

# OWEN'S MOVING CO.

## TERMS OF SERVICE

### STANDARD RATES

Our standard rates as advertised are per hour and are rounded up to the nearest 5 minutes. A minimum charge of 1 hour applies unless specified otherwise. A waiting fee may be charged in addition to any quote or estimate if the crew must wait for access or instruction. (For example, if the keys are not available when the crew is ready to unload, or if nobody is present to tell the crew where things are to be placed.)

### ACCESSIBILITY

It is the clients responsibility to provide clear, safe access as required in order for our crew to do their job, this includes ensuring keys and/or passwords are made available if and when required. Delays caused by lack of safe and practical access will be charged at the applicable hourly rate which may be in addition to any quote or estimate previously provided. This includes driveways which are not safe or practical for our truck to traverse.

Accessibility issues can often make a job take longer than expected, please let us know of any potential access issues when requesting an estimate in order to avoid a larger than expected bill. Common accessibility related issues may include: multi-storey properties, stairs, elevators, blocked hallways (we cannot safely move furniture down hallways if there are bags/boxes in the way) houses or driveways still under construction, long walkways, muddy, winding/narrow driveways, arches, overgrown bushes, low/overhanging tree branches and parked cars (please ensure your driveway is clear before we arrive.)

### CREW SAFETY

Our crew members are required to wear enclosed footwear at all times, please don't be offended if we refuse to remove our shoes when entering your home as it is for our safety.

Our crew cannot always watch where our feet are if we are carrying something large and/or heavy, so please be sure to provide clear, safe access and eliminate or minimize potential trip hazards. Common trip hazards which can easily be eliminated by the customer include: Shoes left in doorways, loose items/toys on the ground, bags/boxes stacked in hallways, carpet/mats which don't lie flat or slip on smooth surfaces. As per our 'damage and liability' section, we

accept no liability for damage to property; If a crew member trips/falls over a loose item such as shoes or toys etc, there is strictly no compensation for any damage which may occur as a result.

#### FURNITURE DISMANTLING/ASSEMBLY

We are happy to help with the disassembly/assembly of furniture items like beds and tables etc, our truck carries a very basic toolkit which is handy for this. Please note, when preparing quotes we assume everything will already be dismantled and 'ready to go' unless specified otherwise so it may cost extra if significant or difficult dismantling is required. We are happy to assemble furniture but we generally only do so if requested, please note this is not "free after we have finished unloading," our standard rate does still apply.

Washing machines often contain water which may leak in transit, please drain them if you are able to and also unscrew the water hoses if you can, we can assist if they are 'tricky.'

#### DAMAGE AND LIABILITY

Owen's Moving Co. has zero carrier liability and an "At owners risk" policy as per the Carriage of Goods Act 1979. It is the clients responsibility to obtain insurance from a third party if required for contents, moving cover etc. We suggest you contact your home contents insurance provider prior to moving as some insurance policies already include moving cover.

Although Owen's Moving Co. takes as much care as is reasonably practical, Owen's Moving Co. and it's employees are not liable for any damages to property which may occur during the job. It should be understood that occasional minor bumps and scrapes etc are a possible part of moving and even though we try our best to avoid or minimize this, Owen's Moving Co. accepts no liability or insurance, nor provides compensation for such damages, unless gross negligence can be proven.

#### AUTHORITY TO TRANSPORT

All items to be transported must be the Clients own belongings or the Client must have authority to have them transported. Everything must be packaged safely and must not include anything which is unsafe or illegal for us to transport or possess. Owen's Moving Co. reserves the right to refuse transportation of anything we believe to be either unsafe or illegal for us to transport or handle, including but not limited to: drugs, animals, stolen goods, firearms, stowaways, explosives, chemicals, rodents (pets or otherwise), or insect infestations.

#### ESTIMATES

Any estimates offered are to be used as a rough guide only, because we charge by the hour the

final price may differ depending on how long the job actually takes and there are a lot of factors which can affect this. It is common for people to underestimate how much stuff they have when requesting an estimate, but the biggest factors contributing to higher than expected invoices tend to be poor accessibility, packing and preparation. (Please refer to "Packing and preparation," and "Accessibility")

## BOOKINGS/RESERVATIONS

We take bookings on a 'first in first served' basis. We will advise if a booking deposit is required (see "Booking deposits") If you are uncertain of what date you are moving we may, upon request, tentatively book a date for you until the details can be confirmed however, confirmation is required within 5 working days otherwise we may need to offer the date to another customer.

## BOOKING DEPOSITS

A booking deposit or advance payment may sometimes be required to secure a specific date or booking. The customer will be advised if/when a booking deposit is required. If the booking deposit is not paid within 5 working days of the initial reservation, the booking date may be offered to another client. Booking deposits are non-refundable.

## DISCOUNTS

Discounts are occasionally offered at the managers discretion and are valid only if the invoice is paid within 28 days, after which time the discount will be rescinded and the client will be liable for the full rate.

## PAYMENTS AND DEBT RECOVERY

Please feel free to talk to us as soon as possible if you think you may have trouble paying your invoice, everyone's situation is different and we may be able to help out by providing a WINZ quote or establishing a payment plan. Payment in full is normally required within 5 working days of job completion unless a payment plan is agreed upon in writing prior to work commencing. A late payment fee of \$50 + 10% of any outstanding amount may be added to an invoice more than 5 working days overdue.

