



Australian Vanlines

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ACCEPTANCE OF QUOTATION / CUSTOMERS' INSTRUCTIONS

Client's Full Name _____ Our Quotation Ref _____

Date of filling in this form: ____ / ____ / ____

I/We have the pleasure in accepting your quotation for the transfer of our household and personal effects as follows and is in accordance with our standard trading conditions. Copy available upon request.

Requested Packing Dates: ____ / ____ / ____		Requested Uplift Dates: ____ / ____ / ____	
Collection Address In Australia		Phone Numbers	
		(H)	(O)
		(M)	(fax)
Customer Date of Arrival at Destination: ____ / ____ / ____			
Destination Delivery Address		Phone Numbers	
		(H)	(O)
		(M)	(fax)
Destination Contact Address		Phone Numbers	
		(H)	(O)
		(M)	(fax)
Storage Required at Destination? <input type="checkbox"/> Yes <input type="checkbox"/> No		Estimated Delivery Date: ____ / ____ / ____	
Special Instructions			
Door To Door: <input type="checkbox"/> By Air <input type="checkbox"/> By Sea <input type="checkbox"/> By Road <input type="checkbox"/> By Rail		Vehicle: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Door to Port: <input type="checkbox"/> By Air <input type="checkbox"/> By Sea		Cleaning Service: <input type="checkbox"/> Yes <input type="checkbox"/> No	
All Risk Insurance: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Transit Insurance: <input type="checkbox"/> Yes <input type="checkbox"/> No, Insurance is declined, I/We accept consequential liability.			
Insurance Note: Transit cover affords loss or damage to the insured goods when such loss or damage is caused by fire, flood, collision, overturning, or accident to the transit vehicle			
Please invoice all charges to: _____			
<input type="checkbox"/> Private Account <input type="checkbox"/> Company Account (Official company purchase order required)			
Payment Note: Cash or Bank Cheque only on pick up of all removals. Personal cheques will only be accepted after confirmation with your surveyor. All charges will be paid on pickup date. Company authority to order is attached and payment will be made prior to delivery / removal / storage.			
The Standard Association Of Australian Conditions Of Contract form part of this agreement, a copy of which accompanies this quotation. I acknowledge that I have read the conditions of contract and accept them in full.			
Signature: _____		Date: ____ / ____ / ____	
Name: _____			
Email Address: _____			

N.B. We kindly request that this form be completed, authorized and stamped before commencement of services

AUSTRALIAN FURNITURE REMOVERS ASSOCIATION CONTRACT FOR REMOVAL AND STORAGE 2004

1. Definitions

In these conditions:

- 1.1 **"We"** means [*Insert name of removalist and, if a company, ACN number*], and **"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 **"Goods"** means all furniture and other effects which are to be the subject of the Services;
- 1.4 **"Services"** means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage;
- 1.5 **"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;
- 1.6 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 or storage. We may refuse to remove or store 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 or storage, 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, money, collections of items or precision equipment in any case having a value in excess of \$1,000.

- 3.6 **Goods Left Behind or Moved in Error.** You will ensure, to the best of Your ability, that all Goods to be removed (other than Goods being removed from store) or stored are uplifted by Us and that none is taken in error.

4. Method of Carriage and Subcontractors

- 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 other Goods being carried on the vehicle) and by any reasonable means.
- 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.

5. Delivery

- 5.1 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. Storage Conditions

- 6.1 **Inventory.** We will prepare an inventory of Goods received for storage and will ask You to sign that inventory. You will be provided with a copy of the inventory. If You sign the Inventory, or do not do so and fail to object to its accuracy within 7 days of receiving it from Us, the inventory will be conclusive evidence of the Goods received by Us. The inventory will disclose only visible items and not any contents unless You ask for the contents to be listed, in which case We will be entitled to make a reasonable additional charge.
- 6.2 **Contact Address.** You agree to advise Us of an address to which We can forward any notice or correspondence, and to promptly notify Us of any change of address.
- 6.3 **Price Changes.** Our storage charges will be as quoted to You for the first 26 weeks of storage. After 26 weeks, We may change the storage charges from time to time on giving 28 days' written notice to You.

6.4 **Warehouse Change.** We are authorised to remove the Goods from one warehouse to another without cost to You. We will notify You of the removal and advise the address of the warehouse to which the Goods are being removed. Not less than 5 days before removal (except in emergency, when such notice will be given as soon as possible).

6.5 **Inspection of Goods in Store.** You are entitled, upon giving Us reasonable notice, to inspect the Goods in store, but a reasonable charge may be made by Us for this service.

