



## TERMS AND CONDITIONS OF CARRIAGE

Unless otherwise specifically agreed in writing the following terms and conditions apply to all Goods carried by Brooks Heavy Transport Service Pty Ltd (ACN 647 909 519) (**Brooks**) of 30 Coulson Way Canning Vale WA 6155 for the Customer.

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### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In these terms and conditions unless the contrary intention appears:

**Application** means a cash application or a credit application attached to the front of these terms and conditions.

**Brooks** includes its employees, officers, agents and Subcontractors.

**Business Day** means, a day that is not a Saturday, Sunday, bank holiday or public holiday in Western Australia or where clause 19.7(a) applies, in such other place as determined in accordance with clause 19.7(b).

**Carriage** means the whole of the operations and services undertaken by Brooks or any other person on behalf of Brooks in respect of the Goods including without limitation loading, unloading, packing, handling, unpacking and storage of the Goods and towing a trailer.

**Chain of Responsibility Legislation** means the legislation contained in the *Road Traffic (Vehicles) Act 2012* and the *Road Traffic (Administration) Act 2008* which introduces legal accountability throughout the whole transport chain, general accountability to all involved in the transport chain and penalties for non-compliance.

**Charges** means the charges payable by the Customer to Brooks for the Carriage.

**Claim** means any claim made (whether in the form of an allegation, demand, suit, action or other proceeding of any kind) under or in connection with these terms and conditions or its subject matter, whether arising under contract (including under any warranty or indemnity or any other breach, actual or anticipatory), in equity, in restitution, negligence or any other tort, strict liability, under statute or otherwise at all.

**Customer** means the party named in the Application who engages Brooks to provide services of Carriage and includes its employees, officers, agents and Subcontractors.

**Consequential Loss** means all loss of actual or anticipated profit, loss of use, loss of productivity, loss of revenue, business interruption of any nature, loss of contracts, loss of opportunity, increased costs and expenses, wasted expenditure, loss arising from delay, loss by reason of shutdown or non-operation or increase cost of borrowing capital or financing, loss of business reputation or goodwill and all special, indirect and consequential losses whether caused by or contributed to by a breach of contract or statute, breach of warranty (express or implied), tort, strict liability or any other cause whatsoever.

**Container** includes any container, trailer, wagon, transportable tank, pallet, flat rack or any other unit or device used to consolidate Goods.

**Dangerous Goods** means Goods that are or may become noxious, dangerous, flammable or damaging or that may harbour or encourage vermin or other pests, or that cause or may cause damage to any property whatsoever.

**Delivery Address** means the address nominated to Brooks by the Customer for the purpose of the delivery of the Goods.

**Goods** means the goods accepted by Brooks from the Customer for Carriage and includes any container or packaging supplied by or on behalf of the Customer.

**GST** means the same as in the GST Law.

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).



**Parties** means Brooks and the Customer, and **Party** means each of them.

**PPS Law** means the *Personal Property Securities Act 2009* (Cth).

**PPSR** means the Personal Property Securities Register.

**Security Interest** has the meaning given to it under the PPS Law.

**Subcontractors** means and includes any person, organisation, company with whom Brooks may engage to undertake the Carriage and each of their respective agents.

**Tax Invoice** means an invoice issued by Brooks in accordance with the GST Law setting out the Charges.

## 1.2 Interpretation

In these terms and conditions, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) other grammatical forms of a defined word or expression have corresponding meanings;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, these terms and conditions, and a reference to these terms and conditions includes any schedules and annexures;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to \$ is a reference to Australian dollars;
- (f) a reference to time is to the time in Perth, Western Australia or where clause 19.7(a) applies, in such other place as determined in accordance with clause 19.7(b);
- (g) a reference to party includes the party's executors, administrators, successors, assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) is for the benefit of and binds them jointly and severally;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these terms and conditions or any part of it;
- (m) the words "include", "includes" and "including" are not words of limitation; and
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

## 1.3 Headings

Headings are for ease of reference only and do not affect interpretation.



