

# TERMS AND CONDITIONS FOR REMOVAL SERVICES

These terms and conditions are between Us and You, together the **"Parties"** and each a **"Party"**. These terms and conditions and the Quotation form the entire agreement under which We will provide the Services to You (together, the **"Agreement"**).

## 1 Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, capitalised terms have the meaning given to them in the Quotation and:

**"Agreement"** means these Terms and Conditions and any agreed Quotation and or Booking Confirmation issued under it and any documents attached to, or referred to in, each of them.

**"Ancillary Services"** means services which are ancillary to the Services, but which We do not offer or provide, including transportation by sea, rail or air, and transportation of vehicles, trailers, caravans, boats and animals.

**"Booking Confirmation"** means the confirmation of your Booking that is provided to you (including any online or email confirmation), including relevant information such as but not limited to, the Price, the date the Services will be provided and the location at which the Services will be provided, and to which these Terms and Conditions are attached by reference.

**"Company Group"** includes:

- (a) Moveage Group Pty Ltd (ACN: 605 673 658);
- (b) Moveage Group Franchise Pty Ltd (ACN: 639 280 194);
- (c) any Related Body Corporate, joint venture or trust which is controlled or affiliated with any of (a) to (b); and
- (d) the agents, representatives, directors, officers, assigns, managers, members, shareholders, owners, and employees of all of (a) to (c).

**"Confidential Information"** includes information which:

- (a) is disclosed to You in connection with this Agreement at any time;
- (b) is prepared or produced under or in connection with this Agreement at any time;
- (c) relates to Our or the Company Group's business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement, whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever You receive that information.

**"Goods"** means all furniture and other effects which are to be the subject of the Services.

**"Intellectual Property"** means any copyright, registered or unregistered designs, patents or trade mark rights, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes (including any application, or right to apply, for registration of, and any

improvements, enhancements or modifications of, the foregoing).

**"Intellectual Property Rights"** means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

**"Liability"** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party, a Party or otherwise.

**"Price"** means the prices set out in the Quotation and Booking Confirmation for the provision of the Services, and all other expenses or disbursements properly incurred in the provision of the Services to You.

**"Quotation"** means the quotation (including any online quotation) to which these Terms and Conditions are attached by reference.

**"Related Body Corporate"** has the meaning as defined in the *Corporations Act 2001* (Cth).

**"Services"** means the whole of the work to be provided to You in connection with the Goods including removal, packing, unpacking, loading and unloading, transportation and (if applicable) storage, sale and rental of packing materials, and any other service provided to You, as further particularised in the Quotation or Booking Confirmation.

**"Subcontractor"** means any person or entity (other than one of Our employees) who, under any agreement or arrangement with Us (whether directly or indirectly) performs or agrees to perform the whole or any part of the Services.

**"Third Party Provider"** means any person who We have arranged to carry out any Ancillary Services.

**"Third Party Removalist"** means any entity or person who We have arranged to carry out the Services, if We, or any Subcontractors, are unable to provide the Services to You.

**"We"** means the Party entering into the Agreement for the provision of the Services to You, which is:

- (a) Moveage Group – Brisbane North East (ABN: 13 639 692 961); or
- (b) Moveage Group – Brisbane South (ABN: 20 643 625 003); or
- (c) Moveage Group – Brisbane Bayside (ABN: 56 649 403 396); or
- (d) Moveage Group (ABN: 83 605 673 658) (with the services performed by a Subcontractor)

The party entering into the Agreement with You is/will be specified in writing on the hard copy version of the Agreement for Removal Services, that You are required to sign on the date the Services are being provided to you, and **"Us"** and **"Our"** have corresponding meanings.

**"You"** means the Party entering into the agreement for Services with Us who must be the party to whom Our Booking Confirmation is addressed and the Party by whom the acceptance of our Terms and Conditions is given, and who has confirmed the order details. **"Your"** has a corresponding meaning.

1.2 Words in the singular include the plural, and words in one or more genders include all genders.

## 2 Acceptance

- 2.1 You have requested the Services set out in the Quotation and/or Booking Confirmation, and accept the Terms and Condition by:
- 2.1.1 signing and returning the Agreement for Removal Services to Us, on the day of the move;
  - 2.1.2 accepting the Quotation online or sending an email accepting the Quotation (expressly or impliedly) to Us or any member of the Company Group; or
  - 2.1.3 instructing Us or any member of the Company Group (whether orally or in writing) to book/proceed with the Services;
  - 2.1.4 making any full or part payment of the Price (including any deposit) to Us or any member of the Company Group; or
  - 2.1.5 Accepting the Terms and Conditions through the link/web form on the booking confirmation email.
- 2.2 Notwithstanding clause 2.1 of these Terms and Conditions, confirmation of your acceptance of the Terms and Conditions must be provided to Us or a member of the Company Group at least 3 days prior to the move date by clicking the link provided with your Booking Confirmation.
- 2.3 To the extent that You accept these Terms and Conditions with any member of the Company Group, You agree that the member of the Company Group acts as Our agent only, will not be a Party to this Agreement and no contractual relationship is created between You or any member of the Company Group.
- 2.4 If the Booking Confirmation does not yet have Our details, a member of the Company Group will provide this to You at the earliest convenience, on Our behalf. On the day of the move, prior to performing Our Services, We will request that You sign copies of the Agreement for Removal Services, which will include Our details, Your move details, the pricing, a summary of major points of the Terms and Conditions and you must confirm that you have been provided with the full Terms and Conditions of the Agreement for Removal Services and have read and agree to be bound by the Terms and Conditions of the Agreement.
- 2.5 To the extent that there is any ambiguity, discrepancy or inconsistency between the hard copy version of this Agreement, and any electronic or online version of this Agreement, the hard copy version of this Agreement will prevail in relation to the ambiguity, discrepancy or inconsistency.
- 2.6 Please read these Terms and Conditions carefully and contact Us if You have any questions.
- 2.7 We will not commence performing Our Services unless the Terms and Conditions are accepted and the Agreement is signed on the day of the move.

## 3 We are not Common Carriers

We are not common carriers and accept no Liability as a common carrier. We reserve the right to refuse to quote for or complete the carriage of goods for any particular person and for carriage of any goods or classes of goods at Our discretion.

## 4 Video Monitoring and Photographs

- 4.1 Some of Our trucks are monitored on the inside and outside by multiple cameras and video footage is recorded for general monitoring and safety, OH&S and insurance purposes. You and Your premises may be captured on camera during the move. You consent to Our reasonable use of this footage and You understand that We may disclose this footage to third parties (such as Our insurer).
- 4.2 On the day of the move or at site visits before the actual move, we may take photos of all items that we are packing and moving, the location of those items in your premises, the premises itself and the items packed in our truck for OH&S and insurance purposes and in case of a dispute in relation to our Services or your satisfaction with our Services. You consent to Us taking these photos and to Our reasonable use of these photos and understand that We may disclose this footage to third parties (such as Our insurer).

