Terms & Conditions

Conditions of carriage for our removal and storage services

North Services Melbourne PTY LTD · Melbourne, Australia

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Trading as: North Removals · ABN 17 669 458 486

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PUBLIC DOCUMENT

North Removals
Your Move, Our Mission

TERMS & CONDITIONS · V2.0

> These terms and conditions apply to all contracts in respect of which you have requested us to arrange for the carriage of goods. You acknowledge and accept that you have read, understood and agreed to these terms and conditions before booking a move with us.

1 Definitions

- **"us", "our" or "we"** means North Services Removals (ABN 17 669 458 486).
- **"you" or "your"** means the authorised person booking the carriage of goods or similar services to be carried out by us.
- **"goods"** means any good or item which you have requested to be carried or arranged to be carried by us.

2 Removal Services

General

2.1 Discretion to Quote / Refuse Service

We reserve the right to refuse to quote for the carriage of goods for any reason and to refuse to carry any goods or classes of goods at our discretion (including for safety, hygiene, access, vehicle limitations, or operational reasons).

2.2 Indicative Times and Dates

You acknowledge and accept that any pickup and/or delivery time or date advised by us is indicative only and is not guaranteed. If, in our opinion, a pickup/delivery time or date cannot be reasonably met, we reserve the right to alter that time or date at any time before the commencement of the move.

2.3 Safety, Cleanliness and Suitable Packaging

(a) Due to OH&S requirements, we expect items to be of a reasonable standard of cleanliness. We may refuse to move items our movers consider to be dirty, contaminated, unsafe or unhygienic.

(b) All items should be packed into suitable moving cartons/containers. We may refuse to move boxes that are not strong enough, are overfilled, leaking, wet, or otherwise unsuitable to safely carry the items placed in them.

2.4 Unsafe Work / Unsuitable Access

If our removalists believe there are safety risks, access issues, or the work being requested is not suitable for our removalists and/or equipment (including due to weight, dimensions, long carries, stairs, narrow access, lack of safe parking, or other hazards), we reserve the right to refuse to undertake the work (in whole or in part) and/or to require changes to the plan (including additional labour, additional vehicles, alternative equipment, or rescheduling).

Local Moves (Hourly Rates)

2.5 Hourly Pricing Structure

(a) For Local Moves, our prices quoted in the booking confirmation are hourly rates and are charged in 30-minute increments. Prices quoted include GST unless stated otherwise.

(b) Local Move rates are not fixed-price. Any estimate of hours is an estimate only.

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2.6 When Time Starts and Ends

Our hourly rates are charged from the time our removalists arrive on site until completion of the move at the final destination address, including time spent loading/unloading and moving goods between locations as required by you.

2.7 Travel Time / Call-Out Fee

A call-out fee/travel time ("Travel Time") will be charged to cover our travel expenses to and from the move. Travel Time is the approximate time it takes to travel from our base to the pickup address, plus from the final destination address back to our base. Travel Time is a fixed charge calculated at the time of booking (so traffic on the day does not increase Travel Time) and is calculated in 15-minute increments.

2.8 Minimum Charges

All Local Moves incur a minimum charge of:

- (a) 2 hours for the 4.5 tonne truck; and
- (b) 3 hours for the 10 tonne truck.

2.9 Additional Charges and Estimates

(a) Any waste disposal fees incurred during the move will be charged to you.

(b) All moving estimates given verbally (including over the phone) are estimates only and cannot be considered a fixed cost of the move.

(c) We provide a quote for a number of trucks and removalists based on the information you provide. This does not guarantee the work will be completed within a certain timeframe and additional resources may be required if our removalists reasonably consider it necessary to complete the work safely and efficiently.

Regional and Interstate Moves (Fixed Rate)

2.10 Fixed Rate Based on Information Provided

(a) For Regional Moves and Interstate Moves, the price stated in the booking confirmation is a fixed rate based on the information you provide at the time of quoting/booking and on the assumptions we reasonably make from that information ("Quoted Parameters").

