IMPORTANT NOTICE

Please read all the following conditions carefully. Please note that:

- We are only liable for loss of and damage to your Goods if that loss or damage occurred because of Our negligence, or breach of this Agreement.
- If You want to be able to recover for any loss of, or damage to Your Goods, regardless of the circumstances, you should arrange insurance cover over Your Goods. We can assist you in arranging insurance.
- We are not permitted to transport or store lithium-ion batteries with a Watt-hour (Wh) rating exceeding 100Wh. You must not ask Us to carry or store such batteries, and We will require you to sign a declaration before we take custody of your Goods confirming that You have not consigned any such batteries.
- There are some goods that We do not agree to carry or store (see clause 3.4 and 3.6). These include medical supplies and Identification Documents.
- You must tell Us in writing before commencement of the Services if You want Us to transport or store certain types of Goods. These include any Goods or collections of Goods that are worth more than $5,000, any fragile items or jewellery, or if You have any boxes You have packed Yourself the contents of which are worth more than $300 (see clause 3.7).
- There are some Goods that are inherently liable to be damaged when moved. Special considerations apply to any damage to these items (see clauses 8.4 and9.4).

Private Removals

- If the transport or storage services We provide are **not** provided in connection with a business You are operating, Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, You are entitled:
  - to cancel your Agreement with Us; and
  - to a refund of any unused portion, or to compensation for its reduced value.
- You are also entitled to be compensated for any other reasonably foreseeable loss or damage.
- If the failure does not amount to a major failure, You are entitled to have problems with the Services rectified in a reasonable time and, if this is not done, to cancel your Agreement and obtain a refund for the unused portion of the Agreement.

Business Removals

- If You and any Consignee both require Our transport or storage services in connection with a business You are operating, these Australian Consumer Law guarantees do not apply and additional exclusions of liability and a cap on Our liability for loss of or damage to Goods of $10,000 apply (see clause 9).

1. Definitions

In these conditions:

1.1 "**We**" means Transcorp Australia Pty Ltd, ACN:105 391 188 and **"Us"** and **"Our"** have corresponding meanings;

1.2 "**You**" means the party entering into this Agreement for Services with Us, and includes the party to whom Our quotation is addressed and the party by whom the acceptance is signed, and **"Your"** has a corresponding meaning;

1.3 **"Agreement"** means our quotation, accepted by You, and these conditions;

1.4 **"Ancillary Services"** means transportation of vehicles, trailers, caravans, boats or animals;

1.5 **"Australian Consumer Law"** or "**ACL**" means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

1.6 "**Business Day**" means a day that is not a Saturday, Sunday or any other day which is a public holiday in the place where an act is to be performed or a payment is to be made;

1.7 **"Consequential Loss"** means any indirect costs, expenses, damages or losses including any loss of profit, loss of expected savings, opportunity costs, loss of business (including loss or reduction of goodwill) or damage to reputation.

1.8 **"Consignee"** means the person to whom the Goods are to be delivered (who will usually be You);

1.9 **"Force Majeure Event"** means any event beyond Our reasonable control and includes acts of God, lightning, earthquakes, cyclones, floods, landslides, storms, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, public disorder, riots, civil commotion, malicious damage, vandalism, sabotage, nuclear accidents, strikes, epidemics, pandemics, cyber warfare, cyber attacks, ransomware attacks, cyber sabotage, labour disputes and other industrial disturbances, any border or road closure or congestion of roads, any quarantine or customs restriction and any interruption of power supply or scarcity of fuel;

1.10 **"Goods"** means all furniture and other effects which are to be the subject of the Services;

1.11 "**Identification Document**" means any government-issued document for providing evidence of the identity of any person and includes a birth certificate, a passport, a proof of age card and a driver's licence;

1.12 **"Prohibited Lithium Battery"** means any lithium-ion battery with a Watt-hour (Wh) rating exceeding 100Wh;

1.13 **"Personal Document"** means any document containing Personal Information other than an Identification Document and includes: (a) a bank passbook or statement, or other financial statement or document; (b) personal correspondence; (c) a photograph or other personal memorabilia; and (d) a licence or other document conferring authority, right or qualification;

1.14 **"Personal Information"** means any Personal Information, Sensitive Information or Tax File Number Information, as those terms are defined in the *Privacy Act 1988* (Cth);

1.15 **"Services"** means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage as outlined in Our quotation;

1.16 "**Subcontractor**" means any person other than one of Our employees who, under any agreement or

arrangement with Us (whether directly or indirectly), performs or agrees to perform the whole or any part of the Services;

1.17 Words in the singular include the plural, and words in one or more genders include all genders;

1.18 Wherever 'include' or any form of that word is used, it will be construed as if it were followed by '(without being limited to)'.