6.6 **Removal From Storage.** Subject to payment for the balance of any fixed or minimum period of storage agreed, You may require the Goods to be removed from store at any time on giving Us not less than 5 working days' notice. If You give Us less notice, We will still use Our best endeavours to meet your requirement, but shall be entitled to make a reasonable additional charge for the short notice.

6.7 **Compulsory Removal and Disposal.** You agree to remove the Goods from storage within 28 days of a written notice of requirement from Us to do so. In default, We may, after 14 days' notice to You, SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable, by private treaty and apply the net proceeds in satisfaction of any amount owing by You to Us.

7. Charges and Payments

7.1 **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 of any part thereof (except where that prevention or delay results from a factor within Our control), 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.

7.2 **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.

7.3 **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.

7.4 **Default Charges.** If amounts are outstanding from You to Us for more than 30 days, We will be entitled to charge interest at the Commonwealth Bank maximum personal overdraft interest rate for amounts not exceeding \$100,000 from time to time, calculated on daily rests.

7.5 **Contractual Liens.** All Goods received by Us will be subject to a general lien for any moneys due by You to Us relating to any Services provided under this or any other agreement. Without prejudice to any other rights which We may have under this contract or otherwise at law, if any amounts have been outstanding for a period of 26 weeks, We may give 28 days' written notice to You of intention to sell, and if the outstanding amount is not paid

within that period, We may SELL ALL OR ANY OF THE GOODS by public auction or, if that is not reasonably practicable, by private treaty and apply the net proceeds in satisfaction of the amount due.

8. Loss or Damage – Private Removals and Storage

8.1 **Trade Practices Act.** 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 warranties implied by section 74 of the *Trade Practices Act 1974* being, in particular, a warranty by Us that the Services will be rendered with due care and skill, and the following conditions of this clause 8 will apply.

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

8.3 **Damage to Goods – Packaging.** 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.

8.4 **Damage to Goods – Inherent Risk.** Certain goods (including electrical and mechanical appliances, computer equipment, scientific instruments and certain musical instruments) are inherently susceptible to suffer damage or disorder upon removal. Unless that damage or disorder results from the want of due care and skill on Our part, We will not be liable.

8.5 **Notification of Loss or Damage.** Any claim for loss or damage under this clause 8 is to be notified by You to Us in writing, or by telephone and later confirmed in writing, 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 2 working days.

8.6 **Maximum Value of Goods.** In any claim for loss or damage under this clause 8, any estimate of the 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.

9. Loss or Damage – Commercial Removals and Storage

9.1 **Application.** If the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, the following conditions of this clause 9 will apply.

9.2 **Negligence.** We will only be liable for loss or damage resulting from Our negligence, and in any event that liability will be limited to \$100 per item or package, or \$1,000 in respect of all Goods moved or stored under this agreement (whichever is the lesser).

9.3 **Claims.** In circumstances where We are liable under subclause 9.2, notice of the claim must be given by You to Us as soon as possible, and written notice must be given within 14 days of the date of delivery or, in the case of loss, the date upon which the Goods would ordinarily have been delivered, failing which We will have no further liability.

10. Insurance

10.1 **Our Insurance.** We offer to arrange for the Goods to be insured during transit and storage, and details of the type of insurance and the rates are set out in Our quotation

and/or will be provided on request. This insurance will only be arranged if You request Us in writing to do so (including by so indicating in Your written acceptance of Our quotation).

10.2 Other Insurance. You may, of course, arrange insurance with an insurer of Your choice.

10.3 Assignment. If We, in discharge of any liability, make payment of any amount to You in respect of loss of, damage to or delay in delivery of the Goods, You hereby assign to Us all rights which You have under any policy of insurance to recover that amount and You hereby irrevocably appoint Us as your attorney with full power in Your name to claim and recover that amount and You will execute all documents and provide all information as may be necessary to enable Us to obtain the full benefit of this clause.

11. Disputes

11.1 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.

11.2 Dispute Resolution. If You and We cannot resolve the dispute between Us, You are entitled to refer the dispute to the Australian Furniture Removers Association (telephone 1800 671 806) which has procedures for dispute resolution, and We, but not You, will be bound by the outcome of that referral.

12. Variation and Notice

12.1 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.

12.2 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 facsimile to a facsimile number at that address, or by electronic mail.

13. Applicable Law

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

NOTES FOR GUIDANCE ON INSURANCE

(These notes are not part of the contract)

You are strongly advised to arrange adequate indemnity or replacement value insurance coverage (these types of insurance are explained under what will I be covered against?). The coverage should be against loss or damage to goods during transit whether such transit is by road, rail, sea or and whilst the goods are stored by the Contractor.