## 5 Your Obligations and Warranties

- 5.1 **Information Supplied by You.** You warrant that any information which You have provided to Us (or any member of the Company Group) and on which We (or any member of the Company Group) have reasonably relied in assessing any Quotation or estimate of the resources necessary to carry out the work, is accurate.
- 5.2 **Owner or Authorised Agent.** You warrant that, in entering into this Agreement, You are either the owner of the Goods, or the authorised agent of the owner.
- 5.3 **Inventory.** It is agreed that no inventory of the Goods being moved (whether into storage or to another premises) will be taken unless You request it before the start of the move. Inventories will include visible items only. Inventory submitted via our Space Calculator is used only for scheduling purposes and will not be ticked off on the day of the move.
- 5.4 **Pre-Existing Condition of Goods.** You must inform Us of any pre-existing conditions and/or damages of Your goods. The pre-existing condition of any Goods will be agreed upon between You and Us prior to Us removing or otherwise dealing with those Goods. Photos of goods might be taken to document pre-existing conditions.
- 5.5 **Presence at Start, Finish and throughout Move.** You will ensure that You are present at all times during the move. From when the truck arrives to when it leaves the final destination, this includes all time when the Goods are loaded or unloaded. Where You are not present, for any amount of time, We will not repair, or compensate You for any damages and/or We will stop the move while chargeable time continues until You are (back) on site. Moves will not commence without Your presence, however chargeable time commences on arrival of the vehicle at Your address. Chargeable time will continue until You sign that the move has been completed.
- 5.6 **Signing of Move Documentation.** You must sign the relevant paperwork at the start of the move, including ALL initials where requested, You must sign off on all relevant documentation during the move as requested and sign the relevant section of the Completion form prior to the team leaving.
- 5.7 **Adherence to Safety Guidelines.** You must acknowledge and at all times adhere to any

safety guidelines provided to You by Us from time to time. You must also provide Us and Our employees with sufficient access, free from harm or risk to health and safety, to any of Your premises where the Goods are to be collected, stored and/or delivered, to enable Us to provide the Services.

- 5.8 **Dangerous Goods.** You warrant that the Goods do not include any firearms or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage any vermin or pest unless You have disclosed to Us in writing the presence and nature of any such items prior to them being made available to Us for loading. We may refuse to remove or store such items. If We discover any article or substance of this nature after the Goods have been received by Us, We may take any reasonable action, including destruction or disposal, as We may think fit without incurring any Liability to You.
- 5.9 **Fragile Goods and Valuable Items.** You will, prior to the commencement of the removal, give to Us written notice of any Goods which are of a fragile or brittle nature and which are not readily apparent as such, or which comprise jewellery, precious objects, works of art, money, collections of items or precision equipment in any case having a value in excess of \$1,000.
- 5.10 **Heavy Items.** You will, at the time of requesting a booking and in any event **before** We (or any member of the Company Group) confirm the booking, provide Us or any member of the Company Group with written notice of any of the Goods exceeding 100kg (which include but are not limited to pool tables, stone, concrete or marble tables, pianos, gym equipment or fish tanks) ("**Heavy Item**") and items under 100kg, which can also be considered heavy lifts due to their size, material (especially marble) or shape and/or difficulties due to access ("**Heavy/Awkward Item**"). You agree:
- 5.10.1 Heavy Items incur an extra charge depending on the weight and/or awkwardness of the item;
- 5.10.2 Heavy Items may require three or four removalists to attend the move of any Heavy Item;
- 5.10.3 We will not move Heavy Items up or down stairs for OH&S reasons. Please contact a specialist mover under these circumstances;
- 5.10.4 Photo evidence of the (potential) Heavy Item(s), access points and hallways will have to be provided at least 7 days BEFORE Your move.
- 5.10.5 If you have a stone or marble or large solid wood item (or similar) and think it is under 100 kg and the access is easy, please provide us with the official product details including the specified weight by the supplier BEFORE your move and we will let you know if we can waive the fee.

If You provide Us with notice of any Heavy Item **after** We (or any member of the Company Group) confirm the booking, We may (in Our absolute discretion) refuse to move any Heavy Item. However, if We choose to move the Heavy Item at Your request, We reserve Our right to amend the Pricing to include the extra charges incurred by the inclusion of the Heavy Item (which may include but is not limited to any additional removalist(s) required to ensure that the move of the Heavy Item is attended to by three or four removalists).

- 5.11 **Goods Left Behind or Moved in Error.** You will ensure, that all Goods to be moved and/or stored are uplifted by Us and that none are taken in error.
- 5.12 **Necessary Permits.** You will obtain at Your own expense all documents, permits, licences, customs documents necessary for the move to be completed.
- 5.13 **Settlements.** You must inform Us or a member of the Company Group of any property settlements on the day of Your move and the settlement time(s). Please note that We will not be liable for having removed all items from Your original premises by settlement time and that wait time before being allowed to enter Your new premises is chargeable time.
- 5.14 **Lifts.** You must inform Us or a member of the Company Group if there is a lift at any of Your premises and if a lift booking is necessary. If a lift booking is necessary, it is Your responsibility to make these bookings and inform Us or a member of the Company Group of the lift booking times at least 3 days BEFORE Your move. It is Your responsibility to arrange lift bookings that work for Your booked arrival window AND are wide enough to accommodate unforeseen circumstances. We will not be liable under any circumstances if loading or unloading cannot be completed due to lift issues.
- 5.14.1 **Additional Time.** You acknowledge and accept that lifts can add multiple hours to the expected move time at each location with a lift.
- 5.15 **Unoccupied or Unattended Premises.** We are not responsible for any damage to or theft of Goods left in unoccupied or unattended premises at any time during the provision of Our Services, or where other people (including but not limited to, tenants and workmen) are or will be present without Your supervision.
- 5.16 **Proper Preparation.** You must prepare adequately and stabilise all Goods (including but not limited to appliances and electronic equipment) prior to their removal by Us. You will empty all cupboards, wardrobes, shelves and drawers and the like before uplift of such furniture. You will drain all Your appliances. You hereby indemnify Us, and any member of the Company Group, for any loss or damage that We, and any member of the Company Group, may suffer or incur, by Your failure to adequately prepare or stabilise any of the Goods. We are not responsible for any damage caused to Goods and/or their contents or other property where the Goods have not been prepared and/or emptied as required by this clause. This clause 5.16 shall survive the termination or expiry of this Agreement.
- 5.16.1 **Refrigerators and Freezers.** You must empty, properly defrost and clean refrigerators and deep freezers prior to their removal by Us. We are not responsible for any loss or damage caused to the contents of any refrigerators or deep freezers.
- 5.16.2 **Domestic and Garden Appliances.** You must ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes and petrol lawn mowers are clean and dry and have no residual fluid left in them. You indemnify Us, and any member of the Company Group, for any loss or damage, that We, or any member of the Company Group, may suffer or incur, by Your failure to ensure that all domestic and garden appliances are clean and dry and have no residual fluid left in them.

