

TERMS & CONDITIONS OF REMOVAL SERVICE

DEPOSITS/PAYMENTS:

Unless otherwise stated in the contractors quotation:

An initial deposit of 30% is due and payable upon acceptance of the quotation to enable booking date to be confirmed.

Balance due on or by date/time of pickup, plus any additional charges such as external storage service fees and additional contractors fees.

The customer will be notified if the meterage or access differs from the quotation after uplifting resulting in extra charges. Payment for additional charges may not be possible at that time but must be made within 24 hours.

Storage charges for our internal storage facility are due and payable in monthly instalments in advance.

Overdue fees will apply monthly to any storage charges or deposits which remain unpaid or delayed.

Unload and reload fees may be applicable due to delays or any changes made by the customer (ie. different delivery address or delayed delivery).

Balance of removal, inclusive any additional fees, must be paid prior to unloading the goods. Driver is instructed to stay in his truck until payment is received. Any delay time

will be charged at \$160/hour. Final payments must be made by cash (folding dollars) or direct deposit to bank account (dd's must be confirmed by HO prior to unloading - please allow 3 working days for funds to show in our bank account). We do not accept cheques, money orders, eftpos or credit cards. Should the final balance not be received at the allocated time of delivery and/or the driver be unable to wait for the payment due to delays on the part of the customer, the goods will be returned to the contractors depot, stored at a local storage facility or third party depot at the cost of the customer, inclusive of additional offload/uplift fees, as applicable.

CANCELLATION:

Should the contractor be unable to carry out a removal, we will notify the customer as soon as practically possible and arrange a refund of deposit paid.

Should the customer cancel the removal, the cancellation fee will be equal to the deposits paid.

GOODS:

The customer must be the legal owner of the goods being transported.

Furniture will be delivered in unassembled state. If assembly/unassembly is required this must be requested at the time of booking and additional charges will apply. All items must be ready for transportation. Fragile goods must be packed and marked as such to avoid damage.

We are not a common carrier and therefore cannot accept dangerous goods (ie. gas cylinders, volatile liquids, fuel containers to be emptied, etc).

DELAYS:

All effort is made to ensure deliveries/collections are made on time/date. However, neither party shall be liable to the other for any loss or damage (direct or consequential) occasioned to the other from any cause beyond the control of the Contractor or the Customer, as the case may be, including delay in transit (unless resulting from want of due care and skill or breach of this contract by the other), industrial disputes, acts of God, weather difficulties or acts of third parties. The contractor gives an undertaking to the customer to contact them as soon as possible/practicable regarding any delay that may be experienced.

ADDITIONAL CHARGES:

In order for the contractor to provide a quote which is fair, the contractor bases the quote on the information given by the customer at the time of booking. The following points should be considered as they may be charged as additional items if not declared correctly at the time of booking:

- **Difficult Access.** The customer will be asked at the time of booking if the access to the upload & setdown locations are deemed standard (standard access is defined as a ground level building to which a legally registered heavy vehicle (max. height 4.3 metres) collecting or delivering a consignment can; Safety and legally approach, park and depart, without disruption, overhead obstructions or cost; and once parked, be within a walking distance of no more than 15 metres from the vehicles loading or unloading point to the allocated entry of the building, via a max. of five (5) steps, and be of regular, safe and stable surface; and over the distance, the rise or fall shall not exceed 1.5 metres with a gradient of not more than one in five (1in5); and the point of collection or placement within the building shall not exceed twenty-five (25) metres from the allocated building entry point. Should the customers pickup or delivery points be outside this definition (and they have not notified the contractor prior to the pickup/delivery date), the contractor reserves the right to adjust the quote and request further payment due to the difficulty of the access. The extra charge is payable at the point/s at which it is incurred. The driver and truck must wait at the applicable address until the additional payment is made. Waiting time is charged at \$160 per hour.

- **Understated load.** Should the load quantity be more than that quoted, the contractors driver will notify the customer at the time of upload and additional charges will be due and payable within 24 hours of upload.

- **Overstated loads** will be notified to the customer within 24 hours of upload and the final invoice will be adjusted accordingly.

- **Heavy or Bulky Items.** Any items that are too heavy for 2 men to safely upload must be declared at the time of booking. The contractor may not be able to upload these items if not declared. There may be additional charges if the contractor is able to upload and they were not declared at the time of booking.

SIGNATORY:

The customer or customers authorised agent, must sign for acceptance of delivery at or prior to the time of delivery. The contractor will not deliver any part of the removal without a signature in confirmation of acceptance of goods received in good order. Therefore if the customer is unable to sign at the time of delivery, whether the removal is paid in full or not, the goods will not be offloaded and may be returned to the contractors depot, stored at a local storage facility or third party depot at the cost of the customer, inclusive of additional offload/uplift fees, as applicable.

SUB-CONTRACT:

Should the contractor be unable to meet a deadline for any reason they retain the right to sub-contract the removal or part thereof to a third party in order to fulfill the contract to the customer, at no additional charge.

INSURANCE:

The contractor undertakes to carry out the removal and/or storage with professionalism, due care and skill. Transit cover up to \$200,000 applies to goods in transit and covers your goods against damages or loss resulting from fire, theft, rollover or collision damage of the conveying vehicle. The company shall not be liable to the Client for any loss or damage whatsoever suffered by the Client, either directly or indirectly, including but not limited to economic loss, loss of profits, liabilities to third parties, caused by: any damage, loss or destruction of goods in the provision of services; a mis-delivery, delay in delivery or non-delivery of the goods; theft, overturning, fire, collision, road or rail accident not involving the conveying vehicle; or the carriage of the goods by a route other than the shortest or usual route. Should you wish to take accidental cover out for your goods please request it at the time of booking so we can quote you on accidental insurance.

STORAGE INSURANCE: Your goods are NOT insured whilst in storage with the contractor. Should you wish to take out insurance cover when using our storage facilities please ask for information at the time of booking.

NON-PAYMENT:

The Company reserves the right to exercise a lien over the goods until such time as full payment is received for the services provided. In the event the Client fails or refuses to provide full payment at the time of unloading, the Company may refuse to unload, hold, seize or retain any goods as security for payment. In the event the invoice provided by the Company remains unpaid for 28 days after the lien has been exercised, the Company may give not less than a further 10 days written notice by email or post to the last known address of the Client of the Company's intention to sell the goods. In the event the payment is not received at the expiry of the 10 days written notice of the intention to sell the goods, the Company may dispose of the goods or sell any or all of the goods by any means at its discretion without being liable in any respect to the Client.

By signing this form you, the customer, indicate that you are the owner or authorised agent of the goods to be transported, and that you agree to the price quoted, based on the information given to the contractor, and hereby authorise the contractor to carry out the work as per the details given and the terms and conditions above.