

SHEPHERD MOVES TERMS OF USE SHORT-HAND

At Shepherd Moves we are committed to making moving as easy as possible. We have therefore designed a short-hand version of our terms and conditions which make it easy for the client to understand. You can easily see which parts of moving day we need to take care of, and which bits you are responsible for. Please see further down the page for our extended Ts & Cs, and for specific meanings.

1. Your Booking

We need to be told by You what You would like to be moved and where it needs to go. Our Estimate is a guide only and will be based on what You have told Us at that point in time. After Our initial advice, it is up to You to ensure Our standard 20m³ truck is adequate space for Your items. Any lists given to Us will be taken as a guide and not a full inventory, unless otherwise stated. Traffic on the day, long access, stairs etc. can add significant time onto an Estimate and is the Client's responsibility.

2. Adequate Parking

We will park anywhere that You designate that is safe and legal. If a parking spot is deemed as a risk, any agreement to cater for the Client is an agreement between You and the Driver, and We will not be liable. If a parking spot has a time limit, the Client is responsible to ensure adequate time is provided.

3. Moving Day

You need to tell Us in writing prior to the move about any special precautions or fragile goods You would like Us to take. We will cater for all items as directed by You but reserve the right to refuse to take any items for any reason at Our discretion.

As We do not take an itemised inventory during the move, We will act under Your instruction at each location. You need to show Us everything You need moved when We arrive at the pickup. You must check that nothing extra is taken, or items missed.

Sometimes there is more stuff than We discussed during the booking. We will always try to fit it in for You, but We don't always have time or space to do more than We were booked for. If that is the case, We will try to discuss alternative options to get it all done.

If, after loading, We can't deliver Your goods for reasons outside Our control, We will bring them back to Our depot. You will then be responsible for any re-delivery charges. If this happens, We will do our best to contact You to work out any other way of solving the issue.

We will not accept any claim for consequential loss or damage if We refuse, or are unable to move an item or items for any reason.

We will not accept any claims for reimbursement or discounts based on lateness on the day that is beyond our control.

4. Timing Specifics

Our total estimates are based on 'door to door' billing; meaning from when We arrive at Your first address, including any unforeseen waiting times, until We put everything into the new property

exactly how You want it. Billing is always rounded up to the nearest half hour and the time ends once payment is completed. We may provide a discretionary couple of minutes, however, our increments are in firm 30 minutes blocks.

Fleet (Insurance & Fuel) is usually billed as 30-60 minutes as standard on all jobs. Higher fees may be billed on jobs that require a callout outside Melbourne.

Callouts are usually billed for distances over 40km from the CBD. This will be calculated on the estimated time taken to travel from the Metro area. Callouts may also apply to special/specific requests that are booked outside of our usual booking windows I.e. Outside 7-8am, 10am-1pm, 1pm-4pm arrival windows.

5. Payment Arrangements

Please have Your payment ready (Cash, Card or EFTPOS - surcharges may apply to Card) before the guys are due to finish the job. Working time does not stop until payment finalised. Before payment is also an ideal opportunity to inspect Your items before the Team leave. This ensures any guarantee can be upheld.

We must be paid in full at the end of the job. We don't take cheques or offer invoices without prior arrangement.

If You are unable to pay for Your job on completion, We may need to hold on to Your items as security until payment is made. In this case charges may apply to re-deliver those items. Unless a payment arrangement is made items may be disposed of after 28 days.

6. Our Guarantee

We guarantee our work, as Well as providing transit and public liability insurance. This means that as long as We're told about any damage before our team leave the job, We can explore Your options for compensation. These include; 1) Repairing the defect to as close as possible to its original condition or 2) Compensation up to the value of pre-damage market value. In this case, We would require a receipt for the item, and We will work out the estimated value based on depreciation, as well as other factors.

7. What we can't guarantee

We will cover physical damage that is caused by dropping, mis-handling or non securing of items, except in the following circumstances:

1. Outdoor furniture including plants, pots, soil and similar items.
2. Stone, including marble, granite, composite or similar items. We will take these items if they can be safely moved, however We do not cover these items under our guarantee due to their inherent susceptibility to suffer damage upon removal.
3. TVs not packed in their original box, computer equipment, photocopiers, scientific instruments, musical instruments not in hard cases, architectural models, sculptural artwork and washing machines without travel bolts.
4. Pieces of glass not wrapped, or packed safely. This includes picture glass and table tops.
5. Furniture designed to be flat packed, or made of pressed wood, such as IKEA, Fantastic Furniture, Custom made furniture, or similar. These items are inherently susceptible to suffer damage or disorder, no matter how carefully We move them. We recommend disassembly of such items before moving to reduce these risks.
6. Mobile Storage Customers. We will not cover any items packed into mobile storage containers under any circumstances.

