

EASY PEASY TERMS & CONDTIONS:

1. DEFINITIONS In these conditions:

"**We**" means EASY PEASY Company Pty Ltd, ABN 16642099009 operating under our trading name of "Easy Peasy Removals". "Us" and "Our" have corresponding meanings; "**You**" means the party entering into the agreement for Services with Us, and includes the party to whom Our quotation is addressed and the party by whom the acceptance is signed, any person who actually gives Us instructions for the removal of Goods, and the owner and the person receiving the Goods and "Your" has corresponding meaning; "**Goods**" means all furniture and other goods accepted from the Customer which are to be the subject of the Services; "**Services**" means the whole of the work to be undertaken by Us in connection with the Goods including removal, packing, wrapping and (if applicable) storage; Words in the singular include the plural, and words in one or more genders includes all genders.

2. BASIS OF TRANSPORT

2.1 We are not Common Carriers and we accept no liability as such. We reserve the right to refuse to carry Goods or quote for the carriage of Goods. We may refuse to perform any Services/activities that are dangerous, hazardous, or illegal in nature or which are against Occupation Health and Safety laws.

2.2 Commence to move. Before the job commencement, we might ask You or authorized person by You to sign a job sheet or mark commencing time. We will record the start time and you will be required to accept these terms.

2.3 Times. Times given for loading and delivery of Goods are estimated times only. Starting times or start windows are estimates only, however, We will use Our best endeavors to commence Your job within the given time frame. Our **working time** commence from when we arrive at the first address. The minimum is two hours of working time. Working time finishes after placing last item at final drop-off location.

2.4 Dismantling/Reassembling. We may undertake minor work in the dismantling and reassembling of furniture at Our discretion. We carry standard tools only. Any special tools required it is in customers responsibility to make the arrangement.

3. YOUR OBLIGATIONS AND WARRANTIES

3.1 Information supplied by You. We have relied upon information supplied by You. You warrant the information that You have provided Us is correct.

3.2 Adequate resources. It is Your responsibility to calculate the volume of the Goods to be transported and to ensure that the number of vehicles and size of vehicles is adequate. If the work undertaken varies from the work for which a quotation or estimate has been given or if in undertaking such work Our employees are required to work an unreasonable or unsafe number of hours then We reserve the right to:

a) assign additional vehicles, removalists or any other resources to complete the work and/or

b) cease the provision of Services and to recommence on a subsequent date.

3.3 Owner or Authorized Agent. You warrant that You are the owner of the Goods or authorized to act on behalf of the owner. The person delivering the Goods is authorized to do so and to sign this contract.

3.4 You will notify Us before the commencement of the move of all:

a) Dangerous Goods, banned substances, animals and plants as relocating these may be a breach of the law.

b) Fragile Goods or Goods of a brittle nature, which are not readily apparent as such and any special precautions that should be taken when carrying those Goods.

c) Large or Heavy Items, including pianos and pool tables. The cost of transportation will be quoted separately.

3.5 Goods left behind or moved in error. You must ensure that all Goods to be removed or stored are uplifted and that none is taken in error.

3.6 Parking. You are responsible for providing adequate parking and access. We will park in any safe areas at Your instruction, except a Clearway. If You instruct Us to park in an area that is not legal, any **parking fines** We receive are payable by You. Any parking fines or fees will be added to Your job costs. All our vehicles are eligible to use Loading Zones; however, time limits always apply.

3.7 It is Your responsibility to inform us about the **awkward access**. Awkward access can include, no vehicle access, no parking available in close proximity to the property and cramped stair and hallway conditions. We reserve the right to add extra costs due to unforeseen circumstances.

3.8 It is Your responsibility to ensure that items will **fit** in the new premises. Our removalists are not insured or trained to remove doors or windows in such cases and will be forced to drop the items outside the premises. It is the customer's responsibility to organize a specialist if needed.

3.9 You **MUST** not enter back of our vehicle. You are fully responsible for any damage caused by this action.

4. DELIVERY

We shall be entitled to carry the Goods by any reasonable routes and any reasonable means. If We cannot deliver the Goods, We are entitled to:

- a) deposit the Goods at Your address;
- b) return the Goods to You; or
- c) return and unload the Goods into storage; we will be entitled to charge for storage and for redelivery of the Goods.

5. LIEN

Where money is owed by You We reserve the right to retain, refuse to deliver or reenter Your premises and seize Goods. Where payment is not forthcoming, We may dispose of Goods in lieu of payment.

6. CHARGES AND PAYMENT

6.1 Variation of Work Required and Delay. If the work You require Us to do varies from the work for which a quotation or estimate has been given, or if We are prevented from or delayed in undertaking the Services or any part therefore, We will be entitled to charge reasonable additional amounts. We will also be entitled to reimbursement from You of any amount which We have been required to pay a third party to obtain or effect delivery of the Goods.

6.2 Delay. Delays due to traffic conditions, road repairs, selection of route and the like are inherent in the furniture removal industry. We will not be liable for any loss or damage or consequential loss as a result of Our being delayed.

6.3 Toll road. The route we normally take will not use Citylink/Eastlink toll roads. However if it is deemed that the most practicable route involves toll road or if You wish to use the route that involves the toll road and instruct our driver to do so, you will be liable to pay toll charges and these will be included in the final cost.

