

Terms & Conditions

Introduction

These Terms & Conditions explain the rights, obligations and responsibilities of all parties to this Agreement. Where we use the word 'You' or 'Your' it means the Customer: 'We', 'Us' or 'Our' means the Remover. These terms and conditions can be varied or amended subject to prior written agreement. In Clauses 8, 9, 10 and 11; we limit our liability for any loss and damage for certain factors which are beyond our control. We recommend you to arrange the insurance to cover your goods or premises. We are able to arrange insurance for your benefit upon request. This insurance will be separate from this contract and subject to the terms and conditions of the policy.

1. Our Quotation

- 1.1 Our quotation, unless otherwise stated, does not include insurance, customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies.
- 1.2 Our Quotation is valid for seven days from the date of issue. Unless already included in Our Quotation, reasonable additional charges will apply in the following circumstances:
 - 1.2.1 If the work does not commence within seven days of acceptance.
 - 1.2.2 Our costs change because of currency fluctuations, changes in taxation, freight, fuel and other factors that are beyond our control.
 - 1.2.3 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
 - 1.2.4 You agree to pay any reasonable charges arising from the above circumstances.
 - 1.2.5 Our limit of liability for loss and damage is set out in Clause nos. 8 and 10.

1.3 Insurance

- 1.3.1 We agree in writing to provide standard public liability and marine insurance. To See full details about our standard insurances, please see Clause nos. 1.3.2 to 1.3.4
- 1.3.2 We provide standard public liability insurance and standard marine insurance without any extra cost to the customer.
- 1.3.3 Coverage of Public Liability insurance is up to \$ 5 Million and Coverage for Marine insurance is up to \$10,000 per truck load (Only in case of road accident). Excess for above mentioned insurances are \$500 and \$250 respectively (payable by customer). Certificate of Currency is available upon request.
- 1.3.4 To increase the coverage for above mentioned insurances, and to avoid insurance excess fee, customer needs to agree in writing, and pay higher charges for removal services prior to the move.

2. Work not included in the quotation

2.1 Unless agreed by us in writing, We will not:

- 2.1.1 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
- 2.1.2 Take up or lay fitted floor coverings.
- 2.1.3 Move items from a loft, unless properly lit and floored and safe access is provided.
- 2.1.4 Dismantle or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move paving slabs, planters and the like.
- 2.1.5 Our movers carry standard tools only if requested at the time of booking. And if any special tools are required it is customer's responsibility to make the arrangement.

Note: Our movers are not authorized or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services.

3. Your responsibility

3.1 It will be Your responsibility to:

- 3.1.1 Arrange adequate insurance cover for the goods submitted for removal transit, against all insurable risks since our liability is limited under clauses 8 and 10.
- 3.1.2 Obtain at Your own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.
- 3.1.3 Be present or represented throughout the collection and delivery of the removal.
- 3.1.4 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error. And ensure, all the goods which were submitted for removal, delivered in full at final destination point, customer has right to check the vehicle if they have any doubts.
- 3.1.5 Where we provide you with inventories, receipts, waybills, job sheets or other relevant documents you will ensure that they are signed by You or Your authorised representative as confirmation of collection or delivery of the Goods.
- 3.1.6 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.
- 3.1.7 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.
- 3.1.8 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
- 3.1.9 Ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them.
- 3.1.10 Provide us with a correct and up to date contact address and telephone number during removal transit of goods.

- 3.1.11 It is the customer's responsibility to ensure that items will fit in the new premises (eg: size of sofa and size of aperture). Our removalists will not be insured to remove doors or windows in such cases and will be forced to drop the items outside the premises. It is the customer's responsibility to organize a specialist if needed.
- 3.2 It is the customer's responsibility to inform us about the awkward access. Awkward access can include, no vehicle access, no parking available in close proximity to the property and cramped stair and hallway conditions. We reserve the right to add extra costs due to unforeseen circumstances (e.g. waiting for keys or gaining entry, incorrect addresses, etc.).
 - 3.2.1 Providing parking is the responsibility of the customer, you must provide a permit from the local council if this is not possible, please be honest and say where the closest legal parking is available eg: 50 yards, 100 yards etc... this may cost a little more but it is much better for you if we know in advance, if parking is legal try to reserve a space for the van outside before it arrives or call the local council and get a suspension or permit where necessary) if there is no parking pre -arranged any parking fines received will be the responsibility of the customer and must be paid by the customer on completion, however we will not park illegally and the driver may have to leave if legal parking is not provided.
- 3.3 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

