



Terms and Conditions

Dear Customer

Firstly, we would like to thank you for choosing Move it with Gina as your preferred mover. We take pride in offering a professional and punctual service and will endeavour to complete your relocation quickly, and with due care and skill. As we are for the most part a 'referral-based business', we rely on our customers feedback and hope your experience will prompt you to recommend Move it with Gina to your family and friends.

Services we offer

Relocation and removal services

Packing and unpacking services

Decluttering services

Bookings and Payments

To secure your booking, we require a **deposit** of \$550 via Stripe. Only pay the deposit if you agree to our terms and conditions. A deposit will confirm our services on the date agreed by both parties. Should you need to change the date of your booking we will do everything possible to accommodate your change.

- **Changes** with more than 72 hours notice will be charged a change fee of \$120, plus GST.
- **Changes** with less than 72 hours notice will be charged the minimum hours plus call out fee (plus GST) as per our quote.
- **Cancellations** less than 7 days in advance will be charged the deposit, plus GST.
- **Cancellations** with more than 7 days notice will be charged a change fee of \$120 plus GST.

The change and cancellation fees will automatically be processed via Stripe. Upon job completion the final payment will automatically be processed via Stripe using the same payment details that were used for your deposit.

For **removals jobs**, after the goods arrive at the drop off location the driver will assess the situation and provide an estimate of time to unload the truck. At this time a Stripe payment will automatically be processed by Move It With Gina. It is Your responsibility to ensure that You have enough money to pay for your move. 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 the goods until the time full payment is made. A charge of \$1,000 per 24 hours will be charged for items held on our truck. If we overestimate the time to unload the goods, we will provide a refund immediately.

Upon job completion the final payment will automatically be processed via Stripe using the same payment details that were used for your deposit.

For **packing and decluttering jobs**, we require an additional deposit of \$550 (this covers the minimum of 4 hours of packing, callout fee and box hire). As the job is progressing, we will provide an estimate of hours to complete the job. Once the number of hours is agreed, Move it With Gina will automatically process a payment. If the payment is declined for any reason, we will cease work until payment can be arranged. If we overestimate the amount of time to complete the job, we will provide a refund immediately.

Information we require

We use the information you give us to provide your tailored quote. Our services are based on an hourly rate, so please ensure that the information you provide with regards to the cubic capacity of your belongings and accessibility to properties is as accurate as possible.

Parking and Tolls

Tolls are not included in your quote but will be included in the final invoice. We can provide you an estimate for tolls upon request. If you would like to estimate the tolls for your move, you can use the Linkt toll calculator located here <https://www.linkt.com.au/sydney/using-tollroads/toll-calculator>. Please organise parking for our vehicles prior to commencement of our services. We will not be liable for any infringements so please arrange parking permits where necessary. If paid parking is required, the costs incurred will be included in your final invoice.

Insurance

Move it with Gina comes highly recommended and we take all necessary care to avoid loss or damage when providing our services. We hold public liability insurance and transit insurance; however, we do suggest that you also take out Comprehensive home removals insurance, if you don't have home and contents insurance. We are an authorised distributor of Coverfreight Cargo Insurance [Coverfreight](#) and can offer you a quotation as part of our removal service.

By paying a deposit for your booking, you agree to our Terms and Conditions.

If you have any questions regarding the above, please call/text +61 405 066 766 or email info@moveitwithgina.com

MOVE IT WITH GINA PTY LTD

Terms & Conditions

1. Definitions In these conditions:

- 1.1 "We" means Move it with Gina Pty Ltd ABN 96 648 178 482, and "Us" and "Our" have corresponding meanings.
- 1.2 "You" means the party entering into the agreement for Services with Us and includes the party to whom Our quotation is addressed and the party by whom the acceptance is signed, and "Your" has a corresponding meaning.
- 1.3 "Goods" means all furniture and other effects which are to be the subject of the Services.
- 1.4 "Services" means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage.
- 1.5 "Subcontractor" means any person other than one of Our employees who, under any agreement or arrangement with Us (whether directly or indirectly) performs or agrees to perform the whole or any part of the Services.
- 1.6 Words in the singular include the plural, and words in one or more genders include all genders.

2. We are not Common Carriers

We are not common carriers and accept no liability as such. We reserve the right to refuse to quote for the carriage of goods for any particular person and for carriage of any goods or classes of goods at Our discretion.

3. Your Obligations and Warranties

- 3.1 Information supplied by You. You warrant that the information You have provided to Us and which We have reasonably relied upon in assessing any quotation or estimate of the resources necessary to carry out the work is accurate.
- 3.2 Owner or Authorised Agent. You warrant that, in entering into this agreement, You are either the owner of the Goods, or the authorised agent of the owner.
- 3.3 Loading/Unloading. You agree that You or some person on your behalf will be present when the Goods are loaded or unloaded, except if they are being unloaded into or loaded from storage.
- 3.4 Dangerous Goods. You warrant that the Goods do not include any firearms or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature items.
- 3.5 Fragile Goods and Valuable Items. You agree that, prior to the commencement of the removal or storage, you will give to Us written notice of any Goods which are of a fragile or brittle nature, or which comprise jewellery, precious objects, works of art, money, collections of items or precision equipment in any case having a value in excess of \$1,000.

