

Terms and Conditions

BY BOOKING WITH OZTRAMOVE REMOVALS YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS.

GENERAL TERMS AND CONDITIONS OF OZTRAMOVE REMOVALS:

1 INITIAL

1.1 INTERPRETATION

In this document “the Contractor” means “Oztramove Removals” and shall include, where mentioned, its employees, and sub-contractors, and “the Customer” means the person authorising the work to be performed by the Contractor and any person on who is given authority by the Customer.

1.2 NOTICE

Any notice given to the Customer will be done via phone call or text message as soon as the Contractor is possible able to give that notice.

2 VARIATIONS

2.1 VARIATIONS

This contract may be altered by mutual agreement of the Contractor and of the Customer, but as far as these General Conditions are concerned, the Contractor’s consent for any such change may only be given by a partner of Oztramove Removals and must be put in writing.

3 CONTRACTORS RIGHTS AND OBLIGATIONS

3.1 CONTRACTOR

The Contractor can refuse service to any Customer for any reason. Subject to but not excluding unsafe working environment (i.e. profanity to the Contractors and sub-contractors. Also Customers rushing the service of the Contractor or its sub-contractors into a situation where there could be possible damage to the goods being transported or the Contractor and sub-contractors.). Also for any items deemed to be hazardous or dangerous in nature (i.e. Fuel, gas, petrol or anything flammable). Furthermore, any items deemed to be risky and could cause possible damage or injury to the Contractor or our sub-contractors or damage to the goods itself. (e.g. Over the balcony moves or heavy items to be moved in closed in spaces may incur a right to move refusal.)

3.2 ROUTE OF TRANSPORT

The Contractor is entitled to transport the goods by any reasonable route (having regarded all circumstances including the nature and destination of any other goods being carried on the vehicle) and by any reasonable means.

3.4 RIGHT TO ASSIGN

The Customer agrees to these terms and conditions when booking with the Contractor. In replying YES to the confirmation text message, the customer has read these terms and conditions and accepts that they are booking their move accepting these terms and conditions. This means before, during and after their move is concluded. Any Customer who does not agree to these terms and conditions should not book this service provided by the Contractor.

3.4 DELIVERY

(i) The Contractor is not bound to deliver any goods except to the Customer or a person authorised, being over 18 years old, by the Customer to receive such goods.

(ii) If the Customer or person authorised to receive the goods is unable to receive them upon the Contractor's arrival in accordance with the contract, or if the Contractor cannot gain access to the place to which the goods are to be delivered, the Contractor shall be entitled to unload the goods into its own or any other storage area in reasonable proximity to the place to which the goods were to be delivered and, subject to (iii), the unloading shall be deemed to be delivery and the Contractor, after making allowance for any savings, is entitled to make additional charges for storage, handling and delivery of the goods thereafter.

(iii) Before exercising the rights under (ii), the Contractor will take reasonable steps to notify the Customer of the circumstances and the Customer is entitled to give alternate instructions as to the delivery of the goods, provided that after the allowance is made for any savings, the Customer shall be liable to meet any reasonable additional charges set by the Contractor.

3.5 NOTIFICATION OF VARIATION OF TIME OR DATE

In the event of any significant change in the anticipated time or date for the Contractor to pack, load, deliver or unpack the goods, the Contractor shall take reasonable steps to notify the Customer of such changes and of the amended anticipated time or date or arrival.

4 INFORMATION

4.1 ACCURACY OF INFORMATION GIVEN

The Customer is responsible for the accuracy of information (other than estimates of value) given to the Contractor, such as access, size and weight of good. Failure to provide accurate information may result in the job being cancelled by the Contractor and a callout fee being charged by the Contractor.

4.2 AUTHORITY TO DEAL WITH GOODS

In respect of goods being moved by the Contractor at the request of the Customer, the Customer confirms that he/she is the owner of and has the authority to deal with these goods and to enter into this contract and shall indemnify the Contractor against any claim arising or expense incurred as a result of any breach of this clause.

4.3 ATTENDANCE AT LOADING/UNLOADING

The Customer shall ensure that he/she is present during the loading and unloading of the goods. Failure to be present may result in clause 3.4 (ii) being initialised. The Customer is not permitted to access or get into any vehicle being operated by Oztramove Removals or carry goods with the contractors at any time during the removal process due to insurance purposes.

