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1. Definitions

In these terms and conditions, "We" means Celefest Pty Ltd, Trading in Victoria As Move My Stuff, ABN 27 128 523 839 and "US" and "OUR" have corresponding meaning; "You" means the party entering into the agreement for services with us, and includes the party to whom our quotation is addresses and the party by whom the acceptance is signed, and "your" has corresponding meaning; "Goods" means all the furniture and other affects which are to be the subject of the service; "Services" means whole of the work undertaken by Us in connection with the goods including removal and (if applicable) storage; Words in singular includes the plural , and words in one or more gender includes all genders.

2. We are not common carriers.

WE ARE NOT COMMON CARRIERS AND ACCEPT NO LIABILITIES AS SUCH. We reserve the right to refuse to quote for the carriage of goods for any particular person and for any carriage of goods or classes of goods at our discretion.

3. Your obligation and warranties.

3.1 Information supplied by you

We rely on the information supplied by you. You warrant that the information you provided us is correct.

3.2 Agreeing to commence the move

Before we start commencing on your move, the driver may ask the owner / authorized agent to sign a job sheet. The driver will record the job start time,

and the job number on the job sheet and you will be required to accept these terms and conditions by ticking on the checkbox and signing the job sheet. If this job sheet is not signed, the move cannot continue.

3.3 Owner or authorized agent

You warrant that you are the owner of the goods or authorized to act on behalf of the owner. Please make sure that only you or any person authorised by you, are giving us instructions on the move. We will consider any person from your side as the authorised agent, unless you tell us specifically not to follow his/her instructions.

3.4 Presence at loading /unloading

It is agreed that no inventory of the goods being moved/stored will be taken. The pre-existing condition of any goods will be verbally agreed on. In order to agree of these arrangements, You will ensure that you or your adult representative is present at all times during loading and unloading in all situations. If any special remark needs to be recorded, it can be recorded on the job sheet and mutually agreed by you and the driver.

3.5 Fragile Goods

You will verbally inform us of goods prior to the commencement of the removal or storage which is of fragile or brittle nature and which are not readily apparent as such and any special precautions that should be taken when carrying those goods that we cannot reasonably be expected to be aware of.

3.6 Goods left behind or moved in error

It is your responsibility to ensure, that all goods to be removed (other than goods being removed from storage) or stored are loaded to the vehicle by us and none is taken in error.

3.7 Acceptance of goods / Completion of move

At the completion of the move, you or your authorized representative may be asked to sign the feedback / job sheet, which states that the job has been

completed to your satisfaction. The driver will record the price on the job sheet and may ask you to sign it.

4. Method of Carriage

4.1 Mode of Carriage

We shall be entitled to carry the goods by any reasonable route, (having regard to all the circumstances including the nature and destination of any goods being carried on the vehicle) and by any reasonable means.

5. Delivery

5.1 Where / Whom to Deliver

We shall not be bound to deliver the goods except to you or a person authorized by you to receive the goods. If we cannot deliver the goods either because there is no authorized person there to receive them on our arrival or because we cannot gain access to the premises, or for any other reasons beyond our control, We will be entitled to unload the goods into a warehouse, and will be entitled to charge an additional amount for storage and for the subsequent re-delivery of the goods. If this happens, we will endeavor to contact you to ascertain whether you have alternative instructions.

5.2 Inadequate access for pickup or delivery

If the access to the property at pickup / destination is deemed by us to be inadequate for safe transportation of goods, we will not be obliged to carry the goods in / out of the premises. In such a situation, on your discretion, we will either leave the goods outside the premises or we will take it back to the point of origin, which will incur an additional charge as negotiated.

We will not attempt to make any modifications to the property or the goods (such as remove the doors of the house or a fridge etc.) in trying to resolve access issues.

6. Charges and Payments

6.1 Delay

Delays due to traffic conditions, road repairs, selection of route and the like and vehicle break-down are inherent in the Courier / removals Industry. We will not be liable for any loss or damage or any consequential loss as a result of our service being delayed for any reason other than factors within our control. We will take every possible step to try that Drivers arrive at pickup point/ delivery address on time and keep you informed of the delay, but we take no responsibility for any loss or damage that is incurred to you due to this delay.

6.2 Cancellation or Alterations

If a date for performance of any services is agreed upon, and you require that to be cancelled, or altered within 24 hours of job, we will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability. Please read section 10 of this document for more information on Cancellation charges.

