

# General Terms and Conditions

## Little Red Trucks

### 1. OVERVIEW

This website is operated by Little Red Trucks Moving Co Pty Ltd trading as Little Red Trucks (ABN 84 691 913 375) of 37-39 Weston Street, Brunswick, Victoria 3056 (**LRT**).

These Terms and Conditions govern your use of this website and the products and services LRT's provides in connection with this website, which includes transport, labour and removalist services (**Services**).

By accessing or using this website or engaging us to provide the Services, you (the '**Customer**') acknowledge and agree that this conduct evidences your acceptance of these Terms and Conditions (including any subsequent amendments).

#### WE ARE NOT COMMON CARRIERS AND WILL HAVE NO LIABILITY AS SUCH

If you do not agree with these Terms and Conditions, you should not accept them. If you do not accept these Terms and Conditions, you must not access or use this website or engage us to provide the Services.

### 2. YOUR GOODS

**2.1** As a condition of you engaging us to provide the Services, you must ensure that you are either:

- (a) the owner of the goods and/or property being moved (**Goods**); or
- (b) an authorised agent of the owner of the Goods.

**2.2** Unless otherwise agreed, you are solely responsible for wrapping and packaging the Goods in a manner which is suitable for transportation, which includes:

- (a) wrapping items to reduce the risk of scratching and other damage; and
- (b) packing wrapped items into boxes which are able to be carried.

**2.3** You must advise us of any fragile items or any other items which may require special treatment before commencement of the Services (**Fragile Goods**).

**2.4** You are encouraged to engage LRT to wrap and pack all Goods, including the Fragile Goods (for an additional fee) (**LRT Packaging Services**). If you choose not to engage LRT to wrap and pack the Goods, then the Damaged Goods Guarantee will not apply to these items.

**2.5** You must ensure that all Goods are safe to be moved, handled and otherwise transported by us in the course of providing the Services.

**2.6** For clarity, you must notify us if the Goods comprise any dangerous goods, which includes any acids, chemicals, poisons, gases, flammable liquids or explosives.

### 3. SERVICES

**3.1** Subject to you providing accurate, complete and up-to-date information on all matters relevant to provision of the Services, including the required "pick up" and

“drop off” locations for the Goods, LRT will, on acceptance of an engagement, provide the Services using due care and skill by:

- (a) wrapping and packaging any Fragile Goods or any other Goods agreed in writing between the parties (for payment of an additional fee);
- (b) transporting the Goods to the drop off location via any reasonable delivery route, as determined by LRT in its sole discretion; and
- (c) unloading the Goods at any reasonable place at the drop off location.

**3.2** You must ensure that either you or your authorised representative (aged over 18 years) (**Customer Representative**):

- (a) are present at all times at both the pick up and drop off locations; and
- (b) supervise the loading and unloading of the Goods.

**3.3** LRT may in its sole discretion, decline to accept an engagement.

**3.4** LRT may terminate the Services at any time if the Customer breaches a material term of these Terms and Conditions and fails to remedy that breach within 48 hours of notice of the breach being provided.

#### **4. FEES**

**4.1** Our fees are charged as follows:

- (a) an hourly rate payable for our Services plus a call out and return fee, both of which are agreed with you before commencement of the Services; or
- (b) a fixed price payable for our Services which is agreed with you before commencement of the Services (**Fixed Price Moves**); and/or
- (c) any parking fees or fines incurred by LRT in the course of providing the Services, except those which are unreasonably incurred; and/or
- (d) any other fee agreed between you and LRT, (**Fees**).

**4.2** All Fees must be paid promptly on completion of the Services, with the exception of Fixed Price Moves, which must be paid promptly on issue of an invoice by LRT and before commencement of the Services.

**4.3** The Fees are calculated as follows:

- (a) Hourly rate moves: In determining the fees payable to LRT under these terms and conditions, the Services commence at the time LRT arrive at the pick-up address and complete at the time the Customer pays all Fees owing in accordance with clause **Error! Reference source not found.**
- (b) Fixed price moves: The agreed upon amount is required to be paid in full before the commencement of the Services.

**4.4** Cancellation of a booking must be completed 48 hours prior to the start of the booking time. Any cancellations after this time may be subject to \$99.00 cancellation fee.

**4.5** If any Fees are not paid promptly, as required by clause 4.2, LRT may take reasonable steps to recover the Fees and otherwise mitigate any financial loss associated with non-payment of the Fees, which may include charging interest and/or engaging debt collection services to recover all applicable fees, including associated recovery costs.

## **5. DAMAGE NOTIFICATION**

- 5.1** The Customer Representative must promptly inspect all Goods and areas in the surrounding premises after the Goods are unloaded and before completion of the Services.
- 5.2** Immediately after the Customer Representative's inspection under clause 5.1, the Customer Representative (or the Customer) must notify LRT staff assisting with the move of any damage caused to the Goods or the surrounding premises during the Services. If it is not possible to notify LRT staff during the Services, the Customer Representative must immediately take photographs of the purported damage and email them to: [hq@littleredtrucks.com.au](mailto:hq@littleredtrucks.com.au).
- 5.3** Except as required by law, a claim cannot be accepted if the above conditions have not been met.
- 5.4** As the Customer and their representatives have the right to participate in the Services, LRT will not be liable for any damage, claim or liability to the extent that it is caused or contributed to by a third party.

