

Gold Coast Local Moves

Terms & Conditions

1. Definitions

In these conditions:

“**Australian Removal Quality System**” refers to the description on the Local Moves website
“**Charges**” mean Local Moves’ quoted charges for transport calculated at the hourly rates, plus any other charges mentioned in Clause 7, and/or other agreed rates or costs, and any tax including a goods and services tax (“GST”) levied directly on a transaction or supply under these conditions.

“**Local Moves**” means the registered business of “Gold Coast Local Moves” also trading as “Cheap Moves” (ABN 85 792 178 538) and its authorised representatives.

“**Local Moves website**” means the Local Moves website at <http://www.localmoves.com.au>

“**Customer**” means the person named as such in the booking details completed online or on the Local Moves booking sheet completed on the telephone or in person as appropriate and includes any person who actually gives us instructions for the removal of the goods and the owner and the person receiving the goods.

“**Goods**” mean the goods accepted from the customer with any container, packaging or pallets supplied by or for the customer.

“**One truck one trip guarantee**” refers to the description on the Local Moves website

“**Person**” includes any person, firm, corporation, governmental authority or state or federal government.

“**Third Party**” means any person who is not a party to the relevant agreement for transport in the relevant capacity.

“**Transport Contractor**” means any person Local Moves arranges to transport the goods.

“**Transport**” means the whole of the packing, consolidation, carriage, services undertaken relating to the goods and includes any packaging or wrapping materials supplied by Local Moves.

2. Transport basis

2.1 Local Moves agrees to act as agent for transport contractors in relation to agreements to provide transport services to customers and is not a principal party to such agreements

2.2 Local Moves is not a common carrier and does not accept any liability as a common carrier and may refuse to arrange to transport goods or any class of goods for any person

2.3 Transport contractors may carry out minor work to dismantle or re-assemble items of furniture at their discretion but are not obliged to do so. Any damage to items in the course of such works is at the Customer’s sole risk.

2.4 The removal of large, heavy or cumbersome items such as safes, pianos and billiard tables can only be carried if Local Moves are advised at the time of booking and the costs of removal will be quoted separately if available.

2.5 Removal out of windows, over balconies and terraces or via lifts will only be carried out if it is safe to do so and any use of cranes is not included in Local Moves normal charges and must be specified at the time of booking and will be charged separately.

2.6 Notice must be given at the time of booking if packing, wrapping or unpacking services are required. Un-packing is usually limited to placing the items on the floor or some other flat surface and does not include filling cupboards or drawers, cleaning any areas, making beds or any other services unless expressly agreed to by Local Moves.

2.7 Times given for upload and deliveries are estimates only and transport contractor will use reasonable endeavors to adhere to them.

3. Customers Obligations

The customer must:

3.1 inform Local Moves of all information relative to the move that will affect the amount of men, size of truck and time the removal will take

3.2 not tender for transport any perishable, volatile or explosive goods or goods which are or may become dangerous, inflammable or offensive (including radioactive materials) or which are or may become liable to damage any person or property without first presenting to Local Moves a full written description disclosing the nature of those goods.

3.3 make the goods suitable for transport including all necessary packing and wrapping unless included in the booking. Additional charges will apply if the customer fails to ensure that the goods are ready for transport as required.

3.4 ensure that the customer is present when the goods are loaded and unloaded.

3.5 ensure that all goods to be removed are uplifted and that none are taken in error.

4. Customer’s warranties and indemnities

The customer warrants:

4.1 it is either the owner or the authorised agent of the owner of the goods and it accepts these conditions for itself as well as for any other person for whom the customer is acting.

4.2 it has been made aware insurance is the responsibility of the customer and Local Moves takes no responsibility for insuring the customer’s goods or for any loss or damage which occurs; and

4.3 neither it nor any other person will make an allegation or claim against Local Moves or any other person about the transport AND the customer indemnifies Local Moves from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, the customer’s obligations or these conditions.

5. No Damage Guarantee- “If we break it we fix it”

5.1 Our conditions of trade are that we guarantee we shall repair (at our cost) any damage caused by us to your goods subject to the following conditions:

5.2 Customer must be present at removal site at all times

5.3 Customer notifies the driver or our office prior to the completion of the removal that damage has occurred

5.4 Repair is done by Local Moves to the value not exceeding a total of \$300 per removal

5.5 If item/s is un-repairable Local Moves will pay the market value of the item/s not exceeding total of \$300 per removal

5.6 The Customer must pay for the removal in full immediately on completion of the removal or the no damage guarantee will no longer be valid

5.7 Items not covered by the guarantee include; default in furniture structure, items not packed by Local Moves, items that should be in a box that are not, leather or cloth furniture not wrapped in plastic (plastic covers to be provided by customer), operation of electrical appliances (only if obvious external damage has occurred), existing damage including dents & scratches (a proportion of repair cost will be calculated if damage already exists to item/s), water damage of any kind, miss-placement or loss of item/s unless an inventory is completed prior to the removal at the request of the customer, request of customer to carry and/or transport item/s in a non-standard manner, difficult access resulting in damage to items, customer being involved in the carrying/transport of an item.

5.8 When damages are paid for or repaired in accordance with our No Damage Guarantee, the customer exempts Local Moves from any liability or responsibility of any future costs of damages including, but not limited to, the customers’ claims through their own insurance.