7. We will not cover any internal faults where the item was not mis-handled by Us, and was secured properly in the vehicle.
8. Retro, antiques or any items of age (usually exceeding 10 years) will not be covered.
9. Cosmetic scratches, scuffs and dents to items and property.
10. Linoleum defects will not be covered in any circumstances.
11. Any item deemed as a 'Heavy Lift' usually in excess of 100kg.
12. For any non professionals helping, that part of the move and associated items/property will not be covered.
13. Fabric and leather items including beds, mattresses, sofas, cushions and bedding should be appropriately wrapped/packed to avoid any unforeseen defects whilst in transit or loading/unloading.

8. Repairs

We will not reimburse for any repair works that We have not agreed to.

We use our own, professional repairs team. If Your goods are covered and require reparation, We will repair them as close to their original condition as possible.

We will not compensate for any consequential loss or loss of value.

We will not pay repair costs where these are likely to exceed the pre-damage market value of the item - in these cases We will offer compensation to the market value.

Where a replacement or compensation is offered, this is not a new item for old item service. The valuation will take into account the age, depreciation, and wear and tear of the item.

SHEPHERD MOVES REMOVALS TERMS OF USE EXTENDED

1. Definitions In these conditions:

1.1. "We" means [Mates Rates Group Pty Ltd trading as Shepherd Moves] "Us" and "Our" have corresponding meanings;

1.2. "You" means the party entering into the agreement for Services with Us, and includes the party to whom Our quotation is addressed and the party by whom the acceptance is signed, and

"Your" has a corresponding meaning;

1.3. "Ancillary Services" means services which are ancillary to the Services, but which We do not offer or provide, including transportation by sea, rail or air, and transportation of vehicles, trailers, caravans, boats and animals;

1.4. "Goods" means all furniture and other effects which are to be the subject of the Services;

1.5. "Services" means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage;

- 1.6. "Subcontractor" means any person other than one of Our employees who, under any agreement or arrangement with Us (whether directly or indirectly) performs or agrees to perform the whole or any part of the Services;
- 1.7. "Third Party Provider" means any person who We have arranged to carry out any Ancillary Services;
- 1.8. Words in the singular include the plural, and words in one or more genders include all genders.

2. We are not Common Carriers

WE ARE NOT COMMON CARRIERS AND ACCEPT NO LIABILITY AS SUCH. We reserve the right to refuse to quote for the carriage of goods for any particular person and for carriage of any goods or classes of goods at Our discretion

3. Your Obligations and Warranties

- 3.1. Information supplied by You. You warrant that any information which You have provided to Us and on which We have reasonably relied in assessing any quotation or estimate of the resources necessary to carry out the work is accurate.
- 3.2. Owner or Authorised Agent. You warrant that, in entering into this agreement, You are either the owner of the Goods, or the authorised agent of the owner.
- 3.3. Presence at Loading/Unloading. You will ensure that You or some person on your behalf is present when the Goods are loaded or unloaded, except if they are being unloaded into or loaded from store.
- 3.4. Dangerous Goods. You warrant that the Goods do not include any firearms or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage any vermin or pest unless You have disclosed to Us in writing the presence and nature of any such items prior to them being made available to Us for loading. We may refuse to remove such items. If We discover any article or substance of this nature after the Goods have been received by Us, We may take any reasonable action, including destruction or disposal, as We may think fit without incurring any liability to You.
- 3.5. Fragile Goods and Valuable Items. You will, prior to the commencement of the removal, give to Us written notice of any Goods which are of a fragile or brittle nature and which are not readily apparent as such, or which comprise jewellery, precious objects, works of art, antiques, money, collections of items precision, scientific or electrical equipment in any case having a value in excess of \$500.
- 3.6. Goods Left Behind or Moved in Error. You will ensure, to the best of Your ability, that all Goods to be removed are uplifted by Us and that none are taken in error.