## **6. AUSTRALIAN CONSUMER LAW**

- 6.1** LRT's services come with guarantees that cannot be excluded under the Australian Consumer Law.
- 6.2** For major failures with the service, the Customer can:
- (a) cancel the service contract with LRT and receive a refund for the unused portion; or
  - (b) keep the contract with LRT for supply of the Services and receive compensation for its reduced value as a result of the major failure.
- 6.3** If the failure does not amount to a major failure:
- (a) LRT will, at its election, either:
    - (i) rectify the problem with the Services within a reasonable time; or
    - (ii) cancel the service contract and provide a refund to you for the unused portion of the Services.
  - (b) If LRT elects to rectify the problem with the Services in accordance with clause 6.3(a)(i) and this takes too long, the Customer may:
    - (i) get a third party to rectify the problem and recover the reasonable costs from LRT; or
    - (ii) cancel the service contract and get a refund for the unused portion of the Services.
- 6.4** The Customer may also take action to recover damages from LRT for any reasonably foreseeable loss or damage caused by LRT's failure to comply with a consumer guarantee.
- 6.5** You may not be entitled to a remedy under the Australian Consumer Law if LRT failed to meet a consumer guarantee due to something a third party did or did not do or which was otherwise caused by something beyond human control.

## **7. DAMAGED GOODS GUARANTEE**

- 7.1** In addition to any rights you may have under the Australian Consumer Law, subject to clause 7.2 and you complying with these terms and conditions, LRT separately guarantees that the Services will be provided with due care and skill. To the extent LRT causes damage to the Goods as a direct result of failing to exercise due care and skill during the Services (**Damaged Goods**), LRT will, at its election:

- (a) repair the Damaged Goods to as near the condition prior to the damage occurring (**Repair Option**);
  - (b) replace the Damaged Goods (**Replacement Option**); or
  - (c) pay reasonable compensation to the Customer for the damage caused to the Goods (**Compensation Option**),
- (**Damaged Goods Guarantee**).

**7.2** The Damaged Goods Guarantee does not apply to any Goods which have not been wrapped and packed by us under the LRT Packing Services.

**7.3** Except as required by law or otherwise agreed by us in writing, if your claim is accepted:

- (a) LRT will contact you to inform you of its decision and to provide you with further details of how you are to deliver the Damaged Goods (if applicable); and
- (b) if instructed by LRT to do so, you must deliver the Damaged Goods (at your cost) to a location specified by LRT, as a condition of any repair, replacement or compensation being provided.

## **8. REPAIR OPTION**

**8.1** Where LRT elects to repair any Damaged Goods under clause 7.1(a), the repair will be made to as near the condition prior to the damage occurring and will strictly be limited to the affected area of the damage only.

**8.2** Any repairs will be undertaken by the repairer of our choice and the Customer must make the Damaged Goods available to LRT to undertake the repair.

## **9. REPLACEMENT OPTION**

**9.1** Where LRT elects to replace the Damaged Goods under clause 7.1(b), the replacement goods provided will be in a similar condition to the condition the Goods were in prior to the damage.

**9.2** For clarity, any used Damaged Goods are not required to be replaced by new goods.

## **10. COMPENSATION OPTION**

**10.1** Where LRT elects to compensate the Customer under clause 7.1(c), LRT will pay to the Customer an amount reasonably assessed as being equal to the difference between the value of the Damaged Goods before and after to the damage occurring, up to a maximum of:

- (a) \$1000 per item for damage that impairs functionality of an item; and
- (b) \$500 per item for cosmetic damage or damage not effecting an item's functionality.

**10.2** If the compensation amount determined by LRT under clause 10.1 is disputed by the Customer, it shall be assessed by an agreed independent valuer and, if the parties cannot agree, chosen by the current President of the Law Institute of Victoria (or any replacement body).