WHY DO I NEED INSURANCE?

Regardless of any claim, which you may have against the Contractor under the General Conditions of Removal and Storage, there are a wide variety of circumstances in which the Contractor will not be liable to make good any loss or damage suffered by you. For instance, although you may be entitled to compensation for loss or damage resulting from lack of due care and skill by the contractor, if the goods are damaged in an accident which does not involve fault on the part of the Contractor or his driver, the Contractor will not be liable for any loss of or damage to your goods sustained in that accident. Note too that in the case of loss of or damage to goods in storage, the liability of the Contractor is strictly limited.

HOW DO I OBTAIN INSURANCE?

Insurance may be effected by arrangement with an insurance company of your choice or through the Contractor. If you wish to use the Contractor complete the appropriate portion of the Acceptance by Customer section of the Removal and Storage Quotation.

If you ask the Contractor to arrange your insurance, the premium will be added to the removal and/or storage charges. The Contractor will issue a document specifying the terms of the insurance. It is important that you obtain this document and examine all these terms in advance.

SPECIAL NOTE: YOU MUST DISCLOSE TO THE INSURER EVERYTHING THAT MIGHT AFFECT ASSESSMENT OF THE RISK AND THE PREMIUM, BECAUSE OTHERWISE YOUR INSURANCE COVER MAY BE PREJUDICED.

HOW MUCH WILL IT COST?

If you ask the Contractor to arrange insurance, the premium will be as shown in the Quotation, Premiums are normally calculated having regard to such factors: -

- The sum to be insured, which should, for your protection represent the aggregate value of all goods to be carried or stored.
- In the case of removals, the length of the journey.
- In the case of storage, the period for which the goods are to be stored.
- Whether you want indemnity or replacement value insurance.
- Whether you want protection against all customary risks or against a restricted range of risks (e.g. fire, collision and flood only).

SPECIAL NOTE: The normal type of insurance is indemnity value insurance against all customary risks. You may find that some insurers offer neither replacement value insurance nor insurance limited to only fire, collision, overturning and flood.

HOW DO I SELECT THE SUM TO BE INSURED?

It is essential that the goods are insured for their full value (market value in the case of indemnity, replacement value in the case of replacement insurance). If the goods are under-valued any claims will be treated on the basis of average. Which means that any payment is adjusted in the same proportion as the declared value bears to the market or replacement value of the goods.

For example, if \$1000 worth of goods is insured for only \$800, any claim will only receive four-fifths of the value of damage.

Check the examples below and then estimate the value of your own goods.

If you are seeking replacement value insurance, do not allow for depreciation in your assessment.

WHAT WILL I BE COVERED AGAINST?

Your insurance generally should cover you against lost or damaged goods the course of removal or storage. In the case of loss or write-off indemnity insurance will provide for payment of claims on the basis of current market value of the particular goods insured and replacement value insurance will be based on what it will cost you to replace the goods in the case of damage either insurance will generally cover the cost of the repair of goods.

WILL THE INSURANCE BE SUBJECT TO ANY EXCLUSIONS OR LIMITATIONS?

Probably yes, check your proposed insurance.

READ THE INSURANCE DOCUMENT CAREFULLY TO SEE WHAT IS EXCLUDED OR HOW YOUR COVER MIGHT BE LIMITED IF YOU DON'T UNDERSTAND ANY PROVISIONS SEEK FURTHER ADVICE.

For example you may not receive cover for some of the following:

- Goods not packed and unpacked by the Contractor except where the container has been damaged.
- Precious objects or collections (normally valued at over \$200) unless declared to the insurer.
- Loss or damage due to corrosion, contamination, deterioration, decay, infestation, moldiness and electrical or mechanical derangement, unless resulting from physical loss or damage to the goods.
- Consequential loss, for example loss incurred because you may not have use of the damaged or lost goods.
- Loss or damage due to war or nuclear explosion.
- The special value of one article damaged as part of a pair or set, i.e., the insurer may disregard its special value as part of the set in assessing the amount of your claim for loss or damage to the article.
- Decrease in value of antiques because of damage. I.e. cover may be limited to repair of such items.

SPECIAL NOTE: Obviously if you only buy insurance against Fire, Collision, Overturning and Flood you will only be protected against those particular risks.

WHAT DO I DO IN THE EVENT OF LOSS OR DAMAGE?

