

These terms and conditions will apply to all contracts in respect of which you have requested us to arrange for the carriage of goods. You acknowledge and accept that you have read, understood and agreed to these terms and conditions prior to booking a move with us.

## 1. Definitions

“us”, “our” or “we” means North Services Removals (ABN 44 341 769089).

“you” or “your” means the authorised person booking the carriage of goods or similar services to be carried out by us.

“goods” means any good or item which you have requested to be carried or arranged to be carried by us.

## 2. Removal Services

### General

We reserve the right to refuse to quote for the carriage of goods for any particular reason and for the carriage of any goods or classes of goods at our discretion.

You acknowledge and accept that any pick up/delivery time or date advised by us is indicative only and is not guaranteed to be met. If there is a pick up/ delivery time or date which in our opinion cannot be reasonably met, then we reserve the right to alter that time or date at any time before the commencement of the move.

Due to OH&S issues, we expect your items to be of a standard cleanliness and we have the right to refuse to move items considered by our movers as dirty. All your items should be put into boxes and the boxes are suitable for moving. We will not move boxes that are not strong enough to carry the items that have been placed in them.

If our removalists believe there are safety risks or the work being requested is not suitable for our removalists and/or equipment we have the right to refuse to undertake the work.

### Local Moves

Our prices quoted in the booking confirmation are per-hour rates and are charged in 30-minute increments. Please note that the prices are not fixed price but on hourly rate. Prices quoted include GST.

Our rates start from the time our removalists arrive on site until the completion of the move at the final destination address.

A call-out fee/travel time will be charged on moves to cover our travel expenses travelling to and from the move. TT is the approx time it takes to get from our Base to the pick-up address +

from the end address back to the Base. TT is a fixed charge, calculated at the time of booking so bad traffic doesn't cost you on the day of your move. Travel Time is calculated in 15-minute increments.

All moves incur a 2-hour minimum charge for the 4.5tn truck and a 3-hour minimum for the 10tn truck.

Any waste disposal fees incurred during the move will be charged to you.

All moving estimates given verbally (i.e. over the phone) cannot be considered a fixed cost. The minimum fee is not a fixed cost of the move.

We provide a quote for a number of trucks and removalists which is based on the information you have provided over the phone and or email us about your property. This does not guarantee the work will be completed within a certain timeframe or that additional resources may not be required on the day if our removalists believe it is necessary to complete the work in a given timeframe.

### 3. Specialist Items

Please notify us if you have any of the following items:

Double Door or Commercial Refrigerator;

Piano or Organs (we do not move grand pianos or pianolas);

Items made from marble;

Glass Table tops or cabinets;

Pool or Snooker Tables (we do not move commercial pool tables);

Large Pot Plants that have not been cleaned;

Animal enclosures, fish tanks, etc.;

Any items heavier than 80kg;

Any items larger than 3 metres in length;

Sensitive and/or delicate items such as fishing rods.

We reserve the right not to move any of the above-listed items if we were not informed of such items at the time of the booking. There may also be additional charges for moving any of the above items.

## 4. Your Obligations and Warranties

You warrant that any information that you have provided to us, and on which we have reasonably relied in assessing any quotation or estimate of the resources necessary to carry out the work, is accurate.

You warrant that, in entering into this agreement, you are either the owner of the goods or the authorised agent of the owner of the goods.

You must ensure that you or a person acting on your behalf is present at all times when the goods are loaded or unloaded. You agree that we will not be held responsible or liable for goods not collected or any loss of or damage to goods if you or a person acting on your behalf is not present, for any amount of time, during the loading and/or unloading of the goods.

You should inspect all the goods as they are unloaded and/or relocated. If there is any loss of or damage to goods that you consider to have been caused by us, please ensure you notify our office no later than 48 hours after the completion of the job. Unless you advise us within 48 hours of completion of the job, we will not be responsible or liable for any such alleged loss or damage.

You must sign the job sheet on completion of the move. If you fail to sign the job sheet on completion of the move it will be taken as if you were not present at loading/unloading and that no loss or damage has been identified and therefore we will have no liability as detailed under the points above.

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 are 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 or storage. 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.

You must, prior to the commencement of the removal or storage, 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.

You must ensure, to the best of your ability, that all goods to be removed (other than goods being removed from the store) or stored are uplifted by us and that none is taken in error.

We expect you to be polite and not rude to our movers, we reserve the right to not complete a job if you or the people on your property are not acting in a professional manner.

