

The following information has been designed to assist you in providing the best move possible. These Removal Tips form part of the conditions of your move.

Removal

1. My Local Mover will send you an email to confirm your booking.
2. We cannot guarantee an arrival time. Often we will be completing other client's moves before yours and our arrival time will depend on the time earlier moves takes. We will provide you with a time frame the day before your move.
3. Our rates are always charged on a 'depot to depot' basis.
4. We provide a range of [Base Points](#) that are designed to reduce the travelling time you pay for. The Base Point that appears on your Booking Confirmation becomes the 'depot' in our depot to depot rate.
5. Should your suburb be the same as our Base Point suburb, the travelling time charged from the Base Point to your residence will be a minimum of 15 minutes. This shall be charged for travelling to and travelling from any residence that is the same as the Base Point suburb.
6. Upon request, My Local Mover will provide a GPS tracking report of your removal.
7. Should there be any discrepancy between the travel time charged, and the travel time of the truck, we will confirm the travel time from our Base Point to (or from) your residence by referring to the time listed on Google Maps, adding 25% to the time to allow for the additional time a truck takes to move through standard traffic, when compared to a car.
8. If you wish to move on a Saturday there are additional charges.
9. After the initial 8 hours on the removal, the hourly rate quoted increases by \$55.00 per hour.
10. If a move is still occurring after 6:00pm, and has been going for at least four hours, the hourly rate quoted increases by \$55.00 per hour.
11. Tolls are not charged if they are incurred while travelling to or from your move. However if we incur a toll charge while we are moving your belongings, this will be passed onto you. You can choose to instruct the removalist to avoid tolls, however this may increase the travelling time between your addresses and is not recommended.
12. It is the client's responsibility to ensure there is sufficient space for our truck to park in a safe manner, close to your pick up address. If parking for a truck is not available in your driveway, you might like to consider securing street parking in advance.
13. The cost of any parking tickets issued to My Local Mover whilst we are parked onsite at any address related to your move, will be charged to you.
14. Upright Pianos are a specialist items and incur a \$150.00 (inc GST, subject to a flat surface and no steps) surcharge and their removal must be prearranged. Please enquire for a price for larger pianos, and Pool and Billiard tables (Refer Specialist Items below)

15. "Normal access" is deemed to be a house or townhouse with a driveway that a furniture truck can drive on to load or unload removals within 10 meters of your residential structure. Should the access to your properties not fit within this guideline, additional men maybe required at an additional cost.
16. If a third man is required, the additional charge is \$55.00 per hour. This is beneficial for homes that are three bedroom or more and apartments if access is not as per our normal access guideline.
17. Moving Insurance is not included in the cost of the move, and must be undertaken as a separate cost, if you choose to request this cover.

Payment Terms

1. For an Hourly Rate Service, payment is required on delivery by Cash or Credit Card.
2. For a Fixed Price Service we require prepayment prior to your move day by Direct Deposit or Credit Card.
3. We accept Visa, Mastercard and Amex.
4. Credit card payments incur a surcharge of 3%.
5. We do not accept cheques as payment. This includes bank cheques and money orders.

Removal Postponements

1. Any postponements must be advised to us in writing.
2. Any move postponed with less than 1 full working days notice 'may' incur a one hour non refundable surcharge to recover the costs of reallocating our removalists and trucks at short notice. If we are able to do so successfully there will be no charge. If we are unable to reallocate removalists and trucks, a surcharge of 1 hour will be charged.

Removal Cancellation

1. Any cancellations must be advised to us in writing.
2. Any move cancelled with less than 2 full working days notice will incur a one hour non refundable penalty.

Specialist Items

Additional Charges will be incurred for items that are unable to be lifted by 2 men. Please notify us if you have any of the following items:

- Piano, Pianolas or Organs
- Pool or Snooker Tables
- Spas

We reserve the right not to move any of the above listed items, or items of a similar weight if we are not informed of them at the time of the booking.

Vehicle Sizes

Decisions on what size truck to book are made with the information you have provided.

Currently we have small, medium and large trucks available. For extra large households, a combination of any of our range of trucks may also be booked.