**10.3** The costs of the valuer shall be paid by the party whose value differs most to that of the valuer.

## **11. LIMITATION OF LIABILITY**

Subject to clause 6 and otherwise to the maximum extent permitted by the law, LRT specifically excludes and limits any liability under the Damaged Goods Guarantee, these terms and conditions and at law that arises from:

- (a) **Unconfirmed Items:** where items have been added to the moving list without consultation with LRT office staff prior to the first day of the Services.
- (b) **Identified Risks:** where the existing condition/circumstances of an item (including the available access points) OR a particular direction or instruction contravenes our normal workmanship standards, so that damage to that particular item may be high risk or unavoidable and the matter is discussed between LRT and the Customer and the Customer does not instruct LRT to cease providing the Services in relation to the item.
- (c) **Unknown Risks:** where the damage arises from conditions or things which are not known by, or within the control of, LRT, for example items lodged under Goods which are not visible or a defect in any Goods that is not immediately obvious.
- (d) **Inadequate/inappropriate wrapping and/or packing:** where damage has been caused or contributed to by the Customer failing to adequately wrap and pack the Goods. For clarity, Customers who elect not to engage LRT to provide the LRT Packing Services and choose to wrap and pack the Goods themselves must ensure the Goods are protected from superficial scratching, as well as knocks and other impacts which can arise even when Goods are moved with due care and skill.
- (e) **Inadequate notice:** where the Customer fails to notify LRT of the damage to the Goods at the time of completing the Services in accordance with clause 5.
- (f) **Unavoidable Risks:** self-assembled furniture that has not been flat-packed for transport, electronic goods and white goods not packed in their original packaging or an appropriate box suitable for transport, items in excess of safe lifting limits (32kg for one person, 80kg for two people), marble, glass, stone or masonry items, unusually shaped items, mattresses not in protected wrapping, pot plants or fish tanks or any other item whereby moving such an item may cause unavoidable damage due to the nature of that item.
- (g) **Electrical Goods:** internal damage or any loss of function to electrical goods where LRT has not caused any external damage to those Goods, as some electrical items may develop unavoidable faults when moved no matter how carefully handled or may have been damaged other than as a result of LRT's performance of the Services.
- (h) **Curved Televisions:** due to their inherent design, it has been found that damage can occur to curved televisions even when properly packed and handled.
- (i) **Damage to premises:** any damage to the premises (except damage which is reasonably foreseeable and caused by LRT's failure to meet a consumer guarantee), including surface dents, scratches, chips and scuffs to fixtures and fittings such as carpets, floorboards, tiling and walls.
- (j) **Consequential loss or damage:** any consequential loss or damage arising in connection with the Services (which is not reasonably foreseeable and caused by LRT's failure to meet a consumer guarantee).
- (k) **Sets:** Where an item is part of a pair, set, suite or collection of items, LRT will only be responsible for the specific item affected and will not be responsible

for any items which are not themselves damaged, including those which belong to a pair, set, suite or collection of items.

- (l) **Transport damage:** where the damage relates to or arises from an event happening to the transport vehicle, including being damaged by fire, flood, collision or over-turning and LRT is compensated by our insurer (**Insured Event**), LRT may pay reasonable compensation to the Customer up to an amount equal to the compensation received by LRT from its insurer. LRT will not be required to pay any amount to the Customer which is not first covered and paid by our insurance in connection with an Insured Event (except where such loss or damage is reasonably foreseeable and caused by LRT's failure to meet a consumer guarantee).
- (m) **Mobile storage:** where items have been moved into a mobile storage container.
- (n) **Fees:** where the Customer fails to make full payment of the Fees owing to LRT in accordance with these terms and conditions.
- (o) **Gratis work:** any Services which is completed for no charge to any parties involved.

## **12. SAFETY CONDITIONS**

**12.1** LRT may, at any time and without notice:

- (a) suspend work or vacate a property due to any issue endangering the health & safety of our staff, contractors or sub-contractors; and/or
- (b) refuse to transport any item where the weight of that item exceeds our safe-lifting limits (32kg for one person, 80kg for two people).

## **13. LIEN OVER GOODS**

To the maximum extent permitted by the law and in addition to any other rights LRT may have at law, all goods LRT receive as part of the Moving Services are subject to a general lien for payment of the Fees and all other moneys due by the Customer to LRT relating to the Services.

## **14. VARIATION**

LRT may amend or vary these Terms and Conditions at any time, subject to any material amendments or variations being notified to existing Customers. If you continue to use or access our website or engage us to provide the Services, this will constitute deemed acceptance of these Terms and Conditions (as updated from time to time).

## **15. COSTS**

The Customer is liable for any additional cost(s) incurred by LRT, as a result of a breach of these terms and conditions.

## **16. SEVERANCE**

Any provision in these terms and conditions which is prohibited or unenforceable is to be severed and read down to the extent necessary to make these terms and conditions enforceable, unless it would materially change the intended effect of these terms and conditions.

**17. WAIVER**

Any waiver of a term of these Terms and Conditions will only be effective if in writing. No failure by LRT to insist upon or enforce strict compliance with these Terms and Conditions will constitute a waiver of any of its rights or remedies.

**18. APPLICABLE LAW**

Any dispute or claim arising out of or in connection with these Terms and Conditions (including non-contractual disputes or claims) will be governed by the laws of Victoria, Australia and will be subject to the non-exclusive jurisdiction of the courts of Victoria, Australia.

**19. QUESTIONS**

Please contact us at: [hq@littleredtrucks.com.au](mailto:hq@littleredtrucks.com.au) / (03) 9380 6444 or if you have any questions regarding these Terms and Conditions or you are unable to find the information that you require.