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Thank you for choosing 1800 Move It to assist you with your removal work.

# GENERAL TERMS AND CONDITIONS

Thank you for selecting 1800 Move It. We hope you have a pleasurable experience and look forward to assisting you. Please read these Terms and Conditions carefully before booking our service. By booking a removal service with us, you accept these Terms and Conditions.

### Our rights and obligations

- 1. Our service to you includes trained workers, a removal truck and transit insurance, which covers damage arising from accident or fire. Please contact us for full details of this policy.
- 2. We endeavor to send out an appropriate sized truck for your job however cannot guarantee that your job will be completed in a single load.
- All of our workers have received on the job training in moving furniture and we take great pride in the friendliness and competence of our workers. Should any issues arise in relation to one of our workers you must immediately contact us on 1-800-MOVEIT or 0411 109 918.
- 4. We can refuse service to you for any reason whatsoever and need not give you a reason.
- 5. We will refuse to move any items where, in our sole discretion, to do so may be detrimental to health or property.
- 6. We may at any time during the removal break the journey, transfer the goods to another vehicle and travel by any route whatsoever. Except where such changes are beyond our control, you will not be charged any additional amounts.
- 7. Where our works take a meal or rest break a reduction, reflecting the time taken, will be made in calculating the duration of the move.

#### Your Responsibilities

- 1. You warrant the accuracy of any information you provide to us and acknowledge that we have relied upon that information.
- 2. You warrant that you have the legal right and authority to deal with any goods packed or removed by us and indemnify us to the fullest extent possible, against any claim whatsoever by breach of this warranty.
- 3. Prior to the commencement of the removal, you will give us written notice of any goods which are fragile or otherwise easily damaged and of any goods having a value over \$1,000.
- 4. We will not deliver the goods except to you (or your authorised agent) and will be entitled to charge you any additional amounts for storage and subsequent delivery.
- 5. It is your sole responsibility to ensure that no items to be moved are left behind and that no items are taken in error.
- 6. You warrant that you shall not tender for removal any item or substance that is or may become dangerous, corrosive, flammable, explosive, encouraging to vermin or pests or otherwise of a damaging nature and indemnify us to the fullest extent possible, against any claim whatsoever by breach of this warranty.
- 7. You may delay or cancel the service. However, when the loading or unloading process is delayed due to factors outside our control, an additional charge at the time rate shall apply. Where the service is cancelled or postponed by you on or after the day before pickup is due, you agree to pay half the quoted job charge plus any time actually spent at pick up, charged at the time rate, subject to a minimum charge of two hours.

## Pricing and Payment

- 1. All hourly rates quoted to you are inclusive of Goods and Services Tax.
- 2. For Packing and Moving, there is a minimum charge of two hours.
- 3. A Call Out Fee is charged for every job. If a job occurs over multiple days, the Call Out Fee is charged for each day that we work for you.

- 4. We may request payment at any time during or before the service commences.
- 5. Payment can be made by cash or credit card. We only accept Visa and Mastercard. We may charge a credit card fee on the total price of the removal service as follows.
- 6. The start time for your removal service commences from the time that we arrive at your pickup address and concludes when we finish at the final address for your job after delivery of your goods or after payment, whichever is the later. In addition, a Call Out Fee is charged for every job.
- 7. The job is not complete until it is paid for in full and any delay in payment will result in the job continuing at the normal rate of payment until completed.
- 8. Any claims of damage are separate from the bill and must be reported to us before we leave your premises.
- 9. If you vary the scope of the work from that for which the quotation or estimate given, we are entitled to make an additional charge for that further work requested by you, including for reimbursement from you of any amount which we have been required to pay to a third party to obtain or effect delivery of your goods.
- 10. Where we have not requested pre-payment, all goods carried on your behalf shall be subject to a general lien for any monies owed by you to us.
- 11. We shall have the right to seize or retain or to defer or refuse delivery of any goods that are the subject of this lien should circumstances arise that make it reasonable to conclude that you are unwilling or unable to pay any due charges in the required form or at the required place or time. Where our charges remain unpaid for a minimum period of 28 days, we may give you 28 days written notice of our intention to sell the goods, by certified or registered mail to the destination address. If the amount owing is not paid within that further period we may open any packages, dispose of the goods or sell all or any of the goods by auction or by private treaty at our absolute discretion. Out of any monies arising we may retain our charges and all charges and expenses of the detention and sale. We shall credit the surplus, if any, to you. Any such sale shall not prejudice or affect any other rights that we may have to recover any outstanding charges due or payable in respect of our service or the detention or sale of your goods.
- 12. If the invoice remains unpaid and debt collection or legal costs are incurred, 1800 Move It will charge the customer for all costs and expenses incurred in taking action to collect payment on the invoice.

#### Damage and Liability

- 1. No matter how well trained our staff or how careful we are with your goods, in any removal, there may occasionally be accidental damage to property. While we regret any damage that might occur, we cannot offer insurance against accidental damage and we advise that you take out appropriate insurance cover.
- 2. You agree that:
  - (a) you (or your authorised agent) will be present during loading at the commencement of the move and unloading at the destination;
  - (b) delays due to traffic, road conditions or vehicle breakdown are inherent in the removal industry and we are not liable for any loss or damage as a result of delay outside our control;
  - (c) unless otherwise agreed, no inventory of the goods to be moved will be taken;
  - (d) the pre-existing condition of any goods will be verbally agreed upon prior to their removal;
  - (e) regardless of the degree of care taken, certain goods carry an inherent risk of damage during removal (such as mechanical or electrical appliances, old, fragile or cheaply constructed furniture, scientific equipment, musical instruments, pot plants etc.) and we are not liable for any damage to these items; and
  - (f) we are not liable for any damage to goods not packed by us.
- 3. We agree to compensate you for direct loss arising from our willful, fraudulent, negligent or other act or omission. In any event we are not liable for damage to any single item exceeding \$1,000, unless the value of such item is agreed, in writing prior to the move. We are not liable for any consequential loss.
- 4. You will inspect all items as they are being unloaded and will be deemed to have done so.
- 5. At the completion of the move you (or your authorised agent) will be asked to record on face of this document any damage to goods or property. A failure or refusal to sign this record will be taken to be a waiver of any right to claim for loss or damage.
- 6. No claims for loss or damage will be accepted for any damage discovered after we have left the destination, except where we have pre-packed your small items into boxes.
- 7. Any damage to items in boxes packed by us must be notified to us within 48 hours of the completion of the service. Further, where such damage is discovered the broken goods and the box is to be left as found and no further unpacking is to occur except by us or with our written consent.
- 8. For consumers, our services come with non-excludable guarantees under the Australian Consumer Law, including that they will be provided with due care and skill. You are entitled, at your option, to a refund, and to compensation for any other loss in respect of a breach by us of such non-excludable guarantees.

Signature:

Name:

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