- 5.17 **Contact Details.** You must provide Us or a Member of the Company Group with a contact address and contact telephone number for correspondence before, during and after removal, transit and/or storage of goods.
- 5.18 **Mobile Phone Contact.** You must ensure that You are available to receive telephone calls and reply to text messages from Us at any stage during the day that You are booked to have Services provided to You by Us.
- 5.18.1 If Your arrival window/ start time commences at 6am (or earlier) or is a 'Flexi Saver' arrangement, You must be contactable from 5.30am to receive calls and reply to text messages.
- 5.18.2 If Your arrival window does not commence at 6am in the morning and is not a 'Flexi Saver' arrangement, You must be contactable by phone or return Our calls/messages within 15 minutes of Us trying to contact You at any stage from 8am. If We cannot contact You, especially BEFORE the start of Your arrival window, additional charges for travel time may apply, or We may not be able to arrive during Your specified arrival window.
- 5.18.3 If You will be uncontactable due to other commitments before or during the provision of Our services You must provide Us or a Member of the Company Group with an alternative contact that We can speak to on Your behalf.
- 5.19 **Confirm Move.** You will be sent a text message the day before Your move asking You to confirm that You are ready for Your move and arrival window. You must reply to this text message by 2pm or You might lose Your given arrival window.
- 5.20 **Arrange Insurance.** You will arrange adequate insurance cover for the goods submitted for removal and transit, against all insurable risks as Our Liability is limited under clauses 12 and 13.
- 5.21 **Relevant Documents.** Where We provide You with inventories, receipts, waybills, job sheets, agreements, completion forms or other relevant documents ("**Documents**") for the purpose of Your verification and authorisation of their contents, You will ensure that they are signed by You at the relevant stage of your move (e.g. prior to start, on completion etc).
- 5.22 **Items to Fit Premises.** The premises from which the Goods are to be removed (the "**Original Premises**") and the premises to which the Goods are to be delivered (the "**New Premises**") must contain doorways and stairwells which are large enough to reasonably accommodate the passage through of the Goods. Neither We or Our employees or agents are insured or trained to remove any doors or windows to accommodate the passage of Goods, and We reserve the right in Our absolute discretion to refuse to move or otherwise deal with any Goods which cannot reasonably pass through doorways and/or stairwells. We may leave the Goods in question inside of the Original or outside of the New Premises at Our discretion. In such cases, it is Your responsibility to organise the moving of the Goods at Your cost and neither We, nor any member of the Company Group, shall be liable for any loss or damage caused to You or the Goods in question caused by Our inability or refusal to move the Goods.
- 5.22.1 We may require You to provide photo evidence and measurements of the Goods, the Original Premises and/or the New Premises.

- 5.23 **Awkward Access and Unusual Circumstances.** For the purpose of this Agreement, "Awkward Access" includes but is not limited to: having no vehicle access; having no parking available in close proximity to the Original Premises or New Premises; (shared or no) lifts and cramped/tight stair and hallway conditions, narrow stairs and/or stairs that are not straight, long hallways and walk ways, basement access and balcony access. It is Your responsibility to inform Us or a member of the Company Group about any Awkward Access prior to the provision of the Services. We reserve the right to add extra resources and reasonable costs due to (unforeseen) circumstances caused by Awkward Access or any other conditions which cause unusual delays, risks, inconveniences or labour for Us or Our removalists (including but not limited to waiting for keys or gaining entry, provision of incorrect addresses and narrow stairwells, long ways to walk with furniture, basement or balcony access and (shared) lifts). In addition, clause 12.6.14 applies to any Awkward Access or unusual delays, inconveniences or labour for Us.
- 5.23.1 **Additional Time.** You acknowledge and accept that awkward access can add multiple hours to the expected move time. All delays and wait time and working at a slower pace is fully chargeable time without any discounts for inefficiencies during the move. Extra resources to speed up the process may be added at Our discretion at Your cost.
- 5.24 **Notification of Loss or Damage.** You must report any damage in writing before signing off/confirming the completion of Our Services. Failure to do so voids any Liability for loss or damage to You (to the maximum extent permitted by law).
- 5.25 **Signing after Completion of Services.** You must sign off on/ confirm the completion of Our Services at completion of Our Services.
- 5.25.1 If multiple vehicles are providing Services for You, each vehicle and driver must receive Your signature at completion of their part of the Service and before leaving Your premises.
- 5.25.2 If the provision of Services is completed over multiple days, progress completion must be signed off on/confirmed at the end of each day before the vehicle(s) leave Your premises.
- 5.25.3 Failure to sign documents required by Us for the purpose of this clause 5.25 voids any Liability for loss or damage to You (to the maximum extent permitted by law).
- 5.26 **Failure to Discharge Responsibilities.** Other than by reason of Our negligence, Our breach of contract or as otherwise stipulated by legislation, We, nor any member of the Company Group, will be liable for any loss or damage, costs or additional charges incurred by You in connection with Our provision of the Services.

## 6 Services We Will Not Perform

- 6.1 **Not Qualified or Authorised.** Our staff are not qualified or authorised to carry out the tasks set out below, and those tasks are specifically excluded from the scope of the Services. It is Your responsibility to arrange (and We recommend that You arrange) a qualified provider to carry out these tasks:
- 6.1.1 securing or preparing for transit, as necessary, equipment or appliances

(including but not limited to securing washing machine drums);

- 6.1.2 taking up or laying fitted floor coverings of any kind;
  - 6.1.3 removing storage heaters or air conditioners (unless they are already disconnected and adequately dismantled);
  - 6.1.4 moving items from a loft or attic (unless the loft or attic is properly lit and floored and safe access is provided);
  - 6.1.5 dismantling or assembling garden furniture and equipment (including but not limited to sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes), or moving paving slabs, planters and the like;
  - 6.1.6 assembling children's play equipment and cots;
  - 6.1.7 moving items heavier than 180kg; and
  - 6.1.8 arranging for insurances for removals services.
- 6.2 **Our Discretion to Move Goods.** We reserve the right to refuse to remove or otherwise deal with any of the Goods (regardless of whether the Goods are a Heavy Item or not), if We consider that the removing or dealing with the Goods may cause harm to Our removalists or to the Goods or other (third party) property.
- 6.3 **Cancellation of Move.** Without limitation and without limiting any rights that We may have under this Agreement or at law, We may cancel the move including but not limited to the following circumstances:
- 6.3.1 You did not accept the Terms and Conditions and/or did not initial all points and/or sign the Agreement for Removal Services.
  - 6.3.2 You or your staff or any other person on site abuse any removalist(s) on the job or Our office staff or any member of the Company Group over the phone;
  - 6.3.3 We find used syringes in the Goods or at Your premises;
  - 6.3.4 We consider that You or any other person on site are under the influence of drugs or alcohol;
  - 6.3.5 We consider that the Goods/Your premises are not in a reasonably hygienic state (including but not limited to extremely dusty Goods, or goods containing vermin or old food); or
  - 6.3.6 We consider Your premises to be unsafe (including, without limitation, unfinished construction work, no or insufficient lighting, or other damage to Your premises).
  - 6.3.7 Police is onsite without our prior knowledge.
- 6.4 If the move has commenced and We cannot continue loading/unloading at Your premises for any of the above reasons in clause 6.3:
- 6.4.1 You must organise a storage facility at Your cost into which We can unload Your belongings;
  - 6.4.2 Minimum Charges as per clause 11.9 apply for allocation of the vehicle whether initial paperwork has been signed off or not; and
  - 6.4.3 charges apply for the time Our services have been used including unload at a different location if necessary.

