

**AUSTRALIAN FURNITURE REMOVERS ASSOCIATION
STANDARD CONDITIONS OF REMOVAL AND STORAGE**

1. Definitions

In these conditions:

- 1.1 "We" means Across Australia Removals Pty Ltd CAN 076 324 751, 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;
- 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 include all genders.

2. 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.

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, except if they are being unloaded into or loaded from store.
- 3.4 **Dangerous Goods.** You warrant that the Goods do not include any 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.
- 3.6 **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.

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 **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 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.

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

6. Storage Conditions

- 6.1 **Inventory.** We will prepare an inventory of Goods received for storage and will ask You to sign that inventory. You will be provided with a copy of the inventory. 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. The inventory will disclose only visible items and not any contents unless You ask for the contents to be listed, in which case We will be entitled to make a reasonable additional charge.
- 6.2 **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 of address.
- 6.3 **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.
- 6.4 **Warehouse Change.** We are authorised to remove the Goods from one warehouse to another without cost to You. Not less than 5 days beforehand, We will notify You of the removal and advise the address of the warehouse to which the Goods are being removed.
- 6.5 **Inspection of Goods in Store.** You are entitled, upon giving Us reasonable notice, to inspect the Goods in store, but a reasonable charge may be made by Us for this service.
- 6.6 **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 not 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.
- 6.7 **Compulsory Removal and Disposal.** 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 auction or, if that is not reasonably practicable, by private treaty and apply the net proceeds in satisfaction of any amount owing by You to Us.

7. Charges and Payments

- 7.1 **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

- 7.1 ... 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 effect delivery of the Goods.
- 7.2 **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 date set for payment or, if no date is set for payment, within 14 days of the date of invoice, You agree to thereupon pay the charges.
- 7.3 **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 daily rests.
- 7.4 **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. 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 by public auction or, if that is not reasonably practicable, by private treaty and apply the net proceeds in satisfaction of the amount due.
- 8. Loss or Damage – Private Removals and Storage**
- 8.1 **Trade Practices Act.** 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 warranties implied by section 74 of the *Trade Practices Act 1974* being, in particular, a warranty by Us that the Services will be rendered with due care and skill, and the following conditions of this clause 8 will apply.
- 8.2 **Exclusions.** We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control.
- 8.3 **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.
- 8.4 **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.
- 8.5 **Notification of Loss or Damage.** Any claim for loss or damage under this clause 8 is to be notified by You to Us in writing, or by telephone and later confirmed in writing, 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.
- 8.6 **Maximum Value of Goods.** In any claim for loss or damage under this clause 8, 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.
- 9. Loss or Damage – Commercial Removals and Storage**
- 9.1 **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.
- 9.2 **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 per item or package, or \$1,000 in respect of all Goods moved or stored under this agreement (whichever is the lesser).
- 9.3 **Claims.** In circumstances where We are liable under subclause 9.2, 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.
- 10. Insurance**
- 10.1 **Our Insurance.** We offer to arrange for the Goods to be insured during transit and storage, and details of the type of insurance and the rates are set out in Our quotation and/or 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).
- 10.2 **Other Insurance.** You may, of course, arrange insurance with an insurer of Your choice.
- 10.3 **Assignment of Insurance.** 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.
- 11. Disputes**
- 11.1 **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.
- 11.2 **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.
- 12. Variation and Notice**
- 12.1 **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.
- 12.2 **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.
- 13. Applicable Law**
- 13.1 The law which governs this agreement will be the law applicable in the place in which the agreement is made.

CUSTOMERS' GOODS IN TRANSIT AND STORAGE INSURANCE POLICY WORDING

This insurance will be arranged on your behalf by Across Australia Removals Pty Ltd as an authorised representative of insurance brokers, Aldridge and Street a Division of Cowden (VIC) Pty Ltd (AFSL 245658)

DEFINITIONS

In this policy the following words have the meaning set out below:

Removal Company – Across Australia Removals Pty Ltd

Customer - Persons or entities who contract with the removal company to remove and/or store their goods.

Customers' Goods - Physical property which a customer has asked the removal company to move and/or store including household goods and personal effects of every description including antiques, works of art, jewellery, vehicles, boats, and trailers; and office and factory contents of every description including computers and all ancillary equipment, plant and machinery.