4. Goods not to be submitted for removal

- 4.1 Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for removal will under no circumstances be moved by us. The items listed under.
 - 4.1.1 Below may present risks to health and safety and of fire. Items listed under 4.1.2 to 4.1.8 below carry other risks and you should make your own arrangements for their transport.
 - 4.1.2 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
 - 4.1.3 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.
 - 4.1.4 Goods likely to encourage vermin or other pests or to cause infestation or contamination.
 - 4.1.5 We shall notify You as soon as practicable if any of the Goods, are in Our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests and under what conditions We would be prepared to accept such Goods or whether We refuse to accept them. Should we refuse to accept the goods we will have no liability to you.
 - 4.1.6 Perishable items and/or those requiring a controlled environment.

- 4.1.7 Any animals, birds, fish, reptiles or plants.
- 4.1.8 Goods which require special license or government permission for export or import.

5. Ownership of the goods

- 5.1 By entering into this Agreement, You guarantee that:
 - 5.1.1 The goods to be removed are Your own property, or the goods are Your property free of any legal charge;
OR
 - 5.1.2 You have the full authority of the owner or anyone having a legal interest in them to enter into this Agreement and You have made the owner fully aware of these terms and conditions prior to entering into this Agreement and that they have agreed to them.

6. Charges if you postpone or cancel the removal

- 6.1 If you postpone or cancel this Agreement, We reserve the right to charge You a reasonable postponement or cancellation fee according to how much notice is given as set out below "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.
 - 6.1.1 More than 7 working days before the removal due to start: No charge.
 - 6.1.2 Between 2 and 6 working days inclusive before the removal was due to start: not more than 50% of the removal charge.
 - 6.1.3 Less than 2 working days before the removal was due to start: not more than 75% of the removal charge.
 - 6.1.4 On the day the work starts or at any time after the work commences up to 100% of our charges.

7. Payment Requirements

- 7.1 We accept only cash / All Major Credit Cards (3% surcharge applicable) and Company Bank Cheques, all cheques made payable to: (CBD MOVERS) Payments must be made at the completion of the job, thus we reserve the right to ask for initial deposit to confirm your booking. It is your responsibility to ensure that you have enough cash to pay the driver at the completion of the job. We reserve the right to charge the payment from your credit card in between the job/completion of the job. You may not withhold any part of the agreed price. In such a situation, the payment requested will also have an estimate of time that may take to unload the goods. If payment is not made in full in this situation, the unloading of goods will not start until such time the full payment is made. If any dispute arises on the payment amount and cannot be resolved at that time, we reserve the right to refuse to unload the goods until the time full payment is made.
- 7.2 We reserve the right to charge the payment through your nominated credit card on completion of the job or any time during the job.

8. Our Liability and Guarantee for loss or damage

We guarantee for all jobs we perform. See below our Liability Matrix, we guarantee only for the tasks carried out by us or by our agents. We do not guarantee the tasks carried out by you or your agents. See Clause 11 for time limits of reporting the damage.

