

## Hourly Quote T&Cs

Please ensure to read our Terms and Conditions carefully to avoid any misunderstanding. Should you require further clarification please let us know.

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### **1. Definitions:**

- 1.1 “We”** means: **Safe Removalist Australia ACN: 614 266 698** and “SRA” as well as “Us” and “Our” have corresponding meanings;
- 1.2 “You/Client/Customer”** 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 “Ancillary Service”** means services which are ancillary to the Services, but which We do not offer or provide, including transportation by sea, rail or air, and transportation of vehicles, trailers, caravans, boats and animals.
- 1.4 “Ferry Vehicle”** is an alternative vehicle used to assist due to various restrictions in access.
- 1.5 “Goods”** means all furniture and other effects which are to be subject of the Services;
- 1.6 “Inclusions”** What is included in your quote. **“Exclusions”** What is not included in your quote.
- 1.7 “Services”** means the whole of the work to be undertaken by Us in connection with the Goods including packing, removal, unpacking and (if applicable) storage;
- 1.8 “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; (Subcontractors that we enlist are all teams that we have personally trained and who have been under only an SRA senior members’ supervision for at least 6 months).
- 1.9 “Third Party Provider”** means any person who We have arranged to carry out any Ancillary Services;
- 1.10 “Third Party Payer”** means any person or agency other than you who is paying for your move.
- 1.11 “Third Party Platform”** means any other office or online services connector who has received all your initial enquiry details and have provided you with a quote including all specifications then booking our company to complete those services for you.
- 1.12 “Uplift/Upload/Load”** means to pick up of your items.
- 1.13** Words in the singular include all genders.
- 1.14** Acronyms that may be used for services:

- **PBR:** Packed by Removalist - refers to Safe Removalist Australia Team
- **PBO:** Packed by Owner - refers to You or yours
- **PKGD:** Sealed manufactured goods that are in an unopened manufacturers' carton/packing.

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## **2. Your Obligations & Warranties**

**2.1 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.

**2.2 Owner or Authorized Agent.** You warrant that, in entering into this agreement, You are either the owner of the Goods, or the authorized agent of the owner.

**2.3 Presence at Loading/Unloading.** You will ensure that You or a person on your behalf is present when the Goods are loaded or unloaded, except if they are being unloaded into or loaded from store. Especially for partial loading and unloading; If a 3<sup>rd</sup> party is there to provide access, please ensure to instruct this person about which items are going to be included in the uplift. If there are items elsewhere on the property that are not advised to our team prior to uplift, we will not be liable for them being left behind. If no one will be at uplift or if a partial items uplift is required, please ensure to the best of your ability to instruct our team in writing in addition to putting labels on all furniture items and packed boxes that are going in advance.

**2.4 "11<sup>th</sup> hour instructions"** even if we receive advisement in writing, this alone will not confirm that your instructions will be adhered to by Us and We will not be liable for them, please plan carefully and submit all instructions clearly and in a reasonable timeframe pre-service.

**2.5 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 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 and may be at your cost.

**2.6 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 of but not limited to: jewellery, precious objects, works of art, money, collections of items or precision equipment in any case having value in excess of \$1,000.

**2.7 Goods Left Behind or Moved in Error.** You will 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.

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### **We are not Common Carriers**

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 person and for carriage of any goods or classes of goods at Our discretion.

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### **3. Services that Are inclusive of this Quote:**

**3.1 Additional addresses if required:** Please advise our office of any additional addresses for scheduling purposes including the access and scope of works for this additional pick-up or delivery.

**3.2 Furniture dismantling and re-assembly:**

The removalists will have the appropriate tools for simple furniture items. If you have a gas lift bed/hydraulic; please send us pictures via email to ensure that we plan to send you the appropriate team that are specialised to do this.

**3.3 Disconnection and connection of washing machines:**

This service is a part of the quote pending there are no special fixtures involved. Special fixture disconnection and reconnection would be a service for your local plumber who would have adequate tools and knowledge to complete this service for you without damaging the building or your machine.

**3.4 Mattress & soft furnishing protection/shrink wrap:**

We will shrink wrap your mattresses and soft furnishings to keep them clean, neat and tidy. If you require ALL of your items to be shrink wrapped, this will incur a fee for shrink wrap.

**3.5 TVs, screens, monitors:**

We wrap these items in blankets then shrink wrap the blankets to the item to secure however, we do not remove removals of brackets from walls.

**3.6 Loading and Unloading:** To ensure your belongings arrive in the best condition, our removalists will secure your belongings in the truck using straps.

**3.7 Insurance/s included in the quote:**

- Public Liability \$10,000.000.
- Goods in Transit Insurance \$100,000 (truck collision, fire, or flood).
- Workers Compensation

**3.8 Specifications/Inclusions:**

All inclusions that are specified in your quote or booking details having been requested to be included in writing by you and have been confirmed to be accommodatable by Us.

### **4. Services that are Not Inclusive of this Quote:**

**4.2 Contents Insurance:** We do not provide Contents Insurance. Contents Insurance is your responsibility to obtain from an Insurance Provider if this is what you require.