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## 2 ACKNOWLEDGEMENT

The Customer acknowledges and agrees:

- (a) it has read these terms and conditions carefully and by signing the Application, it agrees to be bound by them;
- (b) these terms and conditions form part of the Application, and if there is any inconsistency between these terms and conditions and the terms of the Application, the terms of the Application shall prevail; and
- (c) Brooks is not a common carrier and accepts no liability as such. All Goods are carried and all storage and other services are performed by Brooks solely in accordance with these terms and conditions. Brooks reserves the right to refuse Carriage of Goods for any person and the Carriage of any class of goods at its absolute discretion.

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## 3 CUSTOMER'S WARRANTIES

### 3.1 Warranties

The Customer warrants that:

- (a) all information comprised in the Application is true and correct;
- (b) the person who signs the Application on behalf of the Customer is duly authorised to sign the Application; and
- (c) if the Application is a credit application:
  - (i) the information is supplied for the purpose of obtaining credit; and
  - (ii) the person who signs the Application on behalf of the Customer is duly authorised by the Customer to apply for credit on the Customer's behalf;
- (d) the Goods are fit for Carriage and have been suitably packaged for those purposes;
- (e) it has the authority of all Persons owning or having any interest in the Goods to accept these terms and conditions on their behalf;
- (f) the details of description, items, pallet space, quantity, weight, volume, quality, value and measurements supplied to Brooks by the Customer or any other Person on behalf of the Customer are correct;
- (g) there is a suitable practicable road and approach for Brooks and Brooks' vehicles to the place from which the Goods are to be collected and the place to which the Goods are to be delivered;
- (h) any place from which any Goods are to be collected or to which any Goods are to be delivered will have safe and adequate loading facilities and equipment available;
- (i) Carriage is supplied for the purpose of a business, trade, profession or occupation carried on or engaged in by the Customer;
- (j) where required by law, it has accurately completed and supplied a Container weight declaration form;
- (k) it has complied with all laws and regulations in relation to Carriage of the Goods;
- (l) unless specifically declared in writing prior to Carriage, the Goods are not Dangerous Goods; and
- (m) if any Goods are Dangerous Goods, it has disclosed to Brooks the complete and exact details of the class of Dangerous Goods and will prepare the Goods for transportation in accordance with all relevant laws and regulations.



### 3.2 Reliance

The Customer acknowledges that Brooks will undertake Carriage in reliance on the Customer's warranties in clause 3.1.

### 3.3 Indemnity

The Customer indemnifies and keeps indemnified Brooks:

- (a) in respect of any liability whatsoever in respect of the Goods to any Person (other than the Customer) who claims to have, who has, or who in the future may have any interest in the Goods or any part of the Goods; and
- (b) against all losses, damages, Claims, fines, expenses, duty, tax, demands, actions and proceedings or any other liability suffered or incurred by, or made or instituted against, Brooks as a result, directly or indirectly, of:
  - (i) a breach of the Customer's obligations under these terms and conditions;
  - (ii) a breach of the Customer's warranties in clause 3.1;
  - (iii) the nature or condition of the Goods; and or
  - (iv) any negligence, wilful misconduct or recklessness of the Customer.

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## 4 DANGEROUS GOODS

- (a) If Brooks accepts Dangerous Goods for Carriage, the Customer:
  - (i) must ensure that such Goods are accompanied by a full written declaration disclosing the nature of such Goods;
  - (ii) must comply with all laws, regulations, ordinances and codes that deal with the Carriage of Dangerous Goods, including but not limited to the *Australian Code for the Transport of Dangerous Goods by Road & Rail*; and
  - (iii) warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature.
- (b) The Customer will indemnify Brooks against all loss, damage or injury howsoever caused arising out of the Carriage of any Dangerous Goods whether declared as such or not and whether or not the Customer was aware of the nature of the Goods.
- (c) The indemnity in clause 4(b) extends to Consequential Loss.
- (d) If, in Brooks' opinion, the Goods are or are liable to become of a dangerous or flammable or damaging nature, the Goods may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Customer and without prejudice to Brooks' right to charge for the Carriage of the Goods.

