



extracare
REMOVALS

**EXTRACARE REMOVALS CO PTY. LTD.
GENERAL CONDITIONS OF REMOVAL AND STORAGE**

1. Definitions

In these conditions:

1.1 **"We"** means Extracare Removals CO PTY LTD, ABN 76 612 745 294, and **"Us"** and **"Our"** have corresponding meanings;

1.2 **"You"** means the party entering into the agreement for Services with Us, and includes the party to whom Our quotation is addressed and the party by whom the acceptance is signed, and **"Your"** has a corresponding meaning;

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

1.4 **"Services"** means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage;

1.5 **"Subcontractor"** means any person 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;

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

2. We are not Common Carriers

WE ARE NOT COMMON CARRIERS AND ACCEPT NO LIABILITY AS SUCH. We reserve the right to refuse to quote for the carriage of goods for any particular person and for carriage of any goods or classes of goods at Our discretion.

3. Your Obligations and Warranties

3.1 Information supplied by You. You warrant that any information which 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.

3.2 Owner or Authorized Agent. You warrant that, in entering into this agreement, You are either the owner of the Goods, or the authorized agent of the owner.

3.3 Presence at Loading/Unloading. You will ensure that You or some person on your behalf is present when the Goods are loaded and unloaded, except if they are being unloaded into or loaded from store.

3.4 Dangerous Goods. You warrant that the Goods do not include any fire arms 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 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 Us.

3.5 Fragile Goods and Valuable Items. You will, 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 \$500.

3.6 Goods Left Behind or Moved in Error. You will ensure that all Goods to be removed or stored are uplifted by Us and that none is taken in error or left behind.

3.7 Contact Address. You agree to advise Us of an address to which We can forward any notice or correspondence, and to promptly notify Us of any change of address.

4. Method of Carriage and Subcontractors

4.1 Mode of Carriage. We shall 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) and by any reasonable means.

4.2 Subcontractors. We may use a Subcontractor or Subcontractors to undertake the whole or any part of the Services, but if We do so, We will continue to be responsible to You for the performance of the Services.

4.3 Liability of Subcontractors and Employees. Any provisions in these conditions which limit Our liability also apply to Our Subcontractors and to Our employees and to the employees of Our Subcontractors. For the purposes of this sub clause, We are, or are deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this agreement.

5. Delivery

5.1 We shall not be bound to deliver the Goods except to You or a person authorized in writing by You to receive the Goods. If We cannot deliver the Goods either because there is no authorized person there to receive them on Our arrival, or 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

endeavor to contact You to ascertain whether You have any alternate instructions.

6. Charges and Payments

6.1 Payment Terms. Full payment is required on completion of the work or at the end of each completed day and is to be paid by cash, credit card (charges apply) or debit card, we do not under any circumstances accept cheques.

6.2 When hourly rate is quoted full payment, is payable immediately on the last item from the delivery vehicle being placed within the delivery area.

6.3 The hourly rate will continue until the driver is fully paid.

6.4 In addition travel time or call out fee is charged from base to base on outward and return journeys, at the stated hourly rate unless prior arrangements are agreed upon by Us in writing.

6.5 Variation of Work Required and Delay. If the work You ultimately require Us to do varies from the work for which a quotation or estimate has been given, 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 also be entitled to make a reasonable additional charge.

Quotes are an estimated, it may increase or decrease by numerous variables out of our control. Ex. Weather, parking, traffic, amount of items, improperly packing, access, etc.

6.6 Payments to Third Parties. We will be entitled to reimbursement from You of any amount We have been required to pay to a third party (other than a subcontractor) to obtain or effect delivery of the goods.

6.7 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 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.

6.8 Default Charges. If amounts are outstanding from You to Us for more than 30 days, We will be entitled to charge interest at the Commonwealth Bank maximum personal overdraft interest rate for amounts not exceeding \$100,000 from time to time, calculated on daily rests. We will also be entitled to recover all Our costs that may be incurred by Us to recover such outstanding amounts. (e.g. debt collection fees, court costs, solicitor fees, etc.)

6.9 Alteration Of Dates. If a date for the performance by Us of any Services is agreed upon in the quotation and acceptance or subsequently, and You require that date to be altered or the Goods are not available on that date, We will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.

7. Loss or Damage - Private Removals and Storage

7.1 Insurance. You are liable to arrange insurance for your goods to be moved or stored.

7.2 Damage to Goods - Furniture items. If You have elected not to take out any insurance over furniture items whilst in transit or storage and We (or Our Subcontractor) did not package any furniture items for You prior to transit or storage, We will only be liable for damage to the furniture items up to an amount of \$100 per item up to \$500 maximum.

7.3 Damage to Goods - Packaging. If the Goods sustain damage by reason of defective or inadequate packing or unpacking, and the packing or unpacking (as the case may be) was not undertaken by Us or a Subcontractor, We will not be liable.

7.4 Damage to Goods - Inherent Risk. Certain goods (including electrical and mechanical appliances, computer equipment, scientific instruments and certain musical instruments) 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.

7.5 Connections. We will not be liable for disconnecting and reconnecting any electrical equipment and white goods unless otherwise stated by us in writing.

7.6 Notification of Loss or Damage. Any claim for loss or damage under this clause 7 is to be notified by You to Us in writing, or by telephone and later confirmed in writing, within 24 hours after the date of delivery.

7.7 Maximum Value of Goods. In any claim for loss or damage under this clause 7, 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.

7.8 Exclusions. We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control. 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.