

B.F.R. FURNITURE REMOVALS CONTRACT FOR REMOVAL AND STORAGE (2011/07)

When you move with B.F.R. Furniture Removals, you are bound by the following **Terms and Conditions**.

Our Terms and Conditions are in place to ensure that all parties involved in the moving process know what their responsibilities are.

B.F.R. Furniture Removals are not common carriers and accept no liability as such.

1 QUOTATION, INSURANCE & ORDER

1.1 All customers must obtain their own insurance against damage or loss of their goods as by agreeing with B.F.R. Furniture Removals Terms & Conditions the customer knows and understands NO insurance is included.

1.2 All Supplied Quotations shall remain valid for a period of 30 days.

1.3 You warrant that the information supplied by You to B.F.R. Furniture Removals on which we have relied on assessing your quotation or estimate of the resources needed to carry out the work is accurate.

1.4 All Orders for Goods and Services shall be deemed to be acceptance of the Quotation pursuant to these terms and Conditions.

1.5 Upon entering into this agreement, you warrant that you are either the owner of the goods, or the authorised agent of the owner.

1.6 The quoted price may change or additional charges may apply if any of the following have not been taken into account when preparing the quotation:-

1.6(a) If at the time of the move it is found that the move is different to the information you have supplied via your Quotation request, then B.F.R. Furniture Removals may charge an additional amount to cover the cost of additional time and labour. Additional charges may include access charges, extra vehicles needed and additional labour.

1.6(b) By reason of your delay, the removal is not carried out within 3 months of the date of the acceptance of the Quotation.

1.6(c) If the move is carried out on a Friday, Saturday, Sunday or Bank Holiday, which was not previously agreed when the Quotation was calculated.

1.7 The Removal Contractor has to supply any additional services, previously not included in the quotation, such as disconnecting appliances, dismantling furniture, or storing additional items not previously included in the quotation.

1.8 Should access to the property be not as described, and will not allow free movement of the goods without the need of alterations or hire of additional equipment, or the access to the property be not suitable for the Removal Vehicle to get within 20 meters of the doorway, and as a result the removal Contractors have to do additional work not included in the Quotation.

1.9 Any charges incurred for parking, toll roads, congestion fees, or any other charges levied by the government for transportation of goods from the current property to the new property.

2 WORK NOT INCLUDED IN THE QUOTATION

2.1 Unless agreed in writing by the Removal Contractor, they will not, as part of the quoted removal services:

2.1(a) Disconnect or reconnect appliances, fixtures, fittings or equipment

2.1(b) Take up or lay fitted carpet or floor coverings

2.1(c) Dismantle or assemble unit or system furniture, fitments or fittings.

2.1(d) Move storage heaters, unless they are dismantled.

2.1(e) Move items from a loft or a cellar, unless properly lit and safe access so provided.

2.1(f) To move or store any items in section 3.1.

2.1(g) Prepare household appliances for removals, such as washing machines, stereos, fridges, TV's and computers. It is not the Removal Contractors responsibility to prepare household appliances for moving.

2.2 Should the customer pay any money to the contractors on the day of the move for work carried out which does not form part of the move specification as per the booking confirmation, unless the additional work has been authorised by the Removal Contractor, or management of the contractors - prior to completion of said work, then this money is not deemed in favour of the supplier or removal contractor, and the work carried out will be charged via separate invoice.

3 RESTRICTED ITEMS NOT TO BE MOVED

3.1 The following items are not permitted to be removed unless previously agreed and an inventory is submitted in writing to the Suppliers and Contractors:

3.1(a) Jewellery, watches, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections. Prohibited or stolen items, drugs, dangerous, damaging or explosive items, including gas bottles, firearms, sensitive documents and ammunition.

3.1(b) Plants or goods which may cause vermin or other pest infestation. Plants may be moved when issued with a Department of Agriculture Certificate, if moving interstate.

3.1(c) Any animals and their cages, or tanks including birds or fish.

3.2 If you have any goods you are unsure of then please request permission to be moved by the Contractor prior to the move date.

