

RJ Nuss Removals Pty Ltd ABN: 35 000 932 141 Head Office, 708b Mowbray Rd, Lane Cove NSW 2066 Tel: +61 (0)2 9425 4600 Fax: +61 (0)2 9427 2914 Email: insurance@nuss.com.au Authorised Representative No. 260812

#### **Financial Services Guide (FSG)**

R J Nuss Removals Pty Ltd can assist you to obtain insurance to protect your goods while they are in transit or storage. This is because we are an authorized representative of Cowden (VIC) Pty Ltd (AFSL 245658), a licensed insurance broker.

This (FSG) describes the insurance services that R J Nuss Removals Ptv Ltd can

provide to you. It also covers the charges for those services, your rights as a client and how any complaints you may have will be dealt with.

## How we can help with your insurance

We hold a Customer Goods in Transit and Storage insurance policy. On your behalf, we can arrange for this policy to cover you. Alternatively, you can obtain insurance from an insurance company of your own choice.

If you ask us to arrange Customer Goods in Transit and Storage insurance, we will give you a Product Disclosure Statement (PDS). This will describe the main features of the policy. You should read the PDS to decide if the policy suits your needs, objectives and financial situation before you decide whether to obtain it because we cannot advise you about your insurance needs.

Cowden (Vic) Pty Ltd is an insurance broker and is licensed to advise on and deal in General Insurance. If you need advice or your insurance needs that are different from the cover available in our policy, we can refer you to Cowden (Vic) Pty Ltd - Aldridge & Street Division (03) 9867 7663 who will be able to assist you.

#### How we are paid

For arranging for you to be insured under our policy, we receive the difference between the amount you pay us for your insurance and the cost of the premium we pay for the policy (which is based upon our annual turnover) and the amount we pay for claims under our excess of (i) \$5,000 for transit or (ii) \$10,000 in respect of storage. The amount you pay us is based on the value of the goods we are removing or storing on your behalf.

#### Customer Goods in Transit and Storage Product Disclosure Statement Part 1 – About Your Insurance

This Product Disclosure Statement (PDS) provides information about the main features of the Customer Goods in Transit and Storage Insurance

#### Why should I take out insurance?

Regardless of any contractual rights you may have against your Removal Company, there are many circumstances where they will not be liable to make good any loss or damage to your goods, for example where the goods are damaged as a result of an accident that is not the Company's fault.

Customer Goods in Transit and Storage insurance can assist to fill this gap

#### Who to contact about your policy

Your first point of contact about the policy should be your Removal Company. If they cannot answer your enquiry, you can contact The Manager, Cowden (Vic) Pty Ltd – Aldridge and Street Division Telephone (03) 9867 7663 or by email, facsimile or letter.

#### Insurer

A number of different insurers have combined together to provide the insurance in the Customer Goods in Transit and Storage Policy.

A 5,000 Transit policy excess and 10,000 Storage policy excess is payable by your Removal Company.

Above this amount, the risks of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage while the goods are in storage are insured by CGU Insurance Limited (ABN 27 004 478 371 AFSL 238291) of 181 William Street Melbourne Vic 3000 and the rest of the transit and storage cover is

#### Limits and exclusions from cover

The table below summarises the limits on the covers provided.

Our staff who arrange your insurance are paid a salary. They do not receive a bonus for arranging insurance for you.

In addition, Cowden (Vic) Pty Ltd received a commission of 0-20% for arranging our policy. They do not receive any amount when we arrange for the policy to cover you.

#### Complaints and disputes about our services

We are a member of the Australian Furniture Removers Association (AFRA). AFRA handles all complaints or disputes about our services. Contact the Executive Director at AFRA.

AFRA may be contacted at: Unit 6/7 Packard Avenue, BAULKHAM HILLS NSW 2153 T: 1800 671 806

If you have a concern, complaint or dispute about the policy which involves a claim, contact the Manager at Cowden (Vic) Pty Ltd on (03) 9867 7663. They will try to resolve your problem immediately. If they are unable to do so, you can request that your problem be considered by their internal dispute resolution process.