You are expected to do a final inspection of your property prior to our removalists leaving to ensure that nothing has been left behind and that all tasks requested have been completed. You should ensure all power, taps, etc. are off and doors, windows and garages are locked.

Prior to our removalists arriving, you should disconnect all appliances from power and any hoses should be disconnected from their taps. You should also remove items such as TVs from any brackets/walls.

If you have not done the above, our removalists will do what they can in terms of removing items from walls or disconnecting and reconnecting appliances, however they are not plumbers, electricians or handymen and as such we can not guarantee or warrant those tasks. You should have a licensed plumber/electrician/handyman attend to these items or check these tasks once they have been completed.

## 5. Delivery

We will 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, because we cannot gain access to the premises, or for any other reason beyond our control, we will be entitled to unload the goods into a warehouse and will be entitled to charge an additional amount for storage and for the subsequent re-delivery of the goods. If this happens, we will endeavour to contact you to ascertain whether you have any alternate instructions.

## 6. Cancellation Policy

Local moves (i.e. moves within the same state) cancelled, rescheduled or placed on hold at least 48 hours prior to estimated arrival time will incur no fee. If you do so we kindly request to do it at least 48hs prior to the estimated arrival time.

If we have to cancel your move for any reason we will let you know at least 48 hours prior to the estimated arrival time.

Our quotes are subject to availability at the time the quote was provided to you. We do not guarantee availability if you book at a later date.

## 7. Payment

### Local Moves

You must pay the full amount due (less the deposit) ("amount due") on completion of the move either by cash or debit card. You must ensure that you have the payment available in either cash or debit/credit card.

To avoid any doubt, even if there is a dispute for any reason, you must still pay the amount due on completion of the move. If you have any issues or concerns with your move or what you

were charged, you should email our customer service team at [info@northremovals.com.au](mailto:info@northremovals.com.au) so that it can be resolved.

If payment of the remaining amount is not received or is unable to be processed within seven (7) days of completion of the move then the collection of the amount due will be passed to a debt collection agency and you will be subject to the debt collection agency fees in addition to interest charges.

Interest shall run on the number of monies outstanding from the date due for payment until the date payment is made at the rate prescribed by the Penalty Interest Rates Act (VIC) plus two per cent.

Additional charges: some of our movers carry bubble wrap and shrink wrap and offer these services as additional services to the normal removal service. If you request bubble wrapping of some of your products or shrink wrapping of your products these will incur an additional charge which will be discussed with you by the removalist prior to them undertaking this work. This amount will also be written on the job sheet and charged upon completion of the move.

Without limitation and at our North Removals' discretion, upon unloading your goods, North Removals reserves the right to withhold some of your goods in the truck until the final payment has been made.

## General

As noted above we accept either cash (where applicable) or credit card as forms of payment. Cheques are not accepted unless pre-authorized with us.

We accept Visa or MasterCard but we do not accept American Express.

The customer may not withhold any part of the amount due or additional charges.

If we have arranged for your goods to be moved into storage, you will be charged for the removal services once the unloading has been finished at the storage depot for the time and travel fee involved.

Goods held in lieu of payment. We reserve the right to seize or hold the goods and where you fail to pay any amount due, dispose of or sell goods in lieu of payment. We may dispose of goods in lieu of payment after a period of 28 days (28) days from the completion of the move.

If you have any disputes regarding the work performed, you should contact the office during office hours to have this resolved. This is not a reason to withhold payment or part of the payment.

## 8. Vehicle Sizes

We endeavour to always quote the correct vehicle for your move. However, our decisions are based on the information we are provided by you over the phone or when you completed our online enquiry form. We will not be liable if the truck provided is too small for a single move and multiple moves are required.

Please advise us of any loading dock height clearance, our large trucks (41m<sup>3</sup>/10tn) have a height minimum of 4m and our smaller trucks (19 m<sup>3</sup>) have a height minimum of 3.4m.

## 9. Method of Carriage and Subcontractors

We will be entitled to carry the goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other goods being carried on the vehicle) by any reasonable means.

We reserve the right, at our discretion, and without notice to you to subcontract all or part of the carriage of goods.

Any provisions in these conditions which limit our liability also apply to our employees and our subcontractors and their employees.

## 10. Insurance & Loss/Damage to Property

North Removals has Goods in Transit insurance as well as Public Liability Insurance. Your goods are covered under our insurance if our removalists are negligent.

