

## **LITTLE RED TRUCKS TERMS AND CONDITIONS**

The following terms and conditions apply to the moving services (**the Move**) Little Red Trucks Moving Co Pty Ltd (ABN 84 691 913 375) of 37-39 Weston Street, Brunswick VIC 3056 (**'we'** or **'us'**) to provide to the customer (**you**) and you agree to be bound by these terms and conditions.

### **1. COMMON CARRIERS**

WE ARE NOT COMMON CARRIERS AND ACCEPT NO LIABILITY AS SUCH. We reserve the right to refuse, in our complete discretion, to quote for the carriage of goods (or any class of goods) for any person.

### **2. YOUR GOODS:**

You agree & acknowledge that:

- (a) You are either the owner of the goods and / or property ('Goods'), or authorised agent of the owner of the goods.
- (b) You have full responsibility for packing the Goods prior to the Move.
- (c) You will not hold us liable for any damage caused to your Goods arising as a result of them not being adequately protected and appropriately packed as required in condition 2(b).
- (d) You must advise us of any fragile goods, or goods requiring special treatment, prior to the commencement of the Move.
- (e) You will ensure that all Goods in the Move are not dangerous or likely to become dangerous during the Move.

### **3. SERVICES**

- (a) We will provide moving services through the provision of transport, labour and moving expertise ('our Services') in accordance with these terms and conditions.
- (b) Where you have complied with these terms and conditions, we will guarantee our Services in accordance with Condition 7.

### **4. FEES**

- (a) Our fees are charged as follows
  - (i) an hourly rate payable for our Services provided during the Move; plus a call out and return fee, both of which are agreed with you prior to the commencement of the Move, or
  - (ii) A fixed price payable for our Services provided during the Move which is agreed upon prior to the commencement of the Move.
- (b) Payment for fees is to occur as follows
  - (i) Hourly rate moves: In determining the fees payable to us under these terms and conditions, our Services and the Move commence at the time we arrive at the first address and complete at the time you pay all fees owing to in accordance with condition 5(d).
  - (ii) Fixed price moves: The agreed upon amount is required to be paid in full before the commencement of the move
- (c) 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.

- (d) All fees or fines relating to parking whilst completing the Move are to be payable by you.
- (e) In the event of non-payment, we reserve the right to engage debt collection services to recover all applicable fees, including associated recovery costs.

## **5. DURING THE MOVE**

### **(a) Method of carriage**

We are entitled to transport the Goods by any reasonable route we select.

### **(b) Present during the Move**

- (i) Either you or an appointed adult representative must be present at all times during the entirety of the loading and unloading of the Move.
- (ii) It is your responsibility to ensure that all Goods we load are unloaded at the destination at the completion of the Move.

### **(c) Completion of the Move**

- (i) You **MUST** sign your booking sheet in the appropriate place to confirm the Move has been completed.

## **6. DAMAGE**

### **(a) Notification of Damage**

- (i) You **MUST** inspect all Goods as they are unloaded.
- (ii) Immediately following your inspection under condition 6(a)(i), you must notify us of any damage caused to your Goods during the move.

### **(b) Our Damage Only:**

As you have the right to participate in the move, we are not liable for any damage not caused solely by us.

## **7. GUARANTEE & LIABILITY**

### **(a) Our Guarantee**

Subject to compliance with these terms and conditions and conditions 7(b) to condition 7(g), we guarantee that our Services will be executed with due care and skill. To the extent we cause damage to the Goods as a direct result of failing to exercise due care and skill during the Move, we will at our sole discretion:

- (i) Repair the Damaged Goods to as near the condition prior to the damage occurring;
- (ii) Replace the Damaged Goods if a repair cannot be performed; or
- (iii) Compensate you for the damaged caused to the Goods.

### **(b) Option to Repair**

- (i) Where we elect to repair any Damaged Goods under condition 7(a)(i), 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.
- (ii) Any repairs will be undertaken by the repairer of our choice and you must make the Damaged Goods available to us to undertake the repair.

### **(c) Option to Replace**

Where we elect to replace the Damaged Goods under condition 7(a)(ii), the replacement will be as near to the condition the Goods were in prior to the

damage. For the avoidance of any doubt, any damaged used Damaged Goods are not required to be replaced by new goods.