Liability Matrix

Stages of the Move	Task carried out by us or our agent/s				
PACKING	✓	X	X	X	✓
LOADING	✓	✓	X	X	✓
TRANSPORTING	✓	✓	✓	✓	✓
UNLOADING	✓	✓	X	✓	✓
UNPACKING	✓	X	X	X	X
LIABILITY	Option A	Option B	Option C	Option D	Option E

Option A – If we are told about any damage and if the damage is caused due to our negligence, then we will confer with you the options of:

- 8.1 Repairing the damage to as close as possible to its condition prior to the damage occurring and these repairs will be arranged by us.
OR
- 8.2 Replacing the item if it is beyond repair.
OR
- 8.3 Option to Compensate. In lieu of repairing Goods we have the option to compensate you to the value of the damaged Goods prior to the damage occurring. If that value cannot be agreed on between us it shall be assessed by an independent valuer chosen between us, the cost of the valuer shall be borne equally.
OR
- 8.4 Offer to file a claim through our complementary insurance. (Please see clause no. 1.3).
- 8.5 Vehicle Damage. In the event that damage to goods arises from the transport vehicle being damaged by flood, fire, and collision or overturning and we are compensated by our insurer for the damage to Your Goods, You will be compensated but only to the extent we are paid compensation by our insurer for Your Goods.

Option B – We are not liable if the damage is caused due to defective Packaging and/or Unpacking not done by us or our agent. However, if the damage is caused due to our negligence while carrying out any tasks we or our agent/s are responsible for, we will confer you with Option A.

Option C – We are not liable if the damage is caused due to defective Packaging/ Loading/ Unloading and/or Unpacking not done by us or our agent. However, if the damage is caused due to our negligence while carrying out any tasks we or our agent/s are responsible for, we will confer you with Option A.

Option D – We are not liable if the damage is caused due to Packaging/ Loading/ and/or Unpacking not done by us or our agent. However, if the damage is caused due to our negligence while carrying out any tasks we or our agent/s are responsible for, we will confer you with Option A.

Option E – We are not liable if the damage is caused due to defective Unpacking not done by us or our agent. However, if the damage is caused due to our negligence while carrying out any tasks we or our agent/s are responsible for, we will confer you with Option A.

Our liability under all of the above options is limited as per Clause 10.

9. Damage to premises or property other than goods

9.1 Because third party contractors or others are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage. therefore Our liability is limited as follows:

9.1.1 If we cause loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only.

9.1.2 If we cause damage as a result of moving goods under Your expressed instructions, against our advice, and where moving the goods in the manner instructed is likely to cause damage, We shall not be liable.

10. Exclusions of “liability” and “delays”

However we will provide coverage for any physical damage caused due to dropping, mis-handling, or ineffectually procuring of the items by us, except in the following cases:

Note: *Nevertheless we take extra care for your belongings, while moving, minor scratches on the floor/walls/goods sometimes may happen. This depends upon various factors i.e. access to the properties/narrow stairs access/enclosed section of particular goods, heavy/delicate goods.*

10.1 Liability

10.1.1 We shall not be liable for loss or damage caused by fire or explosion. It is Your responsibility to insure Your Goods against fire or explosion. If You ask Us in writing

to arrange fire insurance cover for You We will, provided You declare the full replacement value of Your Goods and pay the premium in advance.

- 10.1.2 Televisions that are not packed in a suitable size and shape box, computer components and peripherals, photocopiers, scientific instruments, musical instruments not in hard cases, architectural models, and sculptures.
- 10.1.3 Items of Glass/mirrors not properly packed or wrapped securely. This includes picture glass, table tops & glass cabinets.
- 10.1.4 Stone, including marble, granite, composite or similar items. We will take extra care and precautions while moving these items if they can be safely moved, however we do not provide cover for these items under our insurance because of their extremely fragile nature.
- 10.1.5 Furniture intended to be flat packed and not disassembled or made of pressed wood, such as IKEA.
- 10.1.6 Mobile Storage Customers. We will not cover any items packed into mobile storage containers under any circumstances.
- 10.1.7 We will not provide cover for any internal faults where the item was not mishandled by us, and was secured appropriately in the vehicle.
- 10.1.8 Where you or a person with your agreement participates in the move, we are not liable for any damages done to your goods.
- 10.1.9 Where our movers warn you of the inappropriate packaging or condition of the goods and you instructs the movers to go ahead anyway.