For instances when our removalists are not negligent, insurance is highly recommended by us and you acknowledge and accept sole responsibility to ensure that your goods are adequately insured for loading, unloading and transportation by organising relevant insurance cover. Insurance can be obtained by contacting your current insurance provider to arrange insurance for your goods while in transit.

Although we will take all the necessary care to ensure that your goods arrive safely, there may be circumstances where we are not responsible or liable for any loss or damage to your goods that occur during a move in accordance with clause 12.

## 11. Risk and Title

All risks in the goods will pass to you on delivery.

All of your goods received by us will be subject to a general lien for any monies owed by you to us as a result of this Contract.

Title in the goods will not pass to you until we have been paid in full for the move.

## 12. Loss or Damage – Private Removals and Storage

These terms and conditions are in addition to any other rights or remedies that you may have under Australian Consumer law. Those additional remedies remain to the extent that they cannot be excluded. To the extent that they can be excluded, they are. Where they cannot be excluded then such rights and remedies are modified to the extent permitted by law.

You must notify our office in writing within 48 hours of completion of the job if there is any damage/loss to your goods. Failure to notify us within this period means we will not be responsible or liable for any such alleged loss or damage.

Suppose the goods sustain damage by reason of defective or inadequate packaging, packing or unpacking, and the packing or unpacking (as the case may be) was not undertaken by us or our subcontractor. In that case, we will not be liable for any loss or damage to the goods. It is your responsibility to ensure your goods are properly packaged and protected in a suitable manner for transport. North Removals take no responsibility for goods damaged during transport that were not adequately protected using packaging.

For minor cosmetic damage such as marks, scuffs, scratches and dents, North Removals will pay \$50 per item damaged.

Certain goods (including without limitation electrical and mechanical appliances, computer equipment, scientific instruments, musical instruments and old or self-assembled furniture) are inherently susceptible to suffer damage or disorder upon removal. Unless that damage or disorder results from the want of due care and skill on our part, we will not be liable for any loss or damage to the goods.

Irrespective of any damage or loss that may have been caused by North Removals, you will still need to make complete payment upon completion of unloading your goods. For any claim for damage or loss, you will need to contact the office so that the normal process for claims can be followed.

We are not liable for any damage not caused by us or which results from any cause beyond our control.

Notwithstanding anything contained in these terms, we will only be responsible or liable for loss or damage to goods where such loss or damage can be proven (without reasonable doubt) to have been caused by our negligence.

If an item is damaged and is to be replaced, if North Removals pay you financially for this, North Removals will collect and take ownership of the damaged item.

In any claim for loss or damage under this clause, any estimate of the value of the goods which you have provided to us, whether for the purposes of insurance or otherwise, will be prima facie evidence that the total value of the goods did not exceed that estimate at the time of loss or damage.

Notwithstanding anything else contained in these terms and conditions, our liability is limited to repairing the damaged goods to as near the condition as prior to the damage occurring as possible or replacing lost goods with the same or similar goods. These repairs or replacements will be arranged by us. No responsibility is accepted for any other losses whatsoever including any consequential loss or loss of value as a result of repairs or replacement of goods.

In lieu of repairing goods, we have the option to compensate you, by paying to you the value of the damaged goods prior to the damage occurring. If the value cannot be agreed on between us it will be assessed by an independent valuer chosen between us, and if we cannot agree, chosen by the President for the time being of the Law Institute Victoria. The value of determination will be final and binding on the parties. The costs of the valuer will be paid by the party whose value differs most from the valuers.

Where an item is part of a pair or set of items, repair or compensation will extend only to the proportionate part of the pair or set of items.

If you or someone on-site that is not one of our movers, assists with the loading or unloading of your goods into or out of our truck, you may not be covered by our insurance policies.

If you or someone on-site that is not one of our movers, assists with the moving, you may not be covered by our insurance policies for those items.

### 13. Loss or Damage – Commercial Removals and Storage

Application: If the move is required by you for the purposes of a business, trade, profession or occupation in which you are engaged, the following conditions of this clause will apply.

Negligence: We will only be liable for loss or damage resulting from our negligence which can be proven (without reasonable doubt) 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).

For minor cosmetic damage such as marks, scuffs, scratches and dents, North Removals will pay \$50 per item damaged.

Claims: In circumstances where we are liable under the above subclause, notice of the claim must be given by you to us as soon as possible, and written notice must be given within 7 days of the date of delivery or, in the case of loss, the date upon which the goods would ordinarily have been delivered, failing which we will have no further liability.