**(d) Option to Compensate**

Where we elect to compensate you under condition 7(a)(iii), we will pay to you the value of the Damaged Goods prior to the damage occurring limited up to \$1000 per item for damage that impairs functionality of an item and \$500 per item for cosmetic damage or damage not effecting an item's utility. If that value cannot be agreed, it shall be assessed by an agreed independent valuer and, if we cannot agree, chosen by the President for the time being of the Victorian Law Society (or any replacement body for that Society). The costs of the valuer shall be paid by the party whose value differs most to that of the valuer.

**(e) Limits to cost of repairs, replacements or compensation**

Where we elect to repair, replace or compensate for damage to an item, our costs in doing so be limited to \$1000 per item for functional damage and \$500 for cosmetic damage or damage not effecting an item's utility.

**(f) Exclusions from our Liability**

To the fullest extent permitted by the law, we specifically exclude and limit any liability under the Guarantee, these terms and at law that arises from:

- (i) *Unconfirmed Items*: where items have been added to the moving list without consultation with Little Red Trucks office staff prior to the day of the move.
- (ii) *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. It will be verbally agreed between you and us relating to existing conditions/circumstances of an item and hence will not be covered by this guarantee.
- (iii) *Unknown Risks*: where the damage arises from conditions or things which are not known to us, for example from a defect in any Goods that is not immediately obvious.
- (iv) *Inadequate / inappropriate packing*: where damage has arisen as a direct or indirect result of you failing to adequately protect and appropriately pack the Goods.
- (v) *Inadequate notice*: where you fail to notify us of the damage to the Goods at the time of completing the Move in accordance with condition 6(a).
- (vi) *Unavoidable Risks*: self-assembled furniture that has not been flat-packed for transport, electronic goods & white goods not packed in their original packaging or appropriate box suitable for transport, items in excess of safe lifting limits, marble or masonry items, mattresses not in protected wrapping, pot plants or fish tanks or any other item whereby moving such an item can cause unavoidable damage due to the nature of that item.
- (vii) *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.

- (viii) *Curved Televisions*: due to their inherent design, it has been found that damage can occur to curved televisions even when properly packed and handled, and as such are excluded from any guarantee.
- (ix) *Non-structural damages*: where the damage to an item or property is of a cosmetic nature such as surface dents or scratches.
- (x) *Consequential loss or damage*: any consequential loss or damage arising in respect of the Move or any damage caused during the Move to the Goods, other items that are not being moved, or the property at which the goods are being removed from or delivered.
- (xi) *Sets*: Where an item is part of a pair, set, suite or collection of items, our liability shall extend only to the proportionate part of the pair, set, suite or collection of items, regardless of any special value the damage or lost part may have as part of such pair, set, suite or collection of items.
- (xii) *Transport damage*: 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, you will only be entitled to compensation to the extent such compensation is covered by our insurance.
- (xiii) *Mobile storage*: where items have been moved into a mobile storage container.
- (xiv) *Fees*: where you fail to make full payment of the fees owing to us in accordance with these terms and conditions.
- (xv) *Gratis work*: any move which is completed for no charge to any parties involved is excluded from this Guarantee

**(g) Competition and Consumer Act:**

The promise to repair, replace or compensate provided by us is in addition to any rights that you may also have arising from the Competition and Consumer Act 2010 or other relevant consumer law. 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 and limited to fullest extent permitted by law.

**8. FURTHER CONDITIONS OF ENGAGEMENT:**

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

**9. LIEN OVER GOODS**

To the fullest extent permitted by the law and in addition to any other rights we may have at law, all goods we receive are subject to a general lien for any moneys due by you to us relating to the Services provided by us in the Move.

**10. VARIATION**

We reserve the right to vary these terms and conditions at any time subject to written notice being given to you prior to the Move.

#### **11. COSTS**

You are liable for any additional cost(s) incurred by us, as a result of a breach of these terms and conditions.

#### **12. 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.

#### **13. APPLICABLE LAW**

These terms and conditions are governed by the law in force in Victoria, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

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