

CARD 

Date:- ____/____/____

Job no:- _____

CUSTOMERS DETAILS AND AUTHORISATION:-

Price offered by Mister movers \$ _____ / hour for _____ number of man.

Extra: _____

NAME:- _____ Tel:- _____ Mob:- _____

ADDRESS:- _____

Time started:- _____

Vehicle number: _____

Time finish:- _____

Drivers name:- _____

**SUMMARY OF STANDARD AGREEMENT FOR MISTER MOVERS SERVICES
TERMS AND CONDITIONS**

The below Terms and Conditions explain the rights, obligations and responsibilities of all parties. Where we use the word you or "your" it means the Customer; "we", or "our" means the mover. We reserve the right to amend the terms and conditions at any time, subject to a written agreement.

It is recommended that our customers arrange their own insurance to cover their goods. This contract and Terms and Conditions do not cover insurance. In Clauses 10, 11, 12 and 13: We limit or exclude Our liability for any loss and damage.

1. OWNERSHIP OF THE GOODS

You hereby agree and confirm that you are either :- The owner of the goods and/or: are duly authorised by the owner (s) of the goods to enter into this contract on these terms and conditions for and on behalf of the owner (s). You shall be responsible for any losses, expenses or other costs incurred by us which are caused by an untrue statement deliberately made by you

2. WHAT WE WILL DO

We shall

1.1 Pack the goods, if requested and we have agreed to do so.

1.2 Remove them at the agreed time and date and deliver to the delivery address.

1.3 Unpack them, if requested and we have agreed to do so.

3. WHAT WE WILL NOT DO

There are certain things that we do not do and which are not covered under this contract. They are

3.1 Dismantling or assembling flat pack furniture or a property's fittings or fixtures.

3.2 Disconnecting or reconnecting any equipment or appliances.

3.3 Securing or preparing for transit, as necessary, equipment or appliances such as but not limited to, securing washing machine drums.

3.4 Taking up or laying fitted floor coverings of any kind.

3.5 Removing storage heaters unless they are already disconnected and adequately dismantled.

3.6 Our staff are not qualified or authorized to carry out such work and we recommend that a proper qualified person be separately employed by you to carry out these services.

We do not arrange insurance to cover your goods.

4. QUOTATION (INCLUDES AND EXCLUDES)

4.1 Our quotation, unless otherwise stated, does not include insurance, parking charges, customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies. 1.2 Our Quotation is valid for 28 days from the date of issue. Unless already included in Our Quotation, reasonable additional charges will apply in the following circumstances: 4.2.3 There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the agreed work

4.2.4 We agree in writing to increase Our limit of liability set out in Clause 10.1 prior to the work commencing,

4.2.4 Unless already discussed and mutually agreed, minimum 2 hour charges apply,

4.2.5 You agree to pay any reasonable charges arising from the above circumstances.

5. Work not included in the quotation.

5.1 Unless agreed by us in writing, We will not:

5.1.1 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.

5.1.2 Take up or lay fitted floor coverings.

5.1.3 Move items from a loft, unless properly lit and floored and safe access is provided.

5.1.4 Dismantle or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move paving slabs, planters and the like,

5.1.5 Our staff are not authorized or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services.

5.1.6 We have to collect or deliver goods at your request above the ground floor and first upper floor. The stairs lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the road, approach, or drive is unsuitable for our vehicle and/or containers to load and/or unload within 20 meters of the doorway. We have to pay parking or other fees or charges in order to carry out services on your behalf. There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.

In any such circumstances, adjusted charges will apply and become payable

CREDIT CARD DETAILS FOR PAYMENT:-

I authorize Mister mover to deduct the outstanding amount from the below credit card

Amount:- _____ Surcharge:- _____ Total:- _____

CARD NUMBER:- _____

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EXPIRY DATE:- _____

NAME ON CARD: - _____

I acknowledge that I have read terms and conditions applicable to booking (move), moving my stuff and additional services and agree to the prices, agree to pay and I also confirm that the information I have provided on this form is correct.

Its customer's responsibility to provide adequate parking, all parking infringement within job is customer's liability as mentioned under clause 6.1

Customer signature :- _____

Date:- ____/____/____

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6 CUSTOMERS RESPONSIBILITY

6.1 It will be Customer's responsibility to:

6.1.1 Obtain at your own expense all documents, permits, licenses customs documents, parking permits, necessary for the move to be completed. **Any penalties or fines due to or related to move are customer's liability.**

6.1.2 Be present or represented during the collection and delivery of the removal. Take all reasonable steps to ensure that nothing that should be left behind and that nothing is taken away in error.

6.1.3 Arrange proper protection for goods left in unoccupied or unattended premises or where other people such as, but not limited to, tenants and workmen are or will be present

6.1.4 Prepare adequately and stabilize all appliances and electronic equipment prior to their removal. 6.1.5 Empty, properly defrost and clean refrigerators and deep freezers We are not responsible for the contents.