4 OWNERSHIP OF GOODS

By entering the contract you declare that:

4.1 The goods to be removed and/or stored are your own property, or

4.2 The person(s) who own or have an interest in them, have given you permission to make this contract, and have been made aware of the Contract. This must be in writing to B.F.R. Furniture Removals.

5 PRICE AND PAYMENT

5.1 The price for the Goods and Services is as specified in the Quotation, is inclusive of GST and other applicable charges as also outlined in the Quotation.

5.2 Payment of the price shall be in the manner specified in the supplied Quotation.

5.3 Payment is required by cleared funds upon the day of uplift of the removal or storage period, unless otherwise arranged with management.

5.4 You may not withhold any part of the payment, failure to finalise the balance before the move date will result in the move being postponed, cancelled, or revoked until the balance has been paid.

5.5 Any cancellation fees incurred as described in section 8 will be met by you.

5.6 We accept payment by most major debit and credit cards. A surcharge of 2% for credit cards, except a surcharge of 10% for American Express, will be charged.

5.7 Should payment not be received by the move date then the move may be postponed, cancelled, or revoked

5.8 If there are any variations or delays to the work required and agreed upon, and this requires us to pay a third party to obtain or effect delivery of goods, then we are entitled to charge additional amounts.

5.9 If you have organised for a third party to pay for your move, then you must organise with the third party prior to the move. All payments are due on the day of uplift unless organised in writing with B.F.R. Furniture Removals.

5.10 Freight shall be payable whether Goods are delivered to a Consignee or not, and whether damaged or otherwise. Under no circumstances will any payment for carriage be refunded.

6 DELIVERY

6.1 We are not bound to deliver your goods except to you or an authorised person, given to us in writing to receive the goods. If we cannot deliver your goods either because you or the authorised person is not there to receive the goods or we cannot gain access to the premises, or for any other reason beyond our control, we are entitled to unload your goods into a warehouse or storage facility, and we will be entitled to charge an additional charge for storage and for the re-delivery of your goods. We will make the best attempt to contact you to see if there are alternate instructions.

7 REMOVAL DATE

7.1 The dates you provide us with for your move will complete the contract and, should this date change, charges if you postpone or cancel the removal will apply as per section 8.

7.2 All risk in the Goods shall pass to the Customer upon delivery.

8 CHARGES IF YOU POSTPONE OR CANCEL THE MOVE

8.1 If you postpone or cancel the move, the Removal Contractor may charge according to how much notice is given. Notification must be in writing to us at B.F.R. Furniture Removals.

8.1(a) More than 14 working days before the removal date as section 7.1: Nil payable

8.1(b) More than 7 working days, less than 14 working days as section 7.1: 20% of the Removal Charge.

8.1(c) More than 2 working days, less than 7 working days from section 7.1: 40% of the Removal Charge.

8.1(d) Within 2 days of the removal date as section 7.1: 60% of the Removal Charge.

B.F.R. FURNITURE REMOVALS CONTRACT FOR REMOVAL AND STORAGE (2011/07)

8.2 If the move is not concluded within 3 months of the date of this booking, and the customer chooses to cancel the move then 100% of the deposit will be charged. No refund is payable.

9 TITLE

9.1 Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

10 CUSTOMER'S OBLIGATIONS

10.1 To enable the Supplier to perform its obligations the Customer shall:

10.1(a) Provide information that is accurate and that you are the owner of the goods being carried.

10.1(b) Co-operate with the Removal Contractor and Supplier;

10.1(c) Allow the contractors to carry out their responsibilities. Should the customer or associates assist with any aspect of the moving of items and damage is caused during assistance then no liability shall be held by the supplier or removal contractor.

10.1(d) Provide the Supplier with any information reasonably required by the Supplier, to assist with the free movement of items to be moved, and to advise of any special requirements or care of particular items.

10.1(e) Obtain all necessary permissions, parking permits, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and

10.1(f) Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

10.2 Should the customer not accept the recommendations of the Removal Contractor as in section 1.1 then the items to be moved are solely moved at the risk of the customer. The contractor cannot be held liable for any damage caused whilst the item to be moved is under the supervision of the customer.