## 7 Goods Not to be Submitted for Removal and Storage

- 7.1 Unless previously agreed in writing by Us or a member of the Company Group, You warrant that the Goods do not include any of the following items:
  - 7.1.1 illegal or stolen goods or drugs;
  - 7.1.2 potentially dangerous, damaging or explosive items (including but not limited to petrol, diesel, gas bottles, aerosols, paints, firearms and ammunition);
  - 7.1.3 plants or goods likely to encourage vermin or other pests or cause infestation or contamination;
  - 7.1.4 perishable items and/or those requiring a controlled environment;
  - 7.1.5 any animals, reptiles, birds or fish; or
  - 7.1.6 Goods which require special licence or government permission for export or import, ("**Prohibited Goods**").
- 7.2 We shall notify You as soon as practicable if any of the Goods are in Our opinion Prohibited Goods. We will not deal with any Prohibited Goods, and will not be liable for any loss or damage caused to You or the Goods in question as a result of Our refusal to deal with the Prohibited Goods.
- 7.3 If You cause Us to deal with Prohibited Goods without Our knowledge (for example, and without limitation, where Prohibited Goods are contained in sealed boxes that We did not pack) and We become aware, after loading the Prohibited Goods that they are Prohibited Goods, We may take any reasonable action, including destruction or disposal, as We may think fit without incurring any Liability to You.
- 7.4 You warrant that the Goods do not include jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind. We will not be liable for the loss of or damage to any such items during removal and/or storage.
- 7.5 ALL Your Valuables including but not limited to jewellery, watches, phones, trinkets, precious stones or metals, money, credit cards, wallets, deeds, securities, stamps, coins or goods or collections have been or identification documents have been securely stored away in a safe place by yourself before We arrive and will be transported by You.

## 8 Pre-Packing Services

- 8.1 **Pre-packing** is the process of boxing up Your goods and preparing Your belongings for transit if You don't wish to do this Yourself. Bookings MUST be made prior to the actual relocation. This is not an add on service that can be provided on the day of Your move without notice.
- 8.2 **Engagement for pre-packing services.** If You engage Us to provide pre-packing services, then the pre-packing services form part of the Services and We will (in addition to the "Standard Packing Services" set out under clause 9.1 below):
  - 8.2.1 pre-pack any Goods in any manner determined by Us in Our sole discretion;
  - 8.2.2 use Our own packing materials only; and
  - 8.2.3 charge You for the time taken to pre-pack the Goods and the materials used in accordance with the current price list at the time of booking.
- 8.3 If You exclude certain items from Our pre-packing service or wish them packed different to Our advice, or ask the Packers to use your own packing

materials (not bought from Moveage Goup) or previously used packing materials, then clause 8.4 applies.

8.4 **Non-engagement for pre-packing services.** If You do not engage Us to provide pre-packing services (to all of Your Goods) then:

8.4.1 You will be responsible for any loss or damage that occurs to the Goods as a result of the Goods being incorrectly or inadequately packed by You.

## 9 Packing, Mode of Carriage, Subcontractors, Franchisees and Ancillary Services

9.1 **Standard Packing Services.** If You engage Us to provide any Removal Services, We will:

9.1.1 shrink wrap all items with doors or drawers, and all tables and whitegoods (shrink wrap is provided free of charge);

9.1.2 use bubble wrap to protect all glass items/ items with glass and mirrors as well as paintings;

9.1.3 use protective covers or shrink wrap for mattresses, couches, chairs, lounges and other upholstery items;

9.1.4 take off and dispose of any wrap and covers at the end of the move; and

9.1.5 charge You for the time taken and materials to pack and unpack the Goods in the Standard Packing Services, in accordance with the price list that is current at the date of Your booking,

**UNLESS** You:

- specifically elect in writing for Us not to provide Our Standard Packing Services; or
- wish to exclude any item(s) from the Standard Packing Service (if You exclude even one item the service is considered declined); or
- have wrapped one or any amount of items yourself (if You wrap even one item yourself the service is considered declined and clause 12.6.6 applies),

in which event, You will be responsible for any loss or damage that occurs to the Goods and/or Your premises as a result of the Goods being incorrectly or inadequately packed and prepared for transit.

9.2 **Mode of Carriage.** We shall be entitled to carry, or arrange for the carriage of, the Goods by any reasonable route as determined by Us (having regard to all the circumstances including the nature and destination of any other goods being carried on or in the conveying vehicle or container) and by any reasonable means, including, where We consider it necessary or desirable, by sea, rail or air, and for that purpose, as Your agent, to arrange for a Third Party Provider to effect such carriage by sea, rail or air.

9.3 **Consignment of Other Customers.** Unless it has been specifically agreed in writing by You and Us, We may utilise any space/volume/capacity on Our vehicles that is not occupied by Your Goods for consignments of Our other customers or other customers of Subcontractors.

9.4 **Subcontractors.** We may use a Subcontractor or Subcontractors to undertake the whole or any part of the Services. We will not be responsible to You for the performance of the Services by any Subcontractor.

9.5 **Third Party Removalists.** In the event that We and/or Our Subcontractors do not have the availability to perform the Services as set out in the Enquiry/Quotation/Booking, You agree that We or a member of the Company Group may arrange to have the Services undertaken by Third Party Removalists, and that We or a member of the Company Group may share the details in the Quotation/Booking (including Your personal details) with the Third Party Removalist for the sole purpose of carrying out the Services. We and the Company Group accept no Liability arising out of the provision of the Services by a Third Party Removalist. We are not a party to any agreement entered into between You and a Third Party Removalist.

9.6 **Liability of Company Group.** Any provisions in this Agreement which limit Our Liability also apply to the Company Group. You agree that any member of the Company Group, may exercise any of Our rights under this Agreement, acting as Our agent, and on behalf of Us.

9.7 **Ancillary Services.** We will or may, at Your request and as Your agent, arrange to have Ancillary Services undertaken by Third Party Providers, but We, nor any member of the Company Group, accept Liability, including Liability for any loss or damage, arising out of the provision of Ancillary Services. However, if We arrange for a Third Party Provider to undertake carriage of the Goods by sea, rail or air, and the Goods suffer loss or damage at some time when they are either in Our possession or the possession of the Third Party Provider, and if We cannot establish, on a balance of probabilities, that the Goods were in the possession of the Third Party Provider when that loss or damage occurred, the Goods will be deemed to have been in Our possession at the time.

## 10 Completion, Delivery and Delays in Transit

10.1 **Delivery.** We shall not be bound to deliver the Goods except to You or a person authorised in writing by You to receive the Goods. If We cannot deliver the Goods either because there is no authorised person there to receive them on Our arrival, or because We cannot gain access to the premises (including Your failure to make a (sufficiently long) lift booking if such booking is required), or for any other reason beyond Our control, We will be entitled to charge for wait time or unload the Goods into a warehouse/storage facility, and will be entitled to charge an additional amount for unloading and storage and for the subsequent re-delivery of the Goods.

10.2 **Weather.** We reserve the right to determine in Our absolute discretion that weather conditions are unsuitable for Us to complete Our Services, in which event We may elect to:

10.2.1 wait for the unsuitable weather conditions to pass (in which event You will be charged for the amount of time that We are required to wait). Should You decide to cancel the Services instead of waiting for the unsuitable weather to pass, You will be charged for the Services undertaken up to the time of the cancellation and subsequent unloading of items in the truck, regardless of non-completion of the Services (minimum charges will apply); or

10.2.2 complete the Services on the next suitable day; or

- 10.2.3 deliver the Goods (if Goods have been loaded onto one of Our trucks at the time that We determined that weather conditions are unsuitable) on the next suitable day. Should this occur, We will not charge You for overnight storage if the loaded truck has availability for redelivery the next day. However, if We need to unload Your items into storage additional charges will apply for unloading and reloading of Your items and to the storage provider.
- 10.3 **Three Removalists.** All moves are booked with 3 Removalists, however attendance of 3 removalists on moving day is subject to availability and only 2 Removalists might provide the service. You may request a booking with only 2 removalists. Under this circumstance we will do our very best to commence your job during the allocated arrival window but we do not guarantee this and the move might be started outside your arrival window or might have to be shifted to another day.
- 10.4 **Additional Resources.** While We use Our best endeavours to complete a move with the resources originally booked and allocated, We reserve the right to:
- 10.4.1 determine in Our sole discretion that the amount or nature of the Goods to be moved or the access at Your premises, or Our schedule requires one or more additional removalists and/or trucks and to retain the additional removalist(s) and/or arrange for the additional truck and removalists and charge You for the associated costs; or
- 10.4.2 determine in Our sole discretion (with such determination permitted to be made at any time without requiring prior notice to You) that a move cannot be completed in one day and elect to complete the Services on the next suitable day.
- 10.5 **Delay.** Delays caused by traffic conditions, road repairs, selection of route and vehicle break down are inherent in the furniture removal industry. We, nor any member of the Company Group, will be liable for any loss, damage, extra cost or consequential loss as a result of Our transit being delayed for any reason beyond Our control.