10.2 Delays

- 10.2.1 We shall not be liable for delays or failures to provide the services under this Agreement as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.
- 10.2.2 We will do our best to arrive within the time scale stated, however moving arrival time given to you is an estimate time for the movers to arrive. We cannot guarantee the arrival time which is mentioned in this booking. Mover's arrival can be delayed due to previous jobs/Customer delays. This is beyond our control.
- 10.2.3 Delays to pick-up/delivery times are sometimes unavoidable (due to traffic accidents, weather etc).
- 10.2.4 We do not accept any responsibility for any customer's losses due to unforeseen or out of our control delivery/pick-up delays.

10.3 Negligence

- 10.3.1 Other than as a result of Our negligence or breach of contract We will not be liable for any loss, damage or failure to produce the goods as a result of:
- 10.3.2 Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.

- 10.3.3 Moth or vermin or similar infestation.
- 10.3.4 Cleaning, repairing or restoring unless we arranged for the work to be carried out.
- 10.3.5 Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water.
OR
- 10.3.6 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by us.
- 10.3.7 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
- 10.3.8 For any goods which have a pre-existing defect or are inherently defective.
- 10.3.9 For perishable items and/or those requiring a controlled environment. For items referred to in Clause 4.
- 10.4 No employee/Sub-contractor of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.
- 10.5 Where goods are handed over to you or your authorized agent our liability will cease upon handing over the goods to you or Your authorized representative (see Clause 11 below).
- 10.6 We will not be liable for any loss or damage caused by us or our employees or agents in circumstances where: (a) there is no breach of this Agreement by Us or by any of our employees or agents (b) such loss or damage is not a reasonably foreseeable result of any such breach.

11. Time limit for claims

- ✓ Goods damaged for which we are liable as per the Liability Matrix in Clause 8, the following time limits apply.

11.1 The goods that are fully able to be inspected, must be reported for any damage caused due to our negligence before the movers leave.

11.2 The goods that are not fully able to be inspected (for example goods packed in boxes), must be reported for any damage caused due to our negligence within 24 hours of the completion of the move.

12. Delays in transit

- ✓ Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit.
- ✓ If through no fault of ours we are unable to deliver your goods, we will take them into storage. The Agreement will then be fulfilled and any additional service(s), including storage and re-delivery, will be at your expense.

13. Our Right to Hold the Goods (lien)

"Lien" is the legal right of the remover to hold goods until the customer has paid all outstanding charges. We shall have a right to withhold and ultimately dispose of some or all of the goods if you fail to pay the charges and any other payments due under this or any other Agreement. (See also Clause 12). These include any charges that we have paid out on your behalf. While we hold the goods you will be liable to pay all storage charges and other costs (including legal costs) reasonably incurred by us in recovering our charges and applying our right of lien. These terms and conditions shall continue to apply.

14. Our right to sub-contract the work

- ✓ We reserve the right to sub-contract some or all of the work.
- ✓ If we sub-contract, then these conditions will still apply.

15. Route and method

- ✓ We have the right to choose the method and route by which to carry out the work.
- ✓ Unless it has been specifically agreed otherwise in writing in our Quotation, other space/volume/capacity on our vehicles and/or the container may be utilized for consignments of other customers.

16. Our right to Sell or dispose of the Goods

If payment of our charges relating to your goods is in arrears, and on giving you three months notice, we are entitled to require you to remove your goods from Our custody and pay all money due to Us. If you fail to pay all outstanding amounts due to Us, We may sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance from you.

17. Toll Charges

There will be an extra charge when passing through Any Toll way and the customer will be charged for the same.(unless otherwise stated in writing).

18. Staff Abuse

Verbal or threatening behavior will not be tolerated. If the driver is forced to leave the job because of verbal or any other abuse from the customer; the customer will still be liable to pay in full.

19. Termination

It is in our right, to *decline* to do any job;

- 19.1 If there is wrong information provided at the time of booking/quote by the customer.

19.2 If movers are not comfortable to perform the job due to unacceptable behavior of the customer.

19.3 If the work environment is not safe to perform the job. And there are safety issues.

20. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of Australia and the parties hereby submit to the exclusive jurisdiction of the Australian courts.