**4.3 Electrical goods:** If you have an extra large tv or monitor, this will be chargeable. Other electrical goods are not chargeable however, we will not be liable for the cords in connection to said electrical goods. You are to package them in a container that will be easily found by you on delivery. At our discretion, we may ask you to connect the electrical goods at delivery to ensure that they are still in working.

- We do not remove brackets from walls or other surfaces.

**4.3 Floor coverings:** We do not provide floor coverings.

It will be the clients' responsibility to organize floor coverings for carpeted and timber flooring. We may at our discretion use moving blankets for the purpose of floor protection although these blankets are not a guarantee for your carpets or floors to remain clean and/or dry.

**4.4 Plywood or protective sheet for unfinished accessways:** We do not provide accessway coverings. It will be the clients' responsibility to organize this. Any accessway coverings required will need to be advised to our office in writing well in advance of your move for our team to organize; fees apply for the procurement of them in addition to the materials cost.

**4.5 Lift Protection/Covering:**

We do not provide Lift protection/covering. It will be the clients responsibility to organize lift protection/covering with your building management team.

**4.6 Parking responsibility:**

It is the clients' responsibility to organise parking at each location that we attend to complete a service for you about where the truck/van will park. If there is no parking near your building, it is the client's responsibility to advise of any alternative parking areas for the truck and to estimate how far the walking distance is from said alternative parking areas to either premises.

**Parking Fines** – Should we park in an no parking; no stopping; bus zone; taxi zone dictated by you and we get a fine, we will forward/allocate/invoice/nominate the ticket to you. An email advisement is required if the above is applicable to any address we attend to provide services for you including a copy of your ID inc. all necessary informartion for nomination. An email confirmation of you taking responsibility for any fines or points that may be applicable to the above is required prior to attendance. The removalists are able to also make a call on this day to not comply with this request if they deem it to be a hazard or too high a risk of regulation non-compliance or disturbance to the public.

**Loading bay bookings** – Is to be organised prior to moving with your building manager. Height, length, width, and time restriction information must be provided to our office prior to booking with us in the case that we send you a bigger sized vehicle that is available on the day of your move or if we need to upsize your truck at short notice according to your updated list of items.

**Public loading zones** – These types of loading zones do not require bookings. It is first come first serve. Please ensure to be aware of your area and provide an alternative parking area that may be required on the day of your move in the case that this type of loading zone is busy. Waiting time or long walk fees from alternative parking spaces is chargeable.

**4.7 Packing/Unpacking Services:**

These services are to be quoted and booked separately if you require it. If you are unprepared and we have other moves pending we are entitled to leave site. In this case, your deposit will become forfeit. To avoid all the above, please ensure that you are ready.

**4.8 Packing materials:**

Packing materials that you may require on moving day should not be assumed to be brought with the removalists. Please see our services link for packing materials including their prices and our free delivery days (Sydney only) other states may elicit an additional fee to procure on top of the material cost price.

**4.9 Items protective and packaging/materials removals:**

The removalists should not be assumed to remove the applied protective shrink wrap and to bring them back to base. The removalists should not be assumed to remove your cardboard boxes and to bring them back to base. This is considered to be an additional service and can only be accomodated by us if you are booking in advance and having this service as a part of your specifications/inclusions.

#### **4.10 Items to a TIP / Local Waste Facility:**

If we are to take items to the tip for you, it will be charged at the hourly/half hourly rate for the removalists to complete + the tip fee pending their availability on the day to do so. If this is advised to our office beforehand and is included in your booking, the onus is on us to complete.

#### **4.11 Site Clean up:**

If you require the removalists to clean up mess that is not theirs, the time it takes will still be added to the final amount/time and is chargeable pending their availability to do so.

### **5. Removal Services Scope and Information:**

Our booking times are the morning slot and the afternoon slot. The morning slot is arrival time between 7-8am and our afternoon slot is arrival time between 1-3pm.

All of the below is not applicable to moves where 3 or more removalists are required – this type of service is only available in the morning time and can be attended no later than timeslot between 9-10am.

#### **5.1 Truck size- 4.5 Tonne truck:** Between 7-8am or 1-3pm

Latest time of booking:The latest time this truck can begin for the morning slot is 9am subject to approval by our office. The afternoon slot cannot be extended.

Reasoning: This truck size attends 2 jobs per day, to begin any later will throw out the afternoon schedule affecting other clients.

Morning slot time made void: The only way this truck can attend later than 9am is if there are no afternoon jobs scheduled for it.

#### **5.2 Truck size- 6 Tonne truck:** Between 7-8am or 1-3pm

Latest time of booking:The latest time this truck can begin for the morning slot is 9am subject to approval by our office. The afternoon slot cannot be extended.

Reasoning: This truck size attends 2 jobs per day, to begin any later will throw out the afternoon schedule affecting other clients.

Morning slot time made void: The only way this truck can attend later than 9am is if there are no afternoon jobs scheduled for it.

Restrictions of timeslots: This truck size is not available for afternoon slots on Saturdays only.

#### **5.3 Truck size- 8-10 Tonne trucks:** Between 7-8am

Latest time of booking:The latest time this truck can begin for the morning slot only is 10am subject to approval by our office.

Reasoning: These truck sizes vary from medium sized moves to large moves. The minimum hours for these sized moves are estimated between 6+hrs depending on access, items capacity and travel time inbetween addresses.