## 11 Charges and Payments

- 11.1 **Methods of Charging.** We may charge You by way any of the following methods:
- 11.1.1 fixed-fee; or
- 11.1.2 hourly rates charged in 15 minute increments (including the time taken to process payment if payment takes longer than 10 minutes), subject to clause 11.9; or
- 11.1.3 a combination of fixed-fees and hourly rates (subject to clause 11.9),
- 11.1.4 plus any additional charges that We are entitled to render under this Agreement.
- 11.2 **Time for Payment.**
- 11.2.1 A **Deposit** is taken to secure the booking. The Deposit is fully refundable up to 3 business days before your move (Counting 72 hours Monday to Friday before the start of your arrival window). For date changes and cancellations within 72 Hours of your booking you forfeit your deposit.

- 11.2.2 **Full payment** of the Price for Services rendered (less the deposit) is due immediately following the completion of the Services before the vehicle(s) leave Your premises. If there is a delay with payment this time will be added to the chargeable time.
- 11.2.2.1 Payment must be made even if your move is signed off in yellow or red on completion. If no payment is made no claim will be processed.
- 11.2.2.2 Outstanding invoices incur fees and will be passed on to a professional debt collection agency which may affect your credit rating.
- 11.2.3 **Multiple vehicles.** If multiple vehicles are attending Your job, payment of the Price for each individual vehicle and the men on that particular vehicle is due before that vehicle leaves Your premises. You will receive one invoice from each vehicle.
- 11.2.4 **Services rendered over multiple days.** If Services are rendered over multiple days, a progress payment is due at the end of each day without exception.
- 11.2.5 **Late fees.** You are liable for any additional cost(s) incurred by Us, as a result of Us having to recover overdue or outstanding monies from You (\$25 immediate admin fee, \$25 admin fee each commenced unpaid week, debt recovery fees including debt collection and court fees and interest if applicable).
- 11.3 **Method of payment.** Payments are to be made before the team leaves the premises by direct bank transfer (no charge) or by credit card via a payment link operated by STRIPE (credit card payment incurs a surcharge of 2%)  
You agree:
- 11.3.1 You will present a screenshot of the successful payment/payment receipt to the team and will allow the team to take a screenshot/photo as proof of payment; and
- 11.3.2 We do not accept cheques or cash; and
- 11.3.3 accounts will not be issued under any circumstances unless arrangements have been made prior to the commencement of the Services.
- 11.4 **Payment for Services.** You agree that, each member of the Company Group, is appointed as Our limited collection agent under this Agreement, and You may pay Us through Our appointed member of the Company Group, who may, from time to time, issue You with an invoice for any charges payable by You under this Agreement. You agree to make any such payments, including through Our appointed member of the Company Group, as per the instructions on the invoice.
- 11.5 **Start Time.** Chargeable time will commence as soon as Our truck arrives at the (first) pick-up address that You have specified. Please note this is when the truck FIRST arrives at Your nominated address, not when a park has been found, not when You arrive or have been located or when paperwork is signed. All trucks are tracked by GPS and when the truck is located at Your address chargeable time will start. It is Your responsibility to have arranged adequate and legal parking for Our truck. Failure to make such arrangements may cause delays which You will be charged for. For gated communities, highrises and apartments, start time is considered when the truck

- arrives outside the gated community or building complex, not at Your unit number.
- 11.6 **Completion Time** Chargeable time will finish once the truck is tidied and packed up, ready to leave the premises and all paperwork is signed off. If there is a delay with payment this will be added to the chargeable time.
- 11.7 **Time Guidelines** are provided via a link on your booking confirmation for your budgeting purposes and to set realistic expectations. Please note these are estimates only and actual time worked may vary and will be charged.
- 11.8 **Estimated Charges.** If the Quotation or Booking states that the Price is an estimate only, You acknowledge that the final Price may be more or less than the estimated amount. We will endeavour to advise You of any material variation from the estimate as it becomes apparent.
- 11.8.1 Quotations or Booking Confirmations on an hourly rate basis are always estimates and any timeframes provided are a guide only and we do not guarantee completion within those timeframes under any circumstances. A guide/link to expected removal timeframes is provided on your booking confirmation.
- 11.9 **Minimum Charges.** Unless agreed otherwise in writing between You and Us prior to the commencement of the Services, the following minimum charges apply:
- 11.9.1 if two removalists perform the services, 2 hours of the hourly rate and any applicable travel charges; and
- 11.9.2 if 3 or more removalists perform the Services, 1.5 hours of the hourly rate(s) and any applicable travel charges.
- 11.9.3 If a job is booked on a Sunday or a Public Holiday a minimum of 5 hours of the hourly rate applies regardless of how many removalists are on the job, plus any applicable travel charges.
- 11.10 **Depot/Travel Charges.** Unless otherwise agreed in writing between You and Us prior to the commencement of the Services, depot/travel charges apply to all Services in addition to the hourly rate/charges.
- 11.10.1 Drivetimes in between your locations is chargeable time and is part of the hourly rates/charges. The Travel Charge is an additional fixed fee to contribute towards the team and truck getting to your pickup and back to the depot after completion.
- 11.11 **Coupon Codes/Promotions/Discounts:** Only one coupon code, discount or promotion is allowed per booking unless otherwise stated. For Coupon Codes to be valid on moving day our facebook page <https://www.facebook.com/moveage> must be "Liked" and a screenshot sent through to [info@moveage.com.au](mailto:info@moveage.com.au) before moving day. If a Coupon Code is confirmed on a Booking Confirmation but no screenshot of the Like of our Facebook page has been received before moving day, no discounts will be applied to the invoice.
- 11.12 **Road Tolls.** You will be liable to pay for any road toll charges incurred throughout the provision of the Services.
- 11.13 **Packing Materials.** Packing Materials used are charged as per the current price list and not included in the fixed fee or hourly rates set out in the Quotation or Booking Confirmation.
- 11.14 **Parking Charges.** It is Your responsibility to arrange adequate and legal parking for Our truck(s) at all addresses. You are liable to pay for parking charges if no free parking is available. If no parking is available, We will charge You for the time that We must wait until a legal parking space can be arranged/found. We will not park illegally.
- 11.15 **Variation of Work Required and Delay.** If the Services You ultimately required varies from the Services for which a quote or estimate has been given or booking was made, or if We are prevented from or delayed in undertaking the Services or any part thereof (except where that prevention or delay results from a factor within Our control), We will be entitled to make a reasonable additional charge. We will also be entitled to reimbursement from You of any amount which We have been required to pay to a third party (other than a Subcontractor) to obtain or effect delivery of the Goods.
- 11.16 **Settlements.** If there is one or more property settlements on the day that the Services are being provided, and such settlement/s causes a delay, You will be charged for any time that We are required to wait due to such delay and/or for the time it takes to unload your belongings at another location/storage facility in case a settlement falls through or is delayed. We will not be liable for having removed all items from Your original premises by settlement time.
- 11.17 **Alteration of Dates.** Requests for date changes must be received in writing at least 3 Business days before your booking, specifically 72 hours Monday to Friday before the start of your booked arrival window, to be able to transfer your deposit to the new date. If you change your booking date within the period stated above you forfeit your deposit and must pay a new deposit for the new date.
- 11.17.1 One date change per booking is free of charge. Further date changes incur a fee of \$50 which will be deducted from your deposit.
- 11.18 **Cancellation.** Cancellations must be received in writing at least 3 Business days before your booking, specifically 72 hours Monday to Friday before the start of your booked arrival window, to receive a refund of your deposit. If you cancel your booking within the period stated above you forfeit your deposit.
- 11.19 **Payment by Third Party.** If You arrange with Us or instruct Us that Our charges are to be paid by a third party, and if that third party does not pay the charges within 14 days of the date set for payment or, if no date is set for payment, within 14 days of the date of invoice, You agree to thereupon pay the charges.
- 11.20 **Insurance Excess Payments.** In case of an insurance claim You will pay \$500 towards the insurance excess per claim. Claims will not be lodged until the \$500 payment has been received and the move invoice has been paid in full. To avoid or decrease insurance excess fees, You need to agree in writing, and pay higher charges for removal services prior to the move.
- 11.21 **Default Charges.** If amounts are outstanding from You to Us for more than 30 days, We will be entitled to charge interest at the ANZ Bank's maximum personal overdraft interest rate for amounts not exceeding \$100,000, calculated on monthly rests.