To confirm the truck size required, please complete a My Local Mover Inventory that will be emailed to you.

We reserve the right to change trucks based on information provided by you.

Insurance

1. My Local Mover are able to arrange insurance for your goods while they are in transit or storage.
2. You are under no obligation to take out insurance with us, even though you have booked your move with us.
3. Despite all the care and expertise we take, accidents can still happen and some things are outside our control. We will endeavour to ensure there is no loss or damage, however just as you would insure a car, house, contents or travel, we strongly recommend you consider taking moving Insurance.
4. Please ask for our Product and Disclosure Statement (PDS) if you wish to obtain a quote, or purchase insurance. This PDS will explain the insurance in more detail and help you to decide if it is suitable.
5. The premium is based on the total replacement value of the items we are moving or storing on your behalf.
6. To proceed with the insurance, you are required to complete a Household Valued Inventory and Application Form and provide replacement values for your items. This form and the payment must be received prior to your move and prior to My Local Mover providing a Certificate of Insurance.
7. All claims incur a \$250.00 excess.
8. All claims must be reported in writing. A claim form is provided with your Certificate of Insurance in the unlikely event you will need to proceed with a claim.

Moving Boxes and Packing Materials

1. Moving boxes and packaging materials are at an additional cost, unless advised in writing by My Local Mover.
2. Upon request, My Local Mover will deliver to your home, a moving pack containing all new materials including boxes, paper, and packing tape.
3. Any unused items will be collected on the day of your removal by our removalists. An unused item is one that has not been previously used, marked, taped, written on or in the case of a box, folded out of its flat shape.
4. You will not be charged for unused items collected on the day of your move.
5. You will be charged for the materials that have been used or unable to be collected. Charges are at the current prices displayed at <http://www.mylocalmover.com.au/buymovingboxesonline/purchase-individually>

Storage Terms

1. At least 5 clear working days, written notice is required for all moves out of storage.
2. All storage invoices are to be paid by cleared funds at least 1 working day prior to release.
3. If you are collecting, or having your items collected from our storage facility at Hemmant, you will be invoiced a storage handout and supervision fee.
4. As your items will be stored in a Customs Bonded warehouse, access to them is very limited. If you need to access your items while they are in storage, you will need to advise us in writing. Please note that storage handling and supervision fees will apply.
5. All storage invoices are automatically charged to a credit card. A credit card payment form must be completed by you to authorise these payments. If you do not have a credit card, then a minimum of 6 months storage will need to be paid upfront.
6. Non-payment of storage invoices may result in late fees and may also result in your items being classed as 'abandoned'. Abandoned goods become the property of My Local Mover Pty Ltd who will auction or sell the items to recoup the unpaid storage fees.

By placing this booking you agree to the following:

You authorise My Local Mover to arrange the removal of your possessions in accordance with the quotation.

You acknowledge that the Standard Trading Conditions and our Plain English Moving Guide form part of this Agreement and that you have read both documents and accept them in full.

The declared replacement value of your goods for insurance is true and correct.

You understand that undervaluing your goods will result in any claim being reduced.

You understand that in declining transit insurance you accept complete consequential liability.

You understand that heavy items requiring more than two men to lift must be declared before move date.

You or your nominee will be present for the duration of the move.

Preparing for Move Day

1. Gas bottles are to be completely emptied prior to the removal day.
2. If we are moving you from a Fire Ant area you will need a Quarantine clearance for the plants.
3. If you require Transit Insurance contact My Local Mover for our Product Disclosure Statement (PDS), Financial Services Guide (FSG) and Insurance Proposal Form.