4.4 DANGEROUS OR NOXIOUS GOODS

The Contractor will not move goods of a dangerous, corrosive, highly combustible, explosive, damaging, or noxious nature or not anything likely in the course of the move that will encourage any vermin or pest. The Customer will compensate the Contractor for any loss or damage which may be suffered through the presence of any such article or substance for any goods moved for the Customer and for any claim made by the Contractor or by any other person unless such presence and the nature of such article or substance were in fact disclosed to and known by the Contractor prior to loading or receipt of it. In the event of discovery by the Contractor of any such article or substance after goods have been received, the Contractor may take any reasonable action to remove, destroy or otherwise dispose of or treat the same at the expense of the Customer and without in any way becoming liable for these actions.

4.5 GOODS LEFT BEHIND OR MOVED IN ERROR

The Customer agrees that he/she will ensure to the best of his/her ability that all goods to be moved are given to or taken by the Contractor and that none is left behind or taken by the Contractor in error and the Customer shall compensate the Contractor against any claim arising or expense incurred as a result of a breach of this warranty.

5 CHARGES AND PAYMENTS

5.1 ALL PAYMENTS ARE DUE AT THE REQUEST OF OZTRAMOVE REMOVALS

Oztramove Removals may request payment for services at any time during or before the job commences. All jobs are billed in half hourly increments, from the time the Contractor arrives at the pickup location until all goods are unloaded at the final drop-off location. All trucks are 4 Tonne and 18m³. Any claims of damage are separate from the bill itself and must be reported to Oztramove Removals head office before the contractors leave the customer's premises. The job is not completed until it is paid for in full, any delay in payment will result in the job continuing at the normal rate of payment. If the Customer is not at the pickup and/or drop-off when the Contractor arrives, the Customer will continue to be billed for the job until they arrive.

6 CLAIMS ON GOODS

Oztramove Removals accepts full responsibility for any damage to goods in their care or caused by their sub-contractors as long as the Customer makes the Contractor aware before leaving the premises as it cannot be determined if the damage has been caused by the Contractor or it was caused after the Contractor left the premises. Policy terms and conditions apply including the following additional exclusions;

Excess. Oztramove Removals provides the Customer with Public Liability and Transit Insurance on their behalf at no charge. If the Customer wishes to claim on this insurance, the Customer will pay the excess of \$500.00 to lodge the claim.

Exclusions

The following occurrences are excluded from this indemnity –

(a) Loss or damage of any goods which have not been packed and unpacked by Oztramove Removals or its sub-contractors. (b) Loss or damage of animals, perishables, plants, live items, mechanical items or vehicles. (c) Loss or damage of any antique, piece of jewellery, plate, precious object, work of art, medal, money, coin, stamp, packed carton, electronics, collection of items, fur or piece of precision equipment whose value in any case exceeds \$500.00. It's the client's responsibility to ensure that valuable items are transported under their care, as insurance does not cover the loss of these items. (d) Any damage to the fridge, and white goods are excluded from this insurance policy as it cannot be determined if the item was working before the move, and these items are deemed fragile. All glass, tv's, fridges, fragile items such as stone and marble, Ikea/chipboard furniture, is to be moved at "owner's own risk." Oztramove Removals is not responsible for these items. The Customer understands that they are moving these fragile items at their own risk and do not hold Oztramove Removals or the Contractor liable for any loss or damage for these items. Oztramove Removals is not responsible for any loss or damage due to dismantling or reassembling any item, or the fitting of a washing machine, as the Contractors are not carpenters or plumbers, so the client is aware that requesting the Contractors to complete these tasks are at "owner's own risk". (e) The Oztramove Removals insurance policies do not cover loss or damage to properties, internal or external building damage. The Customer is required to have separate insurance to cover this.

Limitations

The Customer is obliged to make the Contractor aware of any items of excessive value, or any article with family, sentimental, or prestigious connotations (including heirlooms, photographs and prizes), failure to do so will result in the any claim over the goods null and void. Oztramove Removals will pay the Customer the value of the particular article lost or damaged notwithstanding any special value which such article or articles may have as part of any such combination or connotations.

Effect on Contract. While these Insurance Provisions are in force, the General Conditions of Removal and Storage are deemed to be abrogated or modified to the extent necessary for these Insurance Provisions to be effective. However nothing in these Insurance Provisions shall reduce or restrict the Customer's statutory rights in relation to the loss or damage of any goods during removals or storage under the contract.

Claims

Claims must be notified to head office BEFORE the Contractors leave the premises, and the paperwork signed off. If the Customer does not notify head office before this time, any and all claims are null and void and will not be accepted under any circumstances. It is the Customer's responsibility to report any and all damage to the Contractor before they leave the delivery point, otherwise there is no way to verify that the damage in dispute was caused by Oztramove Removals. The Customer or Customer's authorised person must be present at all times during the move, or the insurance policy is not valid under any circumstance. The claim or confirmation should include as much information as is known in regards to the nature and extent of loss or damage, the value of items and the estimated cost of repairs/replacement.