- 11.22 **Recovery and Legal Costs.** You indemnify Us, and each member of the Company Group, for any additional cost(s) incurred by Us, or any member of the Company Group, as a result of Us, or any member of the Company Group having to recover overdue or outstanding monies from You, including Our legal and recovery costs on an indemnity basis. This clause 11.22 shall survive the expiry or termination of this Agreement.
- 11.23 **Contractual Liens.** All Goods received by Us will be subject to a general lien for any moneys due by You to Us relating to any Services provided under this Agreement or any other agreement.

## 12 Liability for Loss or Damage

- 12.1 **Australian Consumer Law.** Certain legislation, including the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the Services which cannot be excluded, restricted or modified ("**Statutory Rights**"). Nothing in this Agreement excludes Your Statutory Rights as a consumer under the Australian Consumer Law.
- 12.2 **This Agreement in Addition to Australian Consumer Law.** You agree that Our Liability for the Service is governed solely by the Australian Consumer Law and this Agreement.
- 12.3 **Warranties.** Subject to Your Statutory Rights, We exclude all express and implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and all materials, work, goods and services (including the Services) are provided to You without warranties, representations and guarantees of any kind.
- 12.4 **Beyond Our Control.** To the maximum extent permitted by law, neither We, nor any member of the Company Group, will have Liability for any loss or damage nor any delay which results from any cause beyond Our control, including any loss or damage occurring in the course of the provision of Ancillary Services by Third Party Providers or Services by Third Party Removalists. We will not be liable for loss or damage to the Goods caused or contributed to by You or someone else that We are not responsible for at law.
- 12.5 **Negligence.** We will only be liable for any loss or damage to the Goods to the extent to which the loss or damage to the Goods is caused by or contributed to by Our negligence (excluding the negligence of any Third Party Provider or Third Party Removalist).
- 12.6 **Exclusions from Liability for Damage to Goods.** Despite anything to the contrary and to the maximum extent permitted by law, neither We, nor any member of the Company Group, will have Liability for the following items:
- 12.6.1 **Standard Packing Services Declined.** If Standard Packing Services as per clause 9.1 have been declined, You will be responsible for any loss or damage that occurs to the Goods and/or Your and/or Third Party premises as a result of the Goods being incorrectly or inadequately packed and prepared for transit.
- 12.6.2 **Identified Risks.** Where in Our view the existing condition / circumstances of any of the Goods indicate that damage to the Goods might be

unavoidable (despite using due care and skill in dealing with the Goods), then before dealing with the Goods We will notify You and list that item in the move documentation. If You instruct or direct Us to move the Goods notwithstanding this listing/notification, and loss or damage is caused to the Goods, then We, nor any member of the Company Group, will be liable.

- 12.6.3 **Inherent Risk.** Certain Goods, including but not limited to TVs, (other) electrical and mechanical appliances, LED lights, printers, art work, scales and computer equipment, scientific instruments, musical instruments, pressed wood and flat packed furniture, antique furniture, sculptures, plant pots, terracotta, ceramic, porcelain, stone, concrete, marble, granite and glass items (including mirrors) are inherently susceptible to suffer damage or disorder upon removal no matter how carefully they are handled. Neither We, nor any member of the Company Group, will be liable for any damage caused to such Goods. We will not be liable no matter if the goods are being transported/moved in an assembled or disassembled state (if applicable). You must get your own insurance to cover a potential damage to these items. We recommend you take out your own insurance for your entire move but you must take out insurance for at least these specific items. We recommend you take out a New for Old policy or Specified Value policy for those items.  
To help reduce the risk of damage to your TV please have the original box and original Styrofoam available on moving day.
- 12.6.4 **Lost, Stolen or Misplaced Goods.** If We have not packed the Goods for You, neither We, nor any member of the Company Group, will be liable for lost, stolen or misplaced Goods. This exclusion of Liability to You does not apply if You instructed Us to undertake an inventory prior to the commencement of transit or storage, and there is evidence that We failed to reasonably secure the Goods whilst they were in Our custody or care.
- 12.6.5 **Unknown Risks.** Where loss or damage to the Goods arises from conditions or things which are not known to Us and should not have been reasonably known by Us (for example from a defect to either goods or property that is not immediately obvious), then neither We, nor any member of the Company Group, will be liable for any loss or damage to the Goods caused by the unknown condition.
- 12.6.6 **Not Our Packaging/Packing.** Where packed goods have not been packed by Us or a Subcontractor, neither We, nor any member of the Company Group, will be liable. This includes (but is not limited to) contents of cardboard boxes and other containers, as well as items that have been covered by protective (plastic) covers or shrink wrap by You.
- 12.6.7 **Our Packing – NOT Our Unpacking.** If goods have been (pre-)packed or wrapped by Us, neither We, nor any member of the Company

Group, will be liable if We have not done the unpacking/unwrapping as well.