3.6 Goods Left Behind or Moved in Error. You will ensure that all Goods to be removed (other than Goods being removed from storage) are removed by Us and none are taken in error, and none are left behind.

3.7 Our removalists are not licensed plumbers, but are willing to help connect your washing machine. We take no responsibility for any leaks. It is the customer's responsibility to run a test load after the washing machine is connected. If necessary, a licensed plumber may be required.

4. Method of Carriage

4.1 Mode of Carriage. We shall be entitled to carry the Goods by any reasonable route and by any reasonable means.

5. Subcontractors

5.1 Subcontractors. We may use a Subcontractor or Subcontractors to undertake the whole or any part of the Services, but if We do so, We will continue to be responsible to You for the performance of the Services.

5.2 Liability of Subcontractors and Employees. Any provisions in these conditions which limit Our liability also apply to Our Subcontractors and to Our employees and to the employees of Our Subcontractors. For the purposes of this sub clause, We are, or are deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this agreement.

6. Charges and Payments

6.1 Change of Work. If the Service You ultimately require Us to do changes from the Service for which We quoted, We will be entitled to make a reasonable additional charge. For example, balcony lifts, piano removals, etc.

6.2 Delays and Access. If We are prevented from or delayed in undertaking the Services (except where that prevention or delay results from a factor within Our control), We will be entitled to make a reasonable additional charge.

6.3 Deposit is paid via Stripe to secure the booking. Interim/progress payments are made via Stripe during the job. Upon completion of your job we will initiate the final payment via Stripe using the same details that were provided for your deposit.

6.4 Late Payment. If money is still owing to Us 7 days after completion of Our Services, We will be entitled to charge interest at the rate of 10% accruing on a daily basis. We will also be entitled to recover all costs that may be incurred by Us to recover outstanding amounts. (e.g. debt collection fees, court costs, solicitor fees, etc.)

6.5 Changes with more than 72 hours notice will be charged a change fee of \$120, plus GST.

6.6 Changes with less than 72 hours notice will be charged the minimum hours plus call out fee (plus GST) as per our quote.

6.7 Cancellations less than 7 days in advance will be charged the deposit, plus GST.

6.8 Cancellations with more than 7 days notice will be charged a change fee of \$120 plus GST.

7. Loss and Damage

7.1 Australian Consumer Law. Except where the services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, this agreement will be subject to the guarantees set out in section 60, 61 and 62 of the Australian Consumer Law (as enacted as schedule 2 of the Competition and Consumer Act 2010) being, in particular, a guarantee that the services will be rendered with due care and skill, and the following conditions of this clause 7 will apply.

7.2 Negligence. We will only be liable for loss, damage or delay resulting from Our negligence, and in any event that liability will be limited to \$100 per item or package, or \$1,000 in respect of all Goods moved or stored under this agreement (whichever is the lesser).

7.3 Packaging. If the Goods sustain damage by reason of defective or inadequate packing or unpacking, and the packing or unpacking was not undertaken by Us, We will not be liable.

7.4 Inherent Risk. We take no liability for the following Goods: Furniture that has to be assembled and disassembled (ie, Ikea Furniture), Glass, Pot Plants, Computer equipment & Data lost during transit, Electrical or mechanical derangement of appliances and Fragile musical instruments.

7.5 Customer Moves Items. We take no liability for damage incurred if the customer also chooses to move items during the duration of our job.

7.6 Claims. In circumstances where We are liable notice of the claim must be given by You to Us as soon as possible, and written notice must be given within 24 hours of the date of delivery, failing which We will have no further

liability.

7.7 Insurance. In the event of an accident and You choose to claim through our insurance We will not be liable for any excess payment due on the policy.

8. Exclusions

8.1 Goods. We do not take gas bottles or any firearms or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature items.

8.2 Weather. If You agree to use Our service during wet or stormy conditions, we accept no responsibility for water damage to Goods.

8.3 Weight. Boxes that weigh over 23 kilos will need to be re packed. If by Us, at Your expense.

9. Termination

9.1 Cancellation of Service. We reserve the right to cancel our Service if the work environment is not safe to perform the job or if We are not comfortable due to Your unacceptable or inappropriate behaviour.

10. Overtime and Breaks

10.1 Overtime. If Our Service takes more than 8 hours but less than 10 hours, We are entitled to charge 1.5 times the agreed hourly rate for the Service provided after 8 hours of work. If the Service takes more than 10 hours, we are entitled to charge at 2 times the agreed hourly rate (Except where the rate is already agreed)

10.1 Workers breaks. Our workers are entitled to take a paid 10-minute break after each 4 hours and an unpaid 20-minute break after 5 hours if they wish to.

11. Force Majeure

Neither party shall be liable for any default of contract due to an event outside the reasonable control of either parties, such as and including natural disasters, extreme weather conditions, industrial action, government action or interference, labour shortages, national emergencies, acts of war and terrorism.