2. Our Obligations

2.1 **WE ARE NOT COMMON CARRIERS AND ACCEPT NO LIABILITY AS SUCH.** We reserve the right to refuse to consider undertaking, or to quote for the carriage of goods for any particular person and for carriage of any goods or classes of goods at Our discretion.

2.2 **Reasonable care.** We will take reasonable care to protect and safeguard the Goods and to follow any special handling requirements notified to Us by You. We will provide the Services exercising the degree of skill, care and efficiency that would be expected from a competent provider of removals and storage.

2.3 **Force Majeure Event.** We will not be liable for any loss or damage nor any delay which results from a Force Majeure Event. If, because of a Force Majeure Event, We are unable to carry out an obligation under this Agreement, Our obligations will be suspended to the extent they are affected by the Force Majeure Event, during the continuance of the Force Majeure Event.

3. Your Obligations and Warranties

3.1 **Information supplied by You.** You warrant that any information which You have provided to Us and on which We have reasonably relied in assessing any quotation or estimate of the resources necessary to carry out the work is accurate.

3.2 **Owner or Authorised Agent.** You warrant that, in entering into this Agreement, You are either the owner of the Goods, or the authorised agent of the owner.

3.3 **Presence at Loading/Unloading.** You will ensure that You or some authorised person nominated by You is present when the Goods are loaded and unloaded, except if they are being unloaded into or loaded from store. You must nominate the person who will be present at loading and unloading in writing before We commence loading or unloading the Goods. The nominated person will have authority to supervise and make decisions in relation to loading and unloading on Your behalf.

3.4 **Dangerous Goods.** You warrant that the Goods do not include any firearms, ammunition, or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, hazardous, damaging or noxious nature (including chlorine, fuel or gas bottles) nor Goods likely to encourage any vermin or pest unless You have disclosed to Us in writing the presence and nature of any such items prior to seeking a quotation from Us. We may refuse to remove or store such items. If We discover any article or substance of this nature after the Goods have been received by Us, in circumstances where the article or substance was not disclosed to Us, We may take any reasonable action, including destruction or disposal of the relevant article or substance, as We may think fit without incurring any liability to You.

3.5 **Lithium Batteries.** We are not permitted to transport or store Prohibited Lithium Batteries and You warrant that the Goods do not include any Prohibited Lithium Batteries. Before We take custody of the Goods, You must sign a declaration confirming that you have not consigned any such batteries. If you fail or refuse to sign the declaration, We may refuse to take custody of your Goods or to provide further Services.

3.6 **Excluded Items.** You warrant that the Goods do not include any: (a) medical supplies or equipment, including any personal medications, needles, hypodermic syringes, CPAP machine, mobility device or other specialised medical equipment;(b) Identification Documents; or (c) foodstuffs (other than canned food). We may refuse to remove or store any such items.

3.7 **Fragile Goods and Valuable Items.** You will, prior to the commencement of the removal or storage, give to Us written notice of (a) any Goods which are of a fragile or brittle nature and which are not readily apparent as such; (b) any item or related collection of items (such as a dining room suite, or a coin collection) having a value in excess of $5,000; (c) any Goods which comprise jewellery, precious objects, works of art, money, collections of items or precision equipment; and (d) any boxes You have packed Yourself the contents of which are worth more than $300.

3.8 **Personal Documents.** You will ensure that all boxes or containers containing Personal Documents are clearly marked. You warrant that no Personal Information or Personal Documents are included in any boxes or containers other than as marked 'Personal Documents'.

3.9 **Assembly and Disassembly.** We are not required to dismantle, de-install, reassemble or re-install any Goods. If any Goods cannot be safely transported without being first dismantled, You must dismantle those Goods before they are collected by Us.

3.10 **Assisting Us.** You will assist us in identifying all Goods to be removed (other than Goods being removed from store).

