

1. Recitals

- 1.1. These Terms and Conditions are provided by and for the Removalist, more particularly described as **Moving Melbourne AU ABN 20 668 334 576**.
- 1.2. These Terms and Conditions relate to the Primary Service provided by the Removalist, namely the transportation of Goods from one location to another, as well as Related Services.
- 1.3. Any person or entity who engages the Removalist for provision of its service is taken to have read, understood, accepted, and agreed to these Terms and Conditions.
- 1.4. Once accepted, these Terms and Conditions may only be varied by written agreement between the parties.

2. Definitions

- 2.1. In these Terms and Conditions:

Client means any person or entity who engages the Removalist for provision of its Services or any person acting on behalf of, with the authority of, or under the employ of the Client.

Goods means any goods the Client has engaged the Removalist to transport, including but not limited to furniture, fixtures, fittings, equipment, personal items.

Primary service means the transportation of Goods from the pickup site to the drop-off site, including loading and unloading Goods from the Removalist's trucks.

Removalist means Moving Melbourne AU or any person acting on behalf of, with the authority of, or under the employ of Moving Melbourne AU.

Related services means services which facilitate the primary service, including but not limited to, the assembling, disassembling, packing, and unpacking of Goods.

Services means Primary service and Related Services.

3. Representations

- 3.1. The Removalist's staff, agents or representatives are not authorized to make any representations, statements, conditions or agreements other than those specifically expressed in these Terms and Conditions.
- 3.2. The Removalist cannot be held liable for any loss or damages caused by the Client's reliance on any unauthorised representation.

4. Errors and omissions

- 4.1. The Removalist cannot be held liable for any inadvertent mistake, error or

omission in these Terms and Conditions or any other invoice or document produced by the Removalist.

4.2. Any inadvertent mistake, error or omission in these Terms and Conditions does not nullify or entitle the Client to repudiate this contract.

5. Applicable Australian Consumer Law (ACL)

5.1. Nothing contained in these Terms and Conditions has the effect of contracting out of the applicable requirements of the *Competition and Consumer Act 2010* (Cth) or the *Australian Consumer Law and Fair Trading Act 2012* (Vic) (or any substitute of these acts in relevant states or territories of Australia), except as permitted by said Acts.

5.2. These Terms and Conditions are subject to applicable provisions of the above-mentioned Acts and do not remove any of the Client's applicable statutory rights as a consumer, 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 therefrom are modified and limited to fullest extent permitted by law.

6. Acceptance

6.1. The Client is taken to have accepted these Terms and Conditions upon:

- 6.1.1 Signing the Removalist's contract for Services; or
- 6.1.2 Placing an order for the Removalist's Services; or
- 6.1.3 Accepting provision of the Removalist's Services.

6.2. Once these Terms and Conditions are accepted, the Client is immediately bound, jointly and severally, by these terms and conditions.

6.3. Upon accepting these Terms and Conditions, the Client acknowledges having read, understood, and had the opportunity to obtain independent legal advice on these Terms and Conditions.

7. Cancellation after acceptance

7.1. The Client may cancel a contract/order by giving the Removalist written notice.

7.2. The following fees will be charged by the Removalist for cancellations made under clause 7.1:

- 7.2.1 If notice of cancellation is received 14 or more day prior to the Service booking date:
- 7.2.2 If notice of cancellation is received less than 14 days prior to the Service booking date:
- 7.2.3 If no notice of cancellation is received and the Removalist attends the pickup site:

7.3. The fee stated in clause 7.2.3 is also applicable if the Removalist attends the pickup site and, in its discretion, elects to not undertake the Services due to the Client failing to discharge its obligations under clause 11.

8. Price of Services

- 8.1. The Removalist will charge fees for Services based on the time taken to completed the Services requested by the Client.
- 8.2. The price due to the Removalist will be indicated invoice provided to the Client after completion of the Services.
- 8.3. The invoiced price may vary from any pre-Acceptance estimate provided by the Removalist, unless the Client was provided with a fixed-fee quote.
 - 8.3.1 Pre-Acceptance estimates are provided by the Removalist based on information provided by the Client.
 - 8.3.2 Pre-Acceptance are merely estimates and do not bind the Removalist.
 - 8.3.3 Variation between pre-Acceptance estimates and actual invoiced price does not entitle the Client to claim against the Removalist or withhold any amount due to the Removalist.

9. Payment Price due to the Removalist

- 9.1. The Client agrees to pay the price due to the Removalist:
 - 9.1.1 By way of non-refundable advance payment, if so demanded by the Removalist ; or
 - 9.1.2 Partly by way of a non-refundable advance payment, and partly on receipt of invoice following completion of Services; or
 - 9.1.3 Fully on receipt of invoice following completion of Services.
- 9.2. The Client agrees to pay the price due to the Removalist:
 - 9.2.1 In full without any deduction or right of set off for any claim.
 - 9.2.2 By cash, debit/credit card (subject to surcharge), EFTPOS or cheque.
 - 9.2.3 By the due date specified on the invoice.

10. Default in payment:

- 10.1. If the Client does pay the price due to the Removalist by the specified due date, the Removalist may:
 - 10.1.1 charge interest on the overdue balance on a daily basis, at a rate of 15% per annum; and/or
 - 10.1.2 initiate proceedings in a Court of competent jurisdiction against the Client for recovery of the overdue balance plus accrued interest plus costs incurred by the Removalist to bring the proceedings.

