

UQUICK Terms and Conditions

Your access to use of the Services provided by UQUICK (UQUICK/HOMEHOO TECHNOLOGY PTY LTD) (ABN 62 606 512 654) (“we”, “our” or “us”) is subject to the following terms and conditions (“Terms”):

- Overview of Terms
 - We provide an on-demand courier service (the “Service”), which can be booked via our application for mobile devices (the “App”) by our customers (“Customers”, or “you”). We provide the Service by connecting you with a sub-contracted courier to make a delivery. These Terms set out the terms and conditions under which we agree to provide our Service to you.
- Acceptance of Agreement
 - Access to the Service is offered to you, conditional upon your acceptance without any modification or amendments to all these Terms, including any terms and conditions set out in the App, which together form a legally binding agreement between us and you in relation to the provision of the Service to you (the “Agreement”, as varied from time to time).
 - Your use of the Service indicates your acceptance of this Agreement.
 - If you do not accept the Agreement, you are not authorised to use the Service and you must refrain from using the Service.
 - In entering into this Agreement, you agree that we reserve the right to sub-contract performance of all or any of the Service and any protections or terms in this Agreement applying in favour UQUICK (including without any limitation and indemnity) shall extend to any such sub-contractor.
- Inconsistency
 - In the event that anything in these Terms is different to content available on the App, the provisions in these Terms shall prevail.
- Commencement Date
 - The Agreement commences on the date you register to use the Service. In registering to use the Service, you will be provided with an account to enable you to access the Service (“User Account”).
- Amendment of Agreement
 - We reserve the right at any time, at our sole discretion, to amend or otherwise modify the Agreement in accordance with the Terms, without notice.
 - You are responsible to check the App from time to time so you are aware of any changes before your use of the Service.
 - Your continued access or use of the Service signifies your acceptance of the amended or modified Agreement.
 -
- How to book the Service
 - You may book the Service by making a booking on the App when you are logged into your User Account. You will be required to enter:

- A description of the item(s) to be couriered (the “Consignment”), including its weight;
- The pick-up address, being the address from which our courier will collect the Consignment, and the full name of the person who is authorised to provide our courier with the Consignment at the pick-up address (the “Authorised Sender”);
- The delivery address, being the address to which our courier is required to deliver the Consignment, and the full name of the person or company to whom the Consignment is to be delivered (the “Authorised Recipient”).
- The earliest time at which the Consignment will be available for collection at the pick-up address (“Pick-up Time”) and the approximate time that you would like our courier to deliver the Consignment to the Delivery address.
 - Once you entered the required details for your booking, we will provide you with a quote for the Service. Please be aware that the rates may vary in accordance with the market price in your city without notice.
 -
- Overview of Service
 - UQUICK is currently only available in the Melbourne City Area.
 - Once you have made a Booking, our courier will endeavour to arrive at the specified pick-up address within 30 minutes after you successfully submitted your booking.
 - Once our courier arrives at the Pick-up address, the courier may require a signature of the Authorised Sender, and the courier may photograph the Consignment.
 - Our courier will read your delivery instructions and deliver the Consignment accordingly.
 -
- Consignment
 - You warrant that in relation to using the Service in respect of a Consignment, that you have lawful authority to authorise UQUICK to collect, transport and deliver the Consignment in accordance with the details of the relevant Booking and the terms of this Agreement.
 - You warrant that each Consignment for which you make a Booking including any packaging, will not cause damage or injury to any person or property in the course of the ordinary carriage, storage and transportation of such Consignment.
 - You acknowledge and accept that you are solely responsible for arrangement of any insurance for any loss or damage to the Consignment independently, including any loss or damage arising out of a delay in the collection or delivery of the Consignment or in connection with the storage of the Consignment during transit, and that UQUICK does not offer any insurance in relation to the loss or damage to your Consignment.
 - You agree to ensure that each Consignment (and its packaging) must not weigh more than 32 kilograms.
 - Our courier may refuse to accept any oversized Consignment.
 - Restricted Items: You agree that you shall not make any booking or otherwise permit a Consignment to be couriered using our Service in respect of Consignments which:

-
- Are stolen or illegal items or which you do not know are not stolen or illegal items;
- Are fragile or perishable;
- Are valuable items (worth more than >AUD\$1000);
- Are noxious, flammable, corrosive, poisonous, explosive or other dangerous items, including items that have been deemed or defined as dangerous under any laws or regulations;
- Are or contain illicit drugs, fireworks, weapons of any description or firearms;
- Are hazardous regardless of whether the risk of such hazard can be reduced or controlled if the items is handled or packaged properly;
- Are or contain chemicals, gasses, poisons or toxins, toxic waste, radioactive materials, organic peroxides, oxidising substances, bacteria, viruses, infectious or biological substances, human tissue or any other living organisms and specimens;
- Are otherwise unlawful; or
- Are any items for which you do not have permission to send.
 - You acknowledge that our couriers have no authority to bind UQUICK in any way and you must not seek to agree with our couriers any additional or alternative terms or conditions to those contained in this Agreement.

