

Conditions of Removal Service

JOHNS FURNITURE REMOVALS PTY LTD ACN 139 649 442

GENERAL CONDITIONS OF REMOVAL

1. Definitions To these conditions:

- 1.1 “We” means John’s Furniture Removals Pty Ltd ACN 139 649 442, and “Us” and “Our” have corresponding meanings;
- 1.2 “You” means the party entering into the 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 a corresponding meaning;
- 1.3 “Goods” means all furniture and other effects which are to be the subject of the Services;
- 1.4 “Services” means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage and/or packing service on an hourly and or fixed rate as required by You;
- 1.5 “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;
- 1.6 Words in the singular include the plural, and words in one or more genders includes all genders.

2. We are not Common Carriers

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

3. Your Obligations and Warranties

- 3.1 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.
- 3.2 Owner or Authorised Agent. You warrant that, in entering into this agreement, You are either the owner of the Goods, or the authorised agent of the owner.
- 3.3 Presence at Loading/Unloading. You will ensure that You or some person on your behalf is present when the Goods are loaded or unloaded.
- 3.4 Dangerous Goods. You warrant that the Goods do not include any fire arms 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.

3.5 Fragile Goods and Valuable Items. You will, prior to the commencement of the removal or storage, 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 \$1,000.00.

3.6 Goods Left Behind or Moved in Error. You will ensure, to the best of Your ability, that all Goods to be removed or stored are uplifted by Us and that none is taken in error.

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 the circumstances including the nature and destination of any other Goods being carried on the Vehicle) and by any reasonable means.

4.2 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 purposes of this sub clause. We are, or are deemed to be, acting as 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 the agreement.

5. Delivery

5.1 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 delivery of the Goods. If this happens, We will endeavour to contact You to ascertain whether You have any alternate instructions.

5.2 We will not be liable for any delays due to circumstances beyond Our control including Industrial disputes, weather, traffic and road conditions or the failure of the international sea or air carrier/s to transit Your consignment within the agreed time frames.

6. Charges and Payments

6.1 Quotations. A quotation is valid for fourteen (14) days after which any extensions must be agreed to in writing by Us. Prices quoted are based on the Australian Dollar value at the time of quotation.

6.2 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 of thereof (except where that prevention or delay results from a factor within Our control), We will also be entitled to make a reasonable additional charge.

6.3 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 within 7 days of the date set for payment or, if no date is set for payment, within 7 days of the date of invoice, You agree to thereupon pay the charges.

6.4 Default Charges. If amounts are outstanding from You to Us for more than 30 days, We will be entitled to charge interest at the Commonwealth Bank maximum personal overdraft interest rate for amounts not exceeding \$100,000.00 from time to time, calculated on daily rests. We will also be entitled to recover all Our costs that may be incurred by Us to recover such outstanding amounts. (e.g. debt collection fees, court costs, solicitor fees, etc.)

6.5 Contractual Lien. All Goods received by Us will be subject to a general lien for any moneys due by You to Us relating to any Service provided under this or any other agreement, without prejudice to any other rights which We may have under this contract or otherwise at law. If any amounts have been outstanding for a period of 14 days, We may give written notice to You of intention to sell, and if the outstanding amount is not paid within that period; We may SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable, by private treaty and apply the net proceeds in satisfaction of the amount due.

6.6 Payment Terms. Payment is required by You either at the time of or upon delivery of any Services rendered by Us, unless prior arrangements are agreed upon by Us in writing.

6.7 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.

7. Loss or Damage – Private Removals and Storage

7.1 Australian Consumer Law. Except where the services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, this agreement will be subject to the Guarantees set out in section 60, 61 and 62 of the Australian Consumer Law (as enacted as schedule 2 of the Competition and Consumer Act 2010) being, in particular, a guarantee that the services will be rendered with due care and skill, and the following conditions of clause 7 will apply.

7.2 Exclusions. We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control. Under no circumstances will We be responsible for

any loss or damage involving the restoration or reconstruction of information or data or any item if so called consequential loss.

7.3 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 may be) was not undertaken by Us or a Subcontractor, We will not be liable.

