



GENERAL CONDITIONS OF REMOVAL AND STORAGE

1 PRELIMINARY

INTERPRETATION 1.1 In this contract "the Contractor" means moversonline.com.au and shall include, where the context permits, its servants, agents and sub-contractors, and "the Customer" means the person authorizing the performance of the work by the Contractor and any person on whose behalf that authority is given.

NOTICE 1.2 Any notice given hereunder may unless otherwise provided be given to the Customer personally or by ordinary pre-paid post addressed to the Customer at the last address of the Customer known to the Contractor.

2 VARIATIONS

VARIATIONS 2.1 The contract may be altered by mutual consent of the Contractor and of the Customer, but so far as these General Conditions are concerned, the Contractors consent for any such alteration may only be given by a Proprietor, Director, Secretary or Manager and must be evidenced in writing.

3 CONTRACTORS RIGHTS AND OBLIGATIONS

CONTRACTOR NOT A COMMON CARRIER 3.1 The Contractor is not a common carrier and reserves the right to refuse to quote for the carriage of goods for any person or for the carriage of any class of goods.

MODE OF CARRIAGE 3.2 Subject to any special arrangements agreed upon in the Quotation and Acceptance, the Contractor shall be entitled to carry the goods by any reasonable route (having regard to all circumstances including the nature and destination of any other goods being carried on the vehicle) and by any reasonable means.

RIGHT TO ASSIGN & SUB-CONTRACT 3.3 (i) **Right to assign.** The Contractor may not assign this contract without the consent of the Customer.
(ii) **Right to Sub-contract.** SUBJECT TO ANY SPECIAL ARRANGEMENTS agreed upon in the Quotation and Acceptance, the Contractor may itself carry out any removal and storage work hereunder or may arrange for such work to be carried out wholly or partially by sub-contractor(s).
(iii) **Contractor's Continuing Responsibility.** The liability of the Contractor shall not be diminished by reason of its having any part of the work carried out under sub-contract.

LIABILITY OF AGENTS AND SUB-CONTRACTORS 3.4 In respect of any condition herein which excludes or in any way limits the liability of the Contractor, the Contractor, in addition to acting for itself, is acting as agent of and trustee for each of its servants, agents and sub-contractors and the servants of any such agents or sub-contractors so that the Contractor's servants, agents and sub-contractors and their servants are parties to this contract so far as any such condition is concerned. If and in so far as it is necessary to give effect to this condition, the Contractor shall hold the benefit of these General Conditions for its servants, agents and sub-contractors and their servants. Nothing in this condition limits the liability of the Contractor.

DELIVERY 3.5 (i) The Contractor shall not be bound to deliver any goods except to the Customer or a person authorized in writing by the Customer to receive such goods.
(ii) If the Customer or person authorized to receive the goods is unable to receive them upon their arrival in accordance with the contract, or if the Contractor cannot by reason of circumstances beyond its control gain access to the place to which the goods are to be delivered, the Contractor shall be entitled to unload the goods into its own or any other warehouse in reasonable proximity to the place to which the goods were to be delivered and, subject to (iii), such unloading shall be deemed to be delivery and the Contractor shall, after making due allowance for any savings, be entitled to make a reasonable additional charge in respect of storage, handling and delivery of the goods thereafter.
(iii) Before exercising its rights under (ii), the Contractor shall take reasonable steps to notify the Customer of the circumstances and the Customer shall be entitled at that or any later time to give alternate instructions as to the delivery of the goods, provided that after due allowance is made for any savings the Customer shall be liable to meet any reasonable additional charges occasioned thereby.

NOTIFICATION OF VARIATION OF TIME OR DATE 3.6 In the event of any significant alteration in the anticipated time or date for the Contractor to pack, uplift, deliver or unpack the goods, the Contractor shall take reasonable steps to notify the Customer of such alteration and of the amended anticipated time or date, but this shall not absolve the Contractor from any liability regarding any firm date agreed upon in the Quotation and Acceptance.

4 CUSTOMER'S RESPONSIBILITIES

ACCURACY OF INFORMATION GIVEN 4.1 The Customer warrants the accuracy of any information other than estimates of value given to the Contractor and on which the Contractor in fact reasonably relies on assessing any quotation or estimate of the resources necessary to carry out the work.

AUTHORITY TO DEAL WITH GOODS 4.2 In respect of goods removed or stored hereunder the Customer warrants that he/she is the owner thereof or has the authority to deal with such goods and to enter into this contract and shall indemnify the Contractor against any claim arising or expense incurred as a result of any breach of this warranty.

