



These terms and conditions will apply to all contracts in respect of which you have requested us to arrange for the carriage of goods.

You acknowledge and accept that you have read, understood, and agreed to these terms and conditions prior to booking a move with us.

## 1. Definitions

- “us”, “our” or “we” means Dremovals Pty Ltd ABN 26648677598
- “you” or “your” means the authorised person booking the carriage of goods or similar services to be carried out by us.
- “goods” means any good or item which you have requested to be carried or arranged to be carried by us.

## 2. Removal Services

- We are not common carriers and accept no liability as such.
- We reserve the right to refuse to quote for the carriage of goods for any particular reason and for carriage of any goods or classes of goods at our discretion.
- You acknowledge and accept that any pickup/delivery time or date advised by us is indicative only and is not guaranteed to be met. If there is a pickup/ delivery time or date which in our opinion cannot be reasonably met, then we reserve the right to alter that time or date at any time before the commencement of the move.
- Due to OH&S issues, we expect your items to be of a standard cleanliness and we have the right to refuse to move items considered by our movers as dirty. All your items should be put into boxes and the boxes be suitable for moving. We will not move boxes that are not strong enough to carry the items that have been placed in them.
- If our removalists believe there are safety risks, or the work being requested is not suitable for our removalists and/or equipment we have the right to refuse to undertake the work.

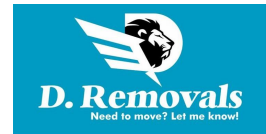


## Local Moves (within the same state)

- Our prices quoted in the booking confirmation are per hour rates and are charged in 15-minute increments. Please note that the prices are not a fixed price but an hourly rate. Prices quoted excluded GST.
- Our rates start from the time our removalists arrive onsite until the completion of the move at the final destination address and the payment done.
- A call-out fee will be charged on moves to cover our travel expenses travelling to and from the move. This fee will be quoted to you prior to your move.
- All moves incur a 1-hour minimum charge within a radius of no more than 20km
- Any waste disposal fees incurred during the move will be charged to you upon tip receipt
- We do not take tolls roads unless the client specifically requests us to do so, in which case it will be at your expense.
- All moving estimates given verbally (i.e. over the phone) cannot be considered a fixed cost. The minimum fee is not a fixed costing of the move.
- We provide a quote for a number of trucks and removalists which is based on the information you have provided over phone and or email us about your property. This does not guarantee the work will be completed within a certain timeframe or that additional resources may not be required on the day if our removalists believe it is necessary to complete the work in a given timeframe.

## 3. Specialist Items

Please notify us if you have any of the following items: - Double Door or Commercial Refrigerator; - Piano or Organs (we do not move grand pianos or pianolas); - Items made from marble; (will not cover by insurance) - Glass Table tops or cabinets; - Pool or Snooker Tables (we do not move commercial pool tables or any heavier than approximately 350kg); - Large Pot Plants that have not been cleaned; - Animal enclosures, fish tanks,



etc.; - Any items heavier than 100kg; - Any items larger than 3 metres in length; - Sensitive and/or delicate items such as fishing rods. We reserve the right not to move any of the above listed items if we were not informed of such items at the time of the booking. There may also be additional charges for moving any of the above items start from \$200.

#### 4. Your Obligations and Warranties

- You warrant that any information that 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.
- You warrant that, in entering into this agreement, you are either the owner of the goods, or the authorised agent of the owner of the goods.
- You must ensure that you or a person acting on your behalf is always present when the goods are loaded or unloaded. You agree that we will not be held responsible or liable for goods not collected, for collecting the incorrect goods, and/or for or any loss of or damage to goods if you or a person acting on your behalf is not present, for any amount of time, during the loading and/or unloading of the goods.
- You should inspect all the goods as they are unloaded and/or relocated. If there is any loss of or damage to goods that you consider having been caused by us, please ensure you notify our office no later than 24 hours after completion of the job. Unless you advise us within 24 hours of completion of the job, we will not be responsible or liable for any such alleged loss or damage.
- 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 nor likely to encourage any vermin or pest unless you have disclosed to us in writing the presence and nature of any such items prior to them being made available to us for loading or storage. We may refuse to remove or store 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.



