

BLACK DIAMOND REMOVALS BULLI PTY LTD
GENERAL CONDITIONS OF REMOVAL AND STORAGE

1. Definitions

1.1 **"We," "Us," and "Our"** refer to Black Diamond Removals Bulli Pty Ltd, ABN 82 652 700 564.

1.2 **"You"** refers to the individual or party entering into the agreement with us, including the person to whom our quotation is addressed and the person signing the acceptance. **"Your"** has a corresponding meaning.

1.3 **"Goods"** refers to all furniture and personal items involved in the services we provide.

1.4 **"Services"** includes all work we perform related to the goods, including removal and, if applicable, storage.

1.5 **"Subcontractor"** refers to any individual, other than our employees, hired to perform part or all of the services under an agreement with us (either directly or indirectly).

1.6 Words in the singular also include the plural, and words denoting one gender include all genders.

2. Common Carrier

We are not a common carrier and do not accept the responsibilities or liabilities associated with one. We retain the right to refuse any quote for the transportation of goods at our discretion.

3. Your Obligations and Warranties

3.1 **Accuracy of Information:** You confirm that all information provided to us, upon which we base our quotations or estimates, is accurate and complete.

3.2 **Ownership or Authority:** You affirm that you are either the owner of the goods or have the proper authority to act on behalf of the owner.

3.3 **Presence at Loading/Unloading:** You must ensure that either you or an authorized representative is present during the loading and unloading of goods, unless the goods are being moved to or from storage.

3.4 Dangerous Goods: You warrant that the goods do not contain any dangerous, corrosive, explosive, or harmful items, unless disclosed to us in writing before loading or storage. We reserve the right to refuse handling such items. If we discover hazardous goods after receiving them, we may take appropriate action, including disposal, without assuming any liability.

3.5 Fragile and/or Valuable Items: You must notify us in writing of any fragile or delicate items or any items valued over \$1,000 (including money, jewelry or artwork) before their removal or storage.

3.6 Customs and Quarantine: You are required to inform us in writing of any goods that are subject to customs duties or quarantine restrictions prior to their removal or storage.

3.7 Ensuring Goods are Uplifted: You are responsible for ensuring that all goods to be removed (except those in storage) are accurately identified and none are inadvertently taken.

4. Method of Transport and Subcontractors

4.1 Mode of Transport: We reserve the right to choose any appropriate route or method of transport, taking into account factors like the nature of other goods being transported.

4.2 Subcontractors: We may engage subcontractors to carry out part or all of the services, though we remain fully responsible for ensuring the services are delivered to you.

4.3 Subcontractor Liability: Any provisions in these terms that limit our liability also apply to our subcontractors, employees, and their staff.

5. Delivery

5.1 Authorized Delivery: We will deliver the goods exclusively to you or to an individual you have authorized. If delivery can't be completed due to your absence, issues with access, or other circumstances beyond our control, we may unload the goods at a warehouse and charge for the storage and re-delivery. We will make reasonable efforts to contact you for alternative instructions.

5.2 Delays: We are not responsible for any delays caused by factors outside of our control, such as weather conditions, road closures or industrial disputes.

6. Storage Conditions

6.1 Inventory: We will create an inventory of the goods stored, which must be signed by you. If signed, or if not disputed within 7 days, the inventory will be considered accurate and final.

6.2 Contact Information: You are required to provide a valid address for correspondence and promptly inform us of any changes to your address.

6.3 Warehouse Relocation: We may move your goods between warehouses at no extra cost to you, provided we notify you at least 5 days in advance, except in emergency situations.

6.4 Removal from Storage: To remove goods from storage, you must give us at least 5 working days' notice, subject to any applicable minimum storage periods.

6.5 Sale of Goods: If goods need to be sold under this agreement, we are authorized to inspect and open boxes to identify their contents. We may sell the goods at a public auction or private sale and store any unsold items until the outstanding charges are paid.