-
- Service Fee
 - Once you enter the required details to make a Booking, we will provide you with the Service Fee payable to UQUICK for the Service. If you choose to make the booking, you will be prompted to enter your credit card details. Your credit card will be charged the amount of the Service Fee. The Service Fee will include GST.

- Payment

10.1 If you choose to make the Booking, by providing us with your credit card details to pay the Service Fee, UQUICK reserves the right to use such credit card details to process payment of the Service Fee until the payment has been successfully made.

10.2 You acknowledge that you are solely responsible for any charges or fees associated with insufficient funds or any other such charge relating to the processing or collection of payments.

10.3 UQUICK will not be prevented from taking any action necessary to recover any unpaid Services Fees. We are entitled without express authorisation from you to recover any and all costs incurred by us in recovering unpaid Service Fees from you, including debt collection costs, commissions, legal fees and any out of pocket expense.

- Your Obligation

11.1 You acknowledge and agree that:

- any information that you provide to UQUICK when registering your User Account, is complete and accurate and you agree to ensure that the information contained in your User Account is maintained up-to-date;
- any information that you provide to UQUICK in using the Service, whether orally or in writing, is complete, reliable, accurate and valid, and additionally, in respect of information relating to another person (such as the contact details of the intended

recipient of a Consignment), you will have obtained the express permission or consent from that person before providing their information to us;

- you will provide complete and accurate details in relation to a Consignment (such details must include the matters set out in clause 6);
- once you make a Booking, you must ensure that the Consignment is ready for pick-up from the pick-up address immediately;
- you must ensure that the Consignment is suitable and safe to be carried, stored and transported, having regard to the nature of the Consignment;
- you must ensure that the Consignment is firmly secured and packaged, and properly labelled, in a manner that is appropriate having regard to the nature of the Consignment, and that you have complied with all laws and regulations relating to the consigning, labelling, packaging, carriage, storage and delivery of the Consignment;
- you must permit (and instruct any other relevant person or company to allow) the Consignment to be photographed by UQUICK's courier at both the pick-up address and the delivery address.
- you must permit (and instruct any other relevant person or company to allow) the Consignment to be inspected by our couriers (including the removal of any labels or packaging), and provide us any necessary assistance in that respect, if our couriers deem it necessary to ensure that the transport of the Consignment complies with this Agreement.
-
- Our Obligations

12.1 Subject to your performance of the terms and conditions of this Agreement in relation to each Consignment, UQUICK agrees to provide the Service to you in respect of each such Consignment in accordance with this Agreement.

12.2 We reserve the right to provide the Service to you in any manner it deems appropriate and convenient, including the choice of delivery routes or delivery modes.

- User Account

13.1 In order to use the Service you must create a User Account and agree to provide any personal information requested by UQUICK. In particular, you will be required to provide your first name, last name, title, residential address, valid contact number and email address.

13.2 You agree and accept that:

- All of the information you provide to UQUICK when setting up your User Account is true, complete and accurate in all respects;
- Any information supplied to UQUICK is true, complete and accurate in all respects;
- You will safeguard your User Account information (including passwords and identification details) and will supervise and be completely responsible for any use of the User Account by anyone other than you; and
- You are over the age of 18 and you possess the legal authority to enter into this Agreement and to use the Service in accordance with this Agreement.

13.3 UQUICK will not be liable to you in the event that any information provide by you is incomplete, inaccurate, misleading or fraudulent.

13.4 Unless expressly agreed by UQUICK, you are limited to one User Account. No User Account may be created on behalf of or in order to impersonate another person.

- Termination

14.1 UQUICK may terminate your User Account, this Agreement and your access to the Service, at any time and without prior notification if it considers, at its sole opinion, that you have breached this Agreement. If UQUICK exercises its right of termination under this clause 14, you must not sign up for another User Account and must cease using the Service immediately;

14.2 Upon termination of this Agreement, UQUICK will have no further obligation to, and will cease to, provide the Service to you, and you will pay to UQUICK any outstanding fees and charges pursuant to this Agreement.

