



## AUTHORITY AND ACKNOWLEDGEMENT

### OF TRADING CONDITIONS

#### 1. AUTHORITY FOR PURPOSES OF CUSTOMS ACT 1901

In accordance with section 181 of the *Customs Act 1901 (Cth)* ("**Customs Act**"), \*I/we \_\_\_\_\_ ("**Customer**") hereby authorise Australian Customs Brokers & Logistics Pty Ltd (ABN 88 010 594 555) and their trading names, holder of Customs Broker Licence Number 01326C ("**Company**"), its nominees and/or agents, as may be appointed from time to time, to act as our Customs Broker for the purposes of the Customs Act (as amended from time to time), at all places in the Commonwealth ("**Authority**").

#### 2. AUTHORITY FOR GST PURPOSES

In addition to the authorisation pursuant to **clause 1** of this Authority, the Customer further authorises the Company to quote our Australian Business Number ABN \_\_\_\_\_ as may be required by the Australian Taxation Office and A *New Tax System (Goods and Service Tax) Act 1999* and any other related legislation in respect of:

- (a) imported goods at the time of making the entry for home consumption Import Entry, Import Declaration or other form of reporting to the Department of Home Affairs or the Australian Border Force (collectively, the "**ABF**"); and
- (b) exported goods at the time of making the Export Entry, Export Declaration or other form of reporting to ABF.

#### 3. AUTHORITY FOR ALL OTHER LEGISLATIVE PURPOSES

Without limiting the generality of the authorisation and appointment pursuant to **clauses 1 and 2** of this Authority, the Customer appoints the Company to act on behalf of the Customer for all purposes contemplated by any Customs Related Law (as that term is defined in the Customs Act) and for any purpose required to assist with import, export or transportation of the goods of the Customer.

#### 4. AUTHORITY FOR RELATED PURPOSES

The authorisations and appointments in **clauses 1, 2 and 3** of the Authority extend to authorise the Company to attend to all other actions requested by ABF related to the clearance, carriage, warehousing and delivery of any goods.

#### 5. NATURE OF ADVICE

The Company's advice to the Customer is provided based on the information and facts provided to the Company by the Customer and the law and approach of the ABF in administering that law at the time the advice is provided. The Company's advice will change if any factual matter or assumptions the Company has made relying on the information and facts provided by the Customer is incorrect or if the law or the approach of the ABF changes. The Company's advice should not be

relied upon for any purpose where the information provided by the Customer or the assumptions made are incorrect or there has been a change in either the law or the approach of the ABF in administering that law.

**6. ACCEPTANCE OF TRADING CONDITIONS**

6.1 The Customer agrees that all transactions undertaken by the Company, its nominees and/or its agents on behalf of the Customer are done so subject to the Standard Terms and Trading Conditions of the Company which are annexed ("**Trading Conditions**") and are available on our website (<https://www.auscus.com.au/forms-links/>). Receipt of which is hereby acknowledged.

6.2 The Customer agrees to be bound by this Authority and the Trading Conditions.

6.3 The Authorised Signatory whose name is set out below warrants that it is authorised to enter into this Authority on behalf of the Customer.

**7. INCONSISTENCY**

Where there is an inconsistency between the terms and conditions of the Trading Conditions, any Customer Credit Application, any fee quotation, estimate, rates schedule or agreement and the terms and conditions of this Authority, the relevant documents shall be construed in the following order of priority:

- (a) the Trading Conditions;
- (b) this Authority
- (c) any customer credit application with the Company;
- (d) any fee quotation, estimate, rates schedule or agreement.

**8. TERM OF AUTHORISATION**

The Company and the Customer agree that this Authority will apply from the date of this Authority until properly terminated by either party in writing.

**9. PHOTO IDENTIFICATION REQUIRED - Driver's License or Passport (please attach with completed LOA)**

Dated:

Company/Client Name: .....

Full name of Authorised Signatory .....

.....  
Authorised Signatory (SIGN HERE)

.....  
Position with Customer

Address: ..... Suburb: ..... State ..... Postcode .....

Phone No ..... Fax No ..... Email .....