

ALTERATION OF FIRM DATES

4.3 If a firm date is agreed upon in the Quotation and Acceptance for the performance by the Contractor of any service hereunder and the Customer requires such date to be altered or the goods are not available on such date, the Contractor shall be entitled to make a reasonable additional charge for any loss or additional expense occasioned thereby.

ATTENDANCE AT LOADING/ UNLOADING

4.4 The Customer shall ensure that he/she or some person on his/her behalf is present during the loading and unloading of the goods except when the goods are being unloaded into or loaded from store.

DANGEROUS OR NOXIOUS GOODS

4.5 The Customer shall not be entitled to require removal or storage of any article or substance which is or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature, nor anything likely in the course of such removal or storage to encourage any vermin or pest. The Customer shall indemnify the Contractor against any loss or damage which may be suffered by the Contractor through the presence of any such article or substance in any goods removed or stored for the Customer, and against any claim made against the Contractor by any other person arising therefrom unless such presence and the nature of such article or substance were in fact disclosed to and known by the Contractor prior to loading or receipt by it. In the event of discovery by the Contractor of any such article or substance after goods have been received by it the Contractor may take any reasonable action in relation thereto including remove, destroy or otherwise dispose of or treat the same at the expense of the Customer and without in any way becoming liable to the Customer.

FRAGILE GOODS AND VALUABLE ITEMS

4.6 The Customer warrants that he/she will, prior to the commencement of the removal or storage, give written notice to the Contractor of any goods which—

- are of a fragile or brittle nature and which are not readily apparent as such; or
- include any jewellery, plate, precious object, objet d'art, work of art, medal, money, stamp, collection of items, fur or piece of precision equipment in any case having a value in excess of \$200.

GOODS LEFT BEHIND OR MOVED IN ERROR

4.7 The Customer warrants that he/she will ensure to the best of his/her ability that all goods to be removed (other than goods ex store) or stored are given to or taken by the Contractor and that none is left behind or taken by the Contractor in error and the Customer shall indemnify the Contractor against any claim arising or expense incurred as a result of a breach of this warranty (which warranty may, if the Customer desires, be satisfied by the provision of an accurate and complete inventory prepared by the Customer).

5 STORAGE CONDITIONS. (Applicable where goods are stored pursuant to the Quotation and Acceptance).**INVENTORY OF GOODS**

5.1 The Contractor shall prepare an inventory of the goods received at the time of their receipt and the Customer or some person on behalf of the Customer shall, if satisfied that the inventory is complete and accurate, sign the inventory or a copy thereof. The Contractor shall provide the Customer with a copy of the inventory. If the Customer signs the inventory or a copy thereof (or does not so sign and fails to object to the inventory within 7 days of receipt thereof from the Contractor), the inventory shall be conclusive evidence of the goods received by the Contractor. Such inventory shall disclose only visible items and not any contents thereof unless the Customer shall so specify, in which case the Contractor shall be entitled to make a reasonable additional charge for the preparation of such inventory.

CONTACT WITH CUSTOMER

5.2 The Customer shall furnish to the Contractor a specimen signature and an address to which the Contractor may forward any notice or correspondence and shall promptly notify the Contractor of any change of address.

PRICE CHANGES

5.3 Where the goods have been stored for a period exceeding 26 weeks, or any longer period agreed upon in the Quotation and Acceptance, the Contractor may change the storage charges from time to time by giving 28 days' prior written notice to the Customer.

CHANGE OF WAREHOUSE

5.4 The Contractor is authorized to remove the goods from one warehouse to another, without cost to the Customer and after not less than 5 working days' written notice (except in emergency when subsequent written notice shall be given as soon as practicable). Such notice shall state the address of the warehouse to which the goods are removed.

INSPECTION OF GOODS IN STORE

5.5 The Customer shall be entitled, upon the giving to the Contractor of reasonable notice, to inspect the goods in store, and the Contractor shall be entitled to make a reasonable additional charge therefor.

REMOVAL FROM STORAGE

5.6 The Customer shall give to the Contractor not less than 5 working days' notice (confirmed in writing) of requirement to remove goods from storage. If the Customer gives the Contractor any lesser period of notice, the Contractor shall use its best endeavours to meet the Customer's requirement but shall be entitled to make a reasonable additional charge for any extra work done.

COMPULSORY REMOVAL, AND DISPOSAL

5.7 The Customer shall remove goods from storage within 28 days or any longer agreed period after written notice by registered or certified mail of requirement to do so given by the Contractor to him/her and, in the event of failure by the Customer to do so, the Contractor may (without prejudice to any other rights or obligations which the Contractor may have under this contract or otherwise at law) SELL ALL OR ANY OF THE GOODS by public auction or (if this is not reasonably practicable) by private treaty and apply the net proceeds in satisfaction of any amount owing by the Customer to the Contractor and hold the balance, if any, on account of the Customer.

