

Conditions & Guarantee

This guarantee is given by MiniMovers Pty Ltd (ABN 45 010 724 777) of
Unit 12, 28 Elizabeth Street, Acacia Ridge QLD 4110, hereinafter referred to as "we" or "us".

We provide a MOVING SYSTEM whereby we move directly door to door, AND/OR a PACKING SERVICE whereby we pack as directed: providing - labour, moving expertise, equipment and materials - on an hourly rate / pay for what you use basis, as required and/or directed by the customer, hereinafter referred to as "you" or "your".
You have the freedom to control time, by preparing and/or assisting with any part of the move, as you desire.

Our conditions of trade are that we guarantee to repair (at our cost) any damage CAUSED BY US to your goods and/or property, subject to the following conditions:

1. **MUST ALWAYS BE PRESENT ON THE JOB:** It is agreed that to save time, no inventory of the goods will be made and we will verbally agree on any pre-existing condition of the goods. THEREFORE so we can make these agreements and/or exemptions from this Guarantee, either yourself or your appointed adult representative, must be present at all times during the entirety of the loading and unloading, in all situations. It is agreed that where you or your representative leave, for any amount of time, then the conditions of this Guarantee will become void.
2. **MUST REPORT ANY DAMAGE BEFORE COMPLETION:** As the existing condition of the goods are subject to verbal agreement, you MUST inspect all the goods as they are unloaded and/or relocated AND any damage considered to have been caused by us MUST be listed on the front of this document. No claims will be accepted for any damage discovered after we have left the move EXCEPT where we have prepacked your small items into boxes. Where this is the case, any damage to any items contained in the boxes packed by us, may be reported to us by telephone within 48 hours of the completion of our services on 1300 366 000 (24 hours) or you may also post your claim to the postal address specified below provided we receive the claim within 3 business days of the completion of our services. Further, where such damage is discovered, the broken goods are to be left as found and no further unpacking of the relevant container is to occur.
3. **MUST SIGN AFTER COMPLETION OF SERVICES:** On completion of our services this document MUST be signed (in the appropriate place) on the front side of this document. Failure to sign this document ON THE FRONT SIDE voids this Guarantee.
4. **EXCLUDED ITEMS:** This Guarantee shall not apply in the following circumstances:
 - (a) **Identified Risks:** where the existing condition / circumstances of an item OR a particular direction or instruction contravenes our normal workmanship standards, SO THAT damage to that particular item MAY be unavoidable, then that item will be listed on the front of this document and this Guarantee shall not apply to that item.
 - (b) **Unknown Risks:** where the damage arises from conditions or things which are not known to us, for example from a defect to either goods or property that is not immediately obvious.
 - (c) **Unavoidable Risks:** where moving an item such as a pot plant or fish tank can cause unavoidable damage due to the nature of that item.
 - (d) **Electrical Goods:** internal damage to electrical goods where we have caused no external damage, as some items may develop unavoidable faults no matter how carefully handled.
 - (e) **Your Own Packing:** where the packed goods have not been packed by us.
 - (f) **Payment withheld:** where any or all of the payment due to us from you is withheld or not paid by clear funds.
 - (g) If the services are required for the purposes of a business, trade, profession or occupation in which you are engaged, the following conditions will apply.
 - (g.1) We will only be liable for loss or damage resulting from our negligence and in any event that liability will be limited to \$100 per item or package or \$1000 in respect of all goods moved under this agreement (whichever is the lesser)."
 - (g.2) Where electrical or mechanical breakdown occurs of any item in excess of \$5000

5. **WHERE WE PACK SMALL ITEMS INTO CONTAINERS:** The standard of prepacking can be varied to suit the distance being moved and/or the style of cartage. UNLESS you specifically (by notation on this document) instruct us otherwise, we shall pack your items to a standard that suits short distance moving by professional movers. This Guarantee shall only apply WHERE MiniMovers moves the items we have packed, as we have no control over the standards of other cartage services.
6. **OUR DAMAGE ONLY:** As you have the right to participate in the move, we are not liable for any damage not caused by us.
7. **REPAIR DAMAGE:** This Guarantee limits our responsibility to repairing the damaged goods, to as near the condition prior to the damage occurring as possible. These repairs shall be arranged by us. No responsibility is accepted for any other losses whatsoever including any consequential loss or loss of value as a result of damage or repairs.
8. **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 and, if we cannot agree, chosen by the President for the time being of the Queensland Law Society (or any replacement body for that Society). The costs of the valuer shall be paid by the party whose value differs most from the valuers. In the unlikely event that each party's value differs by the same amount from the valuers then the parties shall share the costs of the valuer equally.
9. **SETS:** Where an item is part of a pair, set, suite or collection of items, repair or compensation shall extend only to the proportionate part of the pair, set, suite or collection of items, regardless of any special value the damaged or lost part may have as part of such pair, set, suite or collection of items.
10. **VEHICLE DAMAGED:** Where the damage relates to or arises from the transport vehicle being damaged by fire, flood, collision or overturning and we are compensated by our insurer for the damage to your goods, your compensation will be limited by the amount of our insurance payment.
12. **EXPENSES:** You will be responsible for any expenses incurred in connection with making a claim.
13. **AUSTRALIAN CONSUMER LAW:** This guarantee is in addition to any other rights or remedies that you may have under the Australian Consumer law. Those additional remedies 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 remedies are modified to the extent permitted by law.

PAYMENT CONDITIONS

1. **TIME FOR PAYMENT:** You will pay the amount specified on the front page of this document upon completion of our services or in accordance with your existing account with us (if applicable).
2. **RECOVERY AND LEGAL COSTS:** You are liable for any additional cost(s) incurred by us, as a result of us having to recover overdue or outstanding monies from you.
3. **GOODS HELD IN LIEU OF PAYMENT:** We reserve the right to seize, hold and where payment is not forthcoming, dispose of goods in lieu of payment. We may dispose of goods in lieu of payment after a period of 14 days has lapsed from the provision of services.

MiniMovers Pty Ltd (ABN 45 010 724 777)

Postal Address: P.O. Box 29, Acacia Ridge QLD 4110, Australia

Principal Place of Business: Unit 12, 28 Elizabeth Street, Acacia Ridge QLD 4110, Australia

Phone: (07) 3722 3333 Fax: (07) 3892 3968 Email: info@minimovers.com.au Web: minimovers.com.au

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 - (e) **Your Own Packing:** where the packed goods have not been packed by us.
 - (f) **Payment withheld:** where any or all of the payment due to us from you is withheld or not paid by clear funds.
 - (g) **Where MiniMovers does not move your goods,** the guarantee shall not apply
 - (h) **If the services are required for the purposes of a business, trade, profession or occupation in which you are engaged,** the following conditions will apply.
 - (h.1) We will only be liable for loss or damage resulting from our negligence and in any event that liability will be limited to \$100 per item or package or \$1000 in respect of all goods moved under this agreement (whichever is the lesser)."
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