

# HUNDAL BROTHER PTY LTD TERMS & CONDITIONS

These conditions explain the rights, obligations, and responsibilities of all parties' subject to clauses 1.1 and 1.2. Before requesting a quote or making a booking, please read through these terms and conditions and save a copy for future reference. By making a booking, regardless of the method used to make the booking, you agree to be legally bound by these Terms and Conditions.

## 1. DEFINITIONS

In these conditions:

- “We” means HUNDAL BROTHERS PTY LTD ABN 46 624 487 378, and “Us” and “Our” have corresponding meanings;
- “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;
- “Goods” means all furniture and other effects which are to be the subject of the Services;
- “Services” means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage;
- “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;
- 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 the carriage of any goods or classes of goods at Our discretion.

### 3. YOUR OBLIGATIONS AND WARRANTIES

- 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. Our quotes are subject to availability at the time the quote was provided to You. We give no guarantee there will be availability if You book at a later date.
- 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.
- 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.
- 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.
- Fragile Goods and Valuable Items. You will, prior to the commencement of the removal or storage, given 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 \$500.
- Goods Left Behind or Moved in Error. You will ensure 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 or left behind.

- Necessary Documents. Obtain at Your own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.
- Ensure there is suitable parking available within 10 metres of an appropriate doorway. Pay for any parking or meter suspension charges or fines incurred by Us in carrying out the work.
- Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are or will be present.
- Prepare adequately and stabilize all appliances or electronic equipment prior to their removal. Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
- Ensure that the goods are adequately packed or packaged for transportation. Packing service can be provided by Us upon request. All packaging materials are at an additional cost.
- Carpets and Floor. Arrange for suitable protection or coverings for carpets and other floor coverings.
- Allow Us to carry out Our responsibilities. Should You assist with any aspect of the moving of items and damage is caused during this assistance then no liability shall be held by Us.
- Special Requirements. Provide Us with any information reasonably required, to assist with the free movement of items to be moved, and to advise of any special requirements or care of particular items.
- Special Items. Notify Us before making a booking if You have any of the following items:
  - Any items heavier than 80kg;
  - Any items larger than 2.5 metres in length;
  - Double door or commercial refrigerator;
  - Piano or organ;
  - Items made from marble;
  - Glass tabletops or cabinets;
  - Large pot plants;

- Animal enclosures, fish tanks, etc.;
- Sensitive and/or delicate items such as fishing rods;
- Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, mobile telephones, portable media and computing devices, stamps, coins, or goods or collections of any similar kind.

- We reserve the right not to move any of the above-listed items (3.15) if we were not informed of such items at the time of the booking. There may also be additional charges for moving any of the above items.
- 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.
- You should inspect all the goods as they are unloaded and/or relocated. If there is any loss of or damage to goods that You consider having been caused by Us, please ensure You notify Our office no later than 24 hours after completion of the job. Unless You advise Us within 24 hours of completion of the job, we will not be responsible or liable for any such alleged loss or damage.
- Our staff will not collect used butchers' paper, boxes or rubbish. It is Your duty to dispose of these or book Our service of waste disposal.
- We expect You to be polite and not rude to Our staff. We reserve the right to refuse or stop the service, at any point, if You or the people in Your property are not acting in a professional manner.
- We recommend You arrange adequate insurance cover for the goods submitted for removal transit and/or storage.

Other than by reason of Our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities. You may not withhold any part of the agreed price, even if there has been any loss, damage, breakage or if there is any dispute between You and us.

#### **4. METHOD OF CARRIAGE AND SUBCONTRACTORS**

Mode of Carriage. We shall be entitled to carry or arrange for the carriage of, the Goods by any reasonable route and by any reasonable means.

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.

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**

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

#### **6. CHARGES AND PAYMENTS**

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, therefore (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 effect delivery of the Goods.