Restrictions of timeslots: This truck size is not available for any afternoon slots.

#### **5.4 Truck size- 12-16 Tonne trucks:** Between 7-8am

Latest time of booking:The latest time this truck can begin for the morning slot only is 10am subject to approval by our office.

Reasoning: These truck sizes are all considered large moves. The minimum hours for these sized moves are estimated between 6+hrs depending on access, items capacity and travel time inbetween addresses.

Restrictions of timeslots: This truck size is not available for any afternoon slots.

## 5.5 Services Zoning

**Local services zone:** This zone is considered a service required by you that is 30km from our depot which will elicit a half hour call out fee in addition to your overall final invoice.

**Long Distance services zone:** This zone is considered a service required by you that is up to 60km to 150km from and to our depot which will elicit a 1- 2.5hrs call out fee or travel back fee in addition to your overall final invoice.

**Intrastate services zone:** The below is only applicable to hourly Intrastate services. This zone is considered a service required by you that is from 180km + from and to our depot which will elicit a 3hr + call out fee or travel back fee in addition to your overall final invoice.

## 5.6 Travel Fees

**Call out Fee:** This is a fixed fee that is applicable to every removals or packing hourly quote/booking that we provide. This fee is for the removalists/packers to travel from our depot to your pickup address. This fee belongs to the removalists, this is not our fee to waiver.

**Travel back Fee:** This fee is only applicable for hourly bookings that are further than 1hr from your delivery address back to our depot. This fee belongs to the removalists, this is not our fee to waiver.

**Fuel Levy:** This fee is only applicable for long distance hourly rate bookings going to or coming back to an address that is more than 1hr away from the depot that a truck is attending. Our main depot is located in Arndell Park 2148. The fuel levy can be calculated in 2 ways. The main way that we calculate is by adding 10% onto the whole final invoice minus your deposit. The second way is by request only as fuel prices fluctuate constantly. This method is calculated by the travel time only (call out fee + travel time inbetween addresses + “ only when the delivery premises is an hour or more” travel back fee \* 10% of the fuel rate at that given time).

## 6. Additional Fees (if applicable) Clarified

**YOU DO NOT LIKE HIDDEN FEES! WE CAN GUARANTEE THAT WE DO NOT LIKE HIDDEN SURPRISES EITHER.**

**Disclaimer: If any of the following are advised by the removalists to be hazardous and not safe to either client; SRA personell; property and items, we reserve the right to not provide them.**

**The following calculations are not an indication of your quote – it is a guide of fees if we are not aware of them.**

**6.1 Capacity – Additional items:** Please confirm prior to booking what truck will be sufficient for your move by filling in the inventory list. This step alone can save you a world of trouble. We are not liable for additional fees that may be payable by you regardless if we are to complete the move for you or another service provider.

**If we are unable to fit your additional cubic metre option:**

Pending there is another truck and crew available, we will organize for them to come out to uplift if you request it. Another booking email will be sent by our office following your agreement that this is what you want.

**To avoid all the above, please ensure to provide as accurate a list as possible.**

### **6.2 Regarding Uplift and Unload:**

**Waiting time** is never included in your bookings. If we have to wait for access at pick up or delivery and can accommodate according to our schedule, this time is chargeable and will be itemised in the outstanding balance invoice of your move to be finalized on completion of your move.

### **6.3 Stairs:**

If the levels/number of stairs are not made known to us, the removalists may be forced to leave the items on ground floor.

If the removalists are able to assist the fee is below:

**\$50 per 10m<sup>3</sup> per 6 stairs**

### **6.4 Long walk fee/levy inc. Steep Driveways:**

Should the parking space organised by you or found by the removalists requires for them to walk a long way (more than stipulated in the specifications of your move); there will be a fixed fee added to the final amount of your move. This amount will be sent to you via email/in writing. Although the removalists may give you a figure, the amount will only be fixed and sent by our office to you in writing. We can only send this amount on receipt of evidence from the removalists (pictures or video).

Please see our calculation guide below:

#### **Fee after the included 25m on flat solid ground:**

\$ 50 for flat walk for every 15m<sup>3</sup> and consecutively after.

\$ 80 sloped walk for every 15m<sup>3</sup> and consecutively after.

\$ 100 for steep walk every 15m<sup>3</sup> and consecutively after.

#### **Services/Options to assist in emergencies pending availability:**

**6.5 Additional Removalist/s:** An additional removalist in an emergency situation is \$ 60 per half hour + call out + travel back and fuel levy if applicable.

**6.6 Ferry Vehicle** Emergency order Fee for a Ferry vehicle (An order that is made on the day of your move): \$ 300 + Driver + call out fee + (if necessary a travel back fee and fuel levy) for 2hrs minimum per emergency order to assist.

### **6.7 Tight access and/or items coming in or out via unconventional means:**

**Tight corridors or passageways:** Please let us know about this in writing. Additional information will help in this case whether it be via description inc. dimensions of accessways or pictures. If you have provided this to our office, the onus will be on us to complete at our cost if we require assistance. If not, the cost will be in addition to your final invoice which will be advised in an "additional fees email".