ALTERATION OF FIRM DATES 4.3 If a firm date is agreed upon in the Quotation and Acceptance for the performance by the Contractor of any service hereunder and the Customer requires such date, the Contractor shall be entitled to make a reasonable additional charge for any loss or additional expense occasioned thereby.

ATTENDANCE AT LOADING/ UNLOADING DANGEROUS OR NOXIOUS GOODS 4.4 The Customer shall ensure that he/ she or some person on his/ her behalf is present during the loading and unloading of the goods except when the goods are being unloaded into or loaded from store.

4.5 The Customer shall not be entitled to require removal or storage of any article or substance which is or may become of a dangerous, corrosive, highly combustible, explosive, damaging, or noxious nature, not anything likely in the course of such removal or storage to encourage any vermin or pest. The Customer shall indemnify the Contractor against any loss or damage which may be suffered by the Contractor through the presence of any such article or substance in any goods removed or stored for the Customer and against any claim made against the Contractor by any other person arising therefrom unless such presence and the nature of such article or substance were in fact disclosed to and known by the Contractor prior to loading or receipt by it. In the event of discovery by the Contractor of any such article or substance after goods have been received by it, the Contractor may take any reasonable action in relation thereto including remove, destroy or otherwise dispose of or treat the same at the expense of the Customer and without in any way becoming liable to the Customer.

GOODS LEFT BEHIND OR MOVED IN ERROR 4.6 The Customer warrants that he/ she will ensure to the best of his/ her ability that all goods to be removed (other than goods ex store) or stored are given to or taken by the Contractor and that none is left behind or taken by the Contractor in error and the Customer shall indemnify the Contractor against any claim arising or expense incurred as a result of a breach of this warranty (which warranty may, if the Customer desires, be satisfied by the provision of an accurate and complete inventory prepared by the Customer).

5 STORAGE CONDITIONS (Applicable where goods are stored pursuant to the Quotation and Acceptance).

INVENTORY OF GOODS 5.1 The Contractor shall prepare an inventory of the goods received at the time of their receipt and the Customer or some person on behalf of the Customer shall, if satisfied that the inventory is complete and accurate, sign the inventory or a copy thereof. The Contractor shall provide the Customer with a copy of the

Inventory. If the Customer signs the inventory or a copy thereof (or does not so sign and fails to object to the inventory within 7 days of receipt thereof from the Contractor), the inventory shall be conclusive evidence of the goods received by the Contractor. Such inventory shall disclose only visible items and not any contents thereof unless the Customer shall so specify, in which case the Contractor shall be entitled to make a reasonable additional charge for the preparation of such inventory.