If you are not happy with their decision, you may take your complaint to the Financial Ombudsman Service Limited (FOS), an external dispute resolution. FOS can be contacted on 1300 780 808.

#### **Professional Indemnity Insurance**

Cowden (Vic) Pty Ltd has professional indemnity insurance in place which covers them, their employees and R J Nuss Removals Pty Ltd for any errors or mistakes relating to our insurance services. This insurance meets the requirements of the Corporations Act and meets claims relating to us, our employees or Cowden's employees even after they cease to act for Cowden (Vic) Pty Ltd, provided that the insurer is notified of the claim when it arises and this is done within the relevant policy period.

Cowden (Vic) Pty Ltd holds Australian Financial Services License number 245658 and can be contacted on 03 9867 7663

This FSG was prepared on 01/03/11.

Distribution of this FSG has been authorized by Cowden (VIC) Pty Ltd

insured by Associated Marine Insurers Agents Pty Ltd (ABN 41 006 104 007 AFSL235383) as agent for and owned by Zurich Australian Insurance Limited ABN 13 000 296 640 - AFSL 232507 of 495 Collins Street Melbourne Vic 3000.

#### Significant features and benefits of the policy

You may select from a number of alternative types of cover available under the policy for loss or damage to your goods.

**Type of Risks** – You have the option of 'Full' or 'Restricted' Cover. Full Cover insures you for most risks of loss or damage to your goods. However, Restricted Cover only insures you for accidental loss or damage which occurs as a result of:

- Fire, explosion, lightning, and flood;
- Overturning and/or derailment of conveyance;
- Collision of vessel, aircraft or conveyance;
- Crashing or forced landing of aircraft;
- Stranding, sinking, or contact of a vessel with any external object other than water: and
- Entry of water into any vessel, hold, container, lift van or place of storage.
- · Discharge of goods at a port of distress
- Jettison of goods from a vessel
- Theft, Pilferage or Non delivery of an entire package or item

**Basis of Settlement** – You can choose to insure your goods on a 'Replacement' basis or for 'Market Value'. Under Replacement Cost cover, if your goods are lost or totally destroyed, you receive the new replacement cost provided the goods are less than 7 years old. Under Market Value cover, you only receive the current market value of the goods. (i.e. the replacement cost less an allowance for age, condition, wear, tear and depreciation). If the goods are damaged, both covers will cover the reasonable cost of repair.

Goods	Limitations/exclusions
Items more than 7 years old	Market value cover unless the item is listed and value declared on your Insurance Declaration
Computers and computer accessories Clothing Motor vehicles, boats and trailers	Market value cover only
Office and factory goods	The lesser of Market Value and Declared Value the amount you nominate on the insurance declaration, plus insurance, packing and freight
Pairs and sets	Will pay Only the lost or damaged part or parts
Antique Furniture, Works or Art	Reasonable cost of repair. Loss of value not covered.
Owner packed cartons	Restricted cover only Maximum of \$500 for non delivery of a carton unless an itemized list of contents is provided before transit commences. Damage or loss to contents excluded unless caused by a risk covered.
Motor vehicles being driven under their own power	Not covered unless being loaded or unloaded by your Removal Company
Valuables worth more than \$2000	Limited to a maximum of \$2,000 unless specifically listed and valued in your Insurance Declaration
Flood	Not covered by the policy if caused by water from or action by the Sea, Tidal wave, Storm surge or High water
Terrorism	Transit cover only
Other excluded risks	Refer policy wording – Other Excluded Risks

These are the major exclusions and limitations in the policy, however, there may be others. You can check the policy wording in Part 2 of the PDS for full details.

#### Cost of the policy

The amount you pay for the insurance depends on the value of the goods being removed or stored.