(b) The fixed rate applies only to the scope of work, addresses, stops, access conditions, goods volume, and item types disclosed by you and confirmed in the booking confirmation.

2.11 Changes to Quoted Parameters (Variations)

(a) If, at any time (including on the day of the move), any Quoted Parameters change or are found to be materially different from what was disclosed at booking, we may (acting reasonably):

- (i) update the fixed rate price to reflect the changed scope and any additional time/resources required; and/or
- (ii) require additional labour, vehicles, equipment, or an additional trip; and/or
- (iii) reschedule the job; and/or
- (iv) refuse to carry out the additional or changed scope (or refuse to carry the particular goods) where it is not within our reasonable operational capacity or where it is unsafe or impractical.

(b) Examples of changes to Quoted Parameters include (without limitation):

- (i) additional goods, increased volume, or goods not disclosed at booking;
- (ii) heavy, oversized, specialist or high-risk items not disclosed at booking (including items heavier than 80kg, large fridges, pianos, marble/stone items, large glass items, pool tables, etc.);

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- (iii) additional pickup/delivery addresses, extra stops, or changes to the route (including stops that are significantly out of the original route or substantially further away);
- (iv) access conditions differing from what was disclosed (including additional flights of stairs, no lift access, long carries, narrow access, steep driveways, parking restrictions, permits, loading dock height limits, or inability to park reasonably close);
- (v) waiting time or delays outside our control (including delays caused by lack of access, building management restrictions, lift bookings, key handovers, or customer instructions changing on the day);
- (vi) the truck being at capacity (space or safe weight) such that additional goods cannot be safely loaded.

2.12 Approval of Variations

(a) Where a variation is required, we will notify you as soon as reasonably practicable and provide the revised price and/or revised plan.

(b) We are not required to proceed with additional or changed scope unless you accept the variation. Acceptance may be by email, SMS, or signature on the job sheet.

(c) If you do not accept the variation, we may complete the services only as originally quoted (where reasonably possible) and/or decline to move additional goods or undertake additional stops.

2.13 Operational Limits

You acknowledge that vehicle capacity, safe working loads, route/time constraints, and crew availability may limit what can be safely or reasonably completed on the day. If additional goods or stops are requested that are not within our operational capacity, we may decline to undertake that additional scope and may offer a separate booking where available.

3 Specialist Items

Please notify us if you have any of the following items:

- Double Door or Commercial Refrigerator;
- Piano or Organs (we do not move grand pianos or pianolas);
- Items made from marble;
- Glass Table tops or cabinets;
- Pool or Snooker Tables (we do not move commercial pool tables);
- Large Pot Plants that have not been cleaned;
- Animal enclosures, fish tanks, etc.;
- Any items heavier than 80kg;
- Any items larger than 3 metres in length;
- Sensitive and/or delicate items such as fishing rods.

We reserve the right not to move any of the above-listed items 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.

4 Your Obligations and Warranties

4.1 Accuracy of Information

You warrant that all information you provide to us (including by phone, email, messages, or online enquiry forms) and on which we reasonably rely in providing an estimate, quotation, booking confirmation, or determining the resources required (truck size, crew numbers, access requirements, etc.) is accurate and complete.

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4.2 Authority

You warrant that, in entering into this agreement, you are either:

- (a) the owner of the goods; or
- (b) the authorised agent of the owner of the goods and have authority to accept these terms on the owner's behalf.

4.3 Customer Presence, Access and Instructions

(a) You must ensure you or your authorised representative is reasonably available during loading and unloading to:

- (i) provide access to the pickup and delivery premises (including keys, lift access, loading bays, parking access, etc.);
- (ii) provide instructions about what is and is not to be moved; and
- (iii) check goods against any job sheet/inventory as goods are delivered.

(b) If you or your representative is not available, we may proceed in accordance with any written instructions you have provided. You acknowledge that your absence may affect our ability to identify missing items or assess alleged damage at the time of delivery, and may be taken into account when we investigate any claim (including whether and to what extent any loss or damage was caused or contributed to by you).