**6.8 Balcony lifts:** If you require a balcony lift, please send us the details of which level it is coming out of or going into and the picture of the item including any dimensions/information in the email. **If you have a 2 man team** and the Team Leader on your job deems it necessary

to pull in more removalists to assist because you have not advised SAFE of; stairs, long walks, long and/or steep driveways, unusually heavy items, items that require a balcony lift in or out etc. This amount will be added to your final invoice to be paid. We will always let you know prior to this happening. **Your agreement VIA EMAIL to our office is a requirement for us to make that happen. If you choose not to adhere, we retain the right to leave site.**

**To avoid the above, please give as much information as possible regarding access for the parking of the truck and removalists.**

## **7. Client Inventory List and Procedure**

**7.1** Your total cubic volume from your inventory list & any additional items stated only via email is a requirement – Verbal advisement is not acceptable.

**7.2** Excel spreadsheet or link in your quote or enquiry email - This list can be filled in on any laptop or computer and it will automatically calculate cubic metres at the top. No need for a printer or scanner – in fact, **if this list is printed it will not work.**

If you have not provided sufficient information regarding the capacity of your items, we hold no liability for additional fees that may apply to complete your move whether it be completed by us (pending availability) or another removals service provider. If you have provided sufficient information necessary or all information required by our office prior to booking for our team to understand the scope of your move, the onus is on us to complete the service.

**7.3 Packing (If packing is not required or booked separately by you with Us):** It is your responsibility to ensure that all items are PACKED, PROTECTED & READY to be uplifted into the removals truck. It is the clients' responsibility to label each item or box clearly making sure all fragile items and/or boxes are marked as such.

**7.4 Partial Packing:** If only partial packing is required by our team, it is your responsibility to mark the boxes that were packed by you inc. content details. Our team will have Our company logo boxes or will mark the boxes that are packed by Us as **PBR**. If the boxes were packed by you please label or mark as **PBO in addition to providing adequate packing materials for the items inside**, we hold no responsibility for the contents inside your packed boxes if the contents are damaged due to insufficient item protection materials.

**Acceptable packing boxes:** Proper Sturdy moving boxes only. Balance the items inside the boxes carefully to ensure maximum efficiency and safety of items when stacking or unloading from the truck. If you are using 2<sup>nd</sup> hand boxes, ensure that they have not suffered water damage or are ripped or will be easy to tear.

**Maximum weight per box:** 25kgs

**Plastic tubs:** Ensure that the plastic lids are sturdy as well as the plastic tub/crate. We are not liable for tubs that are not sturdy or for their contents packed by you within.

**Acceptable moving bags:** Sturdy and thick material with grip handles. Plastic bags are not acceptable.

**7.5 Unusually heavy items that can only be advised via email:**

Unusually Heavy items over 80kgs are considered but not limited to the following, (marble/concrete/oak table, upright piano, **safe (2 man lift only)**, pool/billiard table/ motorcycles / ride on mowers, buffets, whole wall shelving units etc). Photos to be sent to



our office for our team to verify the possibility of removals by us and if so to quote for it/them individually.

**Pianos:** At this stage, we only have the equipment to provide removal services for Upright pianos. We do not provide removal services for Grand and/or Baby Grand pianos. If you have a digital piano inside of a wooden casing, please state this as there is no distinction on the inventory list. A photo will be sufficient for us to let you know if a fee is applicable or not. Please also advise access details at either premises (stairs and how many – length of access from truck to premises/how many metres on what surface “flat, sloped, steep, hard surface, dirt, grass etc.)

**7.6 Fragile items & Special items:** Can include but are not limited to: Glass cabinets or buffets; large mirrors; fish or reptile tanks; extra large paintings; precision equipment.

**7.7 Potted Plants:** Please send us photos of all your potted plants. As plants cannot be stacked on top of each other, they will take up the whole cubic meterage in the truck thus requiring more space. Your itemised inventory list will not take into account the whole space required for different sizes of pot plants therefore risking us sending you the incorrect size of truck.

## **8. Method of Carriage; Subcontractors or Ancillary Services**

**8.1 Mode of Carriage.** We shall be entitled to carry, or arrange for the carriage of, the Goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other goods being carried on or in the conveying vehicle or container) and by any reasonable means, including, where We consider it necessary or desirable, by sea, rail or air, and for that purpose, as Your agent, to arrange for a Third Party Provider to effect such carriage by sea, rail or air.

**8.2 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.

**8.3 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 purposes of this subclause, 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 this agreement.

**8.4 Ancillary Services.** We will or may, at Your request and as Your agent, arrange to have Ancillary Services Undertaken by Third Party Providers, but We accept no liability, including liability for any loss or damage, arising out of the provision of Ancillary Services. However, if We arrange for a Third Party Provider to undertake carriage of the Goods by sea, rail or air, and the Goods suffer loss or damage at some time when they are either in Our possession or the possession of the Third Party Provider, and if We cannot establish, on a balance of probabilities, that the Goods were in the possession of the Third Party Provider when that loss or damage occurred, the Goods will be deemed to have been in Our possession at the time.

**8.5 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. If waiting time is possible according to Our schedule, this time is chargeable and will be itemized in your final invoice to be finalized.

