

TERMS AND CONDITIONS

1. DEFINITIONS In these conditions:

"We" means HOMEMOVE PTY LTD, operating under our trading name of "Homemove".

"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;

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

2. BASIS OF TRANSPORT

2.1 We are not Common Carriers and accept no liability as such. We reserve the right to refuse to carry Goods or quote for the carriage of Goods. We may refuse to perform any Services/activities that are dangerous, hazardous or illegal in nature or which are against Occupation Health and Safety laws.

2.2 Times. Times given for loading and delivery of Goods are estimated times only. Starting times or start windows are estimates only, however, We will use Our best endeavors to commence Your job within the given time frame.

2.3 Dismantling/Reassembling. We may undertake minor work in the dismantling and reassembling of furniture at Our discretion.

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 Our employees are required 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.

3.4 You will notify Us before the commencement of the move of all:

1. Dangerous Goods, banned substances, animals and plants as relocating these may be a breach of the law.
2. Fragile Goods or goods of a brittle nature, which are not readily apparent as such and any special precautions that should be taken when carrying those Goods.

3. Large or Heavy Items, including pianos and pool tables. The costs of transportation will be quoted separately.

3.6 Goods left behind or moved in error. You must ensure that all Goods to be removed or stored are uplifted and that none is taken in error.

3.7 Parking. You are responsible for providing adequate parking and access. We will park in any safe areas at Your instruction, except a Clearway. If You instruct Us to park in an area that is not legal, any parking fines We receive are payable by You. Any parking fines or fees will be added to Your job costs.

5. DELIVERY

We shall be entitled to carry the Goods by any reasonable route and any reasonable means. If We cannot deliver the Goods, We are entitled to:

1. deposit the Goods at Your address;
2. return the Goods to You; or
3. return and unload the Goods into storage and will be entitled to charge for storage and for redelivery of the Goods.

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 or any part therefore, We will be entitled to charge reasonable additional amounts. We will also be entitled to reimbursement from You of any amount which We have been required to pay a third party 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. Payment must be made immediately on completion of the job, by cash, Visa or MasterCard ONLY. Unless otherwise agreed, the job time will continue until, full payment is received. We do not accept cheques.

7.4 Alteration of Dates. If a date for performance of Services is agreed upon, and You require that date to be altered, or the Goods are not available on that date, We are entitled to make reasonable additional charges for any loss or additional expense caused by the alteration or unavailability.

8. PLEDGE OF CARE – REPAIRS GUARANTEE

We guarantee to repair any damage caused by Our negligence to Your Goods, subject to the following conditions:

8.1 You MUST always be present on the job: It is agreed to save time, no inventory of the Goods will be taken and the pre-existing condition of the Goods are subject to verbal agreement. You or Your appointed adult representative, must be present at all times during the entirety of the loading and unloading, in all circumstances. If You or Your representative leave, for any amount of time, this Guarantee will become void.

8.2 You MUST report damage before job

completion: You must inspect all Goods as they are unloaded and/or relocated and any damage considered to have been caused by Us must be noted on Your contract. No claims will be accepted for any damage discovered after We have left the move.

8.3 We will ONLY accept liability for damage that occurs during:

- The loading to or unloading from Our vehicle of Your Goods for the purpose of conveyance and/or
- The provision of box packing or unpacking Services of Your Goods by Us and/or
- During the conveyance of Your Goods on Our vehicle, but, only in the event that Our vehicle is damaged by fire, flood, collision or overturning and only to the extent We are compensated by Our insurer for damage to Your Goods in these circumstances.

8.4 Repair. Our responsibility is limited to repairing damaged Goods or providing replacement on a 'like for like' basis. The choice to repair or replace will be made at our discretion and all repairs will be arranged by Us. Repairs will be made to as near the condition prior to the damage occurring and will be limited to the affected area of damage only. We will not accept liability for any other losses, including any consequential loss or loss of value as a result of the repairs.

8.5 Limit. Repair costs, replacement costs or compensation payable under this Guarantee are limited to \$5000 per item, or if several items are packed together in a box limited to \$5000 per box of items.

8.6 Our damage only. You may participate in the job or agree for others to participate, but, We are not liable for damage not caused by Us.

8.7 Option to compensate. 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 that value cannot be agreed on between Us it shall be assessed by an independent valuer chosen between Us.

8.8 Sets. Where an item is part of a pair, set or collection of items, repair or compensation shall extend only to the proportionate part of the pair, set or collection of items, regardless of any

special value the damaged or lost part may have as part of such pair, set, or collection of items.

8.9 Excluded Items. This Guarantee shall not apply:

a. Identified Risks: 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.

b. Unknown Risks: Where the damage arises from conditions or things which are not known to Us eg. a defect to goods which is not immediately obvious.

c. Unavoidable Risks: Damage caused to Goods that are inherently susceptible to suffer damage when being moved. Such items include (but are not limited to) pot plants, fish tanks and scientific equipment, self-assembled furniture or furniture made of pressed wood (if that furniture that has not been flat-packed for transport), electronic Goods not packed in their original packaging or appropriate box suitable for transport, marble or masonry items, any other item whereby moving such an item can cause unavoidable damage due to the nature of that item.

d. Electrical Goods: To internal damage to electrical Goods where We have caused no major recorded external damage.

e. Unsafe packaging: If the Goods sustain damage by reason of defective or inadequate packing or unpacking We will not be liable.

f. Types of Services: To damage caused during:

a. The dismantling or reassembly of Your Goods and/or

b. the lifting of Your Goods to or from a height.

8.10 You MUST sign before and after. You MUST sign Our customer contract in the appropriate place BEFORE the commencement of and AFTER completion of Services by US. Failure to sign in the appropriate places voids this Guarantee.

8.11 Payment withheld. If any of or the whole payment due to Us from You is withheld or not paid by clear funds, then this Guarantee shall not apply.

8.12 Insurance: It is Your responsibility to make sure all Goods are insured before relocation. All damage to Goods is at Your risk and/or expense, except as provided by this Guarantee.

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 Competition and Consumer Act 2010 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 by the 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.