

# Marlin Transport Busselton Removals

## Terms And Conditions

### DEFINITIONS

- “Removalist” means Marlin Transport Busselton Removals ABN 46 656 989 034, or any person acting on behalf of and with the authority of Marlin Transport Busselton Removals
- “Client” means any person/s requesting the Removalist to provide the Services, or person/s acting on behalf of and with the authority of the Client entering into this contract
- “Goods” means any goods or cargo together with any container, packaging, or pallet(s) which the Client has requested or arranged to be moved from one place to another by way of the Removalist’s Services, or for storage by the Removalist
- “Services” means all services provided by the Removalist to the Client at the Client’s request from time to time, as described on the quotation

### ACCEPTANCE

- The Client is taken to have accepted and is immediately bound by these terms and conditions if the Client places an order for, or accepts Services provided by the Removalist
- These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Removalist
- These terms and conditions are to be read in conjunction with the Removalist’s quotation, or any other forms as provided by the Removalist to the Client
- The Client expressly warrants to the Removalist that the Client is either the owner, or the authorised agent of the owner, of any Goods or property that is the subject matter of this contract of cartage and/or storage, and by entering into this contract the Client accepts these conditions of contract for all other persons on whose behalf the Client is acting
- The Client recognises that there are always risks involved in the carriage of Goods, many of which are outside the Removalist’s or the Client’s control. All basic quoted prices are for the provision of carriage and other services whereby the Client understands and accepts that there are such risks, accepts any financial detriment or other losses that may result from the performance or non-performance of such work, and agrees that the Removalist shall not be responsible or liable for such losses

## **BOOKING & PAYMENTS**

- On confirmation of booking, a booking deposit is to be paid by the client as per the details provided by the Removalist
- Client to confirm understanding of Terms & Conditions prior to move commencing
- Full remaining payment for the move is to be made by the client prior to the movers leaving the offload location. See late fee charges below
- Payment plans can be discussed and must be approved prior to the removal job taking place

## **QUOTATION**

At the Removalist's sole discretion, the cost of service shall be:

- As indicated on discussion, via email or SMS correspondence provided by the Removalist to the Client; and
- Will be valid for a period of 60 days
- The Removalist reserves the right to amend the discussed quoted price
- All quotes are estimates only as various factors can alter the move costs
- At the Removalist's sole discretion, a non-refundable deposit may be required
- Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card – Visa, MasterCard or American Express (plus a credit card processing fee may apply per transaction), or by any other method as agreed to between the Client and the Removalist
- The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Removalist nor to withhold payment of any invoice because part of that invoice is in dispute
- Unless otherwise stated all prices are exclusive of GST and to be paid in full on completion of delivery or prior if stated otherwise
- Weekday moves are charged at weekday rates
- Saturday moves are charged at time and half rates
- Sunday and public holiday moves are charged at double time rates

## **PROVISION OF THE SERVICE**

- The Service is based on all goods being securely loaded and offloaded at the specified locations
- Rates of our Service is based on an hourly rate for 2 / 3 or 4 men with a 45m cube Pantech truck with 2 tonne tail lift only, for the loading and unloading of your standard household/furniture/goods, plus drive time depot to depot.
- Once delivered, the Removalist accepts no liability for the loss or damages to the Goods
- Unless agreed by us in writing, our quotation does not include the following:
  - Dismantle/re-assemble of any furniture/equipment - charged at hourly rate
  - Packaging of goods into boxes and/or the supply of packing materials - charged at hourly rate, depot to depot \$90/packer, plus packaging costs
  - Any time specified by the Removalist for the delivery of Goods is an estimate only and the Removalist will not be liable for any loss or damage incurred by the Client as a result of move or delivery being late

## **SURCHARGES WILL APPLY FOR THE FOLLOWING**

- Items that are deemed extra heavy, specialty or oversized will incur a surcharge for uplift and offload (e.g. Pool tables, pianos, solid timber furniture, stone or marble items, large pot plants)
- Stairs incur a surcharge to be discussed and agreed on the day with the team on job
- Access issues (e.g.: parking distance from home access is more than 6m, overhanging trees or powerlines, sloping driveways, limited manoeuvrability within the home, household fixtures or fittings obstructing the relocation of items) will incur a surcharge

## **CLIENT-PACKED GOODS**

If the Goods have not been packed by or on behalf of the Removalist, the Removalist shall not be liable for loss of or damage to the Goods caused by:

- The manner in which the Goods have been packed; or
- The unsuitability of the Goods for carriage or storage in the container(s); or
- The unsuitability or defective condition of the container(s)
- The Client agrees to notify the Removalist in writing, prior to pick up, of any Goods that are inherently fragile or of a nature or value that is not readily apparent, and of any special precautions which should be taken when carrying the Goods, of which the Removalist cannot be reasonably expected to be aware

## **CLIENT'S RESPONSIBILITY**

The Client expressly warrants to the Removalist that:

- The Client is either the owner or the authorised agent of the owner of any Goods or property that is the subject matter of this contract, and by entering into this contract the Client accepts these terms and conditions for the Consignee as well as for all other persons on whose behalf the Client is acting
- The Goods are fit for carriage, comply with any applicable legal requirements relating to the nature, condition and/or packaging of the Goods (and that the expenses of complying with such requirements or any other lawful requirements of any authority, other body or the company shall be at the Client's cost) and are not Dangerous Goods
- The person handing over the Goods to the Removalist is authorised to sign and accept these terms and conditions;
- It is solely the Client's responsibility to address adequately each consignment and to provide written delivery instructions to enable effective delivery
- Any packaging, labelling and/or marking by the Client accurately describes the Goods as to content, weight and method of handling or otherwise, complies with applicable dangerous goods codes, any other applicable laws and with any relevant Australian or international standards
- At the Removalist's discretion, where differences or omissions between address and/or contact information written on the consignment and/or other documentation or in any form of communication (including, but not limited to, email and telephone) provided by the Client to the Removalist, the Removalist shall reserve the right to choose which delivery information is followed and shall not be held liable for any associated costs in relocation of the Goods if this address is the incorrect one

## **LOSS OR DAMAGE**

The Client acknowledges that:

- The Goods are carried and stored at the Client's sole risk and not at the risk of the Removalist
- The Removalist shall not be liable to the Client for any loss or damage suffered by the Client directly or indirectly caused

## **CANCELLATION**

- Marlin Transport Busselton Removals or team may at any time the Client is in breach of any obligation under these terms and conditions suspend or terminate the provision of Services to the Client
- Marlin Transport Busselton Removals or team will not be liable to the Client for any loss or damage the Client suffers because the Removalist has exercised its rights under this clause

## **PAYMENTS, DEFAULT OF PAYMENT AND CONSEQUENCES OF DEFAULT**

- Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Removalist's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment
- If the Client owes the Removalist any money the Client shall indemnify the Removalist from and against all costs and disbursements incurred by the Removalist in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Removalist's contract default fee, and bank dishonour fees)
- We reserve our right to withhold goods from the Client if payment has not been made in full by the Client

## **GENERAL**

- The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired
- These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia in which the Removalist has its principal place of business
- Neither party shall be liable for any default due frustration of contract
- Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent, and that this agreement creates binding and valid legal obligations on them
- Marlin Transport Busselton Removals may on occasion be later on arrival on job than estimated due to previous job delays. Marlin Transport Busselton Removals will endeavour to work with all clients to produce the best outcome for time requirements