

Cheap Moves Terms & Conditions

1. Definitions

In these conditions:

“**Australian Removal Quality System**” refers to the description on the Cheap Moves website

“**Charges**” mean Cheap 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.

“**Cheap Moves**” means the registered business of Cheap Moves (ABN 24 645 545 395) and its authorised representatives.

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

“**Customer**” means the person named as such in the booking details completed online or on the Cheap 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 Cheap 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 Cheap 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 Cheap Moves.

2. Transport basis

2.1 Cheap 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 Cheap 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 Cheap 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 Cheap 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 Cheap 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 Cheap 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 Cheap 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.

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 Cheap 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 Cheap Moves or any other person about the transport AND the customer indemnifies Cheap Moves from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, the customer’s obligations or these conditions.

Cheap Moves’ Rights

6.1 If in Cheap Moves’ opinion the goods are or are liable to become dangerous, inflammable, explosive, volatile, offensive or damaging in nature, Cheap 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 Cheap Moves’ right to any charges.

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

6.3 Cheap Moves is authorised to instruct the transport contractor to deliver the goods at the address given to Cheap 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, Cheap 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 Cheap 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 Cheap 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 Cheap 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 Cheap Moves believes it is necessary or desirable, Cheap 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 Cheap Moves may decline to continue with the removal at its 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 Cheap 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 Cheap 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 Cheap Moves under any other contract

8. Exclusions and Limitations

8.1 Cheap 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 Cheap Moves at the time of booking as unreasonable to honour this guarantee, Cheap Moves has the right to revoke the guarantee by informing the customer prior to completion of the removal booking

8.1.4 Cheap 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 Cheap 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 Cheap Moves or the transport contractor will make all efforts to fulfil these requirements

8.2.2 Cheap 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 Cheap 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 Cheap 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 Cheap Moves by an authorised officer.

11.2 If Cheap 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.