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## 5 BROOKS' OBLIGATIONS

Brooks will:

- (a) take reasonable care to protect and safeguard the Goods during the provision of the Carriage;
- (b) provide the Carriage exercising the degree of skill, care and efficiency that would be expected from a competent service provider experienced in providing Carriage;
- (c) obtain and maintain at its own expense all proper and necessary licences as may be required by law in connection with the provision of the Carriage;
- (d) use reasonable endeavours to deliver the Goods to the address nominated by the Customer and to effect delivery at the date and time requested by the Customer



(subject to compliance with all applicable laws, including Chain of Responsibility Law); and

- (e) use reasonable endeavours to comply with the Customer's reasonable and lawful directions.

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## 6 SUBCONTRACTORS

- (a) Brooks may at its absolute discretion subcontract on any terms the whole or any part of the Carriage.
- (b) The Customer must not object if Brooks makes such an election.

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## 7 DELIVERY

- (a) Brooks shall have the right to nominate the means of and the date of delivery of the Goods to the Customer.
- (b) The Customer authorises Brooks to deliver the Goods at the Delivery Address.
- (c) Brooks will be conclusively presumed to have delivered the Goods in accordance with these terms and conditions at the Delivery Address if it obtains from any Person a receipt or signed delivery docket for the Goods.
- (d) If:
  - (i) the Delivery Address is unattended;
  - (ii) delivery cannot otherwise be affected by Brooks; or
  - (iii) the Customer otherwise fails to take delivery of the Goods,Brooks may at its option leave the Goods at that place (which will be conclusively presumed to be due delivery under these terms and conditions) or store the Goods.
- (e) If the Goods are stored by Brooks as a result of the circumstances in clause 7(d):
  - (i) the Customer must pay or indemnify Brooks for all costs and expenses incurred in or about such storage; and
  - (ii) Brooks will be at liberty to redeliver the Goods to the Customer at such times determined by Brooks from the place of storage to the Delivery Address at the Customer's expense.

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## 8 STORAGE

- (a) Where Goods are stored by Brooks at the request of the Customer, the Customer will provide:
  - (i) an address to which notices will be sent;
  - (ii) samples of the signatures of persons entitled to collect the Goods; and
  - (iii) an inventory of the Goods to be stored.
- (b) Brooks may remove the Goods from a place of storage to another place of storage at its discretion.
- (c) Storage charges do not include removing, packing, unpacking, stowing, restoring or delivering.
- (d) The Customer must give 48 hours' prior notice to Brooks of its intention to remove Goods from storage.





- (e) Brooks will not be obliged to deliver any Goods except to the Customer or to a Person authorised in writing by the Customer to receive the Goods without:
  - (i) a written direction from the Customer; and
  - (ii) payment of all amounts due by the Customer to Brooks on any account whatsoever.
- (f) The Customer will remove its Goods from storage within 7 days of receiving a written notice from Brooks.
- (g) If any identifying document or mark is lost, damaged, destroyed or defaced, Brooks may open any document, wrapping, package or other Container in which the Goods are placed or carried to inspect them either to determine their nature or condition or to determine their ownership.

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## 9 ROUTE AND DEVIATION

- (a) The Customer authorises any deviation from the usual route or manner of Carriage of Goods that may in Brooks' absolute discretion be considered desirable or necessary in the circumstances.
- (b) If the Customer expressly or impliedly instructs Brooks to use, or it is expressly or impliedly agreed that Brooks will use a particular method of handling or storing the Goods, or a particular method of Carriage whether by road, rail, sea or air, Brooks will give priority to that method but if it cannot conveniently be adopted by Brooks, the Customer authorises Brooks to handle, store or carry or to have the Goods handled, stored or carried by another method or methods.

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## 10 DELAY IN LOADING OR UNLOADING

The Customer will be and remain responsible to Brooks for all its proper charges incurred for any reason. A charge may be made by Brooks in accordance with its schedule of rates in respect of any delay in excess of 30 minutes in loading or unloading occurring other than from Brooks' default. Such permissible delay period will commence upon Brooks reporting for loading or unloading. Labour to load or unload shall be the responsibility and expense of the Customer.