- You must, 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, money, collections of items or precision equipment in any case having a value in excess of \$1,000.
- You must ensure, to the best of your ability, that all goods to be removed (other than goods being removed from store) or stored are uplifted by us and that none is taken in error.
- We expect you to be polite and not rude to our movers, we reserve the right to not complete a job if you or the people in your property are not acting in a professional manner.
- You are expected to do a final inspection of your property prior to our removalists leaving to ensure that nothing has been left behind and that all tasks requested have been completed. You should ensure all power, taps, etc. are off and doors, windows and garages are locked.
- Prior to our removalists arriving, you should disconnect all appliances from power and any hoses should be disconnected from their taps. You should also remove items such as TVs from any brackets/walls.
- If you have not done the above, our removalists will do what they can in terms of removing items from walls or disconnecting and re-connecting appliances, however they are not plumbers, electricians, or handyman and as such we cannot guarantee or warrant those tasks. You should have a licensed plumber/electrician/handyman attend to these items or check these tasks once they have been completed.
- Any type of protection for the premises of the property such as elevators and your responsibility, if any damage occurs and it was your lack of communication with strata or building manager we do not bear the responsibility, nor is it our responsibility to put protections on the property

## 5. Delivery

We will 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. Any problem in accessing the property due to lack of keys, loss of keys, restricted access, broken elevator is not our responsibility and the time we have to wait will be passed on to the customer.

## 6. Cancellation Policy

- Local moves (i.e. moves within the same state) cancelled, rescheduled or placed on hold at least 48 hours prior to the estimated arrival time will incur no fee
- For any move cancelled, rescheduled or placed on hold within 24 hours of the estimated arrival time, you will incur the minimum charge we quote plus callout fee charge. This will be charged onto the business bank account.
- Our quotes are subject to availability at the time the quote was provided to you. We give no guarantee there will be availability if you book at a later date. If we are unable to offer you our service during your requested time slot due to no availability, we will provide you with a refund if the booking was made without consulting our sales department.

## 7. Payment and Deposits

Local Moves (within the same state)

- You must pay the full amount due on completion of the move either by bank transfer or cash. Invoices includes GST. You must ensure that you have the payment available in either cash or bank transfer as soon as we finished the job, the maximum waiting time for the payment is 15 min, after that we keep charge you until the payment is done.
- If you have any issue or concern with your move or what you were charged, you should email our customer service team at [contact@dremovals.com.au](mailto:contact@dremovals.com.au) so that it can be resolved.



- Interest shall run on the amount of monies outstanding from the date due for payment until the date payment is made at the rate prescribed by the Penalty Interest Rates Act (NSW) plus two percent.
- In the event of the Customer being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection the Customer shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply.  $Commission = \frac{Original\ Debt}{(100 - Commission\ \% \text{ charged by the agency including GST})} \times 100$ . In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.
- Without limitation and at our Dremovals's discretion, upon unloading your goods, Dremovals reserves the right to withhold some of your goods in the truck until the final payment has been made.

#### General

- As noted above we accept either cash (where applicable) or bank transfer as forms of payment. Cheques are not accepted unless pre authorised with us.

#### 8. Vehicle Sizes

- We endeavour to always quote the correct vehicle for your move. However, our decisions are based on the information we are provided by you over the phone or when you completed our online enquiry form. We will not be liable if the truck provided is too small for a single move and multiple moves are required.
- Please advise us of any loading docks height clearance, our large trucks have a height minimum of 3.2m and our smaller trucks a height minimum of 3.1m.



