**Orange Removalist – Terms & Conditions of Service**

By appointing Orange Removalist as your removalist, you acknowledge and agree to the following Terms and Conditions:

**1. Permission to Enter Premises**

The customer authorises Orange Removalist and its employees to access all relevant addresses for the purpose of relocating household furniture and goods. Staff will wear appropriate protective clothing and high-visibility gear as needed. While every effort will be made to avoid bringing in water, mud, or debris, complete prevention cannot be guaranteed.

**2. Waiver of Liability**

Orange Removalist is not liable for structural or moisture damage to properties caused by environmental factors, unless due to:

* Mechanical failure or breakage of company equipment or vehicle
* Wilful misconduct or intentional damage
* Gross negligence

Orange Removalist is also not liable for any incidents involving third parties not employed by the company.

**3. Deposit Policy**

A $350 deposit is required and must be paid no later than seven (7) days prior to your moving date.

**Banking Details:**
*Detail will be provided upon accepting quote.*
Please use your address as the payment reference.

**4. Liability for Appliance Removal**

Customers accept full responsibility for damages such as fluid leaks (water, oil, etc.) or flooring damage caused during the removal of whitegoods.

**5. Excluded Services**

Orange Removalist will not:

* Provide packing services (all items must be pre-packed and sealed by the customer)
* Handle gas, plumbing, or electrical disconnections or installations
* Deliver structurally unsafe or oversized items
* Operate in unsafe or abusive environments
* Move items that don’t fit through access points

**6. Safety and Compliance Notes**

* Hazardous materials (e.g., fuel, paint, aerosols, flammables) cannot be transported in enclosed vehicles
* Lawn equipment must be drained of fuel
* Tall furniture must be cleaned and cobweb-free
* Books, liquids, and breakables must be packed separately
* Plastic tubs are discouraged due to instability when stacked
* Items not listed in the quote must be approved in advance and subject to space availability

**7. Customer Responsibilities**

The customer must:

* Be present or represented at pick-up/delivery
* Arrange secure premises for unattended goods
* Stabilise all appliances and defrost refrigerators
* Ensure no residual fluids in machinery
* Confirm items fit through access points
* Provide updated contact information
* Inform Orange Removalist of difficult access or limited parking
* Arrange legal parking and cover any fines incurred due to lack of access

**8. Prohibited Goods**

Without prior written agreement, the following must not be submitted for removal:

* Prohibited/stolen items, drugs, pornography, flammables, weapons, etc.
* Valuables (e.g. jewellery, cash, documents)
* Perishables, plants, or animals
* Infested or unclean goods
* Items requiring import/export permits

**9. Ownership Declaration**

By entering into this agreement, the customer confirms that:

* They are the legal owner of the goods OR
* They have full authority on behalf of the owner and have informed them of these Terms & Conditions

**10. Postponement/Cancellation Fees**

* More than 7 working days’ notice: **No charge**
* 2–6 working days’ notice: **Up to 50%**
* Less than 2 working days’ notice: **Up to 75%**
* On the day or after commencement: **Up to 100%**

**11. Payment Terms**

* Cash, credit cards (3% surcharge), or company bank cheques accepted
* Full payment is required **on completion**
* Partial payments or withholding is not permitted
* If payment is delayed or disputed, unloading may be postponed

**12. Damage to Property (Excluding Goods)**

Orange Removalist will only be liable for damage caused by our negligence and only to the **affected area**. We are not liable if damage results from actions taken at the customer’s request against our advice.

**13. Exclusions of Liability**

We are **not liable** for:

* Fire, explosion, or acts of God (insurance is the customer’s responsibility)
* Poorly packed fragile items, flat-pack furniture, glass, stone items, etc.
* Mobile storage damage
* Internal faults unrelated to handling
* Customer-handled or poorly packaged items
* Delays caused by traffic, weather, or other customers

**14. Limited Claims Window**

* **Visible damage**: must be reported **before movers leave**
* **Non-visible damage (e.g., boxed items)**: must be reported **within 24 hours**

**15. Delays in Transit**

Orange Removalist is not responsible for delays caused by:

* Weather, traffic, or third-party issues
* Inability to access premises
* War, civil unrest, or other force majeure events

Goods may be placed in storage at the customer’s cost.

**16. Lien Rights (Holding Goods)**

If payment is not received, Orange Removalist reserves the right to retain goods until all outstanding charges are paid. This includes legal, storage, and handling costs. After 3 months, items may be sold or disposed of, and any surplus (if any) returned to the customer.

**17. Subcontracting**

We may subcontract all or part of the work. These same Terms & Conditions apply to subcontracted services.

**18. Route and Method**

We reserve the right to determine the most appropriate route and method of completing the removal.

**19. Right to Sell or Dispose of Goods**

If payment is not received after three months’ notice, we reserve the right to sell or dispose of your goods. The cost of disposal will be deducted from the proceeds.

**20. Toll Charges**

The customer is responsible for any toll road charges unless stated otherwise in writing.

**21. Staff Abuse**

Verbal or physical abuse of staff will result in immediate job cancellation, and full payment will still be required.

**22. Termination**

We reserve the right to cancel service if:

* False or misleading information was provided
* The customer behaves abusively
* The worksite is deemed unsafe

**23. Governing Law**

These Terms & Conditions are governed by the laws of Australia. Disputes are subject to the jurisdiction of Australian courts.

**By paying the deposit, the customer acknowledges acceptance of these Terms & Conditions.**