4.4 Inspection on Delivery

(a) You should inspect all goods as they are unloaded and/or relocated.

(b) If you believe there is visible loss or damage, you should notify our crew before they leave the delivery address, where reasonably practicable.

4.5 Job Sheet / Inventory

(a) On completion, we will ask you to sign the job sheet/inventory to confirm delivery and to note any visible loss or damage identified at delivery.

(b) If you do not sign the job sheet/inventory, our records (including the job sheet/inventory and any photos taken) will be prima facie evidence of delivery and condition, however this does not exclude or limit any rights you may have under the Australian Consumer Law.

4.6 Prohibited and Dangerous Goods

You warrant that the goods do not include any firearms or goods which are or may become dangerous, corrosive, highly combustible, explosive, damaging or noxious, nor are likely to encourage vermin or pests, unless you have disclosed to us in writing the presence and nature of such items prior to them being made available for loading or storage. We may refuse to move or store such items. If we discover any such item after goods have been received by us, we may take any reasonable action (including disposal) without incurring liability to you.

4.7 High-Value, Fragile or Special Goods

(a) Prior to the commencement of the removal or storage, you must give us written notice of any goods which:

- (i) are fragile or brittle and not readily apparent as such; or
- (ii) comprise jewellery, precious objects, works of art, money, collections, precision equipment or similar goods,

in any case having a value in excess of $1,000 per item.

(b) We may refuse to move such items unless agreed in writing, and/or may require special packing or handling.

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4.8 Uplift and Final Check

(a) You must ensure, to the best of your ability, that all goods to be removed (other than goods being removed from storage) are uplifted by us and that none is taken in error.

(b) You are expected to do a final inspection of the pickup premises prior to our removalists leaving to ensure nothing has been left behind and all requested tasks have been completed.

4.9 Conduct and Safety

You must ensure you and any persons at the premises act respectfully and safely. If any person is abusive, threatening, intoxicated, or creates an unsafe work environment, we may suspend or cease work and charge for time spent and any reasonable costs incurred.

4.10 Utilities, Appliances and Fixtures

(a) Prior to our removalists arriving, you should disconnect appliances from power and disconnect hoses from taps, and remove TVs/items from brackets/walls.

(b) If you have not done the above, our removalists may assist where reasonably possible, however they are not plumbers, electricians or handymen and we do not warrant those tasks. You should have a licensed tradesperson attend to or check these items.

5 Delivery

We will 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, 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 Cancellation Policy

6.1 Move Classification

For the purposes of this agreement:

- (a) “Local Move”, “Regional Move”, and “Interstate Move” will be as stated in our booking confirmation (email is sufficient).
- (b) “Booking Deposit” has the meaning given in clause 7.2.

6.2 Local Moves – Cancellation / Rescheduling (No Fee)

(a) You may cancel or reschedule a Local Move at no charge.

(b) We kindly request that you notify us as soon as reasonably practicable once you know you need to cancel or reschedule (email or SMS is sufficient), so we can reallocate crew and vehicle availability.

(c) Any rescheduled date/time is subject to availability and is only confirmed once we confirm it in writing (email is sufficient).

(d) If you request that we arrange any third-party services for a Local Move and those third-party costs cannot be cancelled or refunded due to your cancellation/rescheduling, you agree to reimburse our out-of-pocket third-party costs actually incurred (with evidence).

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6.3 Regional Moves and Interstate Moves – Cancellation / Rescheduling

(a) If you cancel a Regional Move or Interstate Move with at least 7 days' written notice before the scheduled collection date, we will refund the Booking Deposit less any non-refundable third-party costs incurred at your request (if any).

(b) If you cancel with less than 7 days' written notice, we may retain the Booking Deposit as a genuine pre-estimate of the costs and loss we incur due to late cancellation and re-scheduling difficulties.