6.1.6 Provide us with a contact address for correspondence during removal transit and/or storage of goods.

6.1.7 Arrange adequate insurance cover for the goods submitted for removal transit against all insurable risks as Our liability is limited under clauses 10.1 and 10.2. •

6.1.8 Where We provide You with inventories, receipts, waybills, job sheets or other relevant documents You will ensure that they are signed by You or Your authorized representative as confirmation of collection or delivery of the Goods.

6.1.9 prepare adequately and stabilize all appliances or electronic equipment prior to their removal.

6.2 Ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them.

6.3 It is the customer's responsibility to ensure that items will fit in the new premises (eg: size of sofa and size of aperture) Our removalists will not be insured to remove doors or windows in such cases and will be forced to drop the items outside the premises. It is the customer's responsibility to organise a specialist if needed.

6.4 It is the customer's responsibility to inform us about the awkward access. Awkward access can include, no vehicle access, no parking available in close proximity to the property and cramped stair and hallway conditions. We reserve the right to add extra costs due to unforeseen circumstances (e.g. waiting for keys or gaining entry, incorrect addresses. etc.).

6.5 Other than by reason of Our negligence or breach of contract, We will not be liable for any loss or damage. costs or additional charges that may arise from failure to discharge these responsibilities.

7. GOODS NOT TO BE SUBMITTED FOR REMOVAL,

7.1.1 Unless previously agreed in writing by a director the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by us and you should make your own arrangements for their transport and storage.

7.1.2 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items including gas bottles, aerosols, paints, firearms and ammunition.

7.1.3 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind.

7.1.4 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

7.1.5 Perishable items and/or those requiring a controlled environment.

7.1.6 Any animals, birds or fish.

7.1.7 Goods which require special license or government permission for export or import.

7.1.8 We shall notify You as soon as practicable if any of the Goods, are in Our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests and under what conditions We would be prepared to accept such Goods or whether We refuse to accept them. Should We refuse to accept the goods We will have no liability to You.

7.1.9 Perishable items and/or those requiring a controlled environment.

7.2 Any animals, birds, fish, reptiles or plants.

7.2.1 Goods which require special license or government permission for export or import.

If you submit such goods without our knowledge we will make them available for your collection and if you do not collect them within a reasonable time we will apply for an appropriate court order to dispose of any such goods found in the consignment without notice. You will furthermore pay us any charges, expenses, damages. legal costs or penalties incurred by us.

8. POSTPONEMENT OR CANCELLATION

8.1.1 By agreeing to undertake the removal or storage we incur costs in preparing for it and may also lose the opportunity to undertake further work that would use the same resources. We may suffer loss if you cancel or postpone the contract.

8.1.2 If you cancel or postpone more than 7 days before the removal date there shall be no charge payable by you

8.1.3 If you cancel or postpone less than 5 days but more than 2 days before the removal date you shall pay to us a charge equivalent of 10% of the agreed removal charge.

8.1.4 If you cancel or postpone 2 days or less before the removal date you shall pay to us a charge equivalent to 20% of the agreed removal charge.

8.1.5 If you cancel or postpone less than 1 days before the removal date then you shall pay to us a charge equivalent to 50% of the agreed removal charge.

9. Payment Requirements.

We accept cash, Credit cards. In-case of Credit card payments additional 5% surcharges apply. Payments must be made at the completion of the job. It is Your responsibility to ensure that You have enough money to pay the driver at the completion of the job. You may not withhold any part of the agreed price. In such a situation, the payment requested will also have an estimate of time that may take to unload the goods. If payment is not made in full in this situation, the unloading of goods will not start until such time the full payment is made. If any dispute arises on the payment amount and cannot be resolved at that time, we reserves the right to refuse to unload the goods until the time full payment is made.

10. Our liability for loss or damage.

10.1 We do not know the value of Your goods therefore We limit Our liability to a fixed limit per item. The amount of liability We accept under this agreement is reflected in Our charges for the work. If you wish Us to increase Our limit of liability per item You agree to pay a higher price for the work as stated in Condition 4. {Our Quotation}.

10.2 Unless otherwise agreed in writing if We are negligent or in breach of contract We will pay You up to \$40 for each item which is lost or damaged as a direct result of any negligence or breach of contract on Our part to cover the cost of repairing or replacing that item.

10.3 If the Goods sustain damage by reason of defective or inadequate packing or unpacking, we will not be liable for that

10.4 Certain Goods (including, but not limited to, electrical and mechanical appliances, computer equipment. scientific instruments, certain musical instruments, and furniture made of pressed wood) are inherently susceptible to suffer damage or disorder no matter how carefully they are handled. We will not be liable in respect of these items, in any way.

10.5 'Where You or a person with Your agreement participates in the move, or We do it all ourselves, We are not liable for any damages done to Your goods. You are advised to take your own insurance for the transfer of goods.