6.3 Payment for the services rendered by us

We Accept Cash, Bank Cheque (no personal cheques) and Credit card payments (Visa or Mastercard only). Please note that a 2-3% surcharge will apply to credit card payments to cover for merchant charges by the bank. All Credit accounts must acquire approval prior to the move. Payments must be made at the completion of the move, regardless. It is your responsibility to ensure that you have enough funds to pay the driver at the completion of the move. We, at our discretion, may request the full payment before unloading of the goods can start at the destination. In such a situation, the payment requested will also have an estimate of time that may take to unload the goods. If payment is not made in full in this situation, the unloading of goods will not start until such time the full payment is made. If any dispute arises on the payment amount and cannot be resolved at that time, we reserve the right to refuse to unload / re-possess the goods until the time full payment is made. Please refer to clause 6.4 for more information.

6.4 Lien on Goods until payment is received.

All goods being moved shall be subject to a general lien for any outstanding monies owed by you. Should circumstances arise that make it reasonable to conclude that you are unwilling or unable to pay any due charges in the required form or at the required place or time, we reserve the right to retain or refuse delivery of any goods or to re- enter your premises and seize some or all of the goods delivered. Where payment is not received within 14 days, we reserve the right to dispose the Goods in lieu of the payment for our services. In an event, where we seize any goods, you will be liable to pay the transportation of those goods to/from the Warehouse. You will also be liable for the storage charges that start from \$25/ sq. meter per night. A minimum of one sq. meter, and one night of storage will apply. If goods are seized for non-payment, inventory or a list of goods seized will not be created / maintained. If the seized goods contain perishable items or goods that we determine to be dangerous to store, we will dispose the goods at your cost. Seized goods will be transferred to the storage in 'as-is' condition. After the payment for our services with the storage costs is cleared in our bank account in full, the goods can either be organized to be transported back to the customer by us at our normal charges or you can organize to get it picked up by a mover of your choice from our storage.

6.5 When we are kept waiting (for set rate jobs only)

We may charge you at an hourly rate of \$60 if the driver is kept waiting either at the loading end / unloading end. You will only be given 10 minutes at loading end to load the vehicle and 5 minutes at the unloading end to unload the vehicle. Any time outside these loading and unloading times shall be counted towards detention time and will be charged \$60 per hour. Time is calculated per five minutes.

6.6 Route included in the Price (for set rate jobs only)

The price quoted by any of our representatives will be from one pickup point to one destination point (Point A to Point B). If you want us to make a stop somewhere (within or away from route), the driver will charge extra depending on the distance the driver had to detour. In such instances, \$20 will be the minimum charge, unless negotiated with one of the representatives prior to the job.

6.7 Use of Citylink toll road during the move

The route that our drivers will normally take will not use the Eastlink / Citylink toll roads. However, if it is deemed that the most practicable route involves the use of toll roads or if you wish the use the route that uses the toll roads and instruct our drivers to do so, you will be liable to pay for the toll charges and these will be included in the final job price. A reasonable admin fee may also apply if toll roads are used.

6.8 Price Increments after the agreed booking time.

In an event where you have booked at hourly rate for certain number of hours, and move takes longer than that, the price will increase in 30 minutes increments. For example, you have booked a Van at \$55/hr for 2 hours, and the move takes 2 hours and 15 minutes, you will be liable to pay for 2 hours and 30 minutes. 30 minute prices are exact half of hourly rate.

6.9 Traveling time, to and from the pickup/destination address.

Usually We do not charge to travel to and from the pickup /destination address, but if the pickup or destination is out of Greater Melbourne area or more than 20 kms from Melbourne CBD (Which ever is closer), we may charge you for a travel time which is calculated on the basis of distance and time taken. This will be advised to you at the time of getting a quote or booking the job.

7. Damages

We will not be liable for any loss or damage which results from any cause beyond our control, such as delay, traffic conditions etc.

The goods that we move for you are deemed to be in "transit" from the moment they are picked up by us until the time they are dropped at the intended destination. The goods that we carry / move for you are not automatically insured for damages or loss in transit, because of the fact that we do not know the value of your goods. Although we take all due care to move your goods safely, but accidents can happen. We do recommend obtaining "goods in transit" insurance prior to your move. Our representative can assist in referring you to our insurance brokers who can provide with you a no obligation quote. You may also want to check with your current home and contents provider if they cover your goods while in Transit.

We take all due care in protection of your goods or property and try to ensure that your move is carried out smoothly, but in a situation where a damage occurs to your goods or property, the following terms will apply.

7.1 Damage to goods-Packaging

If the Goods sustain damage by reason of defective or inadequate packaging, you indemnify us of any loss occurred to your goods.

7.2 Damage to goods – Inherent Risk

Certain Goods (including, but not limited to , electrical and mechanical appliances, computer equipment, scientific instruments, certain musical instruments, and furniture made of pressed wood) are inherently susceptible to suffer damage or disorder no matter how carefully they are handled. We will not be liable in respect of these items, in any way.