## **8. Method of Carriage; Subcontractors or Ancillary Services**

**8.1 Mode of Carriage.** We shall be entitled to carry, or arrange for the carriage of, the Goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other goods being carried on or in the conveying vehicle or container) and by any reasonable means, including, where We consider it necessary or desirable, by sea, rail or air, and for that purpose, as Your agent, to arrange for a Third Party Provider to effect such carriage by sea, rail or air.

**8.2 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.

**8.3 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 purposes of this subclause, 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 this agreement.

**8.4 Ancillary Services.** We will or may, at Your request and as Your agent, arrange to have Ancillary Services Undertaken by Third Party Providers, but We accept no liability, including liability for any loss or damage, arising out of the provision of Ancillary Services. However, if We arrange for a Third Party Provider to undertake carriage of the Goods by sea, rail or air, and the Goods suffer loss or damage at some time when they are either in Our possession or the possession of the Third Party Provider, and if We cannot establish, on a balance of probabilities, that the Goods were in the possession of the Third Party Provider when that loss or damage occurred, the Goods will be deemed to have been in Our possession at the time.

**8.5 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. If waiting time is possible according to Our schedule, this time is chargeable and will be itemized in your final invoice to be finalized.

## **9. Storage and Warehouse information/Loss or Damage:**

**9.1 Inventory list:** An inventory list must be provided to our office as a condition of storing with us. If you would like to book an Inventory Service Inspection for the purpose of storing with us, this service is charged at: Hourly rate: \$ 90 + travel fees at 2hrs minimum. You will be provided with a copy of this list and you will be required to sign the list in and out of SRA storage facility. If you sign the Inventory, or do not do so and fail to object to its accuracy within 7 days of receiving it from Us, the inventory will be conclusive evidence of the Goods received by Us.

**9.2 Contact Address:** You agree to advise Us of an address to which We can forward any notice or correspondence, and to promptly notify Us of any change to your forwarding address.

**9.3 Privacy Policy:** Due to the Privacy Act, all bookings for your items must be confirmed by you only. All your personal details including storage unit numbers cannot be given by our office to anyone that is not you. Our office requires confirmation in writing by you regarding your items. This goes for any 3<sup>rd</sup> Party platforms that may be arranging storage for your items as well.

**9.4 Storage/Warehouse visit booking procedure:** For clients who are wanting to visit their items, a booking with our office is a requirement. Please give our office your date of visit and we will advise our warehousing department of it pending warehouse visits are not fully booked on that day, please ensure to give our team ample notice/advisement. **Our warehouse operation hours are: Monday – Friday between 9-3pm.** If there is no warehouse/storage booking, our team cannot facilitate your visit.

**9.5 Storage visit procedure:** All first time visitors must be inducted by our WHS team/office.

**9.6 3<sup>rd</sup> Party visit procedure:** If you are organizing for a 3<sup>rd</sup> party to visit your items, our office must be provided with name/s and contact details inc. email to cc them into the booking email. On the day of the visit, they must have identification and confirmation of the booking email as a requirement prior to going through your items.

**9.7 Cancellation of storage visits & rescheduling procedure:** If you are unable to make the booking in which you have confirmed with our team, please let us know as soon as you can for scheduling purposes. Reschedule your booking with our office in writing and we will organize the rest. Any last minute cancellation or more than 2 unattended warehouse visit (no-show or cancellations) may be chargeable.

**9.8 Price Changes:** Our storage charges will be as quoted to You for the first 26 weeks of storage. After 26 weeks, We may change the storage charges from time to time on giving 28 days' written notice to You.

**9.9 Warehouse Changes:** We are authorised to remove the Goods from one warehouse to another without cost to You. We will notify You of the removal and advise the address of the warehouse to which the Goods are being removed, not less than 5 days before removal (except in emergency, when such notice will be given as soon as possible).

**9.10 Removal from Storage:** Subject to payment for the balance of any fixed or minimum period of storage agreed, You may require the Goods to be removed from store at any time on giving Us no less than 5 working days' notice. If You give Us less notice, We will still use Our best endeavours to meet your requirement, but shall be entitled to make a reasonable additional charge for the short notice.

**9.11 Compulsory Removal and disposal/Sale:** You agree to remove the Goods from storage within 28 days of a written notice of requirement from Us to do so. In default, We may, after 14 days' notice to You, SELL ALL OR ANY OF THE GOODS by public facility and apply the net proceeds in satisfaction of any amount owing by You to Us.

**9.12 Sale of Goods:** For the purposes of preparing for the sale of the Goods under clauses 9.11 or 11.5 or otherwise as permitted by law, We are authorised by You to open any boxes in storage to inspect and identify the contents and We may at Our discretion decide which contents will be offered for sale to the general public. At Our discretion, any items we do not offer may be stored by Us for such period as We consider appropriate and We may invite You to collect those items from Us once We have been paid all moneys due by You to Us for Services provided under this or any other agreement. If We fail to sell the Goods at a public auction or Ebay, We may at Our option pay \$1 for the Goods and at Our discretion dispose of the Goods.

**9.13 Loss or Damage – Commercial Removals and Storage: Application-**If the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, the following conditions of this clause 9 will apply.

**9.14 Exclusions:** We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control, including any loss or damage occurring in the course of the provision of Ancillary Services by Third Party Providers.

