

TERMS & CONDITIONS OF REMOVAL SERVICES

These Terms and Conditions govern the business arrangement entered into between You and Rocket Removals in respect to the Job.

1. Definitions

In these conditions:

- 1.A** "Amount" means the amount that You must pay to Rocket Removals, in accordance with these terms and conditions, as consideration for the Services provided to You.
- 1.B** "Delivery Address" means the location where the Goods are unloaded from the Vehicle.
- 1.C** "Goods" means all furniture and other effects which are to be the subject of the Services.
- 1.D** "Job" means the work of performing the Services for You.
- 1.E** "Pick Up Address" means the location where the Goods are collected.
- 1.F** "Rocket Removals" means Rocket Removals Australia Pty. Ltd. ABN 27165986809 of Ground Level, 23Milton Parade, Malvern, Victoria, Australia hereinafter referred as "we" or "us".
- 1.G** "Services" means the whole of the removal service work to be undertaken by the Service Provider in connection with the Goods including moving Goods directly from the Pick Up Address to the Delivery Address, a packing service, labour, removals solutions, box hiring, delivery, equipment and materials removal and storage (on a case by case basis).
- 1.H** "Service Provider" means a Service provider engaged by Rocket Removals to perform the Services for You.
- 1.I** "Service Vehicle" means any vehicle used to perform the Services.
- 1.J** "You" means the party entering into the agreement for Services with Rocket Removals and includes the party to whom our quotation is addressed and the party whom the acceptance is signed, and "Your" has a corresponding meaning.
- 1.K** Words in the singular include the plural, and words in one or more genders include all genders.

2. Quotation and Order

- 2.A** All supplied quotations shall remain valid for a period of 30 days. All orders of Services shall be deemed to be acceptance of any quotation given by Rocket Removals pursuant to these Terms and Conditions.
- 2.B** Rocket Removals charges, and quotations are calculated on, the basis of information supplied by You as to the nature and quantity of Goods to be moved and as to any difficulties in gaining access at the Pick Up Address or the Delivery Address.
- 2.C** The quotation may not include Goods and Services Tax or extra charges for additional Services.

3. Price and Payment (Deposits)

- 3.A** On making a booking You are required to pay a deposit, being a part of the Amount determined at Rocket Removals' discretion with the balance of the Amount payable prior to completion of the Job.
- 3.B** Deposits paid on Jobs are non refundable, if cancelled within 5 (Five) days of the booked Job date. In all other cases Rocket Removals may refund the deposit, less 25%, at Rocket Removals sole discretion..

4. Calculation of the Amount

- 4.A** The Amount is calculated on an hourly rate basis. The hourly rate is sent to you via mail or email prior to the move for confirmation. However, Rocket Removals may charge a fixed Amount at Rocket Removals' discretion. Rocket Removals will inform you, if a fixed Amount is charged, prior to the commencement of the Job or upon You obtaining the quote.
- 4.B** The preferred method of payment is cash, in Australian Dollars only. All credit card Visa or MasterCard payments will incur a surcharge of 3.0% of the Total Amount Payable.
- 4.C** The minimum charge is 2 hours work. If the Job takes the Service Provider less than 2 hours, Rocket Removals will charge You for a minimum 2 hours.
- 4.D** Rocket Removals charges a minimum of a 30 minute back to base fee for any Job performed.
- 4.E** Rocket Removals may require that You pay the entire Amount prior to the Services being provided.
- 4.F** Variation to the Amount

You acknowledge that the Amount that You must pay to Rocket Removals, or the Service Provider, may vary if:

- 1)** Rocket Removals or the Service Provider has to supply any additional Services, previously not included in the quotation, such as disconnecting appliances, dismantling furniture, or storing additional Goods not previously included in the quotation.

- 2)** Access to the Pick Up Address or the Delivery Address is not as described, and will not allow free movement of the Goods without the need of alterations or hire of additional equipment.
- 3)** Access to the Pick Up Address or the Delivery Address is not suitable for the removal vehicle to get within 25 meters of the doorway and as a result the Service Provider has to do additional work not included in the quotation.
- 4)** The Job involves, Rocket Removals or the Service Provider, moving Goods up and/or down stairs.
- 5)** The Service Provider incurs charges for parking, toll roads, congestion fees, or any other charges levied by the government for transportation of Goods from the Pick Up Address to the Delivery Address.
- 6)** You have understated the amount of Goods for the Job such that Rocket Removals or the Service Provider considers that the Vehicle becomes full and no further Goods may be loaded. In such case Rocket Removals, or the Service Provider, will increase the Amount for any trips required.
- 7)** Any of the details on the quotation change or if any of the information You have supplied is incorrect or inaccurate.
- 8)** You ask Rocket Removals, or a Service Provider, to park the Service Vehicle in a place where Rocket Removals, or the Service Provider, is subject to a parking fine, then the Amount will be increased accordingly.
- 9)** If a date for the performance by Us or a Service Provider of any Services is agreed upon in the quotation and acceptance or subsequently, and You require that date to be altered or the Goods are not available on that date, We will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.

