

Australian Standard[®]

**CONTRACT FOR HOUSEHOLD
REMOVALS AND STORAGE—
CONTRACTOR OFFERS TO SELF
INSURE**

Internal Use Only

This Australian Standard was prepared by Committee CS/22/4, Removals Contracts. It was approved on behalf of the Council of the Standards Association of Australia on 20 December 1988 and published on 23 December 1988.

The following interests are represented on Committee CS/22/4:

Australian Consumers Association
Australian Federation of Consumer Organizations
Bureau of Consumer Affairs, Western Australia
Consumer Affairs Bureau, Queensland
Consumer Affairs Council, Northern Territory
Consumer Affairs Council, Tasmania
Department of Consumer Affairs, New South Wales
Department of Local Government and Administrative Services
Department of Public and Consumer Affairs, South Australia
Department of the Arts, Sport, the Environment, Tourism and Territories
Ministry of Consumer Affairs, Victoria
National Furniture Removers' Association
Trade Practices Commission
University of Sydney, Faculty of Law.

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First published as part of AS 2559—1982.
Revised and redesignated AS 2559.2—1988

PUBLISHED BY STANDARDS AUSTRALIA
(STANDARDS ASSOCIATION OF AUSTRALIA)
1 THE CRESCENT, HOMEBUSH, NSW 2140

ISBN 0 7262 5445 2

PREFACE

This Standard was prepared by the Association's Committee on Removals Contracts to supersede AS 2559—1982. This edition of the Standard includes changes necessitated by changes to the Insurance Contracts Act 1984 and the Trade Practices Act 1974 affecting the provision of removals and storage services to consumers. The Standard is otherwise similar to the 1982 edition.

A standard form of contract for removals and storage was originally requested by the Ministry of Consumer Affairs, Victoria, who felt that some removals firms used contracts in which the conditions were unduly biased in favour of the removalist without reasonable rights being conferred on the consumer. It was also felt that there would be benefits to all parties if the conditions of the contract were set out clearly and unambiguously and this Standard seeks to do this. The Standard was prepared with the active participation of the National Furniture Removers' Association and State and Territory Consumer Affairs Bureaux with the objective of its being used on a voluntary basis.

The opportunity has been taken to provide the contract in two versions for use in different situations regarding insurance.

AS 2559.1 is intended for use where the Removals Contractor offers to arrange insurance on behalf of the customer, with an insurer other than himself.

AS 2559.2 is intended for use where the Removals Contractor offers to act as insurer, i.e. the contractor self insures.

Because of the many types of arrangements that individual removal contractors make regarding insurance, this Standard does not include details of actual insurance provisions. However, notes for guidance on insurance are included with the contract with the object of providing basic guidance on this subject, so that customers may be better aware of types of insurance available and the general effect of, and need for, insurance of goods being removed or stored.

The quotation, acceptance and general conditions of removal and storage should be printed in an easily readable typeface, no smaller than 10 point, in a colour strongly contrasting with the paper, to ensure that the customer can read the contract without difficulty.

NOTE: The size of print used in contracts for consumer transactions, and for the information inserted in contract forms is the subject of legislation in some instances. For example, in South Australia it is dealt with under the Consumer Transactions Act, 1972-1973.

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**Australian Standard
CONTRACT FOR HOUSEHOLD REMOVALS AND STORAGE —CONTRACTOR OFFERS
TO SELF INSURE**

(Contractor's Name/Letterhead, address and telephone number to be provided here)

To
.....
.....
.....

In reply please quote	Quotation No
Date
Contact
Office

REMOVAL AND STORAGE QUOTATION

In response to your enquiry, we have pleasure in submitting the following quotation for the removal and/or storage of household furniture and personal effects. This quotation is valid for acceptance within 28 days of the date shown above, on condition that the Contractor is permitted to commence work within 60 days of acceptance or at any later date agreed at the time of acceptance.

1 ARRANGEMENTS.

Removal and/or storage of household furniture and personal effects (including any fragile and valuable items shown on the schedule below).

- as shown to our representative
- as per assessment or inventory attached
-

(Tick appropriate box)

Other items (e.g. pets, vehicles, boats)
.....
.....

Requested/firm* packing day and date (See Condition 4.3 of the
 Requested/firm* uplift day and date General Conditions)
 Requested/firm* delivery day and date
 Requested/firm* unpacking day and date
 From To

Collection from floor(s) with access
 Delivery floor(s) with access

2 REMOVAL CHARGES.

Transport charge (excluding packing/unpacking) based on value not exceeding \$ \$
 Packing and unpacking charge \$
 Transit insurance (indemnity/replacement*) at \$..... per \$1000 of declared value (\$) \$
 Other charges \$
 Total \$

NOTES:

- If goods are delivered into store, these amounts do not include stowing into store, storage or re-delivery charges.
- If goods are delivered from store, these amounts do not include storage or unstowing charges (which must be paid on or prior to uplift).

3 STORAGE CHARGES.

Weekly rent for first 26 weeks of storage \$ per week
 NOTE: After 26 weeks the rent may change— see Condition 5.3 of the General Conditions.

Storage insurance (indemnity/replacement*) at \$.....
 per \$1000 per week of declared value (\$.....) \$ per week
 Stowing charge Unstowing charge \$ each
 (Tick appropriate box)

Other charges

 \$

* Delete whichever is not applicable.