**9.15 Negligence:** We will only be liable for the proportion of which the loss or damage to the Goods is caused by or contributed by Our negligence (including the negligence of any Subcontractor, but excluding the negligence of any Third Party Provider), 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).

**9.16 Claims:** You will be asked to sign an inventory or other document at the conclusion of the transit and You are responsible at that time to confirm that all of the items or boxes and the Goods are in acceptable condition. In circumstances where We are liable under this clause 9, 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.

**9.17 Insurance:** You may, of course, arrange insurance with an insurer of Your choice.

**9.18 ASSIGNMENT:** If We, in discharge of any liability, make payment of any amount to You in respect of loss of, damage to or delay in delivery of the Goods, You hereby assign to Us all rights which You have under any policy of insurance to recover that amount and You hereby irrevocably appoint Us as your attorney with full power in Your name to claim and recover that amount and You will execute all documents and provide all information as may be necessary to enable Us to obtain the full benefit of this clause.

## **10. Deposit & Final Payment Methods; Deposit Refund & Reschedule Timetable**

**Deposit info: Security Deposit/S Are Mandatory To Secure Your Booking/S.**

### **10.1 Procedure:**

**Step 1:** Accept SAFE quote and submit all applicable steps to book info via email to our office by replying to the quote email that you have accepted.

**Step 2:** SAFE will send you a booking email with the steps you have provided to book. This booking email will confirm the amount of deposit required to secure your booking along with SAFE account details inc. final payment methods.

**Step 3:** Pay the deposit amount to SAFE account details provided and send SAFE office a screenshot of the payment. If you would prefer to pay by card, please call our office to process this for you. **Note:** All card payments will elicit a 2% surcharge – 3% is applicable for AMEX card payments.

### **10.2 Deposits required to secure:**

#### **Local:**

4.5 tonne - \$100

6-8 tonne - \$150

10-12 tonne or more - \$300

#### **Long Distance:**

\$200 - \$300

#### **Intrastate:**

\$500 - \$ 2,000

Your deposit will be deducted from the final amount of your move.  
Please note we do not accept cheques or bank transfer for your hourly booking final payment.

**FINAL AMOUNT can ONLY be paid by either of the following methods:**

- Cash
- **Card Payments: Via Invoice with link to pay** – please utilize the link for immediate notification to our team that the invoice has been finalized. No surcharge is applicable for this method of payment.

**Deposit Refund Timeframe:** Please see timeframes below to recoup/refund your deposit:

- Intrastate services: 2 weeks notice of cancellation
- Long Distance services: 7 working days notice of cancellation
- Local services: 5 working days notice of cancellation
- Packing and Unpacking services: 5 working days notice of cancellation

**NOTE: Deposits will not be refunded, unless sufficient notice is given according to above timeframes.**

**Rescheduling A Move**

**Client Reschedule:** Should you decide to reschedule your move due to planning restrictions or unforeseen circumstances, we will roll your deposit on to your following move. On receipt of your email advising us to re-schedule your move (given time or situation in which you have advised us) we will refer to our calendar and we will advise you of our availability regarding your new requested date.

**11. Variation of Work Required and Delay:**

**11.1 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 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 to a third party (other than a Subcontractor) to obtain or defect delivery of the Goods.

**11.2 Alteration of Dates/Reschedule:** 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 the date, We will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.

**11.3 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 14 days of the day we are to provide services (whichever comes first) and if that party does not pay the charges within 14 days of the date set for payment or, if no date is set for payment, within 14 days of the date of the invoice, You agree to thereupon pay the charges.

**11.4 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 from time to time, calculated on monthly rests.

**11.5 Contractual Liens:** All Goods received by Us will be subject to a general lien for any moneys due by You to Us relating to any Services 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 26 weeks, We may give 28 days' 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 and exercise any other rights We have under clause 9.12 relating to the sale of the Goods.

## **12 Loss or Damage – Private Removals and Storage**

**12.1 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 sections 60, 61 and 62 of the *Australian Consumer Law* (as enacted as Schedule 2 of the *Competition and Consumer ACT 2010*) in particular, a guarantee that the Services will be rendered with due care and skill, and the following conditions of this clause 12 will apply.

**12.2 Negligence.** We will only be liable for the proportion to which the loss or damage to the Goods is caused by or contributed to by Our negligence (including the negligence of any Subcontractor that we have organized). Our teams are entitled during the course of services provided for you to submit to our office any evidential material regarding these services. Our teams are also entitled to speak with management during the course of services being provided for you regarding your move only (no entitlements are given to our attending teams to make personal calls during the course of services to be provided to you).

**12.3 Exclusions:** We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control, including any loss or damage occurring in the course of the provision of Ancillary Services by Third Party Providers.

**12.4 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 that we have organized, We will not be liable.

**12.5 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 results from a failure to exercise due care and skills on Our part, We will not be liable.

**12.6 Damage to Goods – Furniture Items:** If You have elected not to take out any insurance over future items whilst in transit or storage and We (or Our Subcontractor) did not package any furniture items for You prior to transit or storage, We will only be liable for damage to the furniture items up to an amount of \$500 per item. This cap on Our liability to You does not apply if there is evidence that We (or Our Subcontractor) failed to exercise due care and skill and this failure is what caused the damage.