4. Method of Carriage, Subcontractors and Ancillary Services

- 4.1. Mode of Carriage. We shall be entitled to carry, or arrange for the carriage of, the Goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other goods being carried on or in the conveying vehicle or container) and by any reasonable means, including, where We consider it necessary or desirable, by sea, rail or air, and for that purpose, as Your agent, to arrange for a Third Party Provider effect such carriage by sea, rail or air.

4.2.Subcontractors.We may use a Subcontractor or Subcontractors to undertake the whole or any part of the Services, but if We do so, We will continue to be responsible to You for the performance of the Services.

4.3.Liability of Subcontractors and Employees. Any provisions in these conditions which limit

Our liability also apply to Our Subcontractors and to Our employees and to the employees of Our Subcontractors. For the purposes of this subclause, We are, or are deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this agreement.

4.4.Ancillary Services. We will or may, at Your request and as Your agent, arrange to have Ancillary Services undertaken by Third Party Providers, but We accept no liability, including liability for any loss or damage, arising out of the provision of Ancillary Services. However, if We arrange for a Third Party Provider to undertake carriage of the Goods by sea, rail or air, and the Goods suffer loss or damage at some time when they are either in Our possession or the possession of the Third Party Provider, and if We cannot establish, on a balance of probabilities, that the Goods were in the possession of the Third Party Provider when that loss or damage occurred, the Goods will be deemed to have been in Our possession at the time.

5. Delivery

We shall not be bound to deliver the Goods except to You or a person authorised in writing by You to receive the Goods. If We cannot deliver the Goods either because there is no authorised person there to receive them on Our arrival, or because We cannot gain access to the premises, or for any other reason beyond Our control, We will be entitled to unload the Goods into a warehouse, and will be entitled to charge an additional amount for storage and for the subsequent re-delivery of the Goods. If this happens, We will endeavour to contact You to ascertain whether You have any alternate instructions.

6. Charges and Payments

6.1.Variation of Work Required and Delay. If the work You ultimately require Us to do varies from the work for which a quotation or estimate has been given, or if We are prevented from or delayed in undertaking the Services or any part thereof (except where that prevention or delay results from a factor within Our control), we will also be entitled to make a reasonable additional charge. We will also be entitled to reimbursement from You of any amount which We have been required to pay to a third party (other than a Subcontractor) to obtain or effect delivery of the Goods.

6.2.Alteration of Dates. If a date for the performance by Us 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.

6.3.Payment by Third Party. If You arrange with Us or instruct Us that Our charges are to be paid by a third party, and if that party does not pay the charges within 14 days of the date set for payment or, if no date is set for payment, within 14 days of the date of invoice, You agree to thereupon pay the charges.

6.4.Default Charges. If amounts are outstanding from You to Us for more than 7 days, We will be entitled to refer any outstanding amounts to a Third Party debt collection agency of Our choosing.

6.5. Deposit Payments. Deposits of no less than our 2-hour minimum plus travel are required to be paid by You to Us prior the job being confirmed as booked. Any jobs that are quoted by US over AUD\$2000 require a 25% deposit to be paid to Us prior to job confirmation. Deposits paid are refundable up to 24 hours prior to your job. Within 24 hours, deposits can be carried over to a new date only due illness or severe hardships. This must be proven in writing from You to Us no later than 12 hours prior to the confirmed start time.

7. Loss or Damage – Private Removals

7.1. Australian Consumer Law. Except where the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, this agreement will be subject to the guarantees set out in sections 60, 61 and 62 of the Australian Consumer Law (as enacted as Schedule 2 of the Competition and Consumer Act 2010) being, in particular, a guarantee that the Services will be rendered with due care and skill, and the following conditions of this clause 7 will apply.

7.2. Negligence. We will only be liable for the proportion to which the loss or damage to the Goods is caused by or contributed to by Our negligence (including the negligence of any Subcontractor). We will not be liable for loss or damage to the Goods caused or contributed to by You or someone else that We are not responsible for at law. We will not be liable for any organic items including plants, trees, soil or pots. All items of this nature should be de soiled and packed before moving by the Client.

7.3. Exclusions. We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control, including any loss or damage occurring in the course of the provision of Ancillary Services by Third Party Providers. For any incomplete payments or agreed discounts on the day, We will not be liable for any further claims. All items and property need to be inspected by the client for defects during the move and before the team leave. If something is found within a reasonable timeframe soon after the team leave and it is reported that same day we can try our best to still determine liability. For anything later than this, there is no guarantee that liability will be held by Us.