10.3 Should any damage be incurred then it is your responsibility to advise us in writing, within 2 days of the delivery and provide us with photographs and a written description of the damage. Liability for damage will only be accepted if it may be proven without reasonable doubt the Removal contractors have been negligent in the manner in which they have conducted the move.

10.4 It is your responsibility to ensure that your goods are adequately insured for transportation.

10.5 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.

10.6 You will ensure that all goods to be removed or stored are uplifted by us and that none is taken in error. It is the responsibility of you that we take all the correct items.

10.7 All missing items must be notified by You to Us in writing on the day of delivery. If the paperwork has been signed with no mention of any missing items, then we will not be liable for any items alleged to be missing.

10.8 Any claim for damage is to be notified by You to Us in writing within 2 days of delivery.

11 METHOD OF CARRIAGE AND SUBCONTRACTORS

11.1 We are entitled to carry the goods by any reasonable route and by any reasonable means. We, the carrier may arrange with any other person, firm or corporation to undertake the carriage hereby contracted for, or services ancillary thereto and these special conditions shall apply to that such person, firm or corporation, it's servants or agents whilst in the course of undertaking any such carriage or services or detention or sale.

12 RIGHT TO HOLD THE GOODS

12.1 The Removal Contractor shall have the right to withhold and or dispose of some or all of the goods until you have paid for any additional costs incurred due to any conditions in section 1.6. All payments should be made prior to the completion of the move, unless written authorisation has been provided by us.

13 GOODS IN STORAGE

13.1 If goods are stored by the Removal Contractor, or any other company as recommended by us, then you must provide us with a correspondence address, and contact telephone information while your goods are in storage. You are to promptly advise us of any change of address.

13.2 If you do not provide an address or respond to the Removal Contractors, ours or the Storage Companies written or telephone requests, we may publish such notices in a public newspaper in the area to form which the goods were moved, all costs incurred will be charged to your account. The goods will not be released until the account has been paid in full. Additional charges will be applied for additional time in storage.

13.3 If after 28 days of the Removal Contractors written attempts, you do not pay the bill in full then they may sell or dispose of some or all of the goods to cover the cost of the outstanding account. Any additional proceeds will be credited to your account awaiting your instructions.

13.4 If you make your own arrangements to collect the goods out of storage, then they will be entitled to charge for handing them over. The Removal Contractors liability will cease upon handing over the goods.

13.5 You are entitled to inspect your goods in store, upon giving us reasonable notice, but a charge will be made by us for this service.

13.6 Subject to payment of all storage and relocation services, you may require the goods to be removed from store at any time upon giving us not less than 7 working days' notice. If you give us less days' notice, we will still endeavour to deliver your goods out of store as required, but there will be an additional charge to meet your demands on short notice.

13.7 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.

13.8 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. Written notice will be provided 5 days before removal, unless in case of emergency.

14 LIMITATION OF LIABILITY

14.1 If the Goods sustain damage by reason of defective or inadequate packaging or unpacking, and the packing or unpacking was not undertaken by Us or a Subcontractor, We will not be liable.

14.2 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.

14.3 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.

14.4 The Removal Contractor shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, delay, breach of contract, misrepresentation or otherwise.

14.5 Our responsibility for your move ends upon your acceptance of the completion of your move, and/or a subsequent 2 days have elapsed from the completion date of your move, without any written contact from the customer.

14.6 The Removal Contractor accepts no responsibility for any loss or damage of any nature arising out of or incidental to the carriage or any service ancillary thereto whether due or alleged to be due to misconduct or negligence on the part of the Carrier or not.

15 FORCE MAJEURE

15.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

16 SEVERANCE

16.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17 APPLICABLE LAW

17.1 These Terms and Conditions shall be governed by and construed in accordance with the law of New South Wales, wheresoever the Contract was made any proceeding in respect of any matter or things against the Removal Contractor shall be instituted or carried in the State of New South Wales only.