3.11 **Inspection.** If you claim that We have damaged the Goods, You will permit Us to inspect those Goods, provided We give You reasonable advance notice of any proposed inspection.

4. Method of Carriage, Subcontractors and Ancillary Services

4.1 **Mode of Carriage.** We shall be entitled to carry, or arrange for the carriage of, the Goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other goods being carried on or in the conveying vehicle or container) and by any reasonable means, including, where We consider it necessary or desirable, by sea, rail or air.

4.2 **Subcontractors.** We may use a Subcontractor to undertake the whole or any part of the Services, but if We do so, We will continue to be responsible to You for the performance of the Services.

4.3 **Liability of Subcontractors and Employees.** Any provisions in these conditions which limit Our liability also apply to Subcontractors and to Our employees and to the employees of Subcontractors. For the purposes of this subclause, We are, or are deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this Agreement.

4.4 **Ancillary Services.** We may, at Your request, engage a Subcontractor to undertake Ancillary Services. Ancillary Services will only be provided if they have been specifically agreed to by Us in writing and are included in Our quotation.

5. Delivery

We shall not be bound to deliver the Goods except to You or the person authorised by You pursuant to clause 3.3. If We cannot deliver the Goods either because there is no authorised person there to receive them on Our arrival, or because We cannot gain access to the premises, or for any other reason beyond Our reasonable control, We will endeavour to contact You to obtain alternative instructions and We will be entitled to a reasonable additional charge for following any alternative instructions. If we cannot contact You or You do not provide alternative instructions that We can reasonably comply with, 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.

6. Storage Conditions

6.1 **Inventory.** We will prepare an inventory of Goods received for storage and will ask You to sign that inventory. You will be provided with a copy of the inventory. If You sign the Inventory, or do not do so and fail to object to its accuracy within 7 days of receiving it from Us, the inventory will be conclusive evidence of the Goods received by Us. The inventory will disclose only visible items and not any contents unless You ask for the contents to be listed, in which case We will be entitled to make a reasonable additional charge.

6.2 **Contact Address.** You agree to advise Us of an address (either a physical address or email address or both) to which We can forward any notice or correspondence, and to promptly notify Us of any change of address.

6.3 **Price Changes.** 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.

6.4 **Warehouse Change.** We are authorised to remove the Goods from one warehouse to another warehouse (within 50 km of the original warehouse) 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, not less than 5 days before removal (except in an emergency, when such notice will be given as soon as possible).

6.5 **Inspection of Goods in Store.** You are entitled, upon giving Us reasonable notice, to inspect the Goods in store, but a reasonable charge may be made by Us for providing access to the Goods.

6.6 **Removal From Storage.** Subject to payment for the balance of any fixed or minimum period of storage agreed, You may require the Goods to be removed from store at any time on giving Us not less than 5 Business Days' notice. If You give Us less notice, We will still use Our best endeavours to meet your requirement, but shall be entitled to make a reasonable additional charge for the short notice.

6.7 **Compulsory Removal and Disposal/Sale.** You agree to remove the Goods from storage within 28 days of a written notice of requirement from Us to do so. In default, We may, after 14 days' written notice to You: (a) at Your cost, SECURELY DESTROY ANY PERSONAL DOCUMENT; and (b) SELL ALL OR ANY OF THE GOODS that are not identified as Personal Documents in accordance with clause 3.8, by public auction or on Ebay or a similar online auction sale facility and apply the net proceeds in satisfaction of any amount owing by You to Us and pay any balance to You.

6.8 **Sale of Goods.** For the purposes of preparing for the sale of the Goods under clauses 6.7 or 7.8 or otherwise as permitted by law, We are authorised by You to open any boxes in storage that are not marked in accordance with clause 3.8, to inspect and identify the contents and We may at Our discretion decide which contents will be offered for sale to the general public. At Our discretion, any items we do not offer for sale may be stored by Us for such period as We consider appropriate and We may invite You to collect those items from Us once We have been paid all moneys due by You to Us for Services provided by Us under this or any other agreement. If We fail to sell the Goods having offered them for sale at public auction or on Ebay or any similar platform, We may dispose of the Goods or donate them to charity.

6.9 **Identification Documents.** If any of the Goods comprise Identification Documents (in breach of clause 3.6) You irrevocably authorise Us to return any such Identification Documents to the government or other authority that issued those Identification Documents.