**12.7 Lost, Stolen or Misplaced items:** If You have elected not to take out any insurance over the Goods whilst in transit or storage and We (or Our Subcontractor) have not packed the Goods for You, We will only be liable for lost, stolen or misplaced boxes or items up to an amount of \$300 per box. This cap on Our liability to You does not apply if You provided Us with the completed inventory including valuation of the contents of the box containing the Goods prior to commencement of transit or storage or there is evidence that We (or Our Subcontractor) failed to reasonably secure the Goods whilst in Our custody of care.

**12.8 Notification of Loss or Damage:** You will be asked to sign an inventory or other documents at the conclusion of the transit and You are responsible at that time to confirm that all the Goods have been delivered, there are no missing items or boxes and that the Goods are in acceptable condition. Any claim for loss or damage under this clause 12 is to be notified by You to Us in writing, or by telephone and later confirmed in

writing, as soon as possible and within a reasonable time 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.

**12.9 Maximum Value of Goods:** In any claim for loss or damage under this clause 12, any estimate of the inventory and 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.

**We Cover Damages Only During Upload, Unload, Travel Time & By Our Employees.**

### **13 Disputes Procedure and Process**

**Incident Reports or Damages caused by SAFE team to property or items:**

**13.1 Disputes/Notification of Dispute:** If You or We consider that a dispute has arisen in relation to this agreement (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 agreement.

**13.2 A report must be lodged to SAFE office by the client via email.** The client is considered to be the person whom the booking is under. A witness may have their summary as a part of that report although SAFE will liaise only with the client to clear the matter due to the client having agreed to have understood and having knowledge of all our terms and conditions prior to their agreement to book with SAFE.

**13.3 A client must report any dispute within a reasonable timeframe according to the service that we have provided. (Same day services: immediately after or 24hrs maximum timeframe; Intrastate/Interstate for Premium; Semi-Premium & Backloading services: Within 7 days; Storage Clients: Within a reasonable timeframe according to the services booked.**

**13.4** All reports must include **undeniable evidence** that the source of the damage to your property or items was caused by our company/removalists. The report must include: 1. A short summary of the incident. 2. Pictures or evidence of the property or item being reported prior to our service. 3. Pictures or evidence of the damage to property or item.

**13.5 INVOICES FOR DAMAGES WORKS** – For works that are to take place for repair to damages to property confirmed to have been due to the negligence of our removalists – do not pay this invoice outright. Please have the real-estate/strata management team forward the invoice to our company to be finalized by our accounting department. Have them invoice “Safe Removalist Australia”. We will take care of it.

**13.5 Note:** The above information is a requirement by our Insurer to finalize claims.

#### **13.6 Dispute Process:**

1. Our office will receive your email report and will forward the report to our escalations team and fleet/crew manager. Our office will reply that we have received your report.
2. Our escalations team will cross reference your report with our crew/fleet report and our terms & conditions and policies & procedures. NOTE on Escalations procedure: Once this report is received by the Escalation Department, the escalations team will deal with it directly. Our Escalations team does not liaise with anyone regarding a report by phone call, they will only liaise via email for record purposes. Our customer service and admin team will not know the status of your escalation as it is not their sphere of work. Our

customer service and administration team will however be able to forward any forthcoming details via email following the escalation start date to our escalation department.

3. Once all information is collated from all parties involved, the escalation team will respond to you via email.

**13.7 Dispute Resolution:** If You and We cannot resolve the dispute between Us, You are entitled to refer the dispute to the Australian Furniture Removers Association (telephone 1800 671 806) which has procedures for dispute resolution, and We, but not You, will be bound by the outcome of that referral.

**13.8 SRA Responsibility:**

Our company will always take responsibility for our mistakes. If it is confirmed that the cause of damage to your property or item is by our company, we will either:

- **Fix, repair or replace**
- **Offer compensation for damages**
- **Buy the same or like and organize transportation at our cost**

**This clause (13) does not include Safe Removalist Australia being liable for any warranties for items that may be invalidated due to evidenced negligence.**

**Dispute Timeframe:** The timeframe it would take to finalize a matter will depend on the significance of the escalation/situation/report/dispute.

**SAFE REMOVALIST AUSTRALIA WILL NOT BE BOUND TO ANY NON-DISCLOSURE POLICIES AND WILL PROCEED TO GIVE ALL INFORMATION TO THE APPROPRIATE AUTHORITIES WHICH MAY INCLUDE FURTHER LEGAL ACTION SHOULD A PERSON OR ENTITY THREATEN OUR COMPANY /TEAM WITH VIOLENCE AND/OR BLACKMAIL WHETHER IT BE PHYSICALLY, VERBALLY OR IN WRITING.**

## **14 Hazard Reports; Weather; Force Majeure Information**

**Note:** Our attending teams are entitled to provide our management team or office with evidential footage or pictures during all services at their discretion. Rest assured, the information submitted to our management team or office will only used for purposes connected to the services being provided for you.