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## 11 CHARGES

- (a) The Customer must pay the Charges to Brooks in accordance with this clause.
- (b) Charges are exclusive of GST and the Customer must pay GST in addition to the Charges.
- (c) Time shall be of the essence in respect of the payment of any Charges.

### 11.2 Cash Application

If the Application is a cash application, the Customer must pay to Brooks the Charges immediately upon receipt of the Goods without any deduction, counterclaim or set-off.

### 11.3 Credit Application

- (a) The Customer acknowledges and agrees that Brooks may refuse in its absolute discretion to accept the Customer for trading on credit terms.
- (b) If the Application is a credit application, the Customer must pay the Charges to Brooks without deduction, counterclaim or set-off by no later than 30 days from the date of the Tax Invoice or such other date as mutually agreed by the Parties.
- (c) If the Customer does not make a payment by the date stated in clause 11.3(b):



- (i) Brooks shall be entitled to charge interest on the outstanding amount at the rate of 2% per month accruing daily from the date of the Tax Invoice until the amount outstanding is paid in full;
- (ii) the Customer will be liable to pay all costs and expenses incurred by Brooks in relation to recovering any monies owing to it by the Customer, and must pay such costs and expenses by no later than 7 days after receiving a demand from Brooks; and
- (iii) the Customer indemnifies Brooks against any losses, costs or fees incurred from or arising in connection with recovery of any overdue payment.

#### 11.4 Storage Charges

Where Brooks stores Goods for the Customer, the Customer must:

- (a) pay such expenses and charges incurred by Brooks to comply with any law or regulation or any order or requirement made under them or with the requirement of any market, harbour, dock, railway, shipping, customs, excise or warehouse authority, or other Person;
- (b) if any Goods are under customs control, pay all customs duty, excise duty and costs (including any fine or penalty) that Brooks becomes liable to pay or pays;
- (c) supply or pay for labour or machinery, or both, to load or unload the Goods;
- (d) compensate Brooks for any cost, expense or loss to Brooks' property or any injury to any Person caused by the Goods; and
- (e) if the Goods are at any time re-quantified, re-weighed or re-measured, pay any proportional additional charges.

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## 12 GENERAL LIEN

- (a) The Goods are accepted subject to a general lien for all charges now due or that may become due to Brooks by the Customer on any account whatsoever, whether in respect of the Goods or in respect of any other goods for which Brooks provides or has provided services of Carriage.
- (b) Without prejudice to any other rights Brooks may have under legislation, if charges are not paid when due, or the Goods are not collected when so required or designated, Brooks may, without notice, and immediately:
  - (i) remove all or any of the Goods and store them as it thinks fit at the Customer's risk and expense;
  - (ii) open and sell all or any of the Goods as it thinks fit (whether by private treaty or public auction) and apply the proceeds to discharge the lien and costs of sale without being liable to any Person for any loss or damage caused.
- (c) The Parties agree that the lien attaches to Goods when the Goods are accepted by Brooks for Carriage.
- (d) The Customer agrees that the lien arising under these terms and conditions is a Security Interest.
- (e) If Brooks requests, then the Customer must promptly upon receipt of a request from Brooks do anything for the purposes of ensuring that any Security Interest created under, or provided for by, these terms and conditions is enforceable, perfected (including but not limited to perfection by registration), maintained and is otherwise effective. Anything that is required by the Customer to be done under this clause will be done by the Customer at its own expense. The Customer agrees to reimburse



the costs of Brooks in connection with any action taken by Brooks under or in connection with this clause.

- (f) The parties agree that, to the extent permitted by the PPS Law:
- (i) sections 125, 142 and 143 of the PPS Law do not apply (unless the Customer is otherwise notified in writing by Brooks);
  - (ii) any right to receive a notice or statement arising by virtue of sections 129, 130, 132, 134 and 135 of the PPS Law is waived; and
  - (iii) any right to receive a copy or any notice of any verification statement confirming registration of a financing statement or a financing change statement relating to any security interest under or provided for by these terms and conditions is waived.

