

Terms And Conditions

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1. Definitions In these conditions.

"We" means MWA Pty Ltd trading as "Man With A Van", ABN 916755254, and "US" and "OUR" have corresponding meanings; "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 corresponding meaning; "Goods" means all furniture and other affects which are to be the subject of the Services; "Services" means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage;

Words in the singular include the plural, and words in one or more genders includes 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.

We have relied upon information supplied by You. You warrant that the information that You have provided Us is correct.

3.2 Owner or Authorised Agent.

You warrant that you are the owner of the goods or authorised to act on behalf of the owner.

3.3 Presence at Loading/ Unloading.

It is agreed that no inventory of the goods being moved and/or stored will be taken. The pre-existing condition of any goods will be verbally agreed upon. In order to agree on these arrangements, You will ensure that You or Your appointed adult representative is present at all times during loading and unloading, in all situations. Where You or Your representative leave, for any amount of time, we will not repair, or compensate You for any damage.

3.4 Fragile Goods.

You will verbally inform us of goods prior to the commencement of the removal or storage which are of a fragile or brittle nature and which are not readily apparent as such and any special precautions that should be taken when carrying those goods that we cannot reasonably be expected to be aware of.

3.5 Goods Left Behind or Moved in Error.

It is Your responsibility to ensure, that all Goods to be removed (other than Goods being removed from storage) or stored are uplifted by Us and that none is taken in error.

3.6 Acceptance of Goods.

At the completion of the move You or Your authorised representative will be asked to sign our feedback sheet. If You or Your authorised representative refuse to sign the record, this refusal will be taken to be a waiver of any right to claim for loss or damage.

4. Method of Carriage

4.1 Mode of Carriage.

We shall be entitled to carry the Goods by any reasonable route, (having regard to all the circumstances including the nature and destination of any Goods being carried on the vehicle) and by any reasonable means.

5. Delivery

We shall not be bound to deliver the Goods except to You or a person authorised 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 alternate instructions.

6. Charges and Payments.

6.1 Delay.

Delays due to traffic conditions, road repairs, selection of route and the like and vehicle breakdown are inherent in the furniture removal industry. We will not be liable for any loss or damage or consequential loss as a result of our being delayed for any reason other than factors within Our control.

6.2 Cancellation or Alteration.

If a date for performance by Us of any Services is agreed upon, and You require that date to be cancelled, or altered within 24 hours of job. We will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.

6.3 Lien On Goods Until Payment Is Received.

All goods being moved shall be subject to a general lien for any outstanding monies owed by You. Should circumstances arise that make it reasonable to conclude that You are unwilling or unable to pay any due charges in the required form or at the required place or time, We reserve the right to retain or refuse delivery of any Goods or to re-enter Your premises and

seize some or all of the goods delivered. Where payment is not received within 14 days, We reserve the right to dispose of the Goods in lieu of payment.

8. Exclusions.

We will not be liable for any loss or damage, nor any delay which results from any cause beyond Our control.

8.1 Damage to Goods.

Packaging. If the Goods sustain damage by reason of defective or inadequate packing or unpacking We will not be liable.

8.2 Damage to Goods - Inherent Risk.

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 being moved no matter how carefully they are handled. We will not be liable in respect of these items.

9. Loss or Damage.

9.1 Must Report Any Damage Before Completion.

As the existing condition of the Goods are subject to verbal agreement, You must inspect all the Goods as they are unloaded and/or relocated AND any damage considered to have been caused by Us must be reported to Us before completion. No claims will be accepted for any damage discovered after We have left the move.

9.2 Our Damage Only.

Where You or a person with Your agreement participate/s in the move, We are not liable for any damage not caused by Us. We will only be liable for loss or damage resulting from Our negligence, and in any event that liability will be subject to the terms and conditions of our insurance policy which are available on application.

9.3 Option to Compensate.

In lieu of repairing Goods We have the option to compensate You to the value of the damaged Goods prior to the damage occurring. If that value cannot be agreed on between Us it shall be assessed by a licensed auctioneer independent valuer chosen between Us and, if We cannot agree, chosen by the President for the time being of the Law Institute of Victoria (or any replacement body). The costs of the valuer shall be borne equally.

9.4 Repair Damage.

We will repair damaged Goods to as near the condition prior to the damage occurring and these repairs will be arranged by Us. No responsibility is accepted for any other losses whatsoever including any consequential loss or loss of value as a result of the repairs.

9.5 Vehicle Damaged.

In the event that damage to goods arises from the transport vehicle being damaged by fire, flood, collision or overturning and We are compensated by Our insurer for the damage to Your Goods, You may be compensated, but only to the extent We are paid compensation by Our insurer for Your Goods.

10. Sets.

Where an item is part of a pair, set, suite or collection of items, repair or compensation will only be extended to the proportionate part of the pair, set, suite or collection of items, regardless of any special value the damaged or lost part may have as part of such a pair, set, suite or collection of items.

11. Parking Infringements.

In the event where it is deemed necessary to park in an area where there is a possibility of being issued a parking infringement you will be verbally notified. You have the option of paying any infringement issued or instructing us to park further away and therefore bearing the additional cost of any extra time taken.

12. Payment.

We accept monies in the form of cash, VISA, MasterCard, or American Express. All credit accounts require approval prior to booking. Payment must be made on completion of the work. Charging for the work will continue until payment has been made.

13. Trade Practices Act.

The promise to repair (or compensate) provided by Us, is in addition to any rights that You may also have arising from the Trade Practices Act or similar legislation. Those additional rights remain to the extent that they cannot be excluded. To the extent that they can be excluded they are. Where they cannot be excluded then such rights and any remedies arising therefrom are modified to the extent permitted by law.

14. Subject to Change.

We may change these Terms and Conditions at any time without notification.

15. Jurisdiction.

The law which governs this agreement will be the law of the State of Victoria, Australia.

