



TERMS AND CONDITIONS

Vehicle Transport & Freight Brokerage Services

1. Our Role as a Freight Broker

Tiempo Transport Pty Ltd ("Tiempo", "we", "us", "our") operates primarily as a vehicle freight brokerage. For the majority of interstate and select intrastate movements, Tiempo arranges transport through a network of vetted, contracted third-party carriers, and does not itself take physical possession of the vehicle using its own fleet unless expressly stated on the relevant booking. Tiempo also operates a limited number of company vehicles for select intrastate (Victorian) movements. Regardless of whether a vehicle is moved by a Tiempo-owned vehicle or a contracted carrier, Tiempo remains the client's single point of contact and retains overall responsibility for coordinating and overseeing the movement from pickup to delivery.

- Tiempo selects, engages, and manages all contracted carriers on the client's behalf.
- Contracted carriers are required to hold their own compulsory third party (CTP), public liability, and where applicable, marine cargo or goods-in-transit insurance appropriate to vehicle transport.
- Tiempo conducts reasonable due diligence on contracted carriers prior to engagement, including insurance and licensing checks.

2. Insurance & Liability Cover

Tiempo holds Freight Forwarders Liability insurance, which provides cover in respect of Tiempo's activities as a freight broker/forwarder arranging the transport of client vehicles through its carrier network. This policy operates in addition to, and is not a substitute for, the insurance held by individual contracted carriers.

- Tiempo's liability and duty of care in respect of a vehicle commences at the point of physical pickup from the nominated collection address, and concludes at the point of physical delivery to the nominated delivery address, as evidenced by a signed Proof of Delivery (POD).
- Cover applies to loss or damage arising during the course of transport, loading, and unloading, subject to the terms, limits, exclusions, and excess of the applicable policy.
- Tiempo is not liable for pre-existing damage, mechanical faults, or defects present prior to pickup. Vehicles are inspected and condition-reported at pickup; any discrepancies must be noted at that time.
- Tiempo is not liable for delays, loss, or damage arising from events outside its reasonable control, including but not limited to weather, road closures, mechanical breakdown of a carrier vehicle, port or vessel scheduling changes, or force majeure events.
- Where a claim arises, Tiempo will coordinate the claims process with the relevant insurer and/or contracted carrier on the client's behalf. Claims for damage must be notified to Tiempo in writing within 24 hours of delivery (or of the scheduled delivery date, in the case of loss).

Clients and consignors are encouraged to maintain their own comprehensive motor vehicle insurance for the duration of transit, as Tiempo's Freight Forwarders Liability cover is not a replacement for the vehicle owner's own insurance policy.

3. Payment Terms

Payment is due within a maximum of 7 days from the date of invoice, unless otherwise agreed in writing between Tiempo and the client.

- Invoices are issued following completion of the job (i.e. confirmed delivery / signed POD), unless a different invoicing schedule has been agreed in writing (e.g. periodic or batch invoicing for high-volume clients).

- All prices are quoted in Australian Dollars (AUD) and are inclusive of GST unless otherwise stated.
- Payment can be made via direct bank transfer to the account details specified on the invoice. Remittance advice should be sent to invoices@tiempotransport.com.au.
- Accounts not settled within the 7-day payment term may be subject to a late payment reminder, suspension of further bookings, and/or recovery of overdue amounts, including any associated recovery costs, at Tiempo's discretion.
- Tiempo reserves the right to require payment or a deposit in advance for new clients, one-off bookings, or where a client's account is in arrears.

4. Quotes & Bookings

Quotes provided by Tiempo are estimates based on the information supplied at the time of enquiry (including vehicle type, pickup/delivery locations, and access conditions) and remain valid for 14 days unless otherwise stated.

- Final pricing may be adjusted where actual vehicle dimensions, weight, condition, or access requirements differ materially from the information provided at the time of quoting.
- A booking is confirmed once accepted by Tiempo, whether verbally, in writing, or via the Tiempo booking system/quote form.
- Additional charges (e.g. toll fees, long wheelbase surcharges, waiting time, redelivery attempts) may apply and will be reflected on the final invoice.

5. Client & Consignor Responsibilities

To ensure a smooth pickup and delivery, clients and consignors agree to:

- Ensure the vehicle is presented in a roadworthy and driveable (or otherwise clearly disclosed) condition at the time of pickup, with all relevant keys, fobs, and documentation.
- Ensure the vehicle's fuel level is sufficient for loading/unloading and short-distance manoeuvring where applicable.
- Remove or disclose personal belongings; Tiempo and its contracted carriers accept no liability for personal items left in the vehicle during transit.
- Provide accurate pickup and delivery contact details and ensure reasonable access is available at both addresses.
- Disclose any pre-existing damage, warning lights, or mechanical issues prior to pickup.