- 12.6.8 **Our wrapping.** We will take off and dispose of the wrap and covers that We applied during the move at the end of the move. Neither We, nor any member of the Company Group, will be liable for any damages to these items if You decline this service.
- 12.6.9 **Balcony Lifts** Neither We, nor any member of the Company Group, will be liable for any damage caused to any items lifted over balconies or railings and any damage to your property or third party property caused by lifting items over balconies or railings. You indemnify Us, and each member of the Company Group in relation to any such claim by a third party for loss or damage. Specialist companies like [www.ozhoist.com.au](http://www.ozhoist.com.au) are available to move these items. (note we do not receive any commission or similar, are not affiliated and not responsible for their services)
- 12.6.10 **Heavy Lift items** Neither We, nor any member of the Company Group, will be liable for any damage caused to any items considered heavy lifts and any damage to your property or third party property caused by moving these extra heavy items. You indemnify Us, and each member of the Company Group in relation to any such claim by a third party for loss or damage. Specialist companies like [www.ozhoist.com.au](http://www.ozhoist.com.au), [www.pianomovers.com.au](http://www.pianomovers.com.au), [www.billiardtableremovalsbrisbane.com.au](http://www.billiardtableremovalsbrisbane.com.au) are available to move these items. (note we do not receive any commission or similar, are not affiliated and not responsible for their services). The heavy lift fee charged by us is a bonus for the men on the job but does not cover the additional risk or any insurance.
- 12.6.11 **Dismantling and Re-Assembly of Goods.** Part of the Services may require the dismantling of Goods and their re-assembly. At Your request We may agree (at Our discretion) to dismantle or re-assemble the Goods. If We or any member of the Company Group agree to do so, neither We nor any member of the Company Group accept responsibility for any damage or loss occurring as a result. We do not guarantee reassembly of Goods upon delivery, and will charge You for the time it takes to dismantle or re-assemble any Goods, regardless of non-completion of re-assembly. Especially flat-packed and pressed-wood furniture is susceptible to break/chip when being disassembled and reassembled and time to do so may outweigh the cost of the item.
- 12.6.12 **Plumbing Fixtures.** Part of the removal of Goods may require the disconnection of plumbing fixtures (washing machines, dishwashers, fridges etc.) and their reconnection. At Your request We may do so but neither We nor any member of the Company Group accept responsibility for any damage or loss occurring or resulting. We do not guarantee reconnection, and will charge for the time it takes regardless of non-completion.
- 12.6.13 **New Flooring.** Neither We, nor any member of the Company Group will be liable for damages to new flooring, with new flooring being

defined as laid/installed in the previous 4 weeks. Please take out your own insurance as new flooring is very susceptible to marks/damages.

- 12.6.14 **Awkward Access.** If You request Us to seek to move Goods through Awkward Access conditions, and We choose to seek to move those Goods (notwithstanding Our right under this Agreement to refuse to do so), then neither We, nor any member of the Company Group will be liable for any loss or damage to the Goods or to any other property as a result of seeking to move those Goods. You indemnify Us, and each member of the Company Group in relation to any such claim by a third party for loss or damage. Please refer to clause 5.23 Awkward Access and Unusual Circumstances and note that (double door) fridges needing to come down stairs that are not wide and straight definitely fall into this category.
- 12.6.15 **Stored Items** neither We, nor any member of the Company Group will be liable for any loss or damage to goods that were put into storage by us at a third party storage facility with access by others/You.
- 12.6.16 **Adverse/Wet Weather Conditions.** In addition to any other provision of this Agreement regarding unsuitable weather conditions, If We (including removalists on site and Our Company Group management) deem it safe to continue a move during adverse/wet weather conditions You can decide to wait for all adverse weather to pass or to continue with the move. If You continue with the move in order to reduce chargeable time neither We, nor any member of the Company Group will be liable for any damages to Your items or general property (including third party property) as the risk is much higher than usual for damages to occur during adverse/wet weather conditions. In plain English this means, if it rains, we will not be responsible for any damages and no claims can be made. Please make sure to take out your own insurance.
- 12.6.17 **Assistance by Customers.** Neither We, nor any member of the Company Group, will be liable in the event that You or any person associated with You (“**Your associate**”) assist with any aspect of moving Goods and damage is caused to the item being moved, your premises or third party property during assistance. You indemnify Us, and each member of the Company Group in relation to any such claim by a third party for loss or damage. Please note that “assistance” includes you or your associate moving items by yourself, e.g. moving items out of the way, taking them to another room, shifting them to the desired position, hanging a TV or painting on wall. For the avoidance of doubt, once you have moved an item in any way no damages can be reported to it or as having been caused by it.

A maximum of two customers (the same 2) for the entire move are allowed to assist with the move, if more than 2 people assist we will not be liable for ANY damages to your goods, premises or third party under any circumstances.

- 12.7 **Indemnity.** Despite anything to the contrary, to the maximum extent permitted by law, You are

liable for, and agree to make good and indemnify Us, and each member of the Company Group (**Indemnified Parties**) and hold the Indemnified Parties harmless in respect of, any Liability that the Indemnified Parties may suffer, incur or otherwise become liable for, arising from or in connection with:

12.7.1 acts or omissions of You or Your employees, contractors, suppliers, subcontractors, associates or agents; or

12.7.2 any information, documentation, specifications or directions given by You or Your employees, contractors, suppliers, subcontractors, associates or agents.

**12.8 Commercial Removals and Storage.** If the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, We will only be liable for the proportion to which the loss or damage to the Goods is caused by or contributed to by Our negligence (excluding the negligence of any Subcontractor, Third Party Removalist or Third Party Provider), and in any event that Liability will be limited to \$100 per item or package, or \$1,000 in respect of all Goods moved or stored under this Agreement (whichever is the lesser). Neither We, nor any member of the Company Group, will be liable for: any loss or damage occurring in the course of the provision of Ancillary Services by a Third Party Provider; any loss or damage occurring in the course of the provision of Services by a Third Party Removalist; any loss or damage or any delay which results from any cause beyond Our control; loss or damage resulting from inadequate or improper packing or unpacking unless the Goods damaged or causing damage were both packed and unpacked by Us; loss or damage to jewellery, watches, money or negotiable instruments; or electrical or mechanical derangement to Goods. Under no circumstances will We be responsible for any loss or damage involving the restoration or reconstruction of information or data or any item of so called consequential loss.

**12.9 Notification of Loss or Damage.** You must report any damage to the Goods or (third party) property before completion. As the existing condition of the Goods are subject to verbal agreement You must inspect all the Goods as they are unloaded and/or relocated and any damage considered to have been caused by Us must be listed on the move documentation before signing. No claims will be accepted for any damage we are notified of after We have left the move.

12.9.1 Once the Move documentation is signed off at Option 1 or 2 (Green or Yellow) no (further) claim can be made. In other words, one criteria that must be fulfilled to make a claim is that the Completion Form was signed off at Option 3 (red) before the removalists leave the premises.

12.9.2 If the move was signed off in Red and the problem relates to a Damage we will send out a "Customer Damage Information Form" within 2 Business days which needs to be completed and returned before the claim will be assessed.

12.9.3 If the move was signed off in Red and the problem relates to a complaint about the time the move took we will send out a "Customer Questioning Removal Time Form" within 2

Business days which needs to be completed and returned before the claim will be assessed

**12.10 Repair Damage.** If We are liable to do so under this Agreement or by law, We will repair damaged Goods to **as near as possible to the condition prior to the damage occurring and these repairs will be arranged by Us** or a member of the Company Group, by a qualified and reputable repairer. If We agree (in writing) that You will arrange the repairs You will have to provide Us with three written quotes by a qualified and reputable repairer, prior to any works being carried out and We will make the decision which quote is accepted. No responsibility is accepted for any other losses whatsoever including any consequential loss or loss of value as a result of any repairs.

**12.11 Option to Compensate if item cannot be repaired.** If We are liable to do so under this Agreement or by law, 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 the item cannot be repaired, this means what the item would have been worth on the market on the day of the move prior to the damage occurring. Our policy is not a 'New for Old Policy' and We cannot take sentimental value into account. Please take this into account when considering if You should take out Your own insurance policy as new for old and specified value policies are available to the public (but not to us). If that value cannot be agreed on between Us and You, it shall be assessed by an independent valuer chosen between Us and You and if We cannot agree, chosen by the president for the time being of the Law Institute of Queensland (or any replacement body). The cost of the valuer shall be borne by the Party whose value differs most from the valuer's.