GENERAL CONDITIONS (continued)

6 CHARGES AND PAYMENTS.**EXTRA CHARGES**

6.1 Where the work ultimately required by the Customer to be undertaken varies from the work for which a quotation or estimate is given (for instance, as to the nature or quantity of goods to be carried, whether any goods are required to be detached, dismantled, secured, assembled or installed, the nature or location of the premises from or to which the goods are to be carried, the facilities available for packing, where applicable, or loading and unloading or the times or dates upon which the goods are to be carried), the Contractor shall be entitled to make a reasonable additional charge, but otherwise these General Conditions shall continue to apply to the work. The Contractor shall also be entitled to recover from the Customer any amount which he is required to pay to a third party (other than a person to whom any part of the work to be performed hereunder is sub-contracted) to obtain or effect delivery of the goods.

PAYMENT BY THIRD PARTY

6.2 Every special arrangement to the effect that charges shall be paid by any person other than the Customer shall be deemed to include a stipulation that if such other person does not pay the said charges within 14 days of the date set for payment (or if no date is set for payment within 14 days of delivery or tendered delivery of the goods) then the Customer shall pay the said charges.

DEFAULT CHARGES

6.3 The Contractor shall be entitled to charge interest on any amount payable under this contract and overdue for more than 30 days at the rate of $\frac{1}{2}$ per centum per annum or at the Commonwealth Trading Bank maximum personal overdraft interest rate for amounts not exceeding \$100,000 from time to time, whichever is the lower, calculated on daily rests in either case. This is a default clause and should not be interpreted as an offer of credit.

CONTRACTUAL LIEN

6.4 All goods of the Customer received by the Contractor shall be subject to a general lien for any moneys due by the Customer to the Contractor relating to the work and/or the goods and moneys which the Contractor has properly paid or for which the Contractor is liable. If such moneys have been outstanding for a period of 26 weeks, the Contractor may give 28 days' written notice by registered or certified mail to the Customer of intention to sell and, if the amount due is not paid within such period, may (without prejudice to any other rights which the Contractor may have under this contract or otherwise at law) SELL ALL OR ANY OF THE GOODS by public auction or (if this is not reasonably practicable) by private treaty and apply the net proceeds in satisfaction of the amount due and hold the balance, if any, on account of the Customer.

7 LOSS OR DAMAGE—PRIVATE REMOVALS.**TRADE PRACTICES ACT**

7.1 Where the contract involves the transportation of goods otherwise than for the purposes of a business, trade, profession or occupation carried on or engaged in by the person for whom the goods are transported and whether or not the Contractor is a trading corporation, the contract shall be subject to the warranties set out in Section 74 (1) and (2) of the Trade Practices Act 1974, and, in particular, the warranty by the Contractor that such transportation shall be rendered with due care and skill, and the following conditions of this Clause 7 shall apply.

EXCLUSIONS

7.2 Neither party shall be liable to the other for any loss or damage (direct or consequential) occasioned to the other from any cause beyond the control of the Contractor or the Customer, as the case may be, including delay in transit (unless resulting from want of due care and skill or breach of this contract by that other), industrial disputes, acts of God, weather difficulties or acts of third parties.

DAMAGE TO GOODS—PACKING

7.3 Where damage is caused to goods by reason of defective or inadequate packing or unpacking and such packing or unpacking is or was undertaken by a person other than the Contractor, its servant, agent or subcontractor, the Customer is not entitled to recover for such damage from the Contractor.

DAMAGE TO GOODS—INHERENT RISK

7.4 Certain goods (including electrical and mechanical appliances, scientific instruments and certain musical instruments) are inherently susceptible to suffer damage or disorder upon any removal and unless such damage or disorder results from the want of due care and skill on the part of or breach of warranty by the Contractor, the Customer is not entitled to recover from the Contractor for any such damage or disorder.

CLAIMS BY CUSTOMER—NEED FOR PROMPTNESS

7.5 Any claim for loss of or damage to goods under this Clause 7 shall be notified by the Customer in writing (or by telephone and later confirmed in writing) to 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. The Contractor will have the best chance of locating any misplaced items, or ascertaining the cause of damage, if notified within 2 working days of the date on which the goods would have been or were delivered.

MAXIMUM VALUE OF GOODS

7.6 In any claim for loss of or damage to goods under this Clause 7, the estimate of the maximum value of the goods set out in the Quotation and Acceptance shall be prima facie evidence that the total value of the goods did not exceed that value at the time of such loss or damage.

This contract is the Australian Standards Association of Australia composed of representatives of departments and the removals industry.