Transit - All conveyances by road and/or rail and/or air and/or vessel to and from ports and or places anywhere in Australia or the world. Transit commences when goods are first moved and/or uplifted within the house, office or factory by the removal company for the purpose of transit and ceases when the goods are last moved by the removal company after delivery to their final destination or such other place as the receiver may instruct. Transit includes packing/unpacking of goods by the removal company at uplift or delivery and any storage which is incidental to the transit.

Storage - Any storage of customers' goods at the customer's request in an authorized warehouse or compound by the removal company prior to, during or after transit.

INSURERS

This insurance is provided by the following insurers:
CGU Insurance Limited (ABN 27 004 478 371 AFSL 238291)-insures Australia wide perils storage of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage. Associated Marine Insurers Agents Pty Ltd (ABN 41 006 104 007 AFSL 235383) as agent for and owned by Zurich Australian Insurance Limited (ABN 13 000 296 640) – insures all other transit and storage risks

RISKS COVERED

Where the customer has requested the removal company to insure the customer's goods, depending on the risks and period of cover and basis of settlement selected by the customer and shown in the certificate of insurance, this policy insures the customer's goods as set out below:

Full Cover insures all risks of loss or damage to the insured goods during transit from any external cause including accidental damage during packing, loading and unloading by the removal company or its representatives. However, regardless of which cover the customer selects, goods packed by the customer are insured only for restricted cover.

Restricted Cover insures loss or damage to the customer's goods during transit resulting from:

- fire and explosion;
- lightning, flood;
- overturning and/or derailment of conveyance;
- collision of vessel, aircraft or conveyance;
- crashing or forced landing of aircraft; stranding, sinking, or contact of vessel with any external object other than water;
- entry of water into any vessel, hold, container liftvan or place of storage.

Additional Risks Covered

In addition to the risks set out above, this policy insures the customer's goods for loss or damage caused by or as a result of:

- war (sea and air transit risks) and strikes, riots and civil commotions in the terms of Institute of London Underwriters' Clauses current at the time of shipment; and
- General Average and Salvage Charges adjusted or determined according to the removal contract and/or the governing law and practice, which are incurred to avoid or in connection with the avoidance of loss from any cause other than those excluded elsewhere in the policy.

BASIS OF SETTLEMENT

Depending on the Basis of Settlement selected by the customer and shown in the certificate of insurance, if loss or damage occurs as a result of an insured risk, the insurer will pay, up to the declared value of any item (and subject to the restrictions set out below):

Replacement Cost

In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, full replacement cost provided that such items are no more than 7 years old or have been specifically declared and valued on the insurance declaration or removal contract. Regardless of which Basis of Settlement is selected, the insurer will only pay market value for the following items: goods more than 7 years old or which have not been declared; computers and computer accessories; clothing; motor vehicles, boats and trailers.

Market Value

In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, their replacement cost less a reasonable allowance for age, condition, wear and tear and depreciation.

Office or Factory Goods, including Plant and Machinery

For office and factory goods, including plant and machinery, the insurers will only pay: the lesser of the market value and the declared value of the goods at the time of loss; and agreed charges for insurance, packing and freight.

Pairs and Sets

Where one or more articles in a pair or set (including lounge suites) are lost or damaged, the policy only covers the lost or damaged part or parts. The insurers will not pay more than a proportionate part of the insured value of the pair or set without reference to any special value which they may have as a pair or set or depreciation or loss of value.

Antique Furniture

For antique furniture, the insurers will only pay the reasonable costs of repair and will not pay any depreciation or loss of value caused by the loss or damage.

Co-insurance

If the declared value of the goods is less than 80% of their actual value at the time of the loss or damage, the amount of the claim will be adjusted in the same proportion as the declared value bears to 80% of the actual value.

Excess

The removal company must pay the first **\$2,000** in respect of any one claim under this policy and the customer must contribute the Customer Excess shown in the Policy Disclosure Statement (PDS).

EXCLUSIONS FROM AND LIMITATIONS ON COVER

Motor Vehicles

This policy does not cover motor vehicles while they are being driven under their own power unless they are being driven by an authorised representative of the removal company for the purpose of loading or unloading.