7.3 Our Liability

Where you (as an individual or representing a business or an organization) or a person with your agreement participates in the move, we will not be liable for any damage not caused by us. If it is evident and agreed that the damage to your goods was occurred due to our fault or negligence, we will attempt to get the damage fixed to a repair value of \$300.

You will bear the first \$150 of any claim made.

If the item is deemed to be un-repairable, our maximum liability towards the item will be \$300 in any one occurrence.

7.4 Reporting the damages

The condition of the goods that we move are subject to verbal agreement, so, any damage caused to your goods / property must be advised to us either during the move or immediately after completion of the move. You must inspect all goods after they are unloaded. No claims will be accepted for any damage after we have left the move.

7.5 Damage to your Property

For the purpose of loading or unloading the goods, you allow us to enter your property at your risk. We will not be liable for any damages caused to the property, contents or fittings caused by our presence in the property. Although we will take all reasonable care in carrying the goods in and out of the premises but you agree to accept this service / assistance at your own risk.

7.6 Damage to third party property

In an event when you advise us to pick up or drop goods from / to a third party premises, we will not be responsible for any damages caused to that third party premises by our presence what so ever. You are advised to arrange the goods to be carried / picked up from outside of the third party premises. If assistance is required and requested by you or your representative at the third party premises, we may do so for a fee as negotiated. Although we will take all reasonable care in carrying the goods in and out of the third party premises but you agree to accept this service / assistance at your own risk and we will not be liable for any damages caused what so ever.

8. Vehicle Damaged

8.1 Damage to Vehicle

In the event that damage to goods arises from the transport vehicle being damaged by fire, flood, and collision or overturning, we will be compensated by Our Insurer for the damages to our vehicle, but we do not have Goods in Transit Insurance and you will not be compensated in any way. It is highly advised that you have Insurance for your goods, or you take the service entirely at your risk.

8.2 Damaged to our Vehicle caused by you

In an event when you or your authorized representative has damaged our vehicle in any way, You shall be liable for all the costs that will be incurred to fix the damage. If it is agreed to get it fixed by an Insurer (either your insurance or our insurance), you shall be liable for any excess that is applicable to process the claim to our Insurer or your insurer.. If you have public liability Insurance, you will be liable for any excess paid to your Insurer.

9. Your Responsibilities

9.1 Safe Environment for our Drivers

It is your responsibility that our Driver is given a safe environment to work at. You are required to speak/deal with our drivers politely AND at any point where our driver feels that it is not safe for him/her to continue working; He/She can leave the premises with/without the goods in the Vehicle. If the goods are in the Vehicle, We have the right to unload the goods at a warehouse. If we are not paid for the Move and Storage of Goods AND goods are not collected from the Warehouse within 14 days, we reserve the right to sell the goods and recover our Costs.

9.2 Parking Infringements

In the event where it is deemed necessary to park in an area where there is an possibility being issued a parking infringement, you will be verbally notified. You will have the option of paying any infringement issued or instructing us to park further away and therefore bearing the additional cost of any extra time taken.

9.3 Parking Charges

In an event, where it is necessary to pay for parking to load/ unload the Goods, you will be liable to pay for any parking charges incurred.

9.4 Payment

It is your responsibility to ensure that you have enough funds to pay the driver for the move. Please refer to clause 6.3 for more information on the terms of payment for the services rendered by us.

10. Cancellation Policy

In an event where you cancel a job, the following conditions will apply.

10.1 Cancel 24 hours before the job time.

If you cancel at least 24 hours before the scheduled time of your job, no cancellation charge will be applied, unless we have not spent any monies preparing for your job, for eg. Hiring other people to help you in your job, buying specific tools for your job or if we have made any specific arrangements for you job and we had to pay for it.

10.2 Cancel within 24 hours and before 4 hours of the job time.

If you cancel the job within 24 hours and 4 hours before the scheduled time of the job, you will be liable to pay a cancellation fee of 50% of the job total. You will also be liable for any other expenses made specifically for your job, for eg. Hiring other people to help you in your job, buying specific tools for your job or if we have made any specific arrangements for you job and we had to pay for it.

10.3 Cancel within 30 minutes or when the job has started.

If you cancel within 30 minutes of the scheduled time of the job, or when the job has started, you will be liable to pay a cancellation fee of 100% of the job total. You will also be liable for any other expenses made specifically for your job, for e.g. hiring other people to help you in your job, buying specific tools for your job or if we have made any specific arrangements for you job and we had to pay for it.

11. Agreeing to these terms

Using any of our services means that you agree to these terms and conditions. We reserve the right to change any terms set out in these terms and Conditions without any prior notice.

11. Governance

The law which governs this agreement will be the law of the state of Victoria.