5. Company Acts as Agent

5.A Rocket Removals reserves the right to use external Service Providers to perform works required by You and You acknowledge that Rocket Removals has disclosed this fact to You prior to You entering into these Terms and Conditions, or any contract, arrangement or agreement with Rocket Removals.

6. General Lien and Right To Dispose

6.A All Goods are subject to a general lien for any outstanding amounts owed by You. We reserve the right to retain the Goods in the event that we have reason to believe that You are unable or unwilling to pay Rocket Removals, or the Service Provider, until such time as we have been paid in full. If the Amount remains outstanding for 7 days after the Job is completed, Rocket Removals may sell any or all of the Goods and apply the proceeds to satisfy any part of the Amount that is outstanding. Any costs associated with the storage or sale of such Goods will be borne by You and also recouped from the proceeds from the sale of Goods.

7. Meal or Rest Break

7.A Where the duration of a move exceeds 5 hours, We or the Service Provider are entitled to a 30 minute meal or rest break.

7.B Where the duration of a move reaches 8 hours, We or the Service Provider are entitled to a 30 minute meal or rest break with an additional 10 minute rest break.

7.C For every 2 hours of Service After the first 8 hours of Service provided to You by Us or the Service Provider, We or the Service Provider are entitled to a 10 minute rest break in addition to clause 7.B.

7.D For all work done outside of ordinary hours, that being a total of 8 hours, the rate of pay will be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

7.E All breaks and overtime outlined anywhere under this clause 7 will be added to the Amount in calculating the duration of the move.

8. Refusal of Carriage of Goods

8.A Rocket Removals and the Service Provider are not common carriers and thus reserve the right to refuse to accept the carriage of Goods at the discretion of Rocket Removals.

9. Your Obligations

9.A To enable Rocket Removals or the Service Provider to perform its obligations You must:

- 1)** Warrant that, by entering into this agreement, You are either the owner of the Goods, or the authorized agent of the owner.
- 2)** Provide Rocket Removals with any information reasonably required by Rocket Removals, and

advise Rocket Removals of any special requirements or care of particular Goods. Should You not accept the recommendations of Rocket Removals and/or its Service Providers then the Goods are removed at Your sole risk.

3) Obtain all necessary permissions, parking permits, licenses and consents which may be required before the commencement of the Job, the cost of which shall be Your sole responsibility.

4) Subject to these Terms and Conditions, should any damage be incurred then, it is Your responsibility to advise Rocket Removals prior to sign off upon completion of the Job. Liability for damage will only be accepted if it may be proven without reasonable doubt that the Service Provider has been negligent in the manner in which they have conducted the Job. The liability shall be held with the Service Providers and not with Rocket Removals.

5) Ensure that You or Your authorised representative is present at all times during loading and unloading of the Goods. Rocket Removals and the Service Providers cannot be held liable for any damage caused whilst the Goods to be moved are under Your supervision.

6) Provide written notice of Goods which comprise jewelry, precious objects, works of art, antiques, money, collections of Goods or any valuable equipment, and all Goods valued over of \$1000, prior to the commencement of the Job.

7) Tell Rocket Removals, and the Service Provider, if any Goods are fragile and require particular care.

8) Warrant the Goods being transported and moved by Us or the Service Provider, do not include any firearms or which are or may become dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage any vermin or pest unless You have disclosed to Us or the Service Provider in writing the presence and nature of any such items prior to them being made available to Us or the Service Provider for loading or storage. Items of this nature may be moved at Our or the Service Providers discretion. If any such items are discovered by Us or the Service Provider after the Goods have been received by Us or the Service Provider, We or the Service Provider may take any reasonable action, including destruction or disposal, as We or the Service Provider may think fit without incurring any liability to You.

9.B You hereby understand that the only insurance provided by Rocket Removals and the Service Provider is road transit insurance for fire, flood, collision and overturning. This insurance will only be arranged if You request Us in writing to do so (including by so indicating in Your written acceptance of Our quotation). In the event of a claim, any excess amount must be paid in full by You. You accept responsibility to ensure that Your Goods are adequately insured for transportation and You must organise insurance for any additional cover by contacting Your own insurance provider.

9.C You hereby indemnify Rocket Removals, to the extent permissible by law, against any action, claim, suit, fine, or demand brought by any third party against Rocket Removals regarding the Job or the Goods.