Examine your consignment on delivery and note any item which may be subject to a claim, any claim for loss of or damage to goods should be notified in writing (or by telephone and later confirmed in writing) to the insurer and the Contractor within a reasonable time after the date of delivery or, in the case of loss, the date upon which the goods would ordinarily have been delivered.

Claims should be made promptly and if possible, within two working days. Check your insurance document and Conditions 7.5.8 and 9.4 of the General Conditions to see the time within which claims should be made.

Please note that your insurance document may contain more extensive exclusions or limitations than under the General Conditions. In such cases you may be able to recover under the General Conditions, more than the insurance company has paid you. See particularly clause 7 of the General Conditions and the provisions of Section 74 of the Trade Practices Act. You should seek specialists advice to determine whether you have such a claim.

The written claim or confirmation should notify all the information you have about the nature and extent of the loss or damage, the value of the items and the cost of repairs.

This insurance is subject to the Institute Cargo Clauses (A) 1/1/82 and the Institute War Clauses (Cargo) 1/1/82, Institute Strikes Clauses (Cargo) 1/1/82 and in addition, to the following clauses, conditions and exclusions:

If you purchase the Insurance arranged by us on your behalf for loss of or damage to your effects the Insurance Conditions set out below will apply.

Please note, that irrespective of whether you do or you do not purchase this insurance our liability for loss or damage to your effects is limited by our trading conditions which forms part of our contract with you.

SUMMARY OF INSURANCE COVER

(COPY OF THIS *MUST BE GIVEN TO EVERY CUSTOMER THAT EFFECTS INSURANCE*)

SUBJECT TO GIVING INSTRUCTIONS TO INSURE

We can arrange on your behalf insurance with Pac Global Insurance Brokerage Inc. to cover your property as summarised below. The policy may be inspected at our office if required.

COVER

All risks of Physical Loss or Damage in transit anywhere in the world.

SUM INSURED

As declared to us on the acceptance form. The sum insured shall not exceed AUD \$100,000 unless confirmed in writing by us.

BASIS OF SETTLEMENT

Insurers will take into consideration the age, quality, degree of use and consequent market value of items when calculating the settlement. The policy is not "**new for old**".

UNDER INSURANCE

If you fail to declare the full market value of your property on the Contract Document, in the event of a claim you will only be entitled to recover from Insurers the proportion of the loss as the declared value bears to the total value of your property. If you under insure you may well suffer.

PAIRS & SETS CLAUSE

When any item is part of a part of a pair or set, Insurers will only pay for the actual parts, which are lost or damaged. No payment will be made for articles that are not damaged.

FURNITURE & ANTIQUE CLAUSE

In the event of damage to any article of furniture or article of an antique nature, the Insurers will only pay the reasonable cost of repairs. No payment will be made for depreciation consequent thereon.

LIMITS FOR CLAIM NOTIFICATION

For removals and storage within Australia: All claims must be notified to Australian Vanlines whether unpacked or not, within 7 days of delivery of the property or in the case of non-delivery, 7 days from when the property would normally be delivered.

POLICY EXCESS

You are responsible to pay the first AUD \$250 of each claim in respect of Motor Vehicles and AUD \$150 of each claim in respect of all other goods.

EXCLUSIONS

No cover is provided on the following:

1. Jewellery, Watches, Precious Stones, Money, Coins, Deeds, Bonds Securities and Stamps of all kinds except whilst in store in locked safe(s), or Strong Room(s).
2. Livestock of any kind.
3. Loss and/or damage caused by wear and tear, gradual deterioration (including the deterioration of contents deep freeze units), Moth, insect and/or vermin, inherent vice and latent defect of the leakage of liquid from any receptacle or container.
4. Furs, Perfumery, Tobacco, Cigars, Cigarettes, Wines, Spirits and the like, explosives, except whilst carried or stored in the course of a household removal.
5. Mechanical or electrical damage or derangement of clocks, Barometers, Refrigerators, Freezers, Washing Machines and other domestic appliances, Radios, Televisions, Record Players or Tape Recorders, Hi-Fi equipment, Video equipment, Typewriters, Sewing Machines, Scientific or Musical Instruments, Computers, Accounting machines unless reasonably attributable to physical damage to such items from an external cause, or following Fire, Flood, Collision or Overturning of road vehicles or other conveyances.
6. Breakage, Denting, Chipping, Bruising, Chafing, Buckling, Scratching and the like in respect of Owner Packed Goods.
7. Loss of data records other than cost of blank data carrying material.
8. Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (Whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.
9. Consequential Loss of any kind or description.
10. Confiscation or seizure of goods by Customs or Government Agencies.
11. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
12. Loss or damage from:
 - (a) ionising radiation's or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.