14.3 The respective accrued rights, obligations and remedies of UQUICK and the Customer are not affected by the termination of this Agreement.

- Privacy

15.1 UQUICK will collect, use and disclose any personal information in accordance with its Privacy Policy.

15.2 The Privacy Policy is available upon request or can be viewed on our App.

15.3 You acknowledge acceptance of UQUICK's Privacy Policy and consent to the collection, use and disclosure of personal information in accordance with that Privacy Policy, the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines.

- Cancellation Policy

16.1 Should you require a cancellation of the Service, please contact the UQUICK's courier via phone within 5 minutes after the Service has been booked. Please note that a cancellation fee may be charged to you. If the cancellation is made after the UQUICK courier pick-up the Consignment, full service fee will be charged to you. We are unable to cancel your booking once the Consignment has been picked up.

- Loss or Damage to Consignment

- 17.1 If the Consignment has been damaged due to the UQUICK delivery, a refund may be required by the customer. The refund amount can not exceed the total service fee has been charged. Customer must provide Consignment damage evidences within 24 hours to UQUICK customer service. UQUICK reserves the right to provide refund based on the evidences.

- (a). A photo copy of the QUICK Service booking confirmation page including all the booking details.

- (b) A photo of the damaged Consignment.

- (c) A filled Consignment Damage Report

- 17.2 If the Consignment has been lost due to the UQUICK delivery, a refund may be required by the customer. The refund amount can not exceed the total service fee has been charged. Customer must provide Consignment lost evidences within 24 hours to UQUICK customer service. UQUICK reserves the right to provide refund based on the evidences.

- (a). A photo copy of the QUICK Service booking confirmation page including all the booking details.

- (b) A filled Consignment Lost Report
-
- Refund and Liability

18.1 All approved refunds for orders placed online, over the phone or in store will be credited back to the original method of purchase. Refund will not be approved If your request is received by us after 24 hours from the time of your booking confirmation.

18.2 Products return will not be accepted by UQUICK under the following circumstances:

- (a) Non UQUICK consignments
- (b) Damaged product after Delivery caused by the recipient
- (c) Inappropriate storage of the product caused by the recipient
- (d) Poor maintenance by the recipient
- (e) Change of mind by the person who places the QUICK Service and/or the recipient
- (f) Personal preferences
-
- Indemnity

19.1 You agree to indemnify UQUICK and its officers, directors, employees and agents from and against any loss or damage (including costs and expenses not limited to reasonable legal fees) that we may suffer as a result of any claims, causes of action, suits, proceedings, demands, recoveries, fines or penalties brought by a third party arising out of:

- Your use of the Service, whether directly or indirectly, including use of the App;
- Your breach of this Agreement; and
- Your violation of any law or the infringement of any third party rights in connection with your use of the Service.

The obligations under this clause will survive termination of this Agreement. This clause does not merge at termination of this Agreement.

- General

20.1 This Agreement is not intended to create a relationship between UQUICK and the Customer of a partnership, joint venture, agency or employer-employee.

20.2 You must not assign or deal with the whole or any part of your rights or obligations under this Agreement to any third party without the prior written consent of UQUICK. Any purported dealing in breach of this clause is of no effect.

20.3 Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Agreement does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A party is not liable to any other Party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.

20.4 Excepts as expressly stated to the contrary in this Agreement, the powers, rights and/or remedies of a Party under this Agreement are cumulative and are in addition to any other powers, rights and remedies of that Party. Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any power, right, or remedy that a Party may have at any time against the other Party to this Agreement or any other person.

20.5 Where this Agreement provides that a Party may conditionally or unconditionally give or withhold any consent or approval in relation to any matter in this Agreement, that Party may in its absolute discretion, and without being obliged to give reasons for doing so, withhold any consent or approval or give consent or approval conditionally or unconditionally.

20.6 This Agreement contains the entire understanding between the Parties. All previous oral and written communications, representations, warranties or commitments are superseded by this Agreement and do not affect the interpretation or meaning of this Agreement and each of the Parties has relied entirely on its own enquiries before entering into this Agreement.

20.7 UQUICK is not a common carrier and shall under no circumstances be liable to you as a common carrier.

20.8 Despite any other matters in this Agreement, UQUICK reserves the right to refuse to deliver any Consignment of any kind for any person, or to refuse the provision of the Service, to any person, at its absolute discretion.

20.9 This Agreement is governed by the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.