**12.12 Vehicle Damaged.** In the event that damage to Goods arises from the transport vehicle being damaged by flood, fire, collision or overturning and We are compensated by Our insurer for the damage to Your Goods, Your compensation will be limited by the amount of Our insurance payment.

**12.13 Sets.** Where an item is part of a pair, set, suite or collection of items, repair or compensation shall extend only to the proportionate part of the pair, set, suite or collection of items, regardless of any special value the damaged or lost part may have as part of such pair, set, suite or collection of items.

**12.14 Assistance at own Risk** Should You or Your associates assist with moving any Goods, You and Your associates do so entirely at Your own risk. You and Your associates do not assist with the move as Our employee, contractor, volunteer or otherwise. At all times You must, ensure that You and Your associates:

- never enter the truck, step on the walkway or move items into the truck;
- adhere strictly to any instructions given by Us/Our removalists; and
- not participate in any team/multiple person lifts and stay clear of any hydraulic lifting, loading ramps at all times.

You indemnify Us, and each member of the Company Group, against any loss or damage which We, or any member of the Company Group, may become liable for, including damage, death or injury, including loss or damage to Our equipment

arising out of assistance provided by You or Your associates.

12.15 This clause 12 shall survive the expiry or termination of this Agreement.

### 13 Liability for Loss or Damage Other than Goods

13.1 Because Third Party Providers 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:

13.1.1 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; and

13.1.2 if We cause damage as a result of moving Goods under Your express instruction, against Our advice, and where moving the Goods in the manner instructed is likely to cause damage, We shall not be liable.

### 14 Insurance

14.1 The onus is on You to obtain adequate insurances to cover loss or damage to Your goods.

14.2 If We, in discharge of any Liability, make payment of any amount to You in respect of loss of, damage to, or delay in delivery of the Goods, You hereby assign to Us all rights which You have under any policy of insurance to recover that amount and You hereby appoint Us as Your attorney with full power in Your name to claim and recover that amount and You will execute all documents and provide all information as may be necessary to enable Us to obtain the full benefit of this clause.

### 15 Staff Abuse

Verbal or threatening behaviour towards Us, any of Our employees or members of the Company Group will not be tolerated and will constitute a material breach of this Agreement. We reserve the right to refuse to or cease providing Our Services at any time in such a circumstance. If We are forced to leave the job and cease providing Services because of verbal or any other abuse from You, You will still be liable to pay for all Services rendered up to the time of cessation (which is subject to the minimum charges set out in this Agreement).

### 16 Term and Termination

16.1 This Agreement will commence upon Your acceptance of this Agreement in accordance with clause 2.1, and will continue until the earlier of the date:

16.1.1 We consider the Services to be complete or supplied to You in accordance with this Agreement;

16.1.2 the move is cancelled in accordance with clause 6.3;

16.1.3 We cease providing the Services in accordance with clause 15; or

16.1.4 this Agreement is terminated in accordance with this clause 16.

16.2 We or a member of the Company Group may terminate this Agreement by providing You with 5 business days written notice.

16.3 On termination or expiry of this Agreement, you agree:

16.3.1 that any amounts You have paid for Services are non-refundable;

16.3.2 to pay Us all amounts due and payable to Us (including for all Services provided by Us or a Subcontractor) up to the date of termination as a debt immediately due and payable.

16.4 This clause 16 will survive the termination or expiry of this Agreement.

## 17 Intellectual Property

- 17.1 As between the Parties, all Intellectual Property Rights developed, adapted, modified or created by or on behalf of Us (including in connection with this Agreement or the provision of the Services), will at all times vest, or remain vested, in Us, or Our relevant licence holder (which may include any member of the Company Group).
- 17.2 You agree that We own, or have the relevant rights to, all Intellectual Property Rights in all Intellectual Property owned, licensed or developed by or on behalf of Us. Nothing in this Agreement constitutes a transfer or assignment of Our Intellectual Property Rights.
- 17.3 Your use of Our materials does not grant You a licence, or act as a right to use, any of the Intellectual Property in Our materials, without Our express written permission.
- 17.4 This clause 0 shall survive the termination or expiry of this Agreement.

## 18 Confidential Information

- 18.1 Subject to clause 18.2, You must (and must ensure that your employees and contractors do) keep confidential, and not use or permit any authorised use of, all Confidential Information.
- 18.2 Clause 18.1 does not apply where the disclosure is required by law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with this Agreement and provided that You ensure the adviser complies with the terms of clause 18.1.

## 19 Disputes

- 19.1 **Notification of Dispute.** If You or We consider that a dispute has arisen in relation to this Agreement (either during the Services, or after they have been completed), written notice of the dispute will be given to the other Party. Even if that notice is given, You and We must continue to perform any obligations outstanding by Us under the Agreement.
- 19.2 **Dispute Resolution.** If You and We cannot resolve the dispute between Us, either party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Law Society of Queensland to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

## 20 General

- 20.1 **Force Majeure.** Neither We, nor any member of the Group Company, will be liable for any delay or failure to perform Our obligations under this Agreement if such delay is due to any circumstances beyond Our reasonable control (whether known or unknown at the date You accept this Agreement).
- 20.2 **Variation.** This Agreement cannot be varied except as agreed by the Parties in writing. Our consent can only be given by a director of a Company of the Company

Group. All variations to this Agreement will be priced as reasonably determined by Us.

- 20.3 **Notice.** Any notice to be given by Us to You may be given personally or by prepaid post addressed to Your address last known to Us, or by electronic mail.
- 20.4 **Applicable Law.** This Agreement is governed by the laws of Queensland. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 20.5 **Further Assurance.** You agree to promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and Your obligations under it.
- 20.6 **GST.** If and when applicable, GST payable on the Price will be set out in Our invoice. You agree to pay the GST amount at the same time You pay the Price.
- 20.7 **Online execution.** This Agreement may be executed by means of such third party online document execution service as We nominate, subject to such execution being in accordance with the applicable terms and conditions of that document execution service.
- 20.8 **Precedence.** To the extent there is any ambiguity, discrepancy or inconsistency in or between the Terms and Conditions and the Quote, the Terms and Conditions will prevail.
- 20.9 **Privacy.** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.
- 20.10 **Publicity.** You consent to Us, or any member of the Company Group, using advertising or publicly announcing that We have undertaken work for You.
- 20.11 **Marketing.** By enquiring about our services you subscribed to Our, and any member of the Company Group's, mailing lists. You will receive promotion emails and other marketing materials from time to time from Us or any entity of the Company Group. This will not be limited to Removalist Services but any Service that the Group Provides or any Products the Company Group sells.
- 20.12 **Referrals.** You consent to Us and the Company Group providing your details to Third Party Providers, Third Party Removalists and other Moveage referral partners. You consent to be contacted by those entities. We may receive a referral fee from a Third Party Provider, Third Party Removalist or Referral Partner in exchange for Your Contact details and other details about your move and (if applicable) the services you booked with us
- 20.13 **Severance.** If any provision (or part of it) under this Agreement is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under this Agreement cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from this Agreement and the remaining provisions (and remaining part of the provision) of this Agreement is valid and enforceable.