(c) If you reschedule a Regional Move or Interstate Move, we may apply the Booking Deposit to the rescheduled booking provided the rescheduled date is agreed in writing. If rescheduling occurs with less than 7 days' notice, we may charge reasonable rescheduling costs and/or require an additional deposit.

6.4 If We Cancel or Reschedule

If we have to cancel your move for reasons within our reasonable control, we will notify you as soon as reasonably practicable and refund any Booking Deposit paid. Nothing in this clause limits your rights under the Australian Consumer Law.

6.5 Availability

Our quotes are subject to availability at the time the quote was provided. We do not guarantee availability if you book at a later date.

7 Payment

7.1 Local Moves – No Deposit

(a) No deposit is required for Local Moves unless otherwise agreed in writing.

(b) For Local Moves, you must pay the full Charges on completion of the move by cash, Bank Transfer or debit/credit card.

(c) You must ensure that you have the payment available on completion.

7.2 Regional Moves and Interstate Moves – 10% Booking Deposit

(a) A Booking Deposit equal to 10% of the total estimated Charges is required to confirm any Regional Move or Interstate Move.

(b) The Booking Deposit must be paid within the timeframe stated in the booking confirmation (or, if no timeframe is stated, within 48 hours of our request). If not paid by the due time, we may release the reserved date/time.

(c) The Booking Deposit will be applied as a credit against the final invoice.

(d) The remaining balance is due on completion of the move, unless otherwise agreed in writing.

7.3 Payment During Disputes

(a) Payment is due on completion of the services. You must not withhold payment on the day of the move due to a complaint or claim.

(b) If you have any issues or concerns with your move or the Charges, you should email our customer service team at info@northremovals.com.au as soon as possible so that it can be investigated.

(c) If we agree that a refund or adjustment is payable, we will process it within a reasonable time.

7.4 Overdue Accounts, Debt Collection and Interest

(a) If payment is not received or is unable to be processed within seven (7) days of completion of the move, we may refer the account to a debt collection agency and you will be liable for reasonable debt recovery costs in addition to

interest.

(b) Interest shall accrue on monies outstanding from the due date until the date payment is made at the rate prescribed by the Penalty Interest Rates Act 1983 (VIC) plus two per cent (2%).

7.5 Payment Methods

- (a) We accept cash (where applicable) and Visa/Mastercard.
- (b) Cheques are not accepted unless pre-authorised by us.
- (c) American Express is not accepted.
- (d) Bank Transfer.

7.6 Additional Charges

Some of our movers carry bubble wrap and shrink wrap and may offer these as additional services. If you request these services, they will incur an additional charge, which will be discussed with you by the removalist before undertaking the work, recorded on the job sheet, and charged upon completion.

7.7 Lien / Right to Retain Goods Until Payment

(a) Without limitation and to the extent permitted by law, we reserve the right to retain possession of goods (including leaving goods on the truck) until full payment of all Charges is received.

(b) We also have a general lien over the goods for any monies owed by you to us under this agreement, to the extent permitted by law.

7.8 Disposal of Goods for Non-Payment

Where you fail to pay any amount due, we may store, dispose of or sell goods in accordance with applicable laws relating to uncollected goods and enforcement of liens. If storage costs are incurred, those costs will be payable by you.

8 Vehicle Sizes

We endeavour to always quote the correct vehicle for your move. However, our decisions are based on the information we are provided by you over the phone or when you complete our online enquiry form. We will not be liable if the truck provided is too small for a single move and multiple moves are required.

Please advise us of any loading dock height clearance. Our large trucks (41m³/10tn) have a height minimum of 4m and our smaller trucks (19 m³) have a height minimum of 3.4m.

9 Method of Carriage and Subcontractors

We will be entitled to carry the goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other goods being carried on the vehicle) by any reasonable means.

We reserve the right, at our discretion, and without notice to you to subcontract all or part of the carriage of goods.

Any provisions in these conditions which limit our liability also apply to our employees and our subcontractors and their employees.

