



## POSCH & SILVA MOVING SOLUTIONS

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### TERMS & CONDITIONS

The “contractor” means Rafael Schaidhauer Posch and Cassio da Silva Ribeiro trading as Posch & Silva Moving Solutions and shall include its employees, agents and subcontractors and the “customer” means the person authorising the performance of the work by the contractor and any person on whose behalf the authority is given.

1.2 Any notice given hereunder may unless otherwise provided be given to the Customer personally or by ordinary prepaid post addressed to the Customer at the last address of the Customer known to the Contractor

2.1 The Contractor is not a common carrier and at all times is entitled to refuse to carry or store any particular type of goods at its discretion.

2.2 The Contractor shall be entitled to carry the goods by any route or method (having regard to all circumstances including the nature and destination of any other goods being carried on the vehicle) and by any means.

2.3 The Contractor may itself carry out any removal or storage work hereunder or may arrange for such work to be carried out wholly or partially

2.4 The Contractor shall not be bound to deliver any goods except to the Customer or a person authorised in writing by the Customer to receive such goods. If the Customer or person authorised to receive the goods is unable to receive them, or if the Contractor cannot by reason of circumstances beyond its control gain access to the place to which the goods are to be delivered, the Contractor shall be entitled to unload the goods into its own or any other warehouse in reasonable proximity ; such unloading shall be deemed to be delivery and the Contractor shall be entitled to make a reasonable additional charge in respect of storage, handling and delivery of goods thereafter.

2.5 Due to the nature of its work the Contractor may send additional personnel on site thus exceeding the manpower quoted and a reasonable extra charge may thus be made.

3.1 The Customer warrants the accuracy of any information given to the Contractor

3.2 In respect of goods removed or stored the Customer warrants that he/she is the unfettered owner thereof or has the authority to deal with such goods and to enter into the contract and shall indemnify the Contractor against any claim arising or expense incurred as a result of any breach of this warranty.

3.3 If a firm date is agreed upon for the performance by the Contractor or any service hereunder and the Customer requires such date to be altered or the goods are not available on such date, the Contractor shall be entitled to make a reasonable additional charge for any loss or additional expense occasioned thereby.

3.4 The Customer shall ensure that he/she or some person on his/her behalf is present during the loading and unloading of goods.

3.5 The Customer shall not be entitled to require removal or storage of any article or substance which is, or may become dangerous, corrosive, combustible, explosive or noxious nature, nor anything likely in the course of such removal or storage to encourage any vermin or pest. The Customer shall indemnify the Contractor against any loss or damage which may be suffered by the Contractor through the presence of such article or substance in any goods removed or stored for the Customer, and against any claim made against the Contractor by any other person arising there from. In the event of discovery by the Contractor of any such article or substance after goods have been received by it the Contractor may take action in relation thereto including remove, destroy or otherwise dispose of or treat the same at the expense of the Customer and without in any way becoming liable to the Customer.

3.6 The Customer warrants that he/she will prior the commencement of the removal or storage, give written notice to the Contractor of any goods which are of a fragile or brittle nature and which are not readily apparent as such, and include any jewellery, plate, precious object, object d'art, work of art, medal, money, stamp, collection of items, fur or pieces of precious equipment in any case having a value in excess of \$200. The Contractor shall be at liberty to conduct a pre – removal inspection of all items to be part of the removal, and to note any pre – existing damage, defect or exceptional wear and tear to any item, which the Customer shall acknowledge and confirm as required by the Contractor prior to any such item being removed by the Contractor, who shall not be liable nor responsible for any noted pre-existing damage, defect or wear and tear.”

3.7 The Customer warrants that he/she will ensure that all goods to be removed or stored are given to and take by the Contractor and that none are left behind or taken by the Contractor in error.

3.8 The Customer is responsible for disconnecting and reconnecting any electrical equipment and whitegoods unless otherwise stated by the Contractor in writing.

3.9 The Customer may request in writing to the Contractor to disconnect and reconnect basic electrical equipment and white goods on collection and delivery subject to an additional cost for the extra time taken to undertake the Customers request.

4.1 Where the goods are to be stored the Contractor shall, if requested in writing by the Customer, prepare an inventory of the goods received at the time of their receipt and the Customer or some person on behalf of the Customer shall, if satisfied that the inventory is complete and accurate, sign the inventory or a copy thereof. The Contractor shall provide the Customer with a copy of the inventory if the Contractor signs the inventory or a copy thereof (or does not so sign and fails to object to the inventory within 7 days) the inventory shall be conclusive evidence of the goods received by the Contractor. Such inventory shall disclose only visible items and not any contents thereof unless the Customer shall so specify, in which case the Contractor shall be entitled to make an additional charge.

4.2 The Customer shall furnish to the Contractor a specimen signature and an address to which the contractor may forward any notice or correspondence and shall promptly notify the Contractor of any change of address.

4.3 Where the goods have been stored for a period exceeding 26 weeks the Contractor may change the storage charges from time to time and should give 28 days prior written notice to the Customer.

4.4 The Contractor is authorised to remove the goods from one warehouse to another without cost to the Customer.

4.5 The Customer shall be entitled upon the giving to the Contractor of reasonable notice, to inspect the goods in store, and the Contractor shall be entitled to make reasonable additional charge thereof.