Valuables

This policy does not cover loss or damage to any antique, curio, piece of jewellery, plate, precious object, work of art, medal, money, coin, stamp, collection of items, fur, piece of precision equipment or professionally packed carton by the removal company the value of which exceeds \$1000 unless specifically declared on the list of items to be insured or on the removal contract.

Owner Packed Cartons

Non-delivery of owner packed cartons is limited to \$500.00 unless an itemized valued list of contents is supplied prior to the commencement of the transit.

Other Excluded Risks

This policy does not cover loss or damage or expense caused by:

- delay, loss of use of property or any other form of consequential loss of any description;
- confiscation or detention by customs or other official or authorities;
- wear and tear, moths, vermin, infestation, normal atmospheric or climatic conditions, corrosion, contamination or deterioration;
- inherent vice or nature of the subject matter or vibration; mechanical, electrical or electronic breakdown or derangement of goods where there is no external evidence that an insured event has occurred;
- nuclear risks which means the use, existence or escape of nuclear weapons materials or ionizing radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

Terrorism Exclusion

This policy excludes any loss, damage, liability or expense arising from terrorism and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism. For the purposes of this clause, terrorism means any act(s) of any person(s) or organization(s) involving the causing, occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Notwithstanding any provision to the contrary contained in this policy, it is agreed that this policy covers loss or damage to the subject matter insured caused by any terrorist or any person acting from a political motive, from when the subject matter insured is first moved for the purpose of being conveyed to a destination outside the premises at which loading takes place and ends when the interest insured is last moved in being delivered at the destination, or at any earlier point where the ordinary course of transit is interrupted by the insured.

CLAIMS PROCEDURES

As soon as possible after the happening of any event which may give rise to a claim under the policy, the customer(s) must:

- Take all reasonable steps to prevent any further loss or damage;
- Note details of any loss or damage on the removal company's inventory and/or condition report;
- Contact Across Australia Removals on 1300 888 395;
- Within 3 days of receipt of the goods, lodge a written claim with the removal company (using any form provided by the removal company).

The customer must not authorise the repair or replacement of the lost or damaged goods without the consent of the removal company or the insurer.

The removal company or the insurer, at its expense, may appoint a loss assessor to inspect damaged goods.

The removal company may settle claims under this policy under instructions from the insurer. If the claim is for more than the amount detailed in the excess, the removal company must send to the insurer the inventory and/or condition report, removal contract and full details of the items lost or damaged.

SPECIAL CONDITIONS

Premium

The amount payable by the customer for this insurance may be varied provided the customer receives one month's prior notice of any change.

Duty of Disclosure

Before entering into a contract of general insurance with an insurer, the insured has a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that the insured knows, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

The insured has the same duty to disclose those matters to the insurer before any renewal, extension, variation or reinstatement of a contract of general insurance.

The duty however does not require disclosure of matters:

- That diminish the risk to be undertaken by the insurer;
- That are common knowledge;
- That the insurer knows or, in the ordinary course of his business ought to know;
- As to which compliance with the duty is waived by the insurer.

Non Disclosure

If the insured fails to comply with the duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Goods and Services Tax

If the insured is liable to pay goods and services tax (GST) in respect of any goods, services or other supply which are the subject of a claim under the policy the insurers will pay the insured for that GST liability. However

Where the insurers make a payment under this policy for the acquisition of goods, services or other supply the insurers will reduce the amount of the payment by the amount of any input tax credit the insured is or will be or would have been entitled under the Goods and Services Tax Act 1999 in relation to that acquisition whether or not the acquisition is actually made.

Where the insurers make a payment under this policy as compensation for the acquisition of goods, services or other supply the insurers will reduce the amount of the payment by the amount of any input tax credit the insured would have been entitled to under the Goods and Services tax Act 1999 had the payment been applied to acquire such goods, services or supply.

Privacy

The insurer collects personal information for the purpose of providing insurance products, services, processing and assessing claims. The insured can choose not to provide this information, however the insurer may not be able to process its requests.

The insurer may disclose information it holds about the insured to other insurers, an insurance reference service or as required by law. In the event of a claim, the insurer may disclose information to and /or collect additional information about the insured from investigators or legal advisors.

The insured may contact the insurer if it wishes to update or access the information the insurer holds about it or if it does not wish to receive any marketing material directly from the insurer (such as special offers and discounts).