



TERMS AND CONDITIONS

"We" means "UP! Removals", ABN 81 686 947 748, and "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 estimate is addressed, and any party who gives Us instruction on Your behalf, and the party by whom the final acceptance is signed, and "Your" has corresponding meaning.

WE ARE NOT COMMON CARRIERS AND ACCEPT NO LIABILITY AS SUCH.

The promise to repair (or compensate) provided by Us, is in addition to any statutory rights that You may 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 therefrom are modified to the extent permitted by law.

1. The Booking

You need to tell us what you would like moved and where it needs to go. We will estimate which vehicle to use, and how long it might take. Please note, this is an estimate only. The list that you give us at booking is a guide to what we are expecting to move on the day, not an itemised inventory.

We request a \$150 deposit to secure the booking. This amount will be deducted from the total amount to be paid after job completion.

2. Changes and Cancellations

Please note that the \$150 deposit is non-refundable in case of cancellation. We have a 7-day rescheduling policy. If you provide at least 7 days' notice before the booked start time to change your service day, no fee will apply.



3. Parking

We will park anywhere safe you ask us to, EXCEPT in a Clearway. If the parking space is not legal, you can ask us to find a legal spot further away. Any parking fees we pay or infringements we receive will be added to the cost of the job. All our vehicles are eligible to use Loading Zones; however, time limits always apply.

4. During the move

You need to tell us about any fragile goods or any special precautions that you would like us to take. We will attempt to move all of your items as directed, however, we reserve the right to refuse to carry any item or items for any reason.

As we do not take an itemised inventory during the move, we will act on Your instruction at each location. You need to show us everything you need moved when we arrive at the pickup. You must check that nothing extra is taken, or items missed.

Sometimes there is more stuff than we discussed during the booking. We will always try to fit it in for you, but we don't always have time or space to do more than we were booked for. If that is the case, we will try to discuss alternative options to get it all done.

If you need to relocate any heavy-lift items such as a pool table or a piano, for example, this must be told in advance as extra fees may apply.

If, after loading, we can't deliver your goods for reasons outside our control, we will bring them back to our depot. You will then be responsible for any re-delivery charges. If this happens, we will do our best to contact you to work out any other way of solving the issue. We will not accept any claim for consequential loss or damage if we refuse, or are unable to move an item or items for any reason.

5. Limitations

We are not experts in the field of connecting or disconnecting white goods, electrical items or appliances. We recommend you attend to these items personally pre-move, whilst we are happy



to assist if needed; We take no such liability or responsibility for any damage caused in this process.

6. Time

Our “working time” is the time from when we arrive at the first address, to the completion of payment at the final address. The minimum charge is two hours of work. After that, it is rounded up to the nearest quarter an hour. For example, two hours and thirty-two minutes of work will be charged as two hours and a forty-five minutes.

Our “travel time” is a fixed time to get to the starting suburb before the job, and away from the end suburb after we finish working. The time is based on distances from/to Melbourne CBD, we will advise the travel times when you book. If you change the start or end suburbs during the job, the travel time may change accordingly.

7. Payment

We must be paid in full at the end of the job. Our working time does not finish until payment is finalised. We take payment in cash or EFT transfer at the end of the job. We also offer credit and debit card payment, this must be requested in advance. A surcharge of 1.65% applies for EFTPOS payment.

We don't take business or personal cheques, we do not offer credit without prior arrangement. If you are unable to pay for your job on completion, we may need to keep some of your goods as security until payment is made. In that case there will be a charge to re-deliver those items, or you can collect them from our depot.

8. Damaged items

We guarantee and include a public liability insurance during the loading and unloading process. If any damage does occur, we must be told about it by the end of the move, we are not responsible or liable for subsequent claims made beyond this time frame.



This means that as long as we are told about any damage by the end of the move, then we will discuss with you the options of:

- Repairing the damage to as close as possible to its original condition or,
- Replacement if a repair cannot be performed or,
- Compensation instead of repair or replacement up to the pre-damage market value of the item.
- If you choose to proceed with an insurance claim, the customer will be required to pay a \$500 dollars excess.

8.1 Exceptions

We WILL cover any physical damage caused by dropping, mis-handling, or inadequately securing of the item by us, except in the following circumstances:

Televisions not packed in their original box, computer equipment, photocopiers, scientific instruments, musical instruments not in hard cases, architectural models, and sculptural artwork.

Pieces of glass not wrapped, or packed safely. This includes picture glass and table tops.

Stone, including marble, granite, composite or similar items. We will take these items if they can be safely moved, however we do not cover these items under our guarantee due to their inherent fragility.

Furniture designed to be flat packed, or made of pressed wood, such as IKEA, Fantastic Furniture or similar. These items are inherently susceptible to suffer damage or disorder, no matter how carefully we move them. We recommend dis-assembly of such items before moving to reduce these risks.

Mobile Storage Customers. We will not cover any items packed into mobile storage containers (PODS, Taxibox, GoBox etc) under any circumstances.

We will not cover any internal faults where the item was not mis-handled by us, and was secured properly in the vehicle.



8.2 Compensation and Repairs

We use reputable repairers. If your goods are damaged and taken for repair, we will repair them as close to their original condition as possible. We will not compensate for any consequential loss or loss of value. We will not pay repair costs where these are likely to exceed the pre-damage market value of the item - in these cases we will offer compensation to the market value. Where a replacement or compensation is offered, this is not a “new for old” service. The valuation will take into account the age, depreciation, and wear and tear of the item. If there is a dispute regarding the valuation of an item, it will be assessed by an independent licensed auctioneer, or a person nominated by our insurance company.

8.3 Cargo/Marine/Goods in Transit Insurance

You will be responsible for the arrangement of insurance in transit. We are not experts in the arrangement of insurance and hence are not qualified to and do not act as an Australian Financial Services Licensee

You should refer to your own insurers to arrange cover. If this is not possible you should refer to any of the Cargo/ Marine/Goods in Transit mainstream insurers.

9. Subject to change

We reserve the right to change these terms and conditions at any time without notification.