4.6 The Customer shall give to the Contractor not less than 5 working days' notice (confirmed in writing) of requirement to remove the goods from storage.

4.7 The Customer shall remove goods from storage within 28 days after written notice by registered or certified mail requirement to do so given by the Contractor to him/her and in the event of failure by the Customer to do so, the Contractor may (without prejudice to any other rights or obligations which the Contractor may have under this contract or by law) sell all or any of the goods and apply the net proceeds in satisfaction of any amount owing by the Customer to the Contractor. In this regard the contractor shall not be an agent for the customer but rather the owner of such goods and as such entitled to pass on title to such goods to a buyer.

5.1 Where the work ultimately required by the Customer to be undertaken varies from the work for which a quotation or estimate is given (for instance, as to the nature or quantity of goods to be carried, whether the goods are required to be detached, dismantled, secure, assembled or installed, the nature or location of the premises from or to which the goods are to be carried), the Contractor shall be entitled to make an additional charge. The Contractor shall also be entitled to recover from the Customer any amount which he is required to pay a third party (other than a sub-Contractor) to obtain or effect delivery of the goods.

5.2 Every special arrangement to the effect that charges shall be paid by any person other than the Customer shall be deemed to include a stipulation that if such other person does not pay the said charged within 14 days of delivery or tendered delivery of the goods then the Customer shall pay the said charges.

5.3 The Contractor shall be entitled to charge interest of any amount payable under this contract and overdue for more than 30 days at the standard commercial rate of the National Australia Bank. This is a default clause and should not be interpreted as an offer of credit.

5.4 All goods of the Customer received by the Contractor shall be subject to a general lien for any moneys due by the Customer to the Contractor relating to the work and/or the goods and moneys which the Contractor has properly paid for which the Contractor is liable. If such moneys plus the related interest have been outstanding for a period of 26 weeks, the Contractor may (without prejudice to any other rights or obligations which the Contractor may have under this contract or by law) sell all or any of the goods and apply the net proceeds in satisfaction of any amount owing by the Customer to the Contractor.

6.1 Neither party shall be liable to the other for any loss or damage (direct or consequential) occasioned to the other from any cause beyond the control of the Contractor or the Customer, as the case may be, including delay in transit, industrial disputes, acts of god, weather difficulties or acts of third parties. In such case the Customer shall indemnify the Contractor against any loss or damage caused through delay.

6.2 The Contractor shall not be liable for the loss or damage resulting from improper or inadequate packing or unpacking, unless the goods damaged or causing damage were both

packed and unpacked by the Contractor, and this provision shall not be for electrical or mechanical derangement to goods.

6.3 The Contractor shall only be liable for loss or damage resulting solely from its negligence and such liability shall be limited to \$100 per item of package or \$500 in respect of all goods removed or stored pursuant to this contract (whichever is the lesser).

6.4 In circumstances where, nevertheless, the Contractor is liable to the Customer notification of any loss or damage to goods shall be given by the Customer to the Contractor in writing not more than 7 days after delivery or in the case of loss, the date upon which the goods would ordinarily have been delivered. If no written claim is made within 7 days of the delivery date then the liability, if any, of the Contractor hereunder shall thereupon cease

6.5 In the event of the loss or damage of any article or articles in a collection, pair, suite, set, or other combination, the value of the particular article or articles lost or damaged shall be determined without regard to the value which such article or articles may have had as part of any such collection etc.

7.1 The Contractor shall arrange or effect insurance of the goods removed or stored as may be reasonable requested by the Customer in writing. Full payment of premiums is required before uplift.

7.2 If the Contractor, in discharge of any liability imposed hereunder or otherwise, makes payment of any amount to the Customer in respect of loss or damage to goods, the Customer hereby assigns to the Contractor all rights which the Customer may have under any policy of insurance to cover such amount and the Customer hereby irrevocably appoints the Contractor as the attorney of the Customer with full power in the Customer's name to claim, demand, sue for and recover any such amount and the Customer shall execute all such documents and provide all such information as may be necessary to enable the Contractor to obtain the full benefit of this condition.

8.1 Itemised list of values for insured items must be supplied to the Contractor prior to any works undertaken.

8.2 When insurance is declined by the Customer, the Contractor accepts no liability whatsoever.

8.3 No Insurance will cover any internal operation of electrical equipment or Customer packed cartons or any non-visual items of furniture

8.4 The Contractor accepts no liability based upon clause 8.3/8.4

9.1 Payment by the Customer must be paid in full on uplift for interstate and long distance or any fixed price quoted made prior to the move by the Contractor.

9.2 When hourly rate is quoted full payment is payable immediately on the last item from the delivery vehicle being placed within the delivery area.

9.3 The hourly rate will continue until the driver is fully paid.

9.4 In addition time travel is charged from base to base on outward and return journey, at the stated hourly rate.

9.5 Payment must be made in the form of cash, bank cheque, or MasterCard/Visa only. No personal cheques will be accepted.

9.6 Cancellation fee may apply.

9.7 The use of MasterCard or Visa will incur a Surcharge of 2.5% to offset the changes made to the Contractor from the credit card organizations.