- Hourly Rate. Our prices quoted in the booking confirmation are per hour rates and are charged in 30-minute increments. The prices are not a fixed price but an hourly rate. We start the job on arrival to the pick-up address at the agreed time. The hourly rate finishes when all Your items have been moved and You are satisfied with the service. Duration is being rounded up to the minimum time or to the next half an hour above.
- Minimum time. Pick up/Delivery service incur a 1-hour minimum charge, Apartment Moving and Office Relocation – 2 hours, packing – 3 hours minimum charge.
- Call-out fee. A call-out fee will be charged on particular moves to cover Our travel expenses travelling to and from the move. This fee will be quoted to You prior to Your move.
- Delays due to traffic conditions or road repairs, selection of route and the like and vehicle break down are inherent in the furniture removal industry. We will not be liable for any loss or damage or consequential loss as a result of our transit or being delayed for any reason other than factors within our control.
- Payment is required by cleared funds immediately upon completion of the removal or in advance of the storage period. Payments are accepted by cash, bank transfer or credit/debit cards. Debit/credit card payments incur a 2% surcharge. Cheques are not accepted as a form of payment.
- The surcharge of 15% applies on evenings, Sundays and Public Holidays.
- Alteration of Dates. If a date for the performance by Us of any Services is agreed upon in the quotation and acceptance or subsequently, and You require that date to be altered or the Goods are not available on that date, We will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.

- Parking Fee's/Tickets. You are liable to pay all parking fees and fines if the valid parking space is not available.
- Toll Roads. If We are required to use toll roads for Your delivery, You are liable to pay toll road fees.
- 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 5 business days of the date set for payment or, if no date is set for payment, within 5 business days of the date of invoice, You agree to thereupon pay the charges.
- 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.

## 7. LOSS OR DAMAGE

- 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). We will not be liable for loss or damage to the Goods caused or contributed to by You or someone else that We are not responsible for at law.
- We will not be liable for any loss or damage, nor any delay which results from any cause beyond our control.
- 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.
- Damage To Goods – Inherent Risk. Certain goods (including but not limited to electrical, mechanical appliances, computer equipment, scientific instruments, certain musical instruments, pot plants, plants, glass items and furniture made of pressed wood,) are inherently susceptible to suffer damage or disorder being moved no matter how carefully they are handled. We will not be liable in respect of these items.

- Damage To Goods – Dismantling and Re-assembly. Part of the removal may require the dismantling of goods and their reassembly. At your request, we may do so but accept no responsibility for any damage or loss occurring or resulting. We do not guarantee reassembly, and will charge for the time it takes regardless of non-completion.
- Damage To Goods – The goods weigh in excess of 80 kg. We may refuse to remove large or cumbersome goods and may carry separate additional charges and any damage which occurs will be at the Your sole risk.
- If there is any loss of or damage to goods that You consider to have been caused by Us, please ensure You notify Our office no later than 24 hours after completion of the job. Unless You advise Us within 24 hours of completion of the job, We will not be responsible or liable for any such alleged loss or damage.
- Our liability for any loss, failure to produce or damage howsoever caused shall be limited to \$100.00 per item (including the case, bundle, package, or container). We shall be entitled to repair the damage or replace any item instead of paying. Our total liability (if any) shall not exceed the total of \$500.00 per move.
- Liability for damage will only be accepted if it may be proven without reasonable doubt We have been negligent in the manner in which We have conducted the move.

## **8. INSURANCE**

- We are insured for public and product liability for damages up to \$10,000,000. In the insurable event, the excess fee of \$500 is payable by You.
- Additional Insurance. You are responsible for arranging additional Home Contents and Personal Property Transit Insurance with an insurer of Your choice if \$50 per item or \$100 for the whole move does not meet Your requirement as per clause 7.8.
- If We, in the 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.

## **9. 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.
- Excess will be payable by the customer or the client for all insurance claims.

## **10. VARIATION AND NOTICE**

- 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.
- 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.

## **11. APPLICABLE LAW**

- The law which governs this agreement will be the law applicable in the place in which the agreement is made.