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## 13 LIMITATION OF LIABILITY

- (a) The Customer acknowledges and agrees that neither Brooks nor any of its Subcontractors nor any other Person who undertakes the Carriage of the Goods at any time pursuant to these terms and conditions will in any circumstances (except where any statute otherwise requires) be under any liability whatever (whether in contract, tort or otherwise) for:
- (i) any loss of or damage to, deterioration, evaporation or contamination of the Goods, or
  - (ii) mis delivery, delay in delivery or non-delivery of the Goods or any of them,
- whether in the course of Carriage or otherwise including where loss, damage, deterioration, evaporation, contamination, mis delivery, delay in delivery or non-delivery is caused or alleged to have been caused by the negligence of Brooks or its Subcontractors.
- (b) Brooks will be entitled to the benefit of the exclusion of liability provided for in clause 13(a) even if it is proved that the loss or damage resulted from an act or omission done with intent to cause damage, or recklessly and with knowledge that damage would probably result.
- (c) Nothing whatsoever done or omitted to be done or other conduct by Brooks in breach of contract or otherwise will under any circumstances constitute a fundamental breach of contract, or a repudiation of contract such as to have the effect of disentitling Brooks from obtaining the benefit of and enforcing all rights, defences, exemptions, immunities and limitations of liability of Brooks contained in these terms and conditions, and all such rights, defences, exemptions, immunities, limitations of liability and like protection will continue to have full force and effect in any event whatsoever.
- (d) Notwithstanding any other provision of these terms and conditions, Brooks will under no circumstances be liable for any claim for Consequential Loss.
- (e) Where clauses 13(a) to 13(d) cannot legally operate and to the extent permitted by law, Brooks' liability (including for breach of any warranty, guarantee or any term implied by law into these terms and conditions) is limited to:
- (i) in the case of the supply of Carriage, the cost of having those services supplied again; or
  - (ii) in the case of the supply of Goods, the lowest of the cost of replacing the Goods, acquiring equivalent Goods or having the Goods repaired.





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## 14 NOTIFICATION OF CLAIM

- (a) Notwithstanding any other provision of these terms and conditions, Brooks will, in any event, be discharged from all liability whatsoever in respect of the Goods unless written notice of a claim or an intended claim (together with particulars of the circumstances on which the claim is based) is given to Brooks:
  - (i) in the case of Goods allegedly lost or damaged in the course of loading, unloading or transit within 14 days from the delivery of the Goods or from the date on which in the ordinary course of business, delivery would have been effected: or
  - (ii) in the case of Goods allegedly lost or damaged during storage, within 14 days of the date of removal of the Goods from storage.
- (b) Brooks will, in any event, be discharged from all liability whatsoever in respect of the Goods unless suit is brought:
  - (i) in the case of Goods allegedly lost or damaged in the course of loading, unloading or transit within 12 months of their delivery or of the date on which they should have been delivered; or
  - (ii) in the case of Goods allegedly lost or damaged during storage, within 12 months of the date of removal or attempted removal of the Goods from storage.

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## 15 CHAIN OF RESPONSIBILITY LAW

- (a) The Parties must comply with all applicable laws and regulations, including Chain of Responsibility Law.
- (b) The Customer must not impose any requirement on Brooks that would directly or indirectly encourage or require Brooks or any person on behalf of Brooks to speed, drive while fatigued or otherwise perform the Carriage in an unsafe manner.

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## 16 TERMINATION

- (a) Brooks may by written notice to the Customer terminate these terms and conditions immediately in any of the following circumstances:
  - (i) the Customer fails to perform any of its obligations under these terms and conditions or otherwise;
  - (ii) the Customer dies or becomes incapacitated, or ceases, or indicates that it is about to cease to trade;
  - (iii) anything happens that reasonably indicates in Brooks' opinion that there is a significant risk that the Customer is, or will become, unable to pay its debts as they fall due;
  - (iv) steps are taken to have a receiver, a receiver and manager, a provisional liquidator, a liquidator or an administrator appointed to the Customer or any of its assets.
- (b) If Brooks terminates these terms and conditions pursuant to clause 16(a) and the Customer owes Brooks any money, that money becomes payable immediately to Brooks and bears interest in accordance with clause 11.3(c)(i).
- (c) Termination of these terms and conditions do not affect any other rights or remedies available to Brooks at law or in equity.