6.4 Payment. Payment must be made immediately on completion of the job, by cash, transfer, or invoice **ONLY**. Unless otherwise agreed, the job time will continue until, full payment is received. We do not accept cheques. We reserve the right to issue an administration fee of 5% for every day the amount owed remains unpaid. Unpaid bills will be referred to a Debt Collection Agency. In the instance that payment is late, a payment agreement has not been adhered to or the customer has not responded to our reasonable attempts to make contact, we will refer the debt to a collection agency. The customer will be liable for all costs incurred through the debt recovery process.

6.5 Alteration of Dates. If a date for performance of Services is agreed upon, and You require

that date to be altered within **48 hours** of job, or the Goods are not available on that date, We are entitled to make reasonable additional charges for any loss or additional expense caused by the alteration or unavailability.

7. PLEDGE OF CARE – REPAIRS GUARANTEE

We guarantee to repair any damage caused by Our negligence to Your Goods, subject to the following condition:

7.1 You MUST always be **present** on the job: It is agreed to save time, no inventory of the Goods will be taken, and the pre-existing condition of the Goods are subject to verbal agreement. You or Your appointed adult representative, must always be present during the entirety of the loading and unloading, in all circumstances. If You or Your representative leave, for any amount of time, this Guarantee will become void.

7.2 You MUST report damage before job completion: You must inspect all Goods as they are unloaded and/or relocated, and any damage considered to have been caused by Us must be noted on Your contract. No claims will be accepted for any damage discovered after We have left the move.

7.3 We will ONLY accept liability for damage that occurs during:

- a) The loading to or unloading from Our vehicle of Your Goods for the purpose of conveyance and/or
- b) The provision of box packing or unpacking Services of Your Goods by Us and/or
- c) During the conveyance of Your Goods on Our vehicle, but, only in the event that Our vehicle is damaged by fire, flood, collision or overturning and only to the extent We are compensated by Our insurer for damage to Your Goods in these circumstances.

7.4 Repair. Our responsibility is limited to repairing damaged Goods or providing replacement on a **'like for like'** basis. The choice to repair or replace will be made at our discretion and all repairs will be arranged by Us. Repairs will be made to as near the condition prior to the damage occurring and will be limited to the affected area of damage only. We will not accept liability for any other losses, including any consequential loss or loss of value as a result of the repairs.

7.5 Limit. Repair costs, replacement costs or compensation payable under this Guarantee are limited to **\$5000 per item**, or if several items are packed together in a box limited to \$5000 per box of items.

7.6 Our damage only. You may participate in the job or agree for others to participate, but We are not liable for damage not caused by Us.

7.7 Option to compensate. In lieu of repairing Goods We have the option to compensate You, by paying to You the value of the damaged Goods prior to the damage occurring. If that value cannot be agreed on between Us it shall be assessed by an independent valuer chosen between Us.

7.8 Sets. Where an item is part of a pair, set or collection of items, repair or compensation shall extend only to the proportionate part of the pair, set or collection of items, regardless of any special value the damaged or lost part may have as part of such pair, set, or collection of items.

7.9 Excluded Items. This Guarantee shall not apply:

- a) Identified Risks: Where the existing circumstances/conditions of an item or a particular direction or instruction contravenes our normal workmanship practices, so that damage to the Goods guaranteed may be unavoidable.
- b) Unknown Risks: Where the damage arises from conditions or things which are not known to Us e.g. a defect to goods which is not immediately obvious.
- c) Unavoidable Risks: Damage caused to Goods that are inherently susceptible to suffer damage when being moved. Such items include (but are not limited to) pot plants, fish tanks and scientific equipment, self-assembled furniture or furniture made of pressed wood (if that furniture that has

not been flat-packed for transport), electronic Goods not packed in their original packaging or appropriate box suitable for transport, marble or masonry items, any other item whereby moving such an item can cause unavoidable damage due to the nature of that item.

d) Electrical Goods: To internal damage to electrical Goods where We have caused no major recorded external damage.

e) Unsafe packaging: If the Goods sustain damage by reason of defective or inadequate packing or unpacking We will not be liable.

f) Types of Services: Damage caused during dismantling or reassembly of Your Goods and/or lifting of Your Goods to or from a height.

8. Photos and Videos

8.1 You are consenting and authorizing the Us to do the following:

a) Take or record photos or videography of the customer or his property as proof of job completion or preexisting damage.

b) Take or record photos or videography of the customer or his property while working time for advertising and promoting the company by posting/sharing it on any website or on any social networking site or platform. The customer cannot delete the said photos/videos or posts and cannot sue the company in any court of law to get them deleted.

c) Use or copy any views of our company customer shared on any public platform or networking side.

d) The said photos/videos or posts shall be exclusive property of the company.

9. LEGAL AND RECOVERY COSTS

You are liable for any additional cost(s) incurred by Us, as a result of Us having to recover overdue or outstanding monies.

10. TRADE PRACTICES ACT

The promise to repair provided by Us, is in addition to any rights that You may also have arising from the Competition and Consumer Act 2010 or similar legislation. Those additional rights remain to the extent that they cannot be excluded. To the extent that they can be excluded they are. Where they cannot be excluded then such rights and any remedies arising are modified to the extent permitted by the law.

11. SUBJECT OF CHANGE

We may change these terms and conditions at any time without notification.

12. JURISDICTION

This agreement will be governed by the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of that state.

13. SEVERABILITY

If a condition or part is unenforceable it does not affect the enforceability of any other part or condition.