

## 1.0 Definitions

In these conditions :

"We" means Curtis Removals and Storage ABN 15 205 452 164 and "Us" and "Our": have corresponding meanings.

"You" means the party entering into this agreement for services with Us, and includes the party to whom Our quotation is addressed and the party by whom the acceptance is signed, and "Your" has corresponding meaning.

"Goods" means all furniture and other affects which are to be the subjects of the services.

"Services" means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage.

"Subcontractor" means any person other than one of Our employees who, under any agreement or arrangement with Us (whether directly or indirectly) performs or agrees to perform the whole or any part of the services.

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

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## 2. We are not Common Carriers

We are not Common Carriers and accept no such liability as such. We reserve the right to refuse to quote for the carriage of goods for any particular person and for the carriage of any goods or classes of goods at our discretion.

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## 3. Your Obligation and Warranties

3.1 Information supplied by You. We have relied upon information supplied by You. You warrant that the information You have provided Us is correct.

3.2 Owner or Authorised agent. You warrant that You are the owner of the goods or authorized to act on behalf of the owner.

3.3 Presence at Loading/Unloading. It is agreed that no inventory of the goods being moved and/or stored will be taken. The pre-existing condition of any goods will be verbally agreed upon. In order to agree on these arrangements, You will ensure that You or Your appointed representative is present at all times during loading/unloading, in all situations. Where You or Your representatives leave, for any amount of time, we will not repair, or compensate You for any damage.

3.4 Fragile Goods. You will provide written notice of goods prior to the commencement of the removal or storage which are of a fragile or brittle nature and which are not readily apparent as such and any special precautions that should be taken when carrying those goods that we cannot reasonably be expected to be aware of.

3.5 Valuable Items. You will provide written notice of items which compromise jewellery, precious objects, works of art, money, collections of items or precision equipment, and all items valued in excess of \$3000, prior to the commencement of the removal or storage services.

3.6 Goods Left Behind or Moved in Error. It is Your responsibility to ensure that all goods to be moved (other than goods being removed from store) or stored are uplifted by Us and that none is taken in error.

3.7 Acceptance of Goods. At the completion of the move, You or Your authorized representative will be asked to record on the face of this document (in the space provided) any damage to Goods or property. If You or Your representative refuse to sign the record, this refusal will be taken to be a waiver of any right to claim for loss or damage.

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## 4. Method of Carriage and Subcontractors.

4.1 Mode of Carriage. We shall be entitled to carry the goods by any reasonable route, (having regard to all circumstances including the nature and destination of any Goods being carried on the vehicle) and by any reasonable means.

4.2 Subcontractors. We may use a subcontractor or subcontractors to undertake the whole or any part of the services, but if we do so, We will continue to be responsible to You for the performance of the Services.

4.3 Liability of Subcontractors and Employees. Any provisions in these conditions which limit Our liability also apply to Our subcontractors and to our employees and to the employees of Our subcontractors. For the purpose of this sub-clause, We are or are deemed to be acting as an agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this agreement.

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## 5. Delivery.

We shall not be bound to deliver the Goods except to You or a person authorized by you to receive the goods. If we cannot deliver the goods either because there is no authorized 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 endeavor to contact You to ascertain whether You have alternative instructions.

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## 6. Charges & Payment

6.1 Variation of Work Required and Delay. If the work You ultimately required Us to do varies from the work from which a quotation or estimate has been given, or if We are prevented from or delayed in undertaking the Service of any part thereof, (except where that prevention or delay resulted from a factor within Our control), We will also 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 a third party (other than a subcontractor) to obtain or effect delivery of the Goods.

6.2 Delay. Delays due to traffic conditions or road repairs, selection of route and the like and vehicle break down 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 transit or being delayed for any reason other than factors within our control.

6.3 Alteration of Dates. If a date for performance by Us of any services is agreed upon, 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.

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## 7. Lien On Goods Until Payment is Received.

All goods being moved or stored shall be subject to a general lien for any outstanding monies owed by You. 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 a required place or time, We reserve the right to retain or refuse delivery of any Goods or to re-enter Your premises and seize some or all of the goods delivered. When payment is not received within 14 days, We reserve the right to dispose of the goods in lieu of payment.

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## 8. Exclusions.

We will not be liable for any loss or damage, nor any delay which result from any cause beyond our control.

8.1 Damage to Goods – Packaging. If the Goods sustain damage by reason of defective or inadequate packing or unpacking, and the packing or unpacking (as the case maybe) was not undertaken by Us or a subcontractor, We will not be liable.

8.2 Damage to Goods – Inherent Risk. Certain goods (including but not limited to electrical, mechanical appliances, computer equipment, scientific instruments, certain musical instruments, pot plants, plants and furniture made of pressed wood,) are inherently susceptible to suffer damage or disorder being moved no matter how carefully they are handled. We will not be liable in respect of these items.

8.3 Damage to Goods – dismantling and re-assembly. Part of the removal may require the dismantling of goods and their re-assembly. At your request we may do so but accept no responsibility for any damage or loss occurring or resulting. We do not guarantee reassembly, and will charge for the time it takes regardless of non-completion.

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## 9. Loss or Damage

9.1 Must Report any Damage before completion. As the existing condition of the Goods are subject to verbal agreement, You must inspect all the Goods as they are unloaded and/or relocated AND any damage considered to have been caused by Us must be listed on the front of this document. No claims will be accepted for any damage discovered after We have left the move, except where We have pre-packed Your small items into boxes. Where this is the case, any damage to any items contained in the boxes packed by Us must be reported to Us within 48 hours of the completion of Our Services. Further, where such damage is discovered the broken goods are to be left as found and no further unpacking of the relevant container is to occur and We are to be immediately contacted on the phone numbers on the front side of this form.

9.2 Our Damage Only. Where You or a person with Your agreement participates in the move, We are not liable for any damage not caused by Us. We will only be liable for loss or damage resulting from our negligence and in any event liability will be limited to \$250 per item.

9.3 Option to Compensate. In lieu of repairing Goods we have the option to compensate You to 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 a licensed auctioneer independent valuer chosen between Us and if we cannot agree, chosen by the president for the time being of the Law Institute of Victoria (or any replacement body). The cost of the valuer shall be borne equally.

9.4 You will bear the first \$500 of any claim made.

9.5 Repair Damage. We will repair damage Goods to as near the condition prior to the damage occurring and these repairs will be arranged by Us. No responsibility is accepted for any other losses whatsoever including any consequential loss or loss of value as a result of the repairs.

9.6 Vehicle Damage. In the event that damage to goods arises from the transport vehicle being damaged by flood, fire, and collision or overturning and we are compensated by our insurer for the damage to Your Goods, You will be compensated but only to the extent we are paid compensation by our insurer for Your Goods.

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10. Sets. When an item is part of a pair, sets, suite or collection of items, repair or compensation will only be extended to the proportionate part of the pair, set suite or collection of items, regardless of any special value the damage or lost part may have as part of such a pair, set suite or collection of items.

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11. Meal or Rest Break. Where the duration of the move exceeds 5 hours, We will be entitled to a 30 minute meal or rest break for which no reduction or deduction will be made in calculating the duration of the move.

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12. Trade Practice Act. The promise to repair (or compensate) provided by Us is in addition to any rights that you may also have arising from the Trade Practices Act 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 there from are modified to the extent permitted by law.

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13. The Law which governs this agreement will be the law of the State of Western Australia.

I/We declare that I/WE have read and agree to the terms and conditions and understand the importance of the information provided and further acknowledge that all arrangements regarding contact while enroute and/or at the destination, method of payment and notifications of charges are as requested by you.

Client's Signature: .....