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## 17 DISPUTE RESOLUTION

### 17.1 No proceedings

A Party must not start court proceedings about a dispute arising out of these terms and conditions unless it first complies with this clause, except:

- (a) where the Party seeks urgent injunctive relief; or
- (b) where the dispute relates to compliance with this clause.

### 17.2 Notice

A Party claiming a dispute has arisen must notify the other Party to the dispute giving details of the dispute.

### 17.3 Best efforts to resolve

Each Party must use its best endeavours to resolve the dispute within 28 days of receiving notice of the dispute or a longer period agreed by the Parties to the dispute.

### 17.4 Mediation

If, at the end of the 28-day period, the Parties have been unable to resolve the dispute, the matter shall be referred to an independent mediator agreed by the Parties (or failing agreement appointed by the Chairman of the Western Australian Chapter of the Institute of Arbitrators and Mediators). Each Party agrees to act in accordance with the directions of the mediator in respect of the mediation, but the mediator's recommendations shall not be binding on the Parties.

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## 18 NOTICES

### 18.1 Method of giving Notices

A notice, consent, approval or other communication (**Notice**) must be in writing, signed by or on behalf of the Party giving it, addressed to the Party to whom it is to be given and:

- (a) delivered to that Party's address;
- (b) sent by pre-paid mail to that Party's address; or
- (c) sent by email to that Party's email address.

### 18.2 Time of receipt

A Notice given to a Party in accordance with this clause is given and received:

- (a) if delivered to a Party's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting; and
- (c) if sent by email to a Party's email address and no failure message is received, then on the day the email was sent if it was sent if a Business Day, otherwise on the next Business Day.

### 18.3 Addresses for Notices

For the purpose of these terms and conditions, the address or email address of a Party is the address or email address set out in the Application.

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## 19 GENERAL

### 19.1 Amendments

- (a) Brooks reserves the right to amend these terms and conditions from time to time, and will notify the Customer in writing of such amendments.



- (b) Amendments will be effective immediately upon the Customer being notified by Brooks.

## 19.2 Governing Law

These terms and conditions are governed by the laws in force in Western Australia. The Parties agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

## 19.3 Entire Agreement

These terms and conditions contain the full and complete understanding between the Parties and supersedes all prior agreements and understandings, whether written or oral, and cannot be modified except by a written instrument signed by both Parties.

## 19.4 Assignment

- (a) The Customer must not assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under these terms and conditions without the prior written consent of Brooks, except that the Customer may assign and transfer all its rights and obligations under these terms and conditions to any person to which it transfers all of its business, provided that the assignee undertakes in writing to Brooks to be bound by the obligations of the assignor under these terms and conditions.
- (b) Brooks may assign and transfer all its rights and obligations under these terms and conditions to any person without the prior consent of the Customer provided that the assignee undertakes in writing to Brooks to be bound by the obligations of the assignor under these terms and conditions.

## 19.5 Time

Time is of the essence of these terms and conditions.

## 19.6 Force Majeure

Brooks will not be liable for any failure or delay in performance of the Carriage if such failure or delay is due, in whole or in part, to any cause whatsoever beyond its control including but not limited to acts of God, lightning, earthquakes, cyclones, floods, landslides, storms, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, public disorder, riots, civil commotion, malicious damage, vandalism, sabotage and revolution, explosions and nuclear accidents, strikes, labour disputes and other industrial disturbances, any road closure or congestion of roads, any quarantine or customs restriction, any interruption of power supply or scarcity of fuel or any accident, collision or breakdown of a vehicle, machinery or equipment or any pandemic, epidemic or quarantine.

## 19.7 Brooks branch or office

- (a) Brooks is entitled at any time and from time to time to perform its obligations through any branch or office, provided that branch or office is not a separate legal entity, situated at a location within Australia other than the address specified in these terms and conditions.
- (b) If any branch or office is not located within Western Australia, then all references to time will be references to the time in the place where such branch or office is located.