6. Local Moves’ Rights

6.1 If in Local Moves’ opinion the goods are or are liable to become dangerous, inflammable, explosive, volatile, offensive or damaging in nature, Local Moves may at any time and at the Customer’s cost authorise the transport contractor to destroy, dispose of, abandon or render them harmless without compensation to the Customer or any third party and without prejudice to Local Moves’ right to any charges.

6.2 If the customer instructs Local Moves to use a particular method of transport or to use sea, rail, road or air, Local Moves will instruct the transport contractor to give priority to that method but if the transport contractor cannot conveniently adopt it, Local Moves may authorise the transport contractor to transport the goods by another method at Local Moves’ sole discretion.

6.3 Local Moves is authorised to instruct the transport contractor to deliver the goods at the address given to Local Moves by the customer or any other address directed by the customer and the transport contractor will be taken to have delivered the goods if at either address the transport contractor obtains from any person an acknowledgement of delivery.

6.4 If the address is unattended or the customer fails to take delivery of the goods, Local Moves and/or the transport contractor may:

6.4.1 deposit the goods at the customer’s address;

6.4.2 store the goods; or

6.4.3 return the goods to the customer

6.4.4 if the transport method is rail, deliver goods to the nearest railhead and its action under 6.4.1, 6.4.2, 6.4.3 or 6.4.4 will constitute delivery.

6.5 If any identifying document or mark is lost, damaged, destroyed or defaced Local Moves or the transport contractor may open any document, wrapping, package or other container in which the goods are placed or carried to inspect them either to determine their nature or condition or to determine their ownership or destination.

6.6 Local Moves may authorise the transport contractor to consolidate the goods with others and as principal or agent will arrange for transport of the goods by such transport contractor on such terms as Local Moves shall in its absolute discretion determine and the customer shall be bound by such terms and will make no claim relating thereto.

6.7 If Local Moves believes it is necessary or desirable, Local Moves may authorise deviation from the usual route or method of transport.

7. Charges

7.1 The customer must and, if a person other than the customer is nominated at the time of booking, then that person also must, for hourly rate removals:

7.1.1 pay the driver at the time of completion of the removal at the delivery address

7.1.2 if the driver must wait for the customer to organise funds, that waiting time will be charged at the same removal hourly rate

7.1.3 pay cash unless otherwise authorised by the transport contractor

7.1.4 pay in full the total charge of the removal, regardless if there are any damages to goods whether they are insured or not

7.2 The customer must and, if a person other than the customer is nominated at the time of booking, then that person also must, for fixed price removals:

7.2.1 cleared funds must be received 48 hours prior to removal otherwise Local Moves may decline to continue with the removal at it’s sole discretion.

7.2.2 to pay the driver any extra charges due to additional volume being moved or difficult access at uplift or difficult access at delivery that was not disclosed accurately enough to Local Moves at the time of booking

7.2.3 will have sufficient cash on their persons to pay these extra costs immediately to the driver at the time the extra charge is realised

7.2.4 The charges are earned as soon as the goods are picked up and whether they are delivered to the customer or not and whether damaged or not.

7.3 Local Moves will not refund any payment for charges under any circumstances.

7.4 If any charges are not paid by the customer on the date for payment, the customer must pay interest on the unpaid charges at a rate 4% higher than the prevailing rate under the Penalty Interest Rates Act 1983 and pay any charge or amount owing to Local Moves under any other contract

8. Exclusions and Limitations

8.1 Local Moves’ “One truck one trip guarantee” is on the basis that;

8.1.1 if the transport contractor’s truck isn’t big enough for one trip from the uplift address to the delivery address on a removal charged at an hourly rate, the extra travel time is free of charge

8.1.2 the extra time is: the time it takes to travel back to the uplift address & the time it takes to travel from the uplift address back to the delivery address

8.1.3 if the distance of travel is deemed by Local Moves at the time of booking as unreasonable to honour this guarantee, Local Moves has the right to revoke the guarantee by informing the customer prior to completion of the removal booking

8.1.4 Local Moves does not guarantee the transport contractors truck will be big enough to fit all goods in one load, it simply guarantees compensation to the customer under 8.1.1, 8.1.2 or 8.1.3

8.2 The transport contractor is required by Local Moves and not by the customer to perform removal of goods to the standard detailed under the heading “Australian Removal Quality System”

8.2.1 Local Moves or the transport contractor will make all efforts to fulfil these requirements

8.2.2 Local Moves or the transport contractor are not liable in any way for any compensation to the customer if these requirements are not fulfilled

9. Trade Practices Act

These conditions are subject to any applicable implied warranty in the Trade Practices Act 1974 that cannot be excluded, restricted or modified. Where any liability that cannot be so excluded, restricted or modified applies then such liability will be limited to one of the following at Local Moves’ option: the replacement or repair of the relevant goods or the supply of equivalent goods or the payment of the cost of replacing the goods or of acquiring equivalent goods or the supply of the relevant services again or the payment of the cost of having the services supplied again.

10. Severability

If a condition or part is unenforceable and cannot be read down so as to be valid the unenforceability does not affect any other part of the condition or any other condition.

11. Variations and Waiver

11.1 Local Moves is not bound by any waiver, discharge or release of a condition or any agreement which varies these conditions unless it is in writing and signed for Local Moves by an authorised officer.

11.2 If Local Moves waives a breach of a condition the waiver does not operate as a waiver of another breach of the same or any other condition or as a continuing waiver.