

ALLMOVES MERIMBULA reserves the right to refuse the carriage of goods for any particular person or entity at any given time at the discretion of Allmoves Merimbula or a nominated representative; if refusal occurs, a legitimate reason will be provided.

YOUR RIGHTS AND RESPONSIBILITIES:

INFORMATION SUPPLIED: You warrant that any information which you have provided to Allmoves Merimbula on which we have used in assessing any quotation or estimate of resources necessary to carry out work is complete and accurate to the best of your knowledge.

OWNER OR AUTHORISED PERSONS: You warrant that, in entering into this agreement, you are either the owner of the goods or the authorised agent of the owner of goods to be relocated.

PRESENCE AT LOADING/UNLOADING: You will ensure that you or an authorised person on your behalf is present when goods are loaded or unloaded. Allmoves Merimbula will not be held responsible for and missing or damaged items if authorised persons are not present for the loading and unloading of goods.

DANGEROUS GOODS: You warrant that goods carried do not include any illegal goods or stolen goods or goods that are dangerous, corrosive, combustible, explosive, damaging or noxious in nature unless you have disclosed to us in writing prior to us loading or storing and approval is given; Allmoves Merimbula reserves the right to refuse the removal of such items. If Allmoves Merimbula discovers any article or substance of the above nature after the goods have been received by Allmoves Merimbula, we may take any reasonable action, including destruction or disposal; if this was to occur, Allmoves Merimbula would make every attempt to contact you before any action is taken.

FRAGILE GOODS AND VALUABLE ITEMS: You will, prior to commencement of the removal or storage, give us notice of any goods which are of a fragile or brittle nature and which are not readily apparent as such, or which comprise of jewelry, precious objects, works of art, money, collectables or precision equipment of significant value.

GOODS LEFT BEHIND OR MOVED IN ERROR: You will ensure, to the best of your ability, that all goods to be relocated are uplifted by us and that no goods are uplifted by mistake. Allmoves Merimbula will make every attempts to ensure that the correct goods are removed and relocated.

MODE OF CARRAGE: You have the right to know the travel route taken by Allmoves Merimbula; however, Allmoves Merimbula shall be entitled to carry your goods by any reasonable route available (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.

CHARGES & PAYMENTS:

LOCAL RELOCATIONS: Payment for local services are to be paid in full on completion of work unless prior arrangements are made.

INTERSTATE RELOCATION: Payment for interstate/ distance relocations must have a 50 per cent deposit paid prior to Allmoves Merimbula arriving at the loading destination unless prior payment arrangements are made.

PAYMENT BY A THIRD PARTY: If you have arranged with us to have the charges paid by a third party, and if that party does not pay the charges within 14 days of the date set on the invoice, you agree to pay all outstanding debts immediately.

PREVENTIONS OR DELAYS: If the work you require varies from the work for which a quotation or estimation has been given, or if we are prevented from or delayed in undertaking the service of any part (except where the prevention or delay results from a factors within our control) will also be subject to reasonable additional charges. Allmoves Merimbula will also be entitled to a reimbursement by you for any amount which has been required to pay by us to a third party (other than a sub-contractor on your behalf to obtain or affect the delivery of goods); if this was to occur, Allmoves Merimbula would make every attempt to contact you to discuss any additional fees.

DEFAULT CHARGES: If amounts are outstanding from you to Allmoves Merimbula for more than 30 days, Allmoves Merimbula will be entitled to charge a default fee. If after several attempts to contact you for payment after the 30days, and you have not entered in to an agreement or payments are not met, debts will be referred to a debt collection agency with whom any amounts due to them will be added to the original amount owed.

CHANGE OF DATES: If a date for the performance by us of any services is agreed upon in a quotation and acceptance has been made, alterations need to be changed within 48 hours of works commencing. Allmoves Merimbula will be entitled to make a reasonable additional charge for any loss or additional expenses incurred by alterations or unavailability within 48 hours works commencing. The cancellation of pre-packs that were confirmed for the duration of a whole day will incur a cancellation fee of \$200.00, unless to cause for cancellation is seen to be unavoidable and not only a change of mind.

SUBCONTRACTORS: Allmoves Merimbula may use subcontractors to undertake the whole or part of your services; however, this will not occur without your consent.

DELIVERY: We shall not be bound to deliver goods, except to you (the owner of the goods), or a person authorised by yourself to receive the goods. If we cannot deliver the goods either because there is no authorised person to receive them on arrival, or because we cannot gain access to the premises, or for any other reason beyond our control Allmoves Merimbula will make every attempt to contact you to obtain alternate instructions. If alternate arrangement cannot be made, Allmoves Merimbula will be entitled to unload the goods to a warehouse, and will be entitled to charge an additional fee for storage and redelivery of the goods.

LOSS OR DAMAGE: Allmoves Merimbula will not be held liable for any loss or damage or any delay which results from any cause beyond our control. If goods sustain damage by reason 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 held liable. Certain goods including electrical and mechanical appliances, computer equipment, scientific instruments, certain musical instruments and pot plants are inherently susceptible to suffer damage or disorder upon removal. Unless the damage or disorder results from the lack of care and skill on our part, we will not be held liable. Any claim for loss or damage is to be notified by telephone to Allmoves Merimbula by you and confirmed in writing within 48 hours of time of delivery; Allmoves Merimbula will have the best chance of locating the misplaced goods or rectifying the damage of any goods as well as ascertaining the cause of damage. All our service prices include a Transit and load/unload Insurance. Any claims must be discussed with Allmoves Merimbula prior to a formal application of claims; an excess may be charged for any claims made. Additional insurances must be arranged by yourself with the insurance company of your choice.