7.4. Damage to Goods. If the Goods sustain damage by reason of defective or inadequate packing or unpacking, and the packing or unpacking (as the case may be) was not undertaken by Us or a Subcontractor, We will not be liable. For items that may have become structurally weak due to previous assembly or disassembly by a non professional, bear general wear and tear due to age or the structure has been compromised in any way, We will not be liable.

7.5. Damage to Goods – Inherent Risk. Certain goods (including electrical and mechanical appliances, computer equipment, glass, mirror, marble, concrete, MDF, IKEA items, antiques/retro items, scientific instruments and certain musical instruments) are inherently susceptible to suffer damage or disorder upon removal. Goods that are inherently susceptible to scratches, scuffs and dents are not covered by insurance in any case. Limited or narrow spaces inherently susceptible to scratches, scuffs and dents are not covered by insurance in any case.

7.6. Damage to Goods – Furniture Items. If You have elected not to take out any private insurance over furniture items whilst in transit and We (or Our Subcontractor) did not

package any furniture items for You prior to transit, We will not be liable for damage to the furniture items.

7.7.Lost, Stolen or Misplaced Items. If You have elected not to take out any insurance over the Goods whilst in transit, and We (or Our Subcontractor) have not packed the Goods for You, We will only be liable for lost, stolen or misplaced boxes or items up to an amount of \$100 per box. This cap on Our liability to You does not apply if You provided Us with a completed inventory including valuation of the contents of the box containing the Goods prior to commencement of transit and there is evidence that We (or Our Subcontractor) failed to reasonably secure the Goods whilst in Our custody or care.

7.8.Notification of Loss or Damage. You are responsible at that time to confirm that all of the Goods have been delivered, there are no missing items or boxes and the Goods are in acceptable condition. Any claim for loss or damage under this clause 7 is to be notified by You to Us in writing, or by telephone and later confirmed in writing, as soon as possible and 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 24 hours.

7.9.Maximum Value of Goods. In any claim for loss or damage under this clause 7, any estimate of the inventory and value of the Goods which You have provided to Us, whether for the purposes of insurance or otherwise, will be prima facie evidence that the total value of the Goods did not exceed that estimate at the time of loss or damage. Total value of goods will be determined by age & depreciation, and degree of damage (major and minor) or resale value.

8. Loss or Damage

8.1.Application.If the Services are required by You for the purposes of a home, business, trade, profession or occupation in which You are engaged, the following conditions of this clause 8 will apply.

8.2.Negligence.We will only be liable for the proportion to which the loss or damage to the Goods is caused by or contributed to by Our negligence (including the negligence of any Subcontractor, but excluding the negligence of any Third Party Provider), and in any event that liability will be limited to \$500 per item or package, or \$1,500 in respect of all Goods moved under this agreement (whichever is the lesser).

8.3.Claims.You are responsible at that time to confirm that all of the Goods have been delivered, there are no missing items or boxes and the Goods are in acceptable condition. In circumstances where We are liable under this clause 8, notice of the claim must be given by You to Us as soon as possible, and written notice must be given before the final bill is settled, or at very least on day of the date of delivery. In the case of loss, the date upon which the Goods would ordinarily have been delivered, failing which We will have no further liability.

9. Disputes

9.1.Notification of Dispute. If You or We consider that a dispute has arisen in relation to this agreement (either during the Services, or after they have been completed), written notice of the dispute will be given to the other party. Even if that notice is given, You and We must continue to perform any obligations outstanding by Us under the agreement.

9.2. Dispute Resolution. If You and We cannot resolve the dispute between Us, You are entitled to refer the dispute to the Australian Competition & Consumer Commission (telephone 1300 302 502) which has procedures for dispute resolution, and We, but not You, will be bound by the outcome of that referral.

10. Variation and Notice

10.1. Variation. The terms of these conditions cannot be varied other than by Your and Our mutual consent. Our consent can only be given by a proprietor, director, secretary or manager, and must be evidenced in writing.

10.2. Notice. Any notice to be given by Us to You may be given personally or by prepaid post addressed to Your address last known to Us, or by electronic mail.

11. Applicable Law

11.1. The law which governs this agreement will be the law applicable in the place in which the agreement is made.