On Move Day

1. All vehicles in driveways or lane ways are moved. You must provide clear and unimpeded access for our truck to your property.
2. All owner packed cartons are sealed and ready to move. (Cartons are to weight no heavier than 25 kgs).
3. Small breakable and non breakable items not packed into secured cartons cannot be moved. Do not pack items into plastic bags – they cannot be stacked, and cannot be moved securely or without damage. My Local Mover reserves to right to refuse to move items packed in plastic bags.
4. Cupboards and drawers should all be empty.
5. Items that are able to be dismantled should already be pulled down and made ready by the day of removal. This includes beds (including waterbeds), trampolines, swing sets, gym equipment, outdoor settings, shelving. We are able to bring tools to assist you with this but require prior notice.
6. Please be aware that "flatpac" furniture is not meant to be transported in its assembled state and My Local Mover will not be liable for any damages occurring while moving "Ikea" type furniture.
7. Remove pictures from walls, shelves from cabinets and plates from microwaves
8. Stereos, video's, computers, washing machines, cable TV, networking should all be disconnected.
9. Keys must be removed from all wardrobes, cupboards and filing cabinets and these items must not contain any goods
10. Fridges and freezers need to be emptied and cleaned at least one hour before being moved. We recommend you place tea bags inside fridges and freezers to absorb moisture and to avoid any smell occurring during the move.
11. Fish tanks are to completely emptied, cleaned and dry.
12. We are not permitted to carry any of the following hazardous items: Aerosols, paints, pool chemicals, gas or any other flammable product.
13. Lawnmowers, whipper snippers and motorbikes are to contain no fuel.
14. If we are transporting pot plants we ask that you do not water them less than 48 hours before your removal day. We cannot be held responsible for water damage sustained to your belongings caused by wet and/or leaking pot plants.

On Completion of the Move

1. On completion of loading the truck you (or your nominated Agent) must check your residence, shed, yard, etc. and confirm with our crew that all required goods have been loaded. My Local Mover will not be responsible for any items left behind.
2. For moves charged on an hourly basis, on completion of unloading the truck at your final destination our crew will work out your payment due and you (or your nominated Agent) need to pay this by the agreed method (Cash or Credit card).
3. Any waiting time to make trips to the Bank or an ATM will be charged at our hourly rate. Should there be any dispute with the account, this should be dealt directly with My Local Mover administration staff.
4. If a Tax invoice is required, this will be issued from the office - after your removal and will be either emailed or posted to you.

MY LOCAL MOVER PTY LTD

STANDARD TRADING CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 **'Charges'** has the meaning given at clause 5.1 of these Conditions.
- 1.2 **'Claims'** means claims, demands, complaints, causes of action, cross-claims (and counter-claims), contribution proceedings, actions, rights, suits, or proceedings, (including those for costs only) however arising and whether ascertained or unascertained, or immediate, future or contingent.
- 1.3 **'Company'** means My Local Mover Pty Ltd ACN 144 078 679 and its related bodies corporate within the meaning of that expression in section 9 of the Corporations Act and their officers, employees, agents and Subcontractors.
- 1.4 **'Conditions'** means these Standard Trading Conditions.
- 1.5 **'Customer'** means the person/s named in section 1 of the Order and includes any agent of the Customer.
- 1.6 **'Dangerous Goods'** means such of the Goods as will be, or become, illegal, or noxious, dangerous, hazardous, explosive, radioactive, inflammable, or capable by their nature of causing damage or injury to other goods or to any person or animals or to any thing in which those goods are carried or stored.
- 1.7 **'Goods'** means the goods accepted by the Company from the Customer including any container, packaging or pallets supplied by or for the Customer.
- 1.8 **'Local Transaction'** means any transaction involving the moving of Goods from one location to another location in Australia.
- 1.9 **'Local Transaction Services'** means:
- (a) the packing of such Goods as requested by the Customer at the agreed time and place; and
 - (b) taking delivery of the Goods at the agreed time and place and carrying them to the Place of Delivery.
- 1.10 **'Order'** means the form entitled "Acceptance of My Local Mover Quotation – Service Order" attached to these Conditions.
- 1.11 **'Overseas Transactions Services'** means:
- (a) the packing of such Goods as requested by the Customer at the agreed time and place;
 - (b) taking delivery of the Goods at the agreed time and place in Australia and sending them to the carrier in Australia engaged for the carriage of the Goods from Australia;
 - (c) (in the event of the Goods not being immediately delivered to the carrier) the storage of the Goods at the Customer's sole risk and expense; and
 - (d) the making of arrangements with and the payment of such carriers as the Company will deem fit for the delivery of the Goods to the Place of Delivery.
- 1.12 **'Perishable Goods'** means such of the Goods as will be, or become, in fact or in law, liable to deteriorate in quality and/or value and will include, but not be limited to, fruits, vegetables, dairy products, and meats.
- 1.13 **'Place of Delivery'** means the nominated address for delivery provided by the Customer in the Order.
- 1.14 **'Services'** means the carriage, transport, movement, storage, customs clearance and/or any other service performed or arranged by the Company pursuant to, or ancillary to, this agreement including all Local Transaction Services and Overseas Transaction Services.
- 1.15 **'Subcontractor'** means any person with whom the Company may arrange to effect any Service in respect of the Goods and includes any employee, agent or subcontractor of the Subcontractor.
- 1.16 **'Valuable Goods'** means bullion, currency, coins, precious stones, jewellery, antiques, works of art or anything of significant monetary value.
- 1.17 In the interpretation of these Conditions:
- (a) all monetary amounts are in Australian dollars, unless otherwise stated;
 - (b) the word "person" includes any person, firm, corporation, governmental authority or state or federal government;
 - (c) reference to a corporation includes any related corporation, any predecessor of the corporation and its past, present and/or future employees or directors;
 - (d) reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns;
 - (e) if the Customer consists of more than one person, this agreement binds them jointly and each of them severally; and
 - (f) unless otherwise stated, these Conditions apply to both local and overseas transactions.