11. Damage to premises or property other than goods.

11.1 Because third party contractors or others are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage. Therefore Our liability is limited as follows:

11.1.1 If We cause loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only.

11.1.2 If We cause damage as a result of moving goods under Your express instruction against our advice, and where moving the goods in the manner instructed is likely to cause damage, We shall not be liable.

12. Exclusions of liability.

12.1 We shall not be liable for loss or damage caused by fire or explosion. Iris Your responsibility to insure Your Goods against fire or explosion. If You ask Us in writing to arrange fire insurance cover for You We will, provided You declare the full replacement value of Your Goods and pay the premium in advance.

12.2 We shall not be liable for delays or failures to provide the services under this Agreement as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, adverse weather, third party industrial action, rescheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.

12.2.1. We will do our best to arrive within the time scale stated, however arrival times are estimated. 12.2.2. Delays to pick-up/delivery times are sometimes unavoidable (due to traffic accidents. weather etc).

12.2.3. We do not accept any responsibility for any customer losses due to unforeseen or out of our control delivery/pick-up delays.

12.3 Other than as a result of Our negligence or breach of contract We will not be liable for any loss, damage or failure to produce the goods as a result of

12.3.1 Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.

12.3.2 Moth or vermin or similar infestation.

12.3.3 Cleaning, repairing or restoring unless We arranged for the work to be carried out

12.3.4 Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water. OR

12.3.5 For any goods in wardrobes. drawers or appliances, or in a package, bundle, carton, case or other call/liner not both packed and unpacked by

12.3.6 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.

12.3.7 For any goods which have a pre-existing defect or are inherently defective.

12.3.8 For perishable items and/or those requiring a controlled environment

12.3.9 For items referred to in Clause 4.

12.4 No employee of ours shall be separately liable to You for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.

12.5 Where goods are handed over to You or Your authorized agent Our liability will cease upon handing over the goods to You or Your authorized representative (see Clause 13.1 below).

12.6 We will not be liable for any loss or damage caused by Us or Our employees or agents in circumstances where: (a) there is no breach of this Agreement by Us or by any of Our employees or agents (b) such loss or damage is not a reasonably foreseeable result of any such breach Mister Movers takes all the necessary care to ensure that your goods arrive safely at your next destination. To protect the interest of our customers against accidents we have Transit and Public liability insurance. We do not charge extra every time for this insurance cover, only if a claim is made an access of \$500 applies to customer

Time limit for claims.

13.1 For goods which we deliver, You must advise us in writing of any loss and damage within 5 hours of delivery by Us. We may agree to extend this time limit upon receipt of your written request provided such request is received within 5 hours of delivery; Consent to such a request will not be unreasonably withheld.

13. Delays in transit.

14.1 Other than by reason of Our negligence or breach of contract, We will not be liable for delays in transit.

14.2 If through no fault of ours We are unable to deliver Your goods, We will take them into storage. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at Your expense

14. Our Right to Hold the Goods (lien).

"Lien" is the legal right of the remover to hold goods until the customer has paid all outstanding charges. We shall have a right to withhold and ultimately dispose of some or all of the goods if You fail to pay the charges and any other payments due under this or any other Agreement. These include any charges that we have paid out on your behalf. While We hold the goods You will be liable to pay all storage charges and other costs (including legal costs) reasonably incurred by Us in recovering Our charges and applying Our right of lien.

These terms and conditions shall continue to apply.

15. Our right to sub-contract the work.

16.1 We reserve the right to sub-contract some or all of the work.

16.2 If We sub-contract. then these conditions will still apply

16. Route and method.

17.1 We have the right to choose the method and route by which to carry out the work. 17.2 Unless it has been specifically agreed otherwise in writing in our Quotation, other

Space/volume/capacity on Our vehicles and/or the container may be utilized for consignments of other customers.

17. Our right to Sell or dispose of the Goods.

If payment of our charges relating to your goods is in arrears. And on giving you three months' notice. We are entitled to require You to remove Your goods from Our custody and pay all money due to Us If You fail to pay all outstanding amounts due to Us, We may sell or dispose of some or all of the goods without further notice The cost of the sale or disposal will be charged to You. The net proceeds will be credited to your account and any eventual surplus will be paid to You without interest. If the full amount due is not received we may seek to recover the balance from You

18. Toll Charges. There will be an extra charge when passing through the Tullamarine Citylink/ Monash link/ Eastlink zones and the customer will be charged accordingly (Unless otherwise stated).

19. Staff Abuse. Verbal or threatening behavior will not be tolerated. If the driver is forced to leave the job because of verbal or any other abuse from the customer; the customer will still be liable to pay in full

20. If the invoice is not paid in full as per our terms and conditions all subsequent costs associated with chasing this debt through a third party collection agency or solicitor will be added to the invoice.

Customer signature :-

DATE:- / /