10 Insurance & Loss/Damage to Property

10.1 Our Business Insurances (Not Customer Insurance)

(a) We maintain Public Liability Insurance and Goods in Transit (Carriers) insurance for our business in connection with bookings we accept and services we perform.

(b) These policies generally respond to our legal liability (if any) and are subject to the insurer's terms, conditions, exclusions and excesses.

(c) We are not an insurer and we do not provide you with insurance cover under this agreement. We do not insure individual items for you and we do not guarantee that any insurer will accept or pay a claim.

10.2 Our Damage Policy is Not Insurance

(a) Clauses 12 and 13 set out our liability (if any) and the remedies available where loss or damage is caused by our negligence, to the extent permitted by law.

(b) These clauses are a damage/liability policy only and are not an insurance product. They do not guarantee replacement value or "new for old" replacement.

10.3 Customer's Insurance

(a) Loss or damage can occur even where no party is legally at fault. For this reason, insurance is strongly recommended.

(b) You acknowledge and accept sole responsibility to ensure your goods are adequately insured for loading, unloading and transportation by organising relevant insurance cover (for example, transit insurance via your home/contents insurer or another insurer of your choice).

10.4 Third-Party Assistance and Insurance Response

If you or any third party (who is not our employee or subcontractor) assists with lifting, carrying, loading or unloading, our business insurance policies may not respond in respect of items handled by that person, and our liability may be reduced to the extent permitted by law if the third party's actions caused or contributed to the loss or damage.

10.5 Property Damage at Premises

We will take reasonable care during the move. However, there may be circumstances where we are not responsible or liable for property damage or loss, including as set out in clauses 12 and 13 and to the extent permitted by law.

11 Risk and Title

11.1 Ownership

You retain ownership (title) of your goods at all times.

11.2 Risk

Risk of loss or damage to the goods remains with you, except to the extent that we are liable under:

- (a) the Australian Consumer Law (where applicable); and/or
- (b) clause 12 (Private Removals) or clause 13 (Commercial Removals),

and then only to the extent permitted by law.

11.3 Lien

All goods received by us are subject to a general lien for any monies owed by you to us under this agreement, to the extent permitted by law.

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12 Loss or Damage – Private Removals and Storage

12.1 Australian Consumer Law

Nothing in these terms is intended to exclude, restrict or modify any consumer guarantees, rights or remedies you may have under the Australian Consumer Law or other applicable laws that cannot lawfully be excluded.

12.2 Notification of Loss or Damage

(a) You should notify our crew of any visible loss or damage before they leave the delivery address, where reasonably practicable.

(b) Any claim for loss or damage should be notified to our office in writing as soon as possible and within a reasonable time after delivery.

(c) To assist with timely investigation, we ask that you notify us within 2 business days of delivery, and in any event within 7 days of delivery.

(d) If you do not notify us within a reasonable time, our ability to investigate may be prejudiced and our liability (if any) may be reduced to the extent permitted by law.

12.3 Evidence, Inspection and Mitigation

(a) You must provide reasonable evidence to support your claim, including photos, a description of the alleged loss/damage, proof of ownership and (where relevant) proof of value.

(b) You must keep the damaged item and any relevant packaging/boxes until the claim is assessed, and allow us (and/or our insurer, if applicable) a reasonable opportunity to inspect the item and packaging.

(c) You must take reasonable steps to mitigate any loss (for example, preventing further damage).

12.4 Owner Packed / Inadequate Packing

(a) We are not liable for loss of or damage to the contents of cartons or packages packed by you (or any person not engaged by us) where the loss or damage arises from defective, inadequate or inappropriate packing, packaging or sealing.

(b) It is your responsibility to ensure your goods are properly packaged and protected in a suitable manner for transport. North Removals takes no responsibility for goods damaged during transport that were not adequately protected using suitable packaging.

12.5 Inherent Risk Items

Certain goods (including, without limitation, electrical and mechanical appliances, TV, computer equipment, scientific instruments, musical instruments and old or self-assembled/flat-pack furniture) are inherently susceptible to malfunction, misalignment, derangement or damage during relocation. Unless there is visible external physical damage caused by our negligence, we will not be liable for internal mechanical/electrical failure, derangement or malfunction.