Rocket Removals shall not be liable under any circumstances to You or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by You howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

10. Your Representations and Warranties

10.A You represent and warrant to Rocket Removals, and the Service Provider, that You own the Goods or are an authorised agent of the owner of the Goods and it is Your responsibility to direct Rocket Removals and the Service Provider to do the Job.

10.B All risk in the Goods passes to You upon completion of the Job.

11. Rocket Removals Limited Guarantee

11.A Rocket Removals may repair or replace damaged Goods at Rocket Removals sole discretion. However, Rocket Removals accepts no responsibility for any consequential loss whatsoever.

11.B Rocket Removals or the Service Provider, has the option to compensate You, in lieu of repairing the Goods, by paying You the agreed value of the damaged Goods or by replacing the damaged Goods. If the value of the damaged Goods cannot be agreed between You and, Us or the Service Provider, then the value of the damaged Goods shall be assessed by an independent valuer. In any event, Rocket Removals or the Service Provider, will not be liable to pay You more than \$500 for any one item of damaged Goods.

11.C You will bear the first \$250 of any claim made

11.D Rocket Removals is not liable for any damage that is caused by the Service Provider. If the Service Provider causes any damage to Your Goods then Your sole remedy is against the Service Provider and not against Rocket Removals.

11.E This guarantee shall not apply where any or all of the Amount is due to Rocket Removals or the Service Provider, or where the payment of the Amount is withheld or not in clear funds.

12. Limitation of Liability

Rocket Removals does not provide any guarantee where the damage to the Goods:

1) Was unavoidable. This is entirely at the discretion of Rocket Removals and the Service Provider.

2) Arises from conditions or things which are not known to Rocket Removals, or the Service Provider.

For example, where the damage arises due to lifted carpets or uneven footpaths or driveway surfaces or slippery surfaces caused by rain or vegetation or by extremely difficult accessibility in transferring Goods to and from the Vehicle, the Pick Up Address or the Delivery Address.

3) Was unavoidable due to the nature of the Goods.

4) Occurs to Goods that have pre existing scratches, tears or marks.

5) Occurs to an electronic item and the Service Provider has not caused any external damage, as some Goods may develop unavoidable faults no matter how carefully handled.

6) Occurs to any goods with an inherent risk, including electrical and mechanical appliances, computer equipment, scientific instruments and certain musical instruments, which are susceptible to suffer damage and disorder upon removal.

7) Is to pre-packed Goods and the Goods were not packed by Rocket Removals or the Service Provider.

13. If Not Covered By Insurer

13.A It is agreed between You and Rocket Removals that Rocket Removals shall not bear any responsibility to You if a claim made to Rocket Removals' independent insurer fails or is limited in any way because any policy of insurance is void, unenforceable, or has expired, or because of an exclusion or restriction or other term of the policy of insurance, whether or not such failure or limitation has arisen directly or indirectly from any act or omission of Rocket Removals.

14. Legislation

14.A Certain rights and remedies may be available under the Competition and Consumer Act 2010 (Cth) or similar legislation of Australian States or Territories and may not be permitted to be excluded, restricted or modified despite these Terms and Conditions. Apart from those that cannot be excluded. To the extent permitted by law, Rocket Removals's liability for breach of any implied warranty or condition that cannot be excluded is restricted, at Rocket Removals's sole option to the re-supply of Services or payment of the cost of re-supply of Services, or the replacement or repair of Goods or payment of the cost of replacement or repair.

14.B Rocket Removals will not be liable for any loss, damage or delay resulting from causes which are outside of Rocket Removals's control.

14.C Rocket Removals will pay the cost of repairing Goods where required by legislation to do so, or where Rocket Removals elects to repair the Goods. Otherwise You must pay the cost of repairing the Goods.

15. Any damage must be reported before completion of the Job

15.A The existing condition of the Goods are subject to verbal agreement You must inspect all the Goods as they are loaded and unloaded.

15.B No claims will be accepted for any damaged Good after the Service Provider has left the Delivery Address. Any damaged Goods must be reported to Rocket Removals within 48 hours from the completion of the Job.

15.C Any claim for loss or damage under this clause 15 is to be notified to by You to Us in writing, or by telephone and later confirmed in writing, within a reasonable time after the date of delivery. We will have the best chance of locating any misplaced items, or ascertaining the cause of damage, if that notification is given to us within 48 hours.

16. Liability of Service Providers and Employees

16.A Where applicable, any provisions in these Terms and Conditions which limit our liability also apply to the employees of Rocket Removals, the Service Providers and to the employees of the Service Providers. For the purposes of this limitation each of them shall be deemed to be parties to these Terms and Conditions.

17. Governing Law

17.A The law which governs these Terms and Conditions is the law of the State of Victoria.

18. Entire Agreement

18.A These Terms and Conditions constitute the entire agreement between Rocket Removals and You as to the subject matter and renders all previous communications and representations with respect to this Agreement invalid.