Invoices more than 28 days overdue may be referred to a debt collection agency, in which case the client will be liable for any legal and/or debt recovery costs, fees or charges incurred from any outstanding balance or monies owed including those charged by a debt collection agency, lawyer, court or tribunal.

## CANCELLATIONS/RESCHEDULING

Cancellations made less than 48 hours prior to the booked job start time where a booking deposit has not been paid may incur a late cancellation fee equal to 1 hour of the advertised hourly rate. If a booking deposit has been paid, it will not be refunded.

If a job is rescheduled within 48 hours of the planned job start time, a late notice rescheduling fee of up to \$100 depending on the service may be applied. Rescheduling will be approved based on availability which may not be available on short notice.

## CESSATION OF WORK

The client has the right to request work be ceased at any time however, work may continue if the truck still has property/belongings on board and/or the truck is outside of the Palmerston North 50kmph speed limit zone.

Should work be ceased as per the request of the customer, the customer will still be liable for any work already done including up until everything is unloaded and empty travel (if applicable) is completed at the standard applicable hourly rate with a minimum charge of 1 hour. The customer will also forfeit any booking deposit (if applicable,) in addition to hourly rates charged as per above.

## PACKAGING AND PREPARATION

Please make sure everything is packed and ready to go prior to crew arrival as Owen's Moving Co. does not do packing.

"If it can go in a box, put it in a box"

All items to be moved should be safely packed in bags or boxes suitable for transporting in a truck along with heavy furniture. Not only may loose/non packed items not be adequately protected but they also tend to take much longer to load/unload compared to properly packed items of equal volume, which means having a lot of loose items will increase the total cost of the job. We reserve the right to refuse carriage of loose or non packed items, particularly if there is a lot of them and/or a fixed quote has been provided.

Boxes should be packed with the lid closed so it can be stacked without risk of damage to its contents.

Boxes containing fragile items such as glassware should be clearly labelled "Fragile" so our crew knows to take extra care.

Boxes which need to be kept upright should be labelled with a clear upwards pointing arrow on all 4 sides.

Drawers/cabinets/entertainment units etc should be emptied not only to reduce the weight to make it easier to move, but also to reduce the stress placed on it while being moved; a lot of furniture is just not designed to be moved while loaded, joints may come loose and it may collapse or "dismantle itself."

Refrigerators should be emptied to prevent spillage and reduce weight.

Freezers should be defrosted/de-iced to prevent melted ice leaking (A little water may not

damage our truck, but it can run across the floor of the truck collecting dirt and then be absorbed by upholstered furniture which can be difficult/expensive for you to clean.) Walkways and access ways should be kept clear of bags, boxes, shoes etc. Our crew prioritize the largest items first so we need to be able to access them.

#### SOILAGE AND CLEANLINESS

The client may be liable for any cleaning costs incurred as a result of spillage or soilage. It is the customers responsibility to ensure everything is packed safely and in a manner that prevents the spilling or leaking of any liquid (including water.) This includes: ensuring refrigerators and freezers are empty and de-iced, lawnmowers are clean of grass and do not leak or drip oil, paint cans and any other liquids have lids firmly secured. We accept no liability for any damage to customers belongings which are damaged by soilage or leakage as a result of improperly packaged liquids. Depending on the nature of the spill and the associated cost/difficulty of cleaning, a soiling fee may be charged.

Please clean any garden equipment such as lawnmowers, weed-eaters or wheelbarrows etc prior to moving day so they are clean and dry when we move them. We may refuse to use our furniture removal blankets on or against items that are dirty, greasy or wet. We accept no liability for any damage (such as grass or grease stains) caused by dirty or leaky equipment.

If a furniture blanket becomes soiled, a laundering fee of \$35 per blanket will be applied to the invoice.

#### CUSTOMER PRESENCE

The client is required to be present at both the loading and unloading addresses as required unless agreed otherwise in advance. The clients presence is usually required in order to provide access and unambiguous clarification on exactly what is to be moved, and where things are to be placed.

#### PASSENGERS AND PETS

We are not required to offer transport of passengers in any situation however, passengers may be taken at the drivers discretion if seating space permits, driver has full authority of the stereo. We have zero tolerance for unruly passengers. We never permit people to travel in the cargo hold or on the roof (even if they're strapped down.)

Pets may be carried provided they are calm and secured in a suitable pet transport carrier. Carriers must be able to sufficiently contain any pet excrement, food or water, please see 'Soilage and cleanliness.'

We accept no liability for pets - they are carried solely at the clients risk.

#### STARTING TIME

Scheduled start times are approximate and may be dependent on how long the previous job takes, which is often subject to traffic or the accuracy of information provided by the previous client. While we make every effort to accurately estimate how long each job will take and make it to each booking at the specified time, this may not always be possible if a previous job goes into overtime. If we are going to be significantly early or late we will attempt to contact you via text with an ETA.

For jobs booked subject to the hourly rate, we start charging when we arrive to start loading and stop charging once we have finished unloading, unless empty travel is required.

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