

## DAVE'S REMOVALS & STORAGE

### TERMS AND CONDITIONS OF CONTRACT

1) GST IS NOT INCLUDED IN THE HOURLY PRICE, IT MUST BE PAID WHEN THE HOURLY RATE IS FINALISED, UNLESS ARRANGED, ALL JOBS HAVE A MINIMUM OF 3 HOURS WITH DEPOT TO DEPOT, DEPOT TO DEPOT MEANS THE TIME STARTS WHEN WE LEAVE OUR DEPOT IN NORTH NOWRA AND FINISHES WHEN WE RETURN TO OUR DEPOT

2) OUR TERMS ARE CASH ONLY CREDIT CARD PAYMENTS MUST BE PAID 24 HOURS IN ADVANCED, WE DO NOT ACCEPT CHEQUES, UNLESS STATED.

3) "CARRIER" SHALL MEAN DAVES REMOVALS AND STORAGE (OFFICE AND HOUSEHOLD FURNITURE DIVISON) NOWRA N.S.W

4) "CARRIAGE" SHALL MEAN AND INCLUDE THE WHOLE OF THE OPERATIONS AND SERVICES UNDERTAKEN BY THE "CARRIER GOODS SHALL MEAN THE CARGO AND FURNITURE, STAFF SHALL MEAN EMPLOYEES OF DAVES REMOVALS AND STORAGE.

5) ONLY EMPLOYEES OF DAVES REMOVALS AND STORAGE ARE PERMITTED IN OR ON OUR VEHICLES, YOU ARE NOT COVERED BY INSURANCE AND WE WILL NOT BE HELD LIABLE AS SUCH

6) THE CARRIER IS NOT A COMMON CARRIER AND WILL ACCEPT NO LIABILITY AS SUCH,

7) DAVES REMOVALS AND STORAGE WILL NOT BE HELD LIABLE FOR ANY DAMAGED GOODS, BECAUSE YOU,RE GOODS/FURNITURE/ITEMS ARE ALWAYS AT RISK, WE BELIEVE IT IS IN YOUR BEST INTEREST TO HAVE THEM COVERED BY INSURANCE, WE DO NOT INSURE GOODS, AND EXCEPT NO RESPONSIBNILITY FOR ANY GOODS, IF YOU REQUIRE INSURANCE, YOU MUST TAKE IT OUT YOURSELF THROUGH A CARRIER/ BROKER, DAVES REMOVALS AND STORAGE WILL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY DAMAGED GOODS

8) OUR TERMS ARE STRICTLY CASH, IF THE FULL PAYMENT CANNOT BE OBTAINED BY OUR AT THE COMPLETION OF THE CONTRACTED JOB, OUR STAFF WILL CONTACT OFFICE, THEN OUR OFFICE WILL CONTACT THE CLIENT, THE HOURLY PRICE WILL NOT CEASE, IF MONIES ARE STILL NOT RESOVED, OUR OFFICE WILL NOTIFY THE LOCAL POLICE AUTHORITIES, OUR STAFF WILL TAKEITEMS TO 3 TIMES THE CONTRACTED JOB AS COLATERAL/ SECURITY AND RETURNED TO OUR DEPOT, THE ITEMS WILL BE STORED BY US AT OUR DAILY STORAGE RATE, ONCE MONIES HAVEBEEN CLEARED A RE DELIVERY OF YOUR ITEMS WILL OCCUR, AT OUR CONVENIENCE AND AT THE ABOVE RATES, WITHA MINIMUM OF 3 HOURS, IF MONIES HAVE NOT BEEN FINALISED WITHIN 21 DAYS, A LETTER WILL BE SENT TO THE CLIENT AT THE LAST KNOWN ADDRESS OF THE CLIENT ADVISING OF OUR INTENTION TO SELL ITEMS/GOODS/FURNITURE WITHIN 21

DAYS OF THE DATED LETTER. IF AMOUNT OF JOB PLUS ALL FEES AND CHARGES HAVE NOT BEEN PAID IN FULL, WE DAVES REMOVALS AND STORAGE WILL SELL ALL OR ANY OF THE ITEMS/GOODS/FIRNITUREBY MEANSOF AUCTION OR PRIVATE TREATY AT OUR ABSOLUTE DISCRESSION, ANY SUCH SALE SHALL NOT PREJUDICE OR AFFECT ANY OTHER RIGHT THAT WE HAVE TO RECOVER ANY OUTSTANDING CHARGES OR FEES.

9) SHOULD ANY COMPLAINTS OR DISSATISFATION OCCUR WITH OUR SERVICE, PERSONS MUST NOTIFY OUR OFFICE BY PHONE WITHIN 24 HOURS OF THE JOBS COMPLETION, NO EXCEPTIONS, THEN THEY WILL BE GIVEN A DOCKET NUMBER UPON WHICH THEY MUST FORWARD A WRITTEN LETTER OF COMPLAINT TO OUR OFFICE WITHIN 5 DAYS OF INITIAL CONTACT.

10) EVERY JOB, UNLESS STATED, HAS A MINIMUM OF 3 HOURS WITH DEPOT TO DEPOT PLUS GST, ALL JOBS ARE CASH ONLY UNLESS PRE PAID BY CREDIT CARD BEFORE THE JOB HAS COMMENCED, IF THE CONTRACTED JOB IS HELD US FOR SETTLEMENT OR CONTRACTUAL REASONS WE DAVES REMOVALS AND STORAGE WILL NOT BE HELD LIABLE, ONCE THE CONTRACTED JOB HAS STARTED, THE HOURLY PRICE DOES NOT CEASE UNTILL THE JOB IS FINALISED, THEREFORE ANY TIME WE ARE WAITING, WE WILL BE CHARGING YOU AT THE HOURLY RATE THAT THE CONTRACTED JOB OS FOR, ONCE SIGNING BELOW, YOU HAVE AGREED TO ALL OF THE ABOVE TERMS AND CONDITIONS.

I fully agree with the above terms and conditions and understand it is a 3 hour mininum at \$110 per hour depot to depot cash only and by signing below I give Dave's Removals permission to commence with the contracted job.

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_