**14.1 Hazard Reports from the Removalists:** It is the right of the removalists by law to advise of hazards and to refuse to continue with services that are involving these hazards following procedure of reporting with the Safe Removalist management team. The hazards reported may include but are not limited to:

- Verbal and/or physical threats by the client or others on site
- Unstable structures
- Inaccessible or impassable accessways
- Live and exposed electrical wires
- Pets not in enclosures
- Unsupervised children or children in the areas of services
- Unhygienic or pest ridden homes



**14.2 Weather: Moving during rainy weather:** During rainy weather (Not torrential rain) we are still able to attend bookings; however SAFE is not liable for items that are water damaged should a client not be able reschedule their move.

With wet weather moves, there is the time factor to consider as the removalists will be required to shrink-wrap more items, as the move will take longer to complete.

For clients who are **not able to reschedule**, your booking is already a confirmation from you that you will not hold SAFE liable for any water damage that may be caused to items in the removals of your items.

**Services in this kind of weather can only be cancelled by Us** if there is a safety hazard due to the weather. For example if there is a steep driveway that is slippery and the team leader on your move deems it a hazard, they will let you know if they will need to reschedule your move.

**14.3 Force Majeure:** Means any circumstance caused by any of the following:

- War, invasion or other act of foreign enemies or terrorists
- Earthquake, flood, storm, tempest or other natural disaster
- Legislative or executive act of government
- Industrial disputes other than those caused by the Provider breaching, or failing to observe, any industrial awarded, certified agreement, Australian workplace agreement, other employment agreement or legislation.

**We will always try our best to offer a solution to all issues that may arise, please work with us to make this happen for you.**

## **15 Safe Removalist Australia Privacy Policy**

**15.1 Our Guarantee regarding your Private information:** The required information collected by Us in conjunction with your enquiry of services with our company will be held with the utmost respect for your privacy according to the Privacy Act 1988.

**15.2 The collection, use and disclosure of your personal information:**

**Collection:** We only have the information that you have supplied when you have made your enquiry. For quote purposes, we will require at the very least: A Name (a pseudonym is your prerogative-this is acceptable for naming purposes between our company and you); an email address (we require an email address to send you all the necessary information for you to be aware of prior to booking with us); your best contact number (Your contact number does not have to be disclosed until you choose to book with us – following your choice to book, it will be a mandatory requirement for our teams to be in contact with you regarding services that you have booked and that we will provide); Areas of request for services (For a ballpark quote only, areas are acceptable – on choosing to book with us it is a requirement of our company that we are made fully aware of your addresses and any access details associated with them – not including any address or access information not known to you just yet).

**Use:** We will only use the information that you have shared with us for the purposes of providing you with services information regarding your enquiry. This includes any 3<sup>rd</sup> party person/s who will be a part of this process. The process begins with your initial enquiry and ends (if you choose to book with us) on completion of services that have been booked with our company.

**Disclosure:** Your information will only be shared with Safe Removalist Personnell/Subcontractors organized by Safe Removalist that are essential in completing the services required by you. We will not disclose any of your private information to anyone who you have not authorized us to. A follow up email and/or phone calls will take place according to our customer service procedure following your initial enquiry and quote being sent by our office. To opt out of these follow-ups, please email our team in response to any communications that you are not interested to go any further regarding your enquiry with us (a reason is not mandatory for our team to stop trying to contact you however it may be helpful for future procedures regarding SRA quoting and service communications etc.).

**No permission disclosure:** The only reason we would disclose information without your permission is if we are ordered to by the court of law and governing authorities to do so. Other than that we will not disclose any information to anyone who asks. Permission must be given in writing by you in order for us to disclose any information regarding the services that you are booking with us.

**15.3 Our Companys governance and accountability:** SRA trains our office staff and removalists on how to handle client information.

**Office staff:** Your information for the most part is collated, used, stored and distributed by our office staff. Any information provided to our team by you for services including 3<sup>rd</sup> party personnell is your responsibility – what we do with this information and who we share it with is our responsibility.

**Removalists:** Client contact information is sent to our attending teams on the day prior to your booked services. The removalists will only use yours or your nominated 3<sup>rd</sup> part personnell's contact number to call or message you regarding our services for you.

**ANY BREACH OF THIS POLICY CLAUSE 15.1-15.3 IS TO BE REPORTED TO OUR OFFICE IMMEDIATELY.**

**15.4 SRA Private information policy:** In the same way that we treat and respect your privacy is the same way that should also be understood to be reciprocated by you towards our team members by law. At some point following your inspection, quote or booking of our services, you may gain our staff members contact numbers. Following each service to you, in no way is it permissible to use these contact numbers for any purpose other than the completion of our services booked and confirmed for you (pending the SRA personnell whose number you have obtained is from the appropriate department to which you are requiring an answer for whatever purpose you are trying to contact them for). Once each service connected to a contact number for SRA personnell is complete, please cease to contact them. If you have a dispute, refer to clause 13 in its entirety for your reference on the procedure of how our company will deal with your dispute. Disputes are to be made known to our office staff only via call to our office number "[1300032746](tel:1300032746)" followed by advisement in writing to "[info@saferemovalist.com.au](mailto:info@saferemovalist.com.au)" and the dispute will be dealt with between yourself and our escalations department.

**ANY BREACH OF THIS POLICY CLAUSE 15.4 MAY BE REPORTED TO THE APPROPRIATE AUTHORITIES.**