

“We Move You” – Contract for Removal Services

1. Definitions

In this contract:

- 1.1 **“We”** means “We Move You” ABN 28 112 446 640, and **“Us”** and **“Our”** have corresponding meanings;
- 1.2 **“You”** means the party entering into this Contract with us, and **“Your”** has a corresponding meaning;
- 1.3 **“Goods”** means all furniture and other effects to which this Contract relates;
- 1.4 **“Services”** means the whole of the work to be undertaken by us in connection with the Goods.

2. Right to reserve discretion

We reserve the right to refuse to quote for the carriage of goods for any particular person and to refuse carriage of any goods or classes of goods at Our discretion.

3. Your obligations and warranties

- 3.1 **Acceptance of Contract.** Acceptance of Our Services, including in accordance with any quote/estimate given by Us, constitutes automatic acceptance of all terms and conditions set out in this Contract.
- 3.2 **Method of acceptance.** Acceptance of Our Contract may be given by Electronic Signature or by replying ‘Yes’ to an email or text message referring to the offer of Our Services.
- 3.3 **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. Our quote is for listed items only. Where additional items are required to be moved on the date of removal, these items may incur additional charges.
- 3.4 **Quote applies to Access as Described.** You warrant that the quote accepted by You for our Services applies to the access as described by You prior to us providing you with the quote. Extra charges may apply where access differs from that described by You.
- 3.5 **Owner or Authorised Agent.** You warrant that, in entering into this Contract, You are either the owner of the Goods, or the authorised agent of the owner.
- 3.6 **Presence at Loading/Unloading.** You will ensure that You or some person on Your behalf is present when the Goods are loaded or unloaded.
- 3.7 **Readiness on Our Arrival.** Unless other arrangements are agreed to by Us in advance, You will ensure that the Goods are packed and ready for Us to commence removal from the premises when We arrive.
- 3.8 **Packing prior to removal.** Unless otherwise agreed with Us, You will ensure that all smaller items are packed into boxes, where a minimum of 90% of boxes are sealed and stackable. A minimum of 90% of boxes must weigh less than 20kg per box, otherwise additional charges may apply.
- 3.9 **Goods requiring disassembly.** Unless otherwise agreed with Us, disassembly/assembly of furniture required of Us in order to remove Your Goods will incur additional charges, depending on the time involved and degree of difficulty.
- 3.10 **Door removal/replacement and balcony lifts.** Door removal/replacement or the use of balcony lifts for the purpose of removing larger items will incur additional charges.
- 3.11 **Dangerous Goods.** You warrant that the Goods do not include any firearms or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature. We reserve the right to refuse to remove 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 You.
- 3.12 **Fragile Goods and Valuable Items.** You will, prior to the commencement of the removal, 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 or money having a value in excess of \$1000.00.
- 3.13 **Safe Access.** You will ensure safe access for the moving of the Goods. You guarantee that the area in which the Goods are to be moved is to be clear of pets, children, or any items that may present a trip hazard. We may refuse to provide our Services on arrival if the area is unsafe, or if We repeatedly encounter hazards in Our way.
- 3.14 **Goods Left Behind or Moved in Error.** You will ensure, to the best of Your ability, that all Goods to be removed are uplifted by Us and that none is taken in error. We will not be responsible for any Goods taken error. Such Goods are to be returned by You at Your own expense and in accordance with Your own arrangements.
- 3.15 **Multiple trips.** We do not guarantee that the Goods will be able to be moved in one trip only, unless we have specified that only one trip will be required in a written quote provided to You and accepted by You.

4. Method 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.

5. Delivery

We shall not be bound to deliver the Goods except to You or a person authorised in writing 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 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 endeavour to contact You to ascertain whether You have any alternate instructions.

6. Charges and Payments

- 6.1 **Deposit required.** You undertake to provide us with a non-refundable deposit of \$200 at the time of acceptance of our quotation for removal. Without payment of the deposit, removal cannot be carried out. Once the deposit is paid, removal will cost the amount quoted, plus any additional costs where warranted, minus the deposit.
- 6.2 **Minimum booking.** A minimum booking of 4 hours is required, unless otherwise agreed by Us.
- 6.3 **Method of calculation of payment.** Work may be charged at a fixed price or, alternatively, at an hourly rate. The amount charged will depend on the difficulty and size of the load and the distance required for transportation of the load. Time spent on a job includes travel time to and from Our depot.



- 6.4 **Payment required on date of removal, prior to unloading of Goods.** Payment of the remainder of the removal price, as quoted or estimated, is required on the date of removal and prior to unloading of Goods. Payment may be by cash, credit card, eftpos or direct deposit.
- 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 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 to a third party to obtain or effect delivery of the Goods.
- 6.6 **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.
- 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 on the date of removal, You agree to thereupon pay the charges on that date.
- 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 a reasonable rate, calculated daily.
- 6.9 **Unpaid Invoices.** In the event that You do not pay Us in full for delivery of the Goods, or for our Services, we reserve Our right to commence proceedings for recovery of the debt and to seek legal costs and any associated expenses for these proceedings from You.
- 7. Loss or Damage**
- 7.1 **Exclusions.** We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control.
- 7.2 **Damage to Goods – Packaging.** If the Goods sustain damage by reason of defective or inadequate packing, and the packing or unpacking (as the case may be) was not undertaken by Us, We will not be liable.
- 7.3 **Notification of Loss or Damage.** Any claim for loss or damage under this clause is to be notified by You to Us in writing, or by telephone and later confirmed in writing, as soon as the loss or damage becomes known and as soon as possible after the date of delivery.
- 7.4 **Maximum Value of Goods.** In any claim for loss or damage under this clause, 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.
- 7.5 **Negligence for Commercial Removals.** If the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, we will only be liable for loss or damage resulting from Our negligence, and in any event that liability will be limited to \$100 per item or package, or \$1,000 in respect of all Goods moved or stored under this agreement (whichever is the lesser).
- 7.6 **Claims for Negligence.** In circumstances where We are liable under subclause 7.5, notice of the claim must be given by You to Us as soon as possible, and written notice must be given within 14 days of the date of delivery or, in the case of loss, the date upon which the Goods would ordinarily have been delivered, failing which We will have no further liability.
- 8. Insurance**
- Insurance is not included in the price of removal. We recommend getting Your own insurance or checking Your coverage with your home insurance provider.
- A free quote for insurance can be obtained from <https://www.removalsinsurance.com.au>. If You opt to purchase a policy through this provider, please note that We may receive a commission on that policy.
- 9. Disputes**
- If You or We consider that a dispute has arisen in relation to this Contract (either during the Services, or after they have been completed), written notice of the dispute will be given to the other party. Even if that notice is given, You and We must continue to perform any obligations outstanding by Us under the Contract.
- 10. Variation and Notice**
- The terms of these conditions cannot be varied other than by You and Our mutual consent. Our consent can only be given by a proprietor or manager, and must be evidenced in writing.