

REDBERRY REMOVALS TERMS AND CONDITIONS

Redberry Removals provides packing, removal and storage services to domestic homeowners and commercial business clients.

Definitions:

- a) 'We', 'Us' and 'Our' means 'Redberry Removals'
- b) 'You', 'Your' and 'Customer' means the party entering into this agreement for our services
- c) 'Goods' means furniture and other effects which are to be the subject of the services
- d) 'Services' means the whole of the work to be undertaken by us in relation to the furniture/goods including removal and storage, if applicable

Redberry Removals undertake to:

1. Supply a written quotation by email/fax prior to booking in a your job
2. Let you know that our Terms and Conditions are available on our website, www.redberryremovals.com.au and should be printed off, signed and faxed to: 07) 36660719; or signed, scanned and emailed to: enquiries@redberryremovals.com.au
3. Take due care and skill with the packing/unpacking, loading and unloading of Customers' furniture/goods
4. Supply the Customer with a copy of the signed invoice at the end of the job
5. Make various payment options available to the Customer such as cash, debit, credit card options
6. Beat any written competitive quotation by 10% - to be negotiated at time of quotation taking place

The Customer (You) agrees to:

7. Sign this document prior to the commencement of the removal or storage of the furniture/goods.
8. Ensure 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.
9. Ensure that if the furniture/goods sustain damage by reason of defective or inadequate packing or unpacking, and the packing or unpacking was not undertaken by us, we will not be liable.
10. In entering into this agreement, you are either the owner of the goods, or are the authorized agent of the owner.
11. Ensure that you or your authorized agent will be present when the goods are loaded or unloaded, and as to save time, no prior inventory of the goods will be made and Redberry Removals will verbally agree on any pre-existing condition of the furniture/goods with you or your authorized agent.
12. Give to us, prior to the commence of the removal or storage, written notice of any furniture/goods which are of a fragile or brittle nature and which are not readily apparent as such, or which comprise jewelry, precious objects, works of art, money, collections of items or precision equipment in any case having a value in excess of \$1000.
13. Report any visible damage before completion and any damages must be listed on the agreement/invoice. Any claim for loss or damage is to be notified by you to us in writing, or by telephone and then confirmed in writing, within a reasonable time after date of delivery. Ideally this should be within 2 days as we will then have the best chance of locating misplaced items or ascertaining the cause of any damage.

14. Ensure, to the best of your ability, that all furniture/goods to be removed or stored are uplifted by us and that none is taken in error.
15. Indemnify Redberry Removals against all claims that result in a loss suffered by you due to any breach of this agreement by you, which include:
 - a. 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 to obtain or affect delivery of the furniture/goods.
 - b. 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.
16. Pay all reasonable costs incurred by Redberry Removals in connection with the recovery of overdue payments owing to Redberry Removals by the Customer plus interest at the maximum rate chargeable under the courts scale
17. - With regards to Commercial Removals and Storage – accept that Redberry Removals will only be liable for any loss or damage resulting from our own negligence and that the liability will be limited to \$50 per item or package or \$500 in respect of all goods moved or stored under this agreement – whichever is the lesser.

Insurance

1. Redberry Removals holds limited coverage of Transit Insurance for furniture/goods that are damaged whilst being transported in a Redberry Removals truck
2. Although due care and skill is taken with every removal job we do, loss or damage can sometimes occur. Customer to obtain their own insurance for loss, damages, etc whilst furniture/goods are not in a Redberry Removals vehicle