6.6 CPI and Insured Value: The insured value of goods stored will be adjusted annually based on the Consumer Price Index (CPI) published by the Australian Bureau of Statistics. You will be notified of the adjusted value each year.

7. Charges and Payments

7.1 Charge Adjustments: The quoted prices are based on standard working hours unless otherwise stated. We may revise charges if there are changes in rates or other factors.

7.2 Work Modifications and Delays: If the scope of the work differs from the original quotation or if delays occur that are not caused by us, we may impose additional charges.

7.3 Third-Party Payments: You are responsible for reimbursing us for any payments made to third parties on your behalf for delivery-related services. Additional taxes, duties, or charges may apply unless otherwise specified.

7.4 Unpaid Third-Party Charges: If a third party fails to pay within 14 days, you agree to cover the outstanding charges.

7.5 Late Payment Fees: Any overdue amounts will incur interest at the maximum personal overdraft rate set by the Commonwealth Bank, plus any recovery costs (e.g debt collection).

7.6 Lien: We have the right to retain a lien on the goods for any unpaid amounts. If payment is not received within 26 weeks, we may sell the goods to recover the debt.

7.7 Payment Terms: Payment is due before the commencement of services unless otherwise agreed upon in writing.

7.8 GST: Goods stored in Australia for more than 90 days may be subject to GST.

8. Loss or Damage - Private Removals and Storage

8.1 Australian Consumer Law: This agreement is subject to the guarantees outlined in the Australian Consumer Law, unless the services are provided for business purposes.

8.2 Exclusions: We are not responsible for any loss or damage caused by circumstances beyond our control, nor for any consequential loss or the restoration of data.

8.3 Packaging Responsibility: We are not liable for any damage to goods resulting from insufficient packaging if the packing was not carried out by us.

8.4 Inherent Risks: Certain items are naturally more susceptible to damage, and we are not liable for such damage, except if it occurs due to our negligence.

8.5 Loss/Damage Reporting: Any claims for loss or damage must be submitted within 2 working days to ensure the best possibility of resolution.

8.6 Liability Limits: Claims for loss or damage will be limited to the estimated value of the goods at the time the loss occurred.

8.7 Furniture Liability: If you choose not to insure your furniture, and we did not handle the packing, our liability is restricted to \$500 per item, unless the damage is due to our negligence.

8.8 Misplaced Items: If goods are lost or misplaced and are uninsured, our liability is limited to \$300 per box, unless negligence on our part can be proven.

9. Loss or Damage - Commercial Removals and Storage

9.1 **Scope:** This section applies to services provided for commercial or business purposes.

9.2 **Liability for Negligence:** We are only liable for loss or damage that results from our negligence, with a maximum liability of \$100 per item or \$1,000 for all goods.

9.3 **Exclusions:** We are not responsible for any loss or damage caused by third-party services, improper packing, or any other specified exclusions.

9.4 **Claim Filing:** Claims must be submitted within 7 days of delivery. If items from a set are lost, the value of the individual item will be assessed.

10. Insurance

10.1 **Our Insurance:** We are able to organize insurance for your goods during transit and while in storage, if requested in writing.

10.2 **Storage Insurance:** For information on insured values during storage, please refer to clause 6.9.

11. Disputes

11.1 **Notification of Dispute:** Either party may inform the other of a dispute, and services will proceed until the issue is resolved.

11.2 **Dispute Resolution:** Disputes can be referred to the Australian Furniture Removers Association, and both parties agree to abide by its decision.

12. Amendments and Notifications

12.1 **Amendments:** These terms may only be modified through mutual written agreement.

12.2 **Notifications:** Notices may be sent in person, by mail, facsimile, or email to your most recent known address.

13. Governing Law

13.1 This agreement is subject to the laws of the jurisdiction where it was entered into.

14. Privacy

14.1 We gather personal information to facilitate the provision of services and quotations, which may include photographs for assessments and/or claims.