2. NOT A COMMON CARRIER

- 2.1 The Company is not a common carrier and accepts no liability as such.
- 2.2 The Company may refuse the carriage of the Goods or any other Service whether before or after the carriage or Service has commenced.

3. STANDARD TRADING CONDITIONS

- 3.1 Services are arranged or performed by the Company subject only to these Conditions which constitute the entire agreement between the Company and the Customer.
- 3.2 These Conditions supersede any other terms or conditions appearing in the Company's catalogues, sales literature or elsewhere.
- 3.3 These Conditions will override and exclude any other warranties, terms or conditions stipulated, incorporated or referred to by the Company or the Customer, whether in any order or negotiations or any course of dealing

established between the Company and the Customer, whether statutory or otherwise.

- 3.4 Any variation or waiver of or modification to these Conditions will be ineffective unless in writing and signed by the Company and the Customer and annexed to these Conditions.
- 3.5 Any commitments in writing or otherwise made by any Subcontractors on behalf of the Company are invalid unless duly verified in writing by an authorised member of personnel of the Company.
- 3.6 The Company may refuse to perform any of the Services in respect of any of the Goods at its discretion.

4. QUOTATIONS

- 4.1 Quotations for the Services are valid for acceptance for 30 days from the date of the quotation.
- 4.2 Quotations are subject to withdrawal or revision without notice at the Company's discretion.
- 4.3 Without limiting clause 4.2 of these Conditions, if any changes occur in the exchange rates between the Australian dollar and any other currency, or of freight, insurance premium or other charges applicable to the transport of the Goods, the Company may revise any quotation or charge accordingly without prior notice.

5. CHARGES AND PAYMENT

- 5.1 The Customer is liable to the Company for all charges incurred in the performance of the Services, including any additional charges referred to in clauses 6.1, 6.2 and 6.3 of these Conditions ("**the Charges**").
- 5.2 The Customer must pay the Charges in Australian dollars within the time specified on the Company's invoice or invoices for those Charges. The date by which payment is required is the "**Payment Date**".
- 5.3 The Customer must not defer or withhold payment or deduct any amount from the account of the Company by reason of any Claim it alleges against the Company.
- 5.4 The Charges are earned as soon as the Goods are delivered to the Company, regardless of whether the Goods are delivered to the Place of Delivery, or are damaged.
- 5.5 The Company is not liable to refund any payment of the Charges under any circumstances.
- 5.6 The Company's quoted Charges represent the exclusive value of the supply for GST purposes.