7. Charges and Payments

7.1 **Variation of Work Required and Delay.** If the work You ultimately require Us to do varies from the work for which a quotation or estimate has been given, as a result of information provided by You being incorrect or incomplete or due to Your change of mind, We will be entitled to make a reasonable additional charge.

7.2 **Personal Document Surcharge.** If more than 5% of the volume of the Goods is comprised of boxes or containers marked as containing Personal Documents, then We may require You to pay a surcharge, the amount of which will be advised at the time the Goods are collected by Us.

7.3 **Force Majeure Event**. If We are prevented from or delayed in undertaking the Services because of a Force Majeure Event, we will also be entitled to make a reasonable additional charge.

7.4 **Alteration of Dates.** If a date for the performance by Us of any Services is agreed upon in the quotation and acceptance or subsequently, and You require that date to be altered or the Goods are not available on that date, if We agree to provide the Services on an alternative date, We will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.

7.5 **Cancellation.** You may cancel this Agreement before the Goods are collected by Us for transit, and We will promptly refund any deposit, provided that You give Us at least seven days' notice in writing before the scheduled date for collection. If you fail to give Us seven days' notice, We may retain any deposit paid by You.

7.6 **Payment by Third Party.** If You arrange with Us or instruct Us that Our charges are to be paid by a third party, and if that party does not pay the charges within 14 days of the date set for payment or, if no date is

set for payment, within 14 days of the date of invoice, You agree to thereupon pay the charges.

7.7 **Default Charges.** If amounts are outstanding from You to Us for more than 30 days, We will be entitled to charge interest at the rate that is 4% above the cash rate published by the Reserve Bank of Australia from time to time, calculated on monthly rests.

7.8 **Contractual Lien.** All Goods received by Us will be subject to a general lien for any moneys due by You to Us relating to any Services provided by Us under this or any other agreement. Without prejudice to any other rights which We may have under this Agreement or otherwise at law, if any amounts have been outstanding for a period of 26 weeks, We may give 28 days' written notice to You of intention to sell, and if the outstanding amount is not paid within that period, We may: (a) at Your cost, SECURELY DESTROY ANY PERSONAL DOCUMENT; and (b) SELL ALL OR ANY OF THE GOODS that are not identified as Personal Documents in accordance with clause 3.8, by public auction or on Ebay or a similar online auction sale facility and exercise any other rights We have under clause 6.8 relating to the sale of the Goods and apply the net proceeds in satisfaction of the amount due and pay any balance to You**.**

8. Loss or Damage – Private Removals and Storage (where either You or the Consignee are not carrying on a business)

8.1 **Australian Consumer Law.** Except where You and any Consignee require the Services for the purposes of a business, trade, profession or occupation, this Agreement will be subject to the guarantees set out in sections 60, 61 and 62 of the Australian Consumer Law including a guarantee that the Services will be rendered with due care and skill, and the following conditions of this clause 8 will apply.

8.2 **Negligence.** We will only be liable for loss of or damage to the Goods to the extent that Our negligence (including the negligence of any Subcontractor) caused or contributed to that loss or damage. We will not be liable for loss of, or damage to the Goods to the extent caused or contributed to by You or someone else that We are not responsible for at law.

8.3 **Damage to Goods – Packaging.** We will not be liable for damage to the Goods that occurs because of packing or unpacking that was not undertaken by Us or a Subcontractor.

8.4 **Damage to Goods – Inherent Risk.** Electrical and mechanical appliances, computer equipment, scientific instruments, certain musical instruments, and assembled flat pack furniture (unless it has been dismantled by You prior to collection) are inherently susceptible to suffer damage or disorder upon removal and We only agree to transport these sorts of Goods on the basis that We are not liable for damage to these Goods unless there is evidence of Our negligence, comprising visible external physical damage to the relevant Goods that has been caused by Us.

8.5 **Notification of Loss or Damage.** You will be asked to sign an inventory or other documents at the conclusion of the transit and You are responsible at that time for confirming that all of the Goods have been delivered, there are no missing items or boxes and the Goods are in acceptable condition or to provide Us with details of any missing or damaged Goods. Any claim for loss or damage of Goods should be notified by You to Us in writing, or by telephone and later confirmed in writing, as soon as possible and within a reasonable time after the date of delivery. We will have the best chance of locating any misplaced items, or ascertaining the cause of damage, if that notification is given to Us within 2 Business Days.