## 9. Method of Carriage and Subcontractors

- We will 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) any by any reasonable means.
- We reserve the right, at our discretion, and without notice to you to subcontract all or part of the carriage of goods, and as a result of such, you indemnify us for any delay or damage due to any act or omission of the subcontractor, its employees or agents.
- Any provisions in these conditions which limit our liability also apply to our employees and our subcontractors and their employees.

## 10. Insurance & Loss/Damage to Property

- Dremovals has Goods Public Liability Insurance. Your goods are covered by our insurance if our moving agents are negligent to any or all items and analysed by the insurance company and they will give a final opinion that the item will be repaired and/or replaced any item that is refused to be paid by our insurer departs from our coverage responsibility.
- For cases where our moving agents are not negligent, insurance is highly recommended by us and you acknowledge and accept sole responsibility for ensuring that your goods are adequately insured for loading, unloading and transport by arranging the relevant insurance coverage. Insurance can be obtained by contacting your current insurance provider or Removals Insurance Australia and or Cover Freight direct on our quote, both are our trusted insurance brokers and can arrange insurance for your goods while they are in transit.
- While we take all necessary care to ensure that your goods arrive safely, there may be circumstances where we are not responsible for any loss or damage to your goods that occurs during a move in accordance with clause 12.
- Our insurance does not cover in any circumstance the items below - Stone, Slate, Ikea Furniture; - Any Marble Part; - Home contents and



personal effects (domestic removals); - Precious metals and stones, or jewellery; - Money (which means any coin or banknote), bullion, cheques, credit or other card sales vouchers, securities or shares, bonds, deeds,

bills of exchange or any document that represents or is exchangeable for money; - Appliances Failure is not covered; - Boxes or Goods packing by your self; - Items are already damaged; - Work art and Antiques;

• We're only human, and sometimes, although rarely, things happen. In almost all cases, breakage does not occur. But if your belongings are valuable and irreplaceable, then we strongly urge you to consider safeguarding your move with insurance.

• On the 10th of March 2004 the "Financial Services Reform Act" came into effect. Under this act, it is against the law for anyone, other than an Australian Financial Services Licensee, to advise, sell or arrange insurance on someone else's behalf. Only the owner of the goods can insure their goods against accidental damage.

• Under the Trades Practices Act, sections 68 & 74, a courier or carrier has no implied duty of care of goods in their custody and control and therefore cannot be held liable for any accidental damage. If the owner of the goods does not insure or take the risk of not insuring their goods, that is a risk they have taken and therefore a loss that they alone will incur.

## 11. Risk and Title

- All risk in the goods will pass to you on delivery.
- All of your goods received by us will be subject to general lien for any monies owed by you to us as a result of this Contract.
- Title in the goods will not pass to you until we have been paid in full for the move.

## 12. Loss or Damage – Private Removals

- These terms and conditions are in addition to any other rights or remedies that you may have under the Australian Consumer law. Those additional remedies 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 remedies are modified to the extent permitted by law.

- You must notify our office in writing within 24 hours of completion of the job if there is any damage/loss to your goods. Failure to notify us within this period means we will not be responsible or liable for any such alleged loss or damage.
- If the goods sustain damage by reason of defective or inadequate packaging, packing, or unpacking, and the packing or unpacking (as the case may be) was not undertaken by us or our subcontractor, we will not be liable for any loss or damage to the goods. It is your responsibility to ensure your goods are properly packaged and protected in a suitable manner for transport. Dremovals takes no responsibility for goods damaged during transport that were not adequately protected using packaging.
- For minor cosmetic damage such as marks, scuffs, scratches and dents, Dremovals will pay \$50 per item damaged.
- Certain goods (including without limitation electrical and mechanical appliances, computer equipment, scientific instruments, musical instruments and old or self assembled furniture) are inherently susceptible to suffer damage or disorder upon removal. Unless that damage or disorder results from the want of due care and skill on our part, we will not be liable for any loss or damage to the goods.
- Irrespective of any damage or loss that may have been caused by Dremovals, you will still need to make complete payment upon completion of unloading your goods. For any claim for damage or loss you will need to contact the office so that the normal process for claims can be followed.
- We are not liable for any damage not caused by us or which results from any cause beyond our control.
- Notwithstanding anything contained in these terms we will only be responsible or liable for loss or damage to goods where such loss or damage can be proven (without reasonable doubt) to have been caused by our negligence.