6. ADDITIONAL CHARGES

- 6.1 Unless the Company otherwise agrees in writing, the following services are not included in the Services to be rendered by the Company pursuant to any Order. If the Company provides any of the following services, they will be additional services and will be separately charged by the Company:
- (a) assembling or dismantling furniture, fixtures, installations, machines or any other equipment, appliances or instruments;
 - (b) delivery by staircase due to there being no or an inadequate lift service at the Place of Delivery;
 - (c) insurance during any storage or carriage;
 - (d) hoisting of the goods for delivery to an upper floor of a building;
 - (e) disconnection or connection of air-conditioners, lighting fixtures or electrical appliances etc;
 - (f) the consequence of any inability to contact or communicate with the Customer due to late receipt of documents, advice, incorrect or incomplete information supplied or when the Customer is away or not otherwise at the Place of Delivery;
 - (g) working after normal office hours or during Saturdays, Sundays or Public Holidays;
 - (h) delivery to a Place of Delivery which is outside a 30 kilometer radius from the place or port of entry or discharge; and
 - (i) delivery to a place other than the Place of Delivery.
- 6.2 The Customer must pay the following additional charges:
- (a) for Overseas Transactions, all "Cash on Delivery" shipments are subject to such additional service charges as the Company may determine. Subject to additional sums due to foreign exchange controls at the Place of Delivery, the present charge is 3% on the billing amount or \$80.00 per shipment, whichever is the higher;
 - (b) any amounts which it is liable for under any of the indemnities provided to the Company in these Conditions, including those contained in clauses 10.3, 11.3, 12.1 and 20.3(c); and
 - (c) any amounts which it is liable to pay in respect of the delivery, storage, sale, return or other dealing with the Goods pursuant to these Conditions, including as referred to in clauses 13.2, 16.1, 16.2, 17.3, 17.7 and 20.2.
- 6.3 If any Charges are not paid on the Payment Date, interest will accrue on the outstanding amount at a fixed rate of 15% per annum until the Charges are paid in full (whether before or after judgment).

7. LOCAL TRANSACTIONS

- 7.1 For all Local Transactions, the Company is a private carrier only.
- 7.2 Subject to these Conditions, the Company's duties and obligations in any Local Transaction are restricted solely to provision of the Local Transaction Services.

7.3 The Company will be deemed to have properly and fully discharged all of its duties and obligations to the Customer upon the performance of such Local Transaction Services as required by the Order.

8. OVERSEAS TRANSACTIONS

8.1 For all Overseas Transactions, the Company is only acting as a forwarding agent and not a carrier.

8.2 Subject to these Conditions, the Company's duties and obligations in any Overseas Transaction are restricted solely to the Overseas Transaction Services.

8.3 The Company will be deemed to have properly and fully discharged all of its duties and obligations to the Customer upon the performance of such Overseas Transaction Services as required by the Order.

8.4 Any Goods forwarded by the Company will be forwarded at the Customer's own risk and expense.

9. AGENCY AND SUBCONTRACTING

9.1 The Customer authorises the Company, as agent for the Customer, to contract with any Subcontractor for the performance of any Service to be performed or arranged by the Company.

9.2 The Company may, and is expressly authorised by the Customer to, delegate its authority to contract for the performance of any Service in respect of the Goods to any Subcontractor as the Company thinks fit.

9.3 The Company will not be liable for the choice of any Subcontractor or any other person engaged or involved in the carriage, delivery and/or storage of the Goods.

9.4 The Company acts as trustee for each of its Subcontractors, agents and employees so that they are entitled to the full benefit of these Conditions, including any exclusions or limitations of liability, to the same extent as the Company.

10. THE CUSTOMER'S OBLIGATIONS, WARRANTIES AND INDEMNITIES

10.1 The Customer must:

- (a) not tender any Dangerous Goods, Perishable Goods, Valuable Goods, livestock or plants for any of the Services by the Company;
- (b) notify the Company of any change in its address;
- (c) if it wishes to collect Goods from storage, provide at least 7 clear days notice to the Company;
- (d) if the Company gives notice to remove the Goods from storage, pay any Charges outstanding and then remove the Goods within 7 days of the date of the notice.