7.4 Damage to Goods – Inherent Risk. Certain goods (including electrical and mechanical appliances, computer equipment, scientific instruments and certain musical instruments) 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.

7.5 Notification of Loss or Damage. Any claim for loss or damage under this clause 7 is to be notified by You to Us in writing, or by telephone and later confirmed in writing, 14 days after the date of delivery. We will have the best chance of locating any misplaced items, or ascertaining the cause of damage, if that notification is given to Us within 2 working days.

7.6 Maximum Value of Goods. In any claim for loss or damage under this clause 7, 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.

8. Loss or Damage – Commercial Removals and Storage

8.1 Application. If the Services are required by You for the purposes of business, trade, profession or occupation in which You are engaged, the following conditions of this clause 8 will apply.

8.2 Negligence. We will only be liable for loss or damage resulting from Our negligence, and in any event that liability will be limited to \$100.00 per item or package, or \$1,000.00 in respect of all Goods moved or stored under this agreement (whichever is the lesser).

8.3 Exclusions. We will not be liable for:

- ♣ Any loss or damage nor any delay which results from any cause beyond Our control;
- ♣ Loss or damage resulting from inadequate or improper packing or unpacking unless the Goods damaged or causing damage were both packed and unpacked by Us;
- ♣ Loss or damage to jewellery, watches, money or negotiable instruments; or
- ♣ Electrical or mechanical derangement to Goods and under no circumstances will We be responsible for any loss or damage involving the restoration or reconstruction of information or data or any item of so called consequential loss.

8.4 Claims. In circumstances where We are liable under sub clause 8.2; 8.4.1 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; 8.4.2 In the event of the loss of or damage to any article or articles in a collection, set or other

combination, the value of the particular article or articles lost or damaged shall be determined without regard to the value which they may have had as part of any such collection etc; and 8.4.3 In satisfaction of any claim, We may repair or replace the Goods or other property without liability for depreciation and in that event Our liability will not exceed the cost of repair or replacement.

9. Insurance

9.1 Our Insurance. We offer to arrange for the goods to be insured during the transit and storage, and the details of the type of insurance and the rates will be provided on request.

This insurance will only be arranged if You request Us in writing to do so (including by so indicating in Your written acceptance of Our Quotation).

9.2 Other Insurance. You may, of course, arrange insurance with an insurer of Your choice. Calculated at 3.30% of declared value.

10. Variation and Notice

10.1 Variation. The terms of these conditions cannot be varied other than by Your and Our mutual consent. Our consent can only be given by a proprietor, director, secretary or manager, and must be evidenced in writing.

10.2 Notice. Any notice to be given by Us to You may be given personally or by prepaid post addressed to Your address last known to Us, or by facsimile to a facsimile number at that address, or by electronic mail.

1. Applicable Law

11.1 The quotation and this agreement will be governed by the laws of Queensland. Any dispute arising in connection with this agreement and the quotation shall be heard in Queensland Courts and You irrevocably submit to the jurisdiction of these courts. You and Us agree that proceedings may be commenced in any court in Queensland having jurisdiction and consent to that court having locality jurisdiction notwithstanding that the court would not have jurisdiction without this consent. If a clause or clauses in this agreement are void, illegal or unenforceable they may be severed without affecting the enforceability of the other provisions in this agreement.

12. Privacy

12.1 To enable Us to provide You with this quotation, and to enable and assist Us to provide our services if you accept this quotation, we collect and hold personal information (such as your name, contact details, addresses and banking/payment details as well as photographs of your personal property which may have helped Us in providing a quotation or assessing a claim). Our privacy policy allows Us to use such personal information for these purposes, but all such information will be held for the purpose for which it was collected.

13. Termination of Contract

13.1 If You are in default under this agreement, We may in addition to any other rights under this agreement or at law, terminate this agreement and/or the quote.

14. Waiver

14.1 We may elect to waive in writing any of our rights hereunder but no such waiver shall affect our rights in respect to any further or continuing or recurring breach or event.

15. Acknowledgements

15.1 You acknowledge that you have read, and understood and accepted the terms of this agreement and quote prior to accepting it.