9. Loss or Damage – Commercial Removals and Storage (where You and any Consignee are carrying on a business)

9.1 **Application.** If the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged and the Goods are being delivered to a Consignee who is carrying on a business, trade, profession or occupation in connection with the Goods, the following conditions of this clause 9 will apply.

9.2 **Negligence.** We will only be liable for the proportion to which the loss or damage to the Goods is caused by or contributed to by Our negligence (including the negligence of any Subcontractor), and in any event that liability will be limited to $500 per item or package, or $10,000 in the aggregate in respect of all Goods moved or stored under this Agreement (whichever is the lesser).

9.3 **Damage to Goods – Packaging.** We will not be liable for damage to the Goods that occurs because of packing or unpacking that was not undertaken by Us or a Subcontractor.

9.4 **Damage to Goods – Inherent Risk.** Electrical and mechanical appliances, computer equipment, scientific instruments certain musical instruments and assembled flat pack furniture (unless it has been dismantled by You prior to collection) are inherently susceptible to suffer damage or disorder upon removal and We only agree to transport these sorts of Goods on the basis that We are not liable for damage to these Goods unless there is evidence of Our negligence, comprising visible external physical damage to the relevant Goods that has been caused by Us.

9.5 **Consequential Loss.** To the extent permitted by law, We will not be liable to You for any Consequential Loss associated with loss of or damage to Goods, or delay in delivery, misdelivery or non-delivery of Goods.

9.6 **Circumstances where cap does not apply.** The cap on liability set out in clause 9.2 will not apply to the extent that any loss of or damage to Goods is caused by Us engaging in malicious conduct, deliberate or wilful misconduct, fraud or criminal conduct.

9.7 **Claims.** You will be asked to sign an inventory at or other document at the conclusion of the transit and You are responsible at that time to confirm that all of the Goods have been delivered, there are no missing items or boxes and the Goods are in acceptable condition or to provide Us with details of any missing or damaged Goods. In circumstances where We are liable under this clause 9, notice of the claim must be given by You to Us as soon as practicable and written notice must be given within 14 days of the date of delivery, or, in the case of loss, the date upon which the Goods would ordinarily have been delivered, failing which We will have no further

liability, unless You have a reasonable excuse for Your failure to give such written notice.

10. Value of the Goods

10.1 **Inventory Value of Goods.** In any claim for loss or damage to Goods, any estimate of the inventory and value of the Goods which You have provided to Us, whether for the purposes of insurance or otherwise, will be prima facie evidence of the value of any particular Goods, and of the total value of the Goods.

11. Insurance

11.1 **Our Insurance.** We offer to arrange for the Goods to be insured during transit and storage, and details of the type of insurance, the conditions and the rates are set out in Our quotation or will be provided on request. This insurance will only be arranged if You request Us in writing to do so (including by so indicating in Your written acceptance of Our quotation).

11.2 **Other Insurance.** You may, of course, arrange insurance with an insurer of Your choice.

12. Disputes

12.1 **Notification of Dispute.** If You or We consider that a dispute has arisen in relation to this agreement (either during the Services, or after they have been completed), written notice of the dispute will be given to the other party. Even if that notice is given, You and We must continue to perform any obligations under this Agreement.

12.2 **Dispute Resolution.** If You and We cannot resolve the dispute between Us, You are entitled to refer the dispute to the Australian Furniture Removers Association (telephone 1800 671 806) which has procedures for dispute resolution, and We, but not You, will be bound by the outcome of that referral.

13. Variation and Notice

13.1 **Variation.** This Agreement cannot be varied other than by Your and Our mutual consent. Our consent can only be given by a proprietor, director, secretary or manager, and must be evidenced in writing.

13.2 **Notice.** Any notice to be given by Us to You may be given personally or by prepaid post addressed to Your address last known to Us, or by email to any email address supplied by You to Us.

14. Applicable Law

14.1 The law which governs this Agreement will be the law applicable in the place in which the agreement is made and You agree that the courts of that place will have non-exclusive jurisdiction with respect to this Agreement.

14.2 The ACL provides that our Services may come with consumer guarantees and We do not exclude or limit the application of the ACL where to do so would contravene the ACL, or result in any of these conditions being void.