10.2 The Customer warrants that:

- (a) the Goods will be suitable for carriage in the transportation vehicle;
- (b) it has fully and accurately described the Goods, their nature, weight and measurements including any nature or condition of the goods which may require special handling care, and complied with all applicable laws and regulations (including the Australian Code for Transport of Dangerous Goods by Road and Rail, Civil Aviation Regulations and the International Maritime Dangerous Goods Code) about the notification, classification, description, labelling, transport, packaging and storage of the Goods. The Customer agrees that the Company is not under any duty to verify any information provided by the Customer;
- (c) if it declares the Goods as household goods or personal effects, the Goods are of no commercial value, are not for sale at the destination, and are only for the Customer's exclusive personal use;
- (d) the person delivering the Goods to the Company is authorised to do so and to sign the Order which includes these Conditions;
- (e) it is either the owner or the authorised agent of the owner of the Goods and it accepts these Conditions for itself and any other person having an interest in the Goods; and
- (f) any Service provided or arranged by the Company to effect the instructions of the Customer in respect of the Goods will not be in breach of any law.

10.3 The Customer indemnifies the Company in respect of any:

- (a) Claim, loss, damage, expense, penalty or liability arising from a breach of these warranties, the Customer's obligations or these Conditions;
- (b) Claim, loss, damage, payment, fine, expense, duty, tax, impost, or other outlay whether arising directly or indirectly from any Service arranged or performed by the Company in respect of the Goods (including any fine or penalty or any overtime or handling charges);
- (c) cost, expense or loss to the Company's property or any person caused by the Goods or arising from any inherent defect, quality or vice of the Goods;
- (d) liability, loss and damage suffered or incurred (including personal injury) by the Company relating to the performance of the Services.

11. DANGEROUS, PERISHABLE OR VALUABLE GOODS

11.1 The Customer agrees that any Dangerous Goods, Perishable Goods or Valuable Goods (or goods likely to become of this nature) tendered by it, may be destroyed, disposed of or otherwise dealt with by the Company, or by any other person in whose custody the Dangerous, Perishable or Valuable Goods may be at the relevant time.

11.2 The Customer will have no Claim against the Company or any person where action is taken pursuant to clause 11.1 of these Conditions.

11.3 The Customer indemnifies the Company in respect of any costs and expenses incurred by reason of any action taken pursuant to clause 11.1 of these Conditions.

12. TRANSPORTATION

12.1 The Customer will make all necessary arrangements for the Goods to be:

- (a) available and ready for packing and taking delivery by the Company at the agreed time; and
 - (b) collected upon arrival at the Place of Delivery.
- (c) The Customer will be liable for and will indemnify the Company against all loss, damages and additional expenses incurred by the Company due to any delay or failure of the Customer in this regard.

12.2 The Company will not be liable or responsible for the packing of Goods, nor will the Company have any duty to check or advise on the packing of the Goods as packed by the Customer or a third party.

12.3 The Customer has the right to inspect the transportation vehicle before the loading of the Goods. Absent any inspection or complaint, the transportation vehicle will be deemed to be in adequate and suitable condition for the carriage of the Goods. The Customer will then have no rights against the Company with respect to the condition of the vehicle and the Company will have no liability in respect of any loss or damage caused by the inadequate or unsound condition of the vehicle.

13. ROUTES AND PROCEDURES

13.1 The Company will not be liable for the choice or the taking of, variation to, or deviation from any route of transportation of the Goods, whether by the Company or by any carrier.

13.2 If it appears that the Goods cannot be safely or properly carried further, either at all or without incurring additional expense or taking additional measures, the Company or carrier may, without notice to the Customer, take any measure or incur any reasonable additional expense to continue or abandon the carriage, or store the Goods at any place. Such abandonment or storage will be deemed due delivery.

14. INSURANCE

14.1 The Customer is solely responsible for the insurance of the Goods.

15. DELIVERY

15.1 In relation to Overseas Transactions Services, once the Goods are delivered to and received by the carrier in Australia engaged in the transportation of the Goods (or if more than one carrier is involved, the first), the Company's responsibilities and liabilities in relation to the Goods and their delivery or carriage will be absolutely and conclusively discharged.

15.2 The Company does not undertake that the Goods will arrive at the Place of Delivery at any particular time or meet any particular market or use. Dates specified for completion of carriage or any other Service are estimates only and subject to change without prior notice.

(a) Without limiting clause 15.2 of these Conditions, if the Carrier is found liable for delay, liability will be limited to the freight payable in respect of the relevant stage of the transport.

