

# TERMS AND CONDITIONS OF TRADE, AND DAMAGE REPAIR/COMPENSATION POLICY

This document contains the conditions of all trade between *Scotty's – "The Movers!"* whose principle place of business is 17 Goodman Place, Murarrie 4173 (hereinafter referred to as "we" , "our" or "us") and our customers (hereinafter referred to as "you" or "your".)

In the event of damage to your goods as a result of our relocation service, we will compensate you for damage or repair damage that is our fault and caused by us.

To "repair" means to repair the damaged item, as near as possible, to its condition prior to the damage occurring. Such repairs will be arranged by us. No responsibility will be accepted for any other losses including loss of income, or loss of value to the repaired item, or loss to the value of a set where the damaged item was part of a set. To "compensate" means to pay you an agreed amount in lieu of repairing the goods. The amount of compensation offered will be determined by taking into account the purchase price of the item, the pre-damage condition, the severity of the damage and the age of the item. If an amount offered as compensation is not considered by you to be fair and reasonable, we advise you have the right of appeal through the Small Claims Tribunal.

Our Terms and Conditions of Trade, and our Damage Repair/Compensation Policy are subject to the following:

1. **YOU OR YOUR ADULT REPRESENTATIVE MUST BE PRESENT ON THE JOB AT ALL TIMES.** To save time no inventory will be written so pre-existing condition of goods must be verbally agreed upon. Therefore, you must be present to instruct our crew at the commencement of the job, be available to discuss any extenuating circumstances, and be present to inspect your items as they are being unloaded. If you or your representative are not present at these times, for any reason, then Scotty's – "The Movers!" will not accept liability for any alleged damage as the pre-existing condition or mitigating circumstances cannot be verbally established.
2. **ANY DAMAGE MUST BE NOTED IN WRITING ON YOUR INVOICE ON THE DAY OF YOUR MOVE.** Please ensure you are satisfied with the condition of your goods as they are unloaded as no claim will be accepted for any damage that is not noted on your invoice for any reason whatsoever EXCEPT where we have prepacked small items into boxes. We will accept claims for damages to items prepacked by us for up to 48 hours after your move is completed. Any such damage must be reported via telephone to 1300 669 409 (voicemail if after hours) or via email to [sales@scottysthemovers.com.au](mailto:sales@scottysthemovers.com.au) . Further, where such damage is discovered, the broken goods are to be left as found and no further unpacking of the relevant container is to occur without our approval as we reserve the right to inspect the damage in the relevant container.
3. **YOU WILL CONTACT OUR OFFICE STAFF TO REQUEST PROCEDURES COMMENCE FOR COMPENSATION OR REPAIR.** In the event of damages occurring on your move and where you have noted these on the invoice as specified above, you will contact our office staff within 10 days of your move to request we begin the claims procedure.
4. **YOU MUST SIGN AFTER THE COMPLETION OF SERVICE.** Upon completion of our service you must sign the invoice in the appropriate place. Failure to sign off the completion of the job will be interpreted as a job completed without damage or incident and no liability will be accepted for any alleged damages.
5. **MOTOR VEHICLE ACCIDENT.** Where damage is the result of a motor vehicle fire, roll-over or collision we will lodge a claim with our insurers. In this event, the amount we pay to you as compensation for damages will not exceed the amount of our insurance payment.

6. EXCLUSIONS. Liability for damages will not be accepted under the following circumstances:
- a. PREDISCLOSED RISK. When you have been advised by our staff that damage may occur due to the nature or construction of the item, and/or the limited access available for manoeuvrability, we will not accept liability for any damages to your goods or to your building or fixtures, or any other losses incurred as a result of continuing the relocation.
  - b. UNAVOIDABLE RISKS. Some items such as pot plants, fish tanks and statues are more prone to damage than other household items due to their nature. As such we specifically do not accept liability for any damage to these items. Other unavoidable risks include goods that were originally "flat packed" items (for example IKEA products) that are not designed to be transported when assembled. We specifically do not accept liability for damage to these items when no mishandling has occurred.
  - c. UNKNOWN RISKS. We do not accept liability for damages caused by a defect in either goods or property that is not immediately obvious to us. This includes goods of flimsy construction that fall apart when lifted when no mishandling has occurred, and damage caused by a defect in a building that causes a fall or a slip.
  - d. WET WEATHER. We advise that moving in wet weather is inherently dangerous and your goods may incur damage that includes being wet or soiled as a result of them being relocated in inclement weather conditions. We also advise that wet weather can cause some surfaces (both underfoot and of furniture or appliances etc.) to become dangerous and slippery. As such, while our staff will relocate your goods to the best of their ability and in the safest manner they deem possible, we will not accept liability for any damage caused to your goods that is in any way weather related, including damage caused by dropping or falling due to slippery surfaces. No cancellation fee will be charged if you choose to cancel or postpone your move due to inclement weather conditions.
  - e. ELECTRICAL GOODS. Electrical goods may develop faults from being relocated in spite of how carefully they are handled. As such we will not accept liability for internal damage to electrical appliances where we have caused no external damage as a result of mishandling.
  - f. WITHHELD PAYMENT. We will not accept liability for any damages claimed if any of the payment due to us has been withheld for any reason or not paid by cleared funds.
  - g. GOODS PACKED BY YOU. We will not accept liability for damage to any goods not packed by us.
  - h. GOODS MOVED BY YOU. As you have the right to participate in the move, we will not accept liability for any damages to goods that were not moved by our staff or to goods moved by you with our staff assisting.

These Terms and Conditions of trade are in addition to any other rights or remedies that you have under the Australian Consumer law. Those additional remedies remain to the extent that they cannot be excluded. To the extent that they can be excluded then such rights and remedies are modified by these terms and conditions to the extent permitted by law.