11. Client's warranties and responsibilities

- 11.1. The Client warrants that:
 - 11.1.1 The Client owns the Goods, or is authorized by the owner of the Goods, to engage and instruct the Removalist for Services relating to the Goods.
 - 11.1.2 The Goods are fit for the Services and their removal, carriage, or storage does not violate any laws of relevant jurisdiction.
- 11.2. The Client irrevocably and absolutely indemnifies the Removalist for any loss or damage which arises out of the Client's failure to fulfil the above warranties.

11.3. The Client is responsible for:

11.3.1 Ensuring that the Goods are properly adequately insured for transit prior to the Removalist undertaking any Services. The Removalist will not undertake to insure the Goods and its liability for damage to the Goods is limited, per clause 13.

11.3.2 Being present, or having an authorized representative present, at pickup and drop-off sites whilst the Removalist undertakes the Services and provide the Removalist with any required instructions.

11.3.3 When booking the Services, providing the Removalist with accurate and adequately detailed information regarding:

- Description and class of each of item of Goods, including fragility, dimensions, weight.
 - Items that are especially fragile, voluminous or heavy are to be specifically identified.
- Nature of pickup and drop-off sites, including their correct street addresses, availability/location of parking facilities, issues related to removing/entering the Goods such as stairs or narrow doors and corridors.
- Specific date and time when Services are required.

11.3.4 Ensuring that parking facilities are arranged, at Client's own cost where required.

11.3.5 Obtaining, at client's own cost, any necessary permits or licenses required for the removal and transit of the Goods.

11.3.6 Adequately preparing the Goods for removal and transit, including:

- Removing all contents from refrigerators, cabinets, drawers etc.
- Ensuring Goods, such as refrigerators, are free of any fluid.
- Ensuring electronics are properly disconnected.
- Packing Goods in a manner that is adequate to prevent damage in transit.
- Removing any especially valuable or extremely fragile items from the Goods, or providing proof of insurance for these items, if so demanded by the Removalist.

11.3.7 Ensuring that pickup and drop-off sites are fit for Services and not unhygienic, unlit, unsafe or prohibited areas.

11.4. If the Client fails to meet its obligations under clause 11.3, the Removalist, in its sole discretion, may refuse to undertake some or all of the Services in relation to some or all of the Goods.

11.5. The Removalist will not be liable for any loss, damage or additional costs that arise from the Client's failure to fulfil the responsibilities under clause 11.3.

12. Scope of Related Services

- 12.1. The Removalist may provide Related Services at the request of the Client.
- 12.2. Related Services will only be provided under the supervision and instruction of the Client. The Removalist will not be liable for any loss or damage which arises out of a deficiency or error in the Client's instructions in relation to Related Services.
- 12.3. Related Services that may be provided by the Removalist are limited to those tasks which do not ordinarily require licensed professionals. For example, the Removalist will not perform any tasks which are ordinarily performed by electricians or plumbers.
- 12.4. The Removalist will not be liable for any loss or damage which arises out of the Client undertaking tasks itself, which would have constituted Related Services. For example, if the Client has packed the Goods, the Removalist will not be liable for any damage arising from improper packing.

13. Limits on the Removalist's liability

- 13.1. The Removalist's liability for loss or damage caused to the Goods or other property, whilst undertaking Services, or any consequential loss or damage, is strictly limited to loss or damage caused by the Removalist intentionally, negligently, or as a result of the Removalist breaching its obligations under ACL.
- 13.2. To be clear, the Removalist will not be liable any loss or damage caused to the Goods or other property whilst undertaking Services, or any consequential loss or damage, if said loss or damage is caused by circumstance/events outside of the Removalist's reasonable control or despite the Removalist acting with the upmost care and attention.
- 13.3. The Client acknowledges that the Removalist provides pick-up and drop-off timeframes merely as estimates. The Removalist will not be liable for any loss or damage which arises out of a delay in completing the Services, unless such delay is caused by the Removalist intentionally, negligently, or as a result of the Removalist breaching its obligations under ACL.
- 13.4. The Removalist may, in its sole discretion, raise issue with carrying items of Goods which it finds to be especially valuable or fragile.
 - 13.4.1 If the Client continues to request that such Goods form part of the Services, the Removalist cannot be held liable for any loss or damage caused to these Goods.
- 13.5. If the client intends to claim against the Removalist for an applicable loss or damage, the Client must:
 - 13.5.1 Notify the Removalist of the loss or damage in writing.
 - 13.5.2 The Client's written notification must be provided to the Removalist prior to the Client signing the invoice provided by the Removalists.
 - 13.5.3 The Client signing the invoice is taken to mean acceptance of the properly completed Service.
- 13.6. Where the Removalist accepts liability for loss or damage caused, it may, in its sole discretion, decide to:
 - 13.6.1 Repair the damaged Goods or property to as near the condition prior to

- the damage occurring;
- 13.6.2 Replace the damaged Goods or property if a repair cannot be performed; or
- 13.6.3 Compensate the Client for the damaged caused to the Goods or property.

14. Storage of Goods

- 14.1. If the Removalist is unable to deliver the Goods at the drop-off site due to a breach of these Terms and Conditions by the Client, the Removalist may arrange for the Goods to be stored at a storage facility.
- 14.2. The Client will be liable for the costs associated with such storage.
- 14.3. The Client will be solely responsible for any loss or damage caused to the Goods whilst they are in storage.
- 14.4. Additional charges will apply if the Client engages the Removalist to deliver the Goods from the storage facility to the drop-off site at a later date.

15. Severance

Any provision in these terms and conditions which is prohibited or unenforceable is to be severed and read down to the extent necessary to make these terms and conditions enforceable.

16. Applicable Law

These terms and conditions are governed by the law in force in Victoria, Australia..