6. Vehicle Suitability & Prohibited Items

Tiempo reserves the right to decline or postpone transport of a vehicle that is not roadworthy or driveable where this has not been disclosed at the time of booking, or that otherwise presents a safety risk during loading, transport, or unloading.

- Non-runners, and vehicles requiring special equipment (e.g. hoists, low-loaders) due to modifications, ground clearance, or mechanical condition, must be disclosed at the time of booking, as these may incur additional charges or require a different carrier.
- Vehicles must not contain hazardous, illegal, flammable, or dangerous goods, firearms, or excessive personal belongings. Tiempo and its contracted carriers accept no responsibility for undisclosed items left in a vehicle and may refuse to transport a vehicle found to contain prohibited items.
- Aftermarket modifications (e.g. body kits, oversized or non-standard wheels, race/track equipment) that may affect loading or clearance on a standard car carrier must be disclosed prior to booking.

7. Condition Reports & Documentation

A photographic condition report and odometer reading is recorded at both pickup and delivery for each vehicle. This record is the primary reference point used to assess any claim for loss or damage.

- The client or an authorised representative should be present at pickup and delivery where possible to review the condition report; where this is not possible, the carrier's condition report will be treated as accurate unless a claim is lodged within the timeframe set out in Section 2.

- Clients must ensure the vehicle's registration is current (or the vehicle is otherwise permitted to be moved, e.g. under permit or on a trailer/car carrier) and that any required documentation (e.g. compliance plates, import/export paperwork for interstate WA/dealer movements) is available if requested.

8. Failed Pickup, Delivery & Storage

Where a scheduled pickup or delivery cannot proceed due to the client's, consignor's, or consignee's unavailability, inaccurate address or contact details, or a locked/inaccessible site, a failed attempt and/or redelivery fee may apply.

- Where a vehicle cannot be delivered and is held by Tiempo or a contracted carrier awaiting further instructions, storage fees may apply for each day beyond an agreed collection window.
- Tiempo will make reasonable attempts to contact the client before applying failed attempt or storage fees.

9. Cancellations & Rescheduling

Clients may cancel or reschedule a confirmed booking by providing reasonable written notice. Cancellations made with insufficient notice, or after a carrier has already been dispatched or has commenced the job, may incur a cancellation fee to cover costs incurred with the contracted carrier.

10. Subcontracting

Tiempo may engage, subcontract, or substitute a contracted carrier to perform all or part of a transport task at its discretion, without affecting Tiempo's overall responsibility for coordinating the booking or the cover described in Section 2.

11. Limitation of Liability

To the extent permitted by law, Tiempo's liability for loss of or damage to a vehicle is limited to the lower of the reasonable cost of repair or the vehicle's market value immediately prior to the loss or damage occurring, subject to the terms and limits of the applicable insurance policy.

- Tiempo excludes liability for indirect or consequential loss (including loss of use, loss of income, or diminished value) arising from delay, loss, or damage, except to the extent such exclusion is not permitted by law.
- Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) that cannot lawfully be excluded.
- Clients agree to indemnify Tiempo against any loss, cost, fine, or claim arising from inaccurate information provided about a vehicle (including its condition, contents, or legal status) or from a breach of Section 6 (Vehicle Suitability & Prohibited Items).

12. Disputes

Any disputes regarding an invoice or quote should be raised in writing with Tiempo as soon as possible. Disputes regarding the condition of a vehicle must be raised within 24 hours of delivery, consistent with the claims notification period set out in Section 2. Tiempo will investigate in good faith, including liaising with the relevant contracted carrier and/or insurer where applicable, and aims to resolve disputes promptly and fairly.

13. Privacy

Tiempo collects, uses, and stores personal information (including client, consignor, and consignee contact details) in accordance with the Privacy Act 1988 (Cth) and Tiempo's Privacy Policy, and only for the purpose of arranging, coordinating, and delivering transport services and related communications.

14. Governing Law & Jurisdiction

These Terms and Conditions are governed by the laws of the State of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria in respect of any dispute arising from these Terms or a booking.

15. General

These Terms and Conditions, together with the applicable quote and booking confirmation, constitute the entire agreement between Tiempo and the client in relation to the transport services, and apply to all bookings unless varied by a separate written agreement (e.g. a client service agreement). If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions continue in full force. Tiempo reserves the right to update these Terms and Conditions from time to time, with the current version available on request or via www.tiempotransport.com.au.

16. Acceptance

By signing below, the client confirms they have read, understood, and agree to be bound by these Terms and Conditions in respect of all bookings made with Tiempo Transport Pty Ltd.

Client / Customer	Tiempo Transport Pty Ltd
Signature	Signature
Print Name	Print Name
Position / Company Name	Position
Date	Date

Tiempo Transport Pty Ltd
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