- If an item is damaged and is to be replaced, if Dremovals pay you financially for this, Dremovals will collect and take ownership of the damaged item.
- 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.

- Notwithstanding anything else contained in these terms and conditions our liability is limited to repairing the damaged goods to as near the condition as prior to the damage occurring as possible or replacing lost goods with the same or similar good. These repairs or replacements will be arranged by us. No responsibility is accepted or any other losses whatsoever including any consequential loss or loss of value as a result of repairs or replacement of goods.
- 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 the value cannot be agreed on between us it will be assessed by an independent valuer chosen between us, and if we cannot agree, chosen by the President for the time being of the New South Wales Law Society. The value of determination will be final and binding on the parties. The costs of the valuer will be paid by the party whose value differs most from the valuers.
- Where an item is part of a pair or set of items, repair or compensation will extend only to the proportionate part of the pair or set of items.
- If you or someone on-site that is not one of our movers, assists with the loading or unloading of your goods into or out of our truck, you may not be covered by our insurance policies.
- If you or someone on-site that is not one of our movers, assists with the moving, you may not be covered by our insurance policies for those items.

### 13. Loss or Damage – Commercial Removals

- Application: If the move is required by you for the purposes of a business, trade, profession or occupation in which you are engaged, the following



conditions of this clause will apply. • Negligence: We will only be liable for loss or damage resulting from our negligence which can be proven (without reasonable doubt) 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). For minor cosmetic

damage such as marks, scuffs, scratches and dents, Dremovals will pay \$50 per item damaged.

• Claims: In circumstances where we are liable under the above subclause, notice of the claim must be given by you to us as soon as possible, and written notice must be given within 7 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.

#### 14. Packing Materials

- All packaging materials are at an additional cost to the client.
- Our removalists will not collect used butchers paper or rubbish. It is the clients' duty to dispose of these.

#### 15. Packing and Unpacking Services

• Dremovals offers packing and unpacking services as part of its' complete moving service. These services are available at a minimum of 2 persons for 4 hours Plus Travel fee. The normal hourly rate per person per hour is \$82.5 including GST. Each booking is a minimum of 2 packers/unpackers for \$600 inc. GST Plus Travel fee. • There is no guarantee as to the amount of packing/unpacking work undertaken in the specified time. Generally each packers can pack/unpack 4-6 boxes per hour. Should you request additional hours on the day, this will be billed at the time of requesting the additional hours.

• It is your responsibility to ensure you have adequate boxes and packaging material (we recommend 1 kg of butchers paper for every 4 boxes). In a typical 4 hour session, you should have at least 30 boxes available (a combination of book cartons and tea chest boxes) along with packaging tape.



- If bookings are cancelled, re-scheduled or postponed within 24 hours of the booked start time, there will be no refund on the payment made, you will still pay the full rate. Should our packers be unable to gain access to the property on the day or there is some form of dispute/disagreement on-site with the parties inside the house, the packers will leave the

property and you will still be charged the full rate.

- Our quotes are subject to availability at the time the quote was provided to you. We give no guarantee there will be availability if you book at a later date. If we are unable to offer you our service during your requested time slot due to no availability, we will provide you with a refund.
- Dremovals will not be responsible for any damage or loss of items related to our packing or unpacking services. If you have any jewellery or valuable items of concern to you, we recommend you pack and store these items and not have our packers pack them for you.
- Dremovals has the right to not pack or unpack in any property that is not considered to be at a reasonable hygiene level. If your property and/or goods are not considered clean, we have the right to not undertake the work.