16. STORAGE OF GOODS

16.1 The Goods may at any time be warehoused or otherwise held at any place at the Company's discretion and in every case, at the Customer's risk and expense.

16.2 If the Goods cannot be delivered because:

- (a) they are insufficiently or incorrectly addressed or marked; or
- (b) they are not collected or accepted by the Customer or the Customer's designated recipient; or
- (c) the Place of Delivery is not accessible for the delivery of the Goods,
- (d) then the Goods may be stored by the Company at the Customer's own risk and expense.

16.3 Storage under clause 16.2 of these Conditions will be deemed proper delivery of the Goods pursuant to the Order.

16.4 A communication (written or oral) from the Company to the effect that the Goods cannot be delivered or are uncollected for any reason will be conclusive and final evidence of that fact.

17. LIEN

17.1 The Company has a general lien on the Goods and any other goods of the Customer (including any documents relating to those Goods or other goods) for all Charges owing by the Customer. The Company is not obliged to release the Goods until all Charges are paid in full.

17.2 The Company's lien is also for any costs incurred by the Company in recovering any of the Charges on a full indemnity basis, including but not limited to solicitors' costs.

17.3 If the Charges are not paid when due or the Goods are not collected when so required or designated, the Company may, without notice, at the Customer's risk and expense, and, in the case of Perishable Goods, immediately:

- (a) remove and store the Goods;
- (b) return the Goods;
- (c) open and sell the Goods by private treaty or public auction (and the Customer irrevocably and unconditionally appoints the Company as the Customer's lawful attorney so as to do) and retain and apply the sale proceeds to discharge the lien and costs of sale, without being liable to any person for any loss or damage caused.

17.4 The Company may deduct or set-off from any amounts owing by it to the Customer under any contract the amounts due from the Customer to the Company.

17.5 Any sale under clause 17.3 of these Conditions may be conducted in any manner, at any time and place, and for any price as the Company in its sole and absolute discretion deems fit. The Company will not be liable to the Customer for any loss or damages arising out of, or in any way connected to, the sale.

17.6 The Company in exercising the powers under clause 17.3 of these Conditions is to be deemed to be the Customer's agent, and the Company can act as the Customer's agent either in its own name or in the name of the Customer.

17.7 All charges and expenses arising in connection with the storage, sale or return of the Goods will be paid by the Customer to the Company or demand.

18. ADDITIONAL SECURITY

18.1 The Customer charges in favour of the Company all of its estate and interest in any real or personal property that the Customer owns at present or in the future with the amount of its indebtedness under this agreement until such indebtedness is discharged in full.

19. BROKERAGE AND COMMISSION

19.1 The Customer agrees that the Company may retain all allowances, brokerages and commissions paid by the shipping and forwarding agents, insurance brokers, airlines, and any other persons with whom the Company deals pursuant to this agreement.

20. LIABILITY AND RESPONSIBILITIES OF THE COMPANY

20.1 In addition to and without limiting any other terms in these Conditions, the Company will not be liable for any loss or damage to the Customer as a result of any of the following:

- (a) the Customer's wrongful act, omission or neglect;
- (b) any inherent vice or defect of the Goods;
- (c) any condition of the Goods;
- (d) strike, lock out, stoppage, or restraint of labour, the consequences of which the Company could not avoid by reasonable diligence;
- (e) war, terrorist acts or war-like hostile actions;
- (f) any government action or intervention;
- (g) sudden change in the political situation of any country preventing usual practice in trading;
- (h) any accident, animals, pests, fire, water, theft, explosion, etc;
- (i) late or delayed transportation or delivery of the Goods;
- (j) handling, loading, stowage or unloading of the Goods by and on behalf of the Customer;
- (k) confiscation or extermination by Customs of the Goods;
- (l) act of God;
- (m) when the Goods are not in the actual and physical custody of the Company; or
- (n) any circumstance, matter or thing beyond the Company's control which prevent, restrict or interfere with the Company's ability to carry out its Obligations under this agreement.

