

## Our Terms and Conditions

### 1. Accepting our offer

ABLE REMOVALS (hereafter called "the Contractor" which expression will include its servants, agents, associated companies and sub-contractors) is not a common carrier (meaning moving goods not people) and will accept no liability as such. All goods carried or other services performed shall be subject to these conditions of carriage and the contractor reserves the right to accept or refuse the carriage of any goods at its discretion.

### 2. Our fees

All charges for removal shall be paid at, or if requested before, the time of delivery to the owner or his authorized agent or consignee unless prior arrangements.

### 3. Delay

The contractor will not be liable for any delay due to the weather or other unavoidable cause.

### 4. Safe entry

The consignee warrants that a safe place of entry and approach for ingress and egress shall be available. Non compliance with this condition releases the contractor from all liability.

### 5. Liability for public damage

Liability if any, for damage to premises, private roads, gates and gateposts, fencing, drives, bridges, culverts, or drains is limited to Able Removals Liability Insurance.

### 6. Time estimate

- a) The estimated charges INCLUDE THE COST OF LOADING AND UNLOADING, The packing of china, glass, and liquids. Books, ornaments, mirrors and articles of a like nature, the taking down of bed heads, pier glasses, wardrobes, lifting and setting down of carpets, floor coverings, hanging of pictures and else are all to be mentioned as separate.
- b) The estimate is **LIABLE TO ALTERATION** unless accepted within fourteen days after the date of estimate.
- c) The estimate is made upon condition (unless otherwise agreed) that no interruption or hindrance in the carrying out of the removal shall be made, that ingress and egress can be easily affected under all conditions. And a further charge to be agreed upon for taking unusual access, the

removal of windows, doors, if an interruption is made, if tackle is required, if distance between depository and vehicle is over 50m or anything of a like nature.

- d) The estimate is not inclusive of insurance (unless otherwise written on the estimate) and this maybe effected by the contractor on the consignee's behalf. If the consignee's authorized agent undertakes no insurance in transit, the contractors shall not be liable for loss or damage however occasioned by the load for any value.

### 7. Liability for Claims

The contractor shall not be liable for any claim for loss or damage not made in writing immediately on delivery to the owner or his authorized agent or consignee.

### 8. Responsibility for articles

- a) The contractor shall not be responsible for loss of or damage to any article contained in furniture, drawers, or in any package or case or other receptacle not packed and or unpacked by its employees.
- b) The contractor shall not be liable for but shall take all care in respect of:
  - i. Articles contained in any box, furniture, or other receptacle not packed by his servants;
  - ii. Plate, jewelry, and/or articles of special value unless contained in a sealed package and delivered to the supervisor in charge of the removal;
  - iii. Damage caused by flat pack type items incorrectly assembled or weakened by prior use or items that have been damaged or mishandled prior to moving day.

- c) No liability accepted whatsoever on refrigerator and washing machinery unless bolted down by a qualified electrician or customer approves removalist usual way of handling them without bolting.

### 9. Lien & Charge

The contractor shall have a general lien On all goods removed, packed or warehoused for or on behalf of the customer for any moneys payable to the contractor by the customer for or in respect of the removal, packing or warehousing of goods for or on behalf of the customer or otherwise under the terms hereof or on any account whatsoever. For storage; non payment for three consecutive months will initiate auctioneering of stored items to recover contractor expenses.

## 10. Extra goods

When the contract is made for a specified quantity and additional goods are removed and/or warehoused, an extra charge will be made and the above conditions shall apply.

## 11. Storage

Any legal increase in the price of storage during the time the goods are in the Warehouse shall be payable by the customer upon notice thereof being served on the customer subject to the Standards Association of Australia.

## Your rights and responsibilities

### 12. Duty of disclosure

Before entering into this contract, you have a duty under the *Insurance Contracts Act 1984* to disclose to the insurer every matter known to you, to whom you could reasonably be expected to know, which is relevant to the insurer's decisions to accept the risk and issue this policy.

That duty does not require disclosure of matters:

- a) That diminishes the risk
- b) That is common knowledge
- c) That is known or in the ordinary course of business ought to be known by the insurer.
- d) As to which the insurer waives compliance without duty.

### 13. Non-Disclosure

If you fail to comply with the duty of disclosure, the insurer may be entitled to refuse or reduce a claim under this policy or cancel the policy. If the non-disclosure is fraudulent, the insurer may cancel the policy from inception.

The insurance agrees, subject to the following terms, conditions and exclusions to insure customers properly whilst under his control against loss or damage directly caused by perils specified below occurring during the currency of this insurance.

### 14. Changes in circumstances

Fire, Lighting, Impact, Explosion, Earthquake, Aircraft, Riots, and Strikes, Malicious Damage, Storm and Tempest and/or Water, Burglary which shall mean theft resulting from forcible entry to the unit and/or premises and Accidental Damage (including whilst loading and/or unloading).

### 15. Exclusions

This policy does not cover:

1. Currency, deeds, securities, money, notes, jewelry, watches, precious stones, furs or garment trimmed with fur, paintings, antiques, curios and works of art
2. Boats or watercraft over 9 meters length or aircraft
3. Any flammable liquid, gas or oil such as petrol, kerosene, LPG, aerosols, diesel, fuel or engine oil, any corrosive chemicals or nitrates such as chlorine, sulphuric acid, or fertilizer, Tobacco, cigarettes alcohol, wine, or beer, pain or tires in bulk
4. Loss or damage to customers' property, which is caused by its own water, tear, rust, corrosion. Mechanical breakdown, fault, inherent defect, omission or design, and directly resulting from Vermin, insects, mildew, spontaneous combustion, atmospheric or climatic conditions; other than storms. Detention, confiscation, destruction, or requisition by customs or other authorities
5. Loss or damage caused by consequence of war, invasions, acts of foreign enemies, hostiles, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisitions of or damager to property by or under the order of any government or public or local authority
6. Loss or damage of the incurring of liability caused by or arising from radioactivity or the use, existence or escape of any nuclear fuel, nuclear waste, or nuclear material
7. Consequential loss or legal liability of any kind
8. Flood
9. Loss of damage caused by subsidence, landslip, erosion, or earth movement (other than earthquake)
10. The first \$200 each and every claim except Accidental Damage, which is \$500 and Earthquake \$20,000 or 1 % or sum insured, whichever is the greater

### 16. Claims

We are required and committed to protecting your personal information in accordance with our obligations under the *Privacy Act 1988* and the National Privacy Principles. Disclosure of such information may be compelled by law.