

# Terms and Conditions

## 1. Acceptance

1.1 All consignments or orders placed by or on behalf of the Customer for the carriage of goods shall be deemed acceptance of these terms and conditions  
1.2 No amendment to these terms and conditions shall be binding upon the Carrier unless such amendment is in writing and signed by a director of the Carrier;

## 2. Declaration of Cubic Metre/Volume

2.2 Declaration of the volume of goods must be on all consignments. If not declared, the volume will be estimated by our staff upon loading. We reserve the right to charge by weight or volume and may, at any time, re-weigh or re-measure and charge proportional additional freight, if considered applicable.

## 3. Freight Forward Items

3.1 Southern Furniture Movers Ltd does not accept freight forward items to private (non-business) customers unless the charges are organised and paid for **in full prior to commencement of the work.**

3.2 In the instance that freight charges are payable by the Consignee, in the event that the consignee fails to make payment, the Consignor agrees to make prompt settlement in full once advised of said failure.

3.3 Any costs incurred by Southern Furniture Movers Ltd in the collection of any monies owed, will be payable by the party incurring the freight charges in question.

## 4. Insurance

4.1 Insurance will not be arranged by our Company except with the express instructions in writing of the Consignor and then only at his/her expense and on lodgement of a declaration as to the value prior to collection.

4.2 Second hand goods and / or goods 'packed by owner' are carried at 'Owners Risk'.

4.3 All glass and marble is carried at 'Owners Risk' therefore no claims will be payable in case of breakages unless said items are crated for transport and appropriate insurance cover arranged prior to loading

4.4 Concealed Damage – No claims will be accepted where damage has not been apparent at the time of delivery and consignment note endorsed. This includes product in cartons where damages are unable to be detected prior to loading and / or after unloading.

4.5 No claim will be accepted for goods inadequately packaged for transport.

## 5. Liability of Carrier

5.1 Each consignment of goods shall be carried at the agreed risk, which if not included in the above 'Owners Risk' listings, will be carried at 'Limited Carriers Risk' as defined in the Carriage of Goods Act, 1979, being a maximum payable is limited in amount in each case to the sum of \$2,000 for each unit of goods lost or damaged.

5.2 No liability is accepted for damages consequential upon loss of or damage to goods.

5.3 No claim will be accepted if delivery docket / tablet is not endorsed at time of delivery. Goods must be checked on delivery.

5.4 Dockets / Tablets signed 'Subject to Inspection' will be deemed to have been received in good order.

## 6. Delivery

6.1 In the event that the Consignee of the goods consigned for delivery cannot be in attendance at the address given during normal trading hours when delivery is attempted, additional charges may be payable at ruling rates until delivery is accomplished.

6.2 The Consignee may request the driver to deliver the goods to a designated area without their attendance and in that case, the Consignee removes all liability for the goods being delivered from Southern Furniture Movers Ltd.

## 7. Notice of Claims

7.1 In the unusual event of transit damage, where the goods are carried at 'Limited Carriers Risk' and are therefore claimable, all claims must be received in writing within 7 days following delivery; no claims will be accepted after this time. **NOTE: This does not apply to goods carried at 'Owners Risk'.**

7.2 Neither the Customer nor any person claiming under or through the Customers may bring any action or claim against the Carrier for losses arising out of or in respect of damage to, loss, mis-delivery, delay or non-delivery of the goods unless:

7.2.1 If the damage or loss was reasonably apparent at the time of delivery and the delivery docket was endorsed at the time of delivery;

7.2.2 Written notice of the claim and particulars of the claim are provided to the Carrier within seven (7) days of delivery or, in the case of non-delivery, within seven (7) days after the due date for delivery.

## 8. Freight and Other Charges

8.1 Where no freight charge is stated in writing, the goods shall be deemed to be carried at the current amount charged by the Carrier at the time of placement of order.

8.2 Freight shall be considered earned as soon as the goods are loaded and despatched by the Carrier.

8.3 The Carrier may levy an additional charge if there is an unreasonable delay in loading or un-loading the goods.

8.4 The Carrier may, during any period after the Carriers responsibility for the goods ceases under the Act, hold the goods as bailee and charge the Customer storage fees at normal rates if unable to deliver as instructed by the Consignee for whatever reason. The Carrier shall not be liable for any loss or damage to the goods during such period.

## 9. Notes:

**\*Limited Carriers Risk does not cover Household Furniture Removals or Second-hand Furniture in transit. These are carried at Owners Risk at all times and must be covered separately on an individual basis. We can arrange cover for this at an additional charge; however we do recommend you contact your own insurer in the first instance. Payment for non-account holders is required prior to delivery of any goods – non-payment could result in a delayed/non-delivery.**

\*Southern Furniture Movers Ltd shall be entitled to charge interest on Overdue balances at a rate of 3.5% per month, plus any costs related to the management and collection of these accounts, including internal costs and any fees charged by external agencies.

**Payment is required in full by the 20<sup>th</sup> of the month following Invoice. All costs incurred in the collection of Overdue Accounts will be payable by the Debtor.**