- CONTACT WITH CUSTOMER 5.2 The Customer shall furnish to the Contractor a specimen signature and an address to which the Contractor may forward any notice or correspondence and shall promptly notify the Contractor of any change of address.
- PRICE CHANGES 5.3 Where the goods have been stored for a period exceeding 26 weeks, or any longer period agreed upon in the Quotation and Acceptance, the Contractor may change the storage charges from time to time by giving 28 days prior written notice to the Customer.
- CHANGE OF WAREHOUSE 5.4 The Contractor is authorized to remove the goods from one warehouse to another, without cost to the Customer and after not less than 5 working days written notice (except emergency when subsequent written notice shall be given as soon as practicable). Such notice shall state the address of a warehouse to which the goods are removed.
- INSPECTION OF GOODS IN STORE 5.5 The Customer shall be entitled, upon the giving to the Contractor of reasonable notice, to inspect the goods in store and the Contractor shall be entitled to make a reasonable additional charge therefore.
- REMOVAL FROM STORAGE 5.6 The Customer shall give to the Contractor not less than 5 working days notice (confirmed in writing) of requirement to remove goods from storage. If the Customer gives the Contractor any lesser period of notice, the Contractor shall use its best endeavors to meet the Customer's requirement but shall be entitled to make a reasonable additional charge for any extra work done.
- COMPULSORY REMOVAL AND DISPOSAL 5.7 The Customer shall remove goods from storage within 28 days or any longer agreed period after written notice by registered or certified mail of requirement to do so given by the Contractor to him / her and, in the event of failure by the Customer to do so, the Contractor may (without prejudice to any other rights or obligations which the Contractor may have under this contract or otherwise at law) SELL ALL OR ANY OF THE GOODS by public auction or (if this is not reasonably practicable) by private treaty and apply the net proceeds in satisfaction of any amount owing by the Customer to the contractor and hold the balance, if any, on account of the Customer.
- 6 CHARGES AND PAYMENTS**
- EXTRA CHARGES 6.1 Where the work ultimately required by the Customer to be undertaken varies from the work for which a quotation or estimate is given (for instance, as to the nature of quantity of goods to be carried, whether any goods are required to be carried, whether any goods are required to be detached, dismantled, secured, assembled or installed, the nature or location of the premises from or to which the goods are to be carried, the facilities available for packing, where applicable, or loading or unloading or the times or dates upon which the goods are to be carried, the Contractor shall be entitled to make a reasonable additional charge, but otherwise these General Conditions shall continue to apply to the work. The Contractor shall also be entitled to recover from the Customer any amount which he is required to pay to a third party (other than a person to whom any part of the work to be performed hereunder is sub – contracted) to obtain or affect delivery of the goods.
- PAYMENT BY THIRD PARTY 6.2 Every special arrangement to the effect that charges shall be paid by any person other than the Customer shall be deemed to include a stipulation that if such other person does not pay the said charges within 14 days of the date set for payment (or if no date is set for payment within 14 days of delivery or tendered delivery of the goods) then the Customer shall pay the said charges.
- DEFAULT CHARGES 6.3 The Contractor shall be entitled to charge interest on any amount payable under this contract and overdue for more than 30 days at the rate of *fifteen percent per annum or at the Commonwealth Trading Bank maximum personal overdraft interest rate for amounts not exceeding \$100,000.00 from time to time, whichever is the lower, calculated on daily rests in either case. This is a default clause and should not be interpreted as an offer of credit.
- CONTRACTUAL LIEN 6.4 All goods of the Customer received by the Contractor shall be subject to a general lien for any moneys due by the Customer to the Contractor relating to the work and / or the goods and moneys which the Contractor has properly paid or for which the Contractor is liable. If such moneys have been outstanding for a period of 26 weeks, the Contractor may give 28 days written notice by registered or certified mail to the Customer of intention to sell and if the amount due is not paid within such period may (without prejudice to any other rights which the Contractor may have under this contract or otherwise at law) SELL ALL OR ANY OF THE GOODS by public auction or (if this is not reasonably practicable) by private treaty and apply the net proceeds in satisfaction of the amount due and hold the balance, if any, on account of the Customer

* Inserted by Contractor **TRANSIT INSURANCE COVER**
Moversonline.com.au has Transit insurance, Australia wide to cover defined loss and damage to customers property during the move and for which we accept responsibility. Policy terms and conditions apply including the following additional exclusions;

Excess. The Customer will pay the first \$200.00 of any claim lodged.

Exclusions. The following occurrences are excluded from this indemnity –

- (a) Loss or damage of article or contents of articles which have not been packed and unpacked by moversonline.com.au or its official representative.
- (b) Loss or damage of animals, pets, food, drink, perishables, plants, shrubs, vehicles, boats and trailers.
- (c) Loss or damage of any antique, curio, piece of jewelry, plate, precious object, work of art, medal, money, coin, stamp, packed carton, collection of items, fur or piece of precision equipment whose value in any case exceeds \$400.00 unless specifically declared.
- (d) Corrosion, contamination, deterioration, decay, infestation, moldiness and electrical or mechanical derangement, unless resulting from physical loss or damage of the insured property.
- (e) Wear, tear, depreciation and loss or damage caused by or resulting from inherent vice, brittleness or nature of the insured property – **All glass to be moved at “owners own risk”**
- (f) Consequential loss or damage, loss of profits and loss of market or loss of use of any property.
- (g) Loss of damage arising from armed conflict, radiation or nuclear explosion.

Limitations. In the event of loss or damage of any article or articles in a collection, pair, set suite or other combination, or any article or articles with family, sentimental, or prestigious connotations (including heirlooms, photographs and prizes), moversonline.com.au will pay the Customer the value of the particular article or articles lost or damaged notwithstanding any special value which such article or articles may have as part of any such combination or because of any such connotations.

Effect on Contract. While these Insurance Provisions are in force, the General Conditions of Removal and Storage are deemed to be abrogated or modified to the extent necessary for these Insurance Provisions to be effective. However nothing in these Insurance Provisions shall reduce or restrict the Customer's statutory rights in relation to the loss or damage of any goods during removals or storage under the contract.

Claims.

Examine your consignment on delivery and note any items which may be subject to a claim. Claims must be notified immediately to the Driver before he leaves the delivery point. The Customer is required to sign a claim form detailing any damage before the Driver leaves the delivery point. The Client or Client Representative must be present at all times.

The written claim or confirmation should include as much information as is known in regard to the nature and extent of loss or damage, the value or items and the cost of Repairs.