



Conditions & Guarantee

This guarantee is given by Dundons Removals Pty Ltd (ABN: 21 607 105 476) of 2 Melinda Street, Kallangur Queensland 4503, Australia, hereinafter referred to as "we" or "us"

Our conditions of trade are that we guarantee, we shall (at our cost) repair any damage CAUSED BY US to your goods and/or property, subject to the following conditions.

1. MUST ALWAYS BE PRESENT ON THE JOB: It is agreed that to save time, no inventory of the goods will be made and we will verbally agree on any pre-existing condition of the goods. THEREFORE so we can make these agreements and/or exemptions from this Guarantee, either yourself or your appointed adult representative, must be present at all times during the entirety of the loading and unloading, in all situations. It is agreed that where you or your representative leave, for any amount of time, then the conditions of this Guarantee will become void.

2. MUST ALWAYS REPORT ANY DAMAGE BEFORE COMPLETION: As the existing conditions of the goods are subject to verbal agreement, you MUST inspect all goods as they are unloaded and/or relocated AND any damage considered to have been caused by us MUST be listed on the front of this document. No claims will be accepted for any damages discovered after we have left the move EXCEPT where we have prepacked your small items into boxes. Where this is the case, any damage to any items contained in the boxes packed by us, must be reported to us within 48 hours of the completion of our services. 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 and we are immediately contacted on 0434 978 233 - 24 hours.

3. MUST SIGN AFTER COMPLETION OF SERVICES: On completion of our services this document MUST be signed (in the appropriate place) on the front side of this document. Failure to sign this document ON THE FRONT SIDE voids this Guarantee.

4. Where we pack small items into containers: The standard of prepacking can be varied to suit the distance being moved and/or the style of cartage. UNLESS you specifically (by notation on this document) instruct us otherwise, we shall pack your items to a standard that suits SHORT DISTANCE MOVING by PROFESSIONAL MOVERS. This Guarantee shall only apply WHERE Dundons Removals MOVE THE ITEMS we have packed, as we have no control over the standards of the other cartage services.

5. Our damage only: As you have the right to participate in the move, we are not liable for any damage not caused by us.

6. Repair damage: This Guarantee limits our responsibility to repairing the damaged goods, to as near the condition prior to the damage occurring as possible and that these repairs shall be arranged by us. No responsibility is accepted for any other losses whatsoever including any consequential loss or loss of value as a result of damage or repairs.

7. Option to compensate: In lieu of repairing goods we have the option to compensate you, by paying to you the value of the damaged goods prior to the damage occurring. If the value cannot be agreed on between us it shall be assessed by an independent valuer chosen between us and, if we cannot agree, chosen by the President for the time being of the Queensland Law Society (or any replacement body for that Society). The costs of the valuer shall be paid by the party whose value differs most from the valuers.

8. Sets: Where an item is part of a pair, set suite or collection of items, repair or compensation shall extend only to the proportionate part of the pair, set, suite or collection of items, regardless of any special value the damaged or lost part may have as part of such pair, set, suite or collection of items.

9. Vehicle damaged: Where the damage relates to or arises from the transport vehicle being damaged by fire, flood, collision or overturning and we are compensated by our insurer for the damage to your goods, you will be compensated, but only within the ambit of the amount of our insurance payment.

10. Excluded items: This Guarantee shall not apply;

(a) Identified Risks; where the existing condition / circumstances of an item OR a particular direction or instruction contravenes our normal workmanship standards. SO THAT damage to that particular item MAY be unavoidable, then that item will be listed on the front of this document and this Guarantee shall not apply to that item.

(b) Unknown Risks; where the damage arises from conditions or things which are not known to us, for example from a defect to either goods or property that is not immediately obvious.

(c) Unavoidable risks; where moving an item such as a pot plant or fish tank can cause unavoidable damage due to the nature of the item.

(d) Electrical Goods; to internal damage to electrical goods where we have caused no external damage as some items may develop unavoidable faults no matter how carefully handled.

(e) Your Own Packing; where the packed goods have not been packed by us.

11. Payment withheld: This Guarantee shall not apply where any or all of the payment due to us from you is withheld or not paid by clear funds.

12. Recovery and legal costs: You are liable for any additional cost(s) incurred by us, as a result of us having to recover overdue or outstanding monies.

13. Goods held in lieu of payment: We reserve the right to seize, hold and where payment is not forthcoming, dispose of goods in lieu of payment.

14. Trade Practices Act: The promise to repair (or compensate) provided by us, is in addition to any rights that you may also have arising from the Trade Practices Act or similar legislation. Those additional rights remain to the extent that they cannot be excluded. To the extent then such rights and any remedies arising therefrom are modified to the extent permitted by law.