20.2 The Customer agrees that if there are any unforeseen circumstances which render the performance of the Services more difficult or impracticable, the Company is entitled to suspend the Services to such other time as the Company deems fit. Any additional costs arising will be borne by the Customer.

20.3 Subject to clause 21 of these Conditions and except where prevented by law, the Company excludes:

- (a) from these Conditions all conditions, warranties and terms implied by statute, general law or customs;
- (b) all liability to any person, including the Customer, for acts or omissions of the Company in tort (including negligence), contract, bailment or otherwise for loss of, damage to or deterioration or contamination of the Goods, or any delay or other failure arising out of the performance of the Services or these Conditions;
- (c) all liability for, and the Customer releases and indemnifies the Company against all loss, damage, cost and expense from any Claim by any person in tort (including negligence), contract, bailment or otherwise for loss or damage to the Goods, or any property, or injury to, or death of any person, arising out of the Company's:
 - (i) acts or omissions; or
 - (ii) delay or other failure arising out of the performance of the Services or these Conditions.

20.4 The exclusions, releases and indemnities in clauses 20.1 and 20.3 of these Conditions extend to loss of profits or any other indirect or consequential damage, and to economic loss, even if the Company knows they are possible or otherwise foreseeable.

20.5 Even if the Company breaches any of these Conditions, all the rights, immunities and limitations of liability in these Conditions continue to have their full force and effect in all circumstances.

21. TRADE PRACTICES ACT

21.1 These Conditions are subject to any applicable implied warranties in the *Trade Practices Act 1974* (Cth) which cannot be excluded, restricted or modified.

22. CANCELLATION

22.1 The Company may cancel the Services without notice in its discretion in circumstances including the following:

- (a) The Customer becomes insolvent;
- (b) The Customer is fraudulent in connection with the operation of any agreement;
- (c) The Customer fails to pay any Charges or other amounts due to the Company;
- (d) Customer breaches any of these Conditions;
- (e) The Customer breaches any other agreement with the Company.

22.2 Upon cancellation all liabilities incurred by the Customer become immediately payable.

22.3 Notwithstanding any cancellation, all the rights, immunities and limitations of liability in these Conditions continue to have their full force and effect in all circumstances.

23. CLAIMS AND DISPUTES

23.1 If the Company is liable for damage to or loss of the Goods, or any other damage or loss arising out of or in any way connected to the performance of the Services under this agreement, no Claim may be made unless written notice of the Claim is submitted to the Company within 21 days of the date of collection of the Goods by the Customer or the Customer's designated recipient or, if the Goods are sold or disposed of or otherwise dealt with by the Company, within 21 days of the date of sale, disposal or other dealing.

23.2 The failure to notify a Claim within the time under clause 23.1 of these Conditions is evidence of satisfactory performance by the Company of its Obligations.

23.3 Despite any clause except clauses 21 of these Conditions, the Company will be discharged from all liability for damage to or loss of the Goods, or any other damage or loss arising out of, or in any way connected to, the performance of the Services under this agreement, unless proceedings are commenced within 6 months of the date of collection of the Goods by the Customer or the Customer's designated recipient, or, if the Goods are sold or disposed of or otherwise dealt with by the Company, within 21 days of the date of sale, disposal or other dealing.

24. GOVERNING LAW AND JURISDICTION

24.1 This agreement is governed by and will be construed according to the laws of Queensland.

24.2 Each party submits irrevocably to the non-exclusive jurisdiction of the Queensland courts within the Brisbane court district and the courts competent to determine appeals from those courts with respect to any proceedings in relation to this agreement.

24.3 Each party waives irrevocably any objection it may have to the venue of any proceedings, and any claim it may have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 24.2 of these Conditions.

25. SEVERANCE

25.1 If any part of this agreement is void, voidable, illegal or unenforceable, then that part will be severed from, and will not affect or derogate from, the enforceability or validity of the parties' rights or obligations or the continual operation of the remainder of this agreement.

26. NOTIFICATION

26.1 Any notice by the Company to the Customer will be deemed effective if left at, or posted by ordinary post to, the last address given by the Customer to the Company.

26.2 Any oral advice by telephone or otherwise (including any telephone message left at the telephone number given by the Customer) by the Company will also be binding on the Customer.