12.6 When We Are Liable

(a) Subject to clause 12.1 and to the extent permitted by law, we will only be liable for loss or damage to goods to the extent it is caused by our negligence.

(b) Civil claims are assessed on the balance of probabilities. You must provide reasonable evidence that the loss or damage was caused by our negligence.

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12.7 Minor Cosmetic Damage

(a) “Minor Cosmetic Damage” means superficial marks, scuffs, scratches or small dents that do not affect the structural integrity or normal use of the item.

(b) Where we accept liability for Minor Cosmetic Damage (to the extent permitted by law), our liability is limited (at our option) to:

- (i) arranging a professional repair; or
- (ii) paying the reasonable cost of repair supported by a quote; or
- (iii) paying $50 per Minor Cosmetic Damage.

12.8 Remedies and Limitations

(a) Where we accept liability, we may (at our option) repair the item, replace it with an item of similar type and condition (allowing for age and wear), or pay the reasonable cost of repair or the pre-damage value.

(b) Any repair or replacement will be arranged by us using a repairer/supplier of our choice.

(c) If we pay you the pre-damage value of an item, you agree that we are entitled to take ownership of the damaged item and collect it (salvage).

(d) Where an item is part of a pair or set of items, repair or compensation will extend only to the proportionate part of the pair or set directly affected.

(e) To the extent permitted by law, no responsibility is accepted for any indirect or consequential loss, loss of profit, loss of enjoyment, or loss of value (including depreciation) arising from loss or damage to goods.

12.9 Valuations Provided by You

In any claim for loss or damage under this clause, any estimate of the value of the goods which you have provided to us (whether for the purposes of insurance or otherwise) will be prima facie evidence that the total value of the goods did not exceed that estimate at the time of loss or damage.

12.10 Third-Party Assistance

If you or any person on-site who is not one of our movers assists with lifting, carrying, loading or unloading, our liability may be reduced to the extent permitted by law where that assistance caused or contributed to the loss or damage, and our business insurance policies may not respond in respect of items handled by that person.

12.11 Payment Must Still Be Made

Irrespective of any loss or damage claim, you must still pay the Charges on completion of unloading. Claims are handled after completion through our claims process.

13 Loss or Damage – Commercial Removals and Storage

13.1 Application

If the move is required by you for the purposes of a business, trade, profession or occupation in which you are engaged, this clause 13 applies.

13.2 Non-Excludable Rights

Nothing in these terms is intended to exclude rights or remedies that cannot lawfully be excluded.

13.3 When We Are Liable and Caps

(a) Subject to clause 13.2 and to the extent permitted by law, we will only be liable for loss or damage resulting from our negligence (assessed on the balance of probabilities).

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(b) Our total liability under this agreement is limited to the lesser of:

- (i) $100 per item or package; or
- (ii) $1,000 in respect of all goods moved or stored under this agreement,

unless otherwise agreed in writing.

13.4 Minor Cosmetic Damage (Commercial)

For Minor Cosmetic Damage such as marks, scuffs, scratches and dents (as defined in clause 12.7(a)), North Removals will pay $50 per Minor Cosmetic Damage or arrange repair at our option.

13.5 Claims (Commercial)

(a) Notice of any claim must be given by you to us as soon as possible.

(b) Written notice must be given within 7 days of the date of delivery or, in the case of loss, the date upon which the goods would ordinarily have been delivered.

(c) If you fail to provide notice within this timeframe, our ability to investigate may be prejudiced and our liability (if any) may be reduced or extinguished to the extent permitted by law.

13.6 Consequential Loss (Commercial)

To the extent permitted by law, we are not liable for indirect or consequential loss, loss of profit, loss of enjoyment, or loss of value arising from loss or damage to goods.

14 Contact

North Services Melbourne PTY LTD · trading as North Removals

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