

HOMEMOVE TERMS & CONDITIONS

1. Definitions In these conditions:

"We" means HOMEMOVE PTY LTD, which at times may operate under the trading names of "Homemove" and/or "Affordamove". "Us" and "Our" have corresponding meanings;

"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, any person who actually gives us instructions for the removal of Goods, and the owner and the person receiving the Goods and "Your" has corresponding meaning;

"Goods" means all furniture and other goods accepted from the Customer which are to be the subject of the Services;

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

"Subcontractor" means any person other than one of Our employees or Transport Contractors who, under any agreement or arrangement with Us performs or agrees to perform the whole or any part of the Services on Our behalf;

"Transport Contractor" means any person We as agents arrange to provide the "Services" other than Sub-contractors or employees.

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

2. Basis of transport

2.1 Common Carriers. We are not Common Carriers and accept no liability as such.

2.2 Right to Refuse. 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.

We reserve the right to refuse to carry. We may refuse to transport:

1. dangerous or hazardous Goods or materials, and/or
2. Goods, which as a result of their excessive size, weight or inherent nature, are difficult or dangerous to transport.

We may refuse to undertake: removal of Goods from height, or activities, such as lifting of heavy items, which may in the circumstances be deemed dangerous or illegal.

2.3 Times. Times given for loading and delivery of Goods are estimated times only. Times given in relation to the starting of jobs are also estimates. We do not guarantee that jobs will commence within the given time frame, however, We undertake to use Our best endeavors to commence Your job within the given time frame.

2.4 Dismantling/Reassembling. We may undertake minor work in the dismantling and reassembling of furniture at Our discretion. We accept no responsibility for any damage caused to the furniture as a result of such activity.

2.5 Balcony lifts. Removals from windows, balconies or from any height may incur an extra charge as outlined on Our website www.homemove.com.au.

2.6 Provision of Services. We may arrange to have Services carried out by Transport Contractors, Sub-contractors or employees. If We arrange a Transport Contractor to provide Services, We act as an agent only and are not a principal party to any such agreement.

3. Your Obligations and Warranties

3.1 Information supplied by You. We have relied upon information supplied by You. You warrant the information that You have provided Us is correct.

3.2 Adequate resources. It is Your responsibility to calculate the Volume of the Goods to be transported and to ensure that the number of vehicles and size of vehicles is adequate. If the work undertaken varies from the work for which a quotation or estimate has been given or if in undertaking such work Transport Contractors, Subcontractors or employees are re-

quired to work an unreasonable or unsafe number of hours then We reserve the right to:

1. assign additional vehicles, removalists or any other resources to complete the work and/or
2. cease the provision of Services and to recommence on a subsequent date.

3.3 Owner or Authorised Agent. You warrant that You are the owner of the Goods or authorised to act on behalf of the owner. The Person delivering the Goods is authorised to do so and to sign this contract. It is agreed that no inventory of the Goods being moved and/or stored will be taken. The pre-existing condition of any Goods will be verbally agreed upon.

3.4 Dangerous Goods. You will declare all dangerous Goods, banned substances, animals and plants to Us before commencement of the job, as relocating these may be a breach of the law.

3.5 Fragile Goods. You will provide notice of Goods before commencement of the removal or storage that are of a fragile or brittle nature and which are not readily apparent as such and any special precautions that should be taken when carrying those Goods that We cannot reasonably be expected to be aware of.

3.6 Goods left behind or moved in error. You must ensure that all Goods to be removed (other than Goods being removed from store) or stored are uplifted and that none is taken in error.

3.7 Parking. You are responsible for providing adequate parking and access to enable Us to provide Our Services.

3.8 Large or Heavy Items. You will notify Us at the time of booking if you require the transportation of large or heavy items, including pianos and pool tables. The costs of transportation will be quoted separately if available.

3.9 Present at the move. You warrant that You or Your authorised representative will be present when the Goods are loaded and unloaded.

5. Delivery

5.1 We shall not be bound to deliver the Goods except to You or a person authorised 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, or for any other reason beyond Our control, We will be entitled to:

1. deposit the Goods at the customers address;
2. return the Goods to the customer; or
3. return and 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 try to contact You to ascertain whether You have alternate instructions.

5.2 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 Goods being carried on the vehicle) and by any reasonable means. If necessary or desirable, We may authorise deviation from the usual route or method of transport.

6. Lien Where money is owed by You We reserve the right to retain, refuse to deliver or reenter Your premises and seize Goods. Where payment is not forthcoming, We may dispose of Goods in lieu of payment.

7. Charges and Payment

7.1 Variation of Work Required and Delay. If the work You 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 of any part therefore, We will also 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 a third party (other than a Subcontractor) to obtain or effect delivery of the Goods.

7.2 Delay. Delays due to traffic conditions, road repairs, selection of route and the like are inherent in the furniture removal industry. We will not be liable for any loss or damage or consequential loss as a result of Our being delayed.

7.3 Payment. We require payment to be made immediately on completion of the job. Payment may be made only by cash and/or some major credit cards. Unless otherwise agreed, the job time will continue and You will be charged at the hourly rate until, full payment is received. If payment is not made immediately upon job completion You will forfeit all claims or rights to compensation.

7.4 Alteration of Dates. If a date for performance by Us of any Services is agreed upon, 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.

8. Insurance Liability It is Your responsibility to make sure all Goods are insured before relocation. By law We cannot offer You insurance. All damage to Goods is at Your risk and/or expense, excluding items covered by 1) Our Break and Repair guarantee or 2) any other Workmanship Guarantee provided by Us to You in writing prior to provision of Services.

"Break and repair guarantee", Exclusions to Our "break and repair guarantee". Delay, inherent vice, deterioration, nature of subject matter. Trade loss, loss of market and the like. Dismantling, assembly, testing or fabrication of Plant or Machinery. Paintings, artwork, sculptures, glassware and the like. Livestock, animals, and/or foodstuffs of any kind, jewellery, gold, silver articles, precious stones. Bullion, cash, banknotes, deeds, bonds, securities and other negotiable items. Nuclear, hazardous and radioactive Goods and explosives. Internal damage to electrical Goods where We have caused no major recorded external damage. Where the existing circumstances/conditions of an item OR a particular direction or instruction contravenes Our normal workmanship practices, so that damage to the Goods guaranteed may be unavoidable. Where the damage arises from conditions or things which are not known to Us eg. A defect to Goods which is not immediately obvious. Where any guaranteed Goods have not been packed by Us. Where You or Your representative are not present to agree on the preexisting condition of the Goods prior to wrapping. Where You or Your representative handle or assist with the moving of these guaranteed Goods.

Subject to the above clause We are not responsible for any liability to any Person, including the Customer, for acts or omissions by Us resulting in any loss, damage to or deterioration or contamination of the Goods, or any delay or non-delivery or other failure to supply the Services or arising out of the Goods, the Services or these conditions.

9. Legal and recovery costs You are liable for any additional cost(s) incurred by Us, as a result of Us having to recover overdue or outstanding monies.

10. Trade Practices Act The promise to repair provided by Us, is in addition to any rights that You may also have arising from the Trade Practices Act or similar legislation. Those additional rights 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 any remedies arising are modified to the extent permitted law.

11. Jurisdiction This agreement will be governed by the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of that state.

12. Severability If a condition or part is unenforceable it does not affect the enforceability of any other part or condition.