Other factors which determine the premium include:

- The type of insurance selected by you (market or replacement value, transit or storage);
- The distance the goods are transported or the period for which the goods are stored; and
- The insurance cover selected (Full Cover or Restricted Cover risks).

The amount you pay includes any stamp duty and GST.

Our quotation for your transit insurance is firm. Your Removal Company will give you one month's notice of any change in the storage insurance rate.

#### How do I select the amount to be insured?

It is important that you insure your goods for their full value. This means that you should tell us about:

- For Replacement Cost Cover The Cost to you to purchase new replacement items of the same type and quality (with no allowance for depreciation)
- For Market Value Cover Replacement cost less an allowance for age, condition, wear and tear, and depreciation.

If the declared value of the goods is less than 80% of their actual value at the time of the loss or damage, the amount of the claim will be reduced in the same proportion as the declared value bears to 80% of the actual value.

#### How you pay for the insurance

The premium will be shown on the quotation for your Contract for Removal and Storage which your Removal Company will provide to you before your goods are removed. When you accept the quotation, your Removal Company will invoice you.

You pay for transit insurance when you pay your removal charges. Your Removal Company will invoice you for storage insurance at the same time as the storage charges.

#### Excess

The amount that you receive for a claim will be reduced by \$150.00. This is known as an excess.

# PART 2 - CUSTOMERS' GOODS IN TRANSIT AND STORAGE INSURANCE POLICY WORDING

This insurance will be arranged on your behalf by R J Nuss Removals Pty Ltd as an authorised representative of insurance brokers, Cowden (Vic) Pty Ltd (AFSL 245658) **DEFINITIONS** 

In this policy the following words have the meaning set out below:

Removal Company - R J Nuss Removals Pty Ltd

**Customer** - Persons or entities who contract with the removal company to remove and/or store their goods.

**Customers' Goods -** Physical property which a customer has asked the removal company to move and/or store including household goods and personal effects of every description including antiques, works of art, jewellery, vehicles, boats, and trailers; and office and factory contents of every description including computers and all ancillary equipment, plant and machinery.

**Transit** - All conveyances by road and/or rail and/or air and/or vessel to and from ports and or places anywhere in Australia or the world. Transit commences when goods are first moved and/or uplifted within the house, office or factory by the removal company for the purpose of transit and ceases when the goods are last moved by the removal company after delivery to their final destination or such other place as the receiver may instruct. Transit includes packing/unpacking of goods by the removal company at uplift or delivery and any storage which is incidental to the transit.

Storage - Any storage of customers' goods at the customer's request in an authorized warehouse or compound by the removal company prior to, during or after transit.

#### INSURERS

This insurance is provided by the following insurers:

CGU Insurance Limited (ABN 27 004 478 371 AFSL 238291)- insures Australia wide perils storage of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage. Associated Marine Insurers Agents Pty Ltd (ABN 41 006 104 007 AFSL 235383) as agent for and owned by Zurich Australian Insurance Limited (ABN 13 000 296 640 AFSL 232507) – insures all other transit and storage risks

#### **RISKS COVERED**

Where the customer has requested the removal company to insure the customer's goods, depending on the risks and period of cover and basis of settlement selected by the customer and shown in the certificate of insurance, this policy insures the customer's goods as set out below:

#### Conditions

Some conditions apply to your policy. Full details are set out in the policy wording in Part 2 of this PDS. The significant conditions are summarized below:

**Duty of disclosure -** When you apply for insurance we rely upon the information you provide to decide whether to insure you, and anyone else to be covered, and on what terms. You must answer the specific questions we ask relevant to our decision to insure you. When answering our questions you must be honest. If you do not answer all questions honestly we may reduce or refuse a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never having existing.

You do not have to tell us about any matter that diminishes the risk that is common knowledge, that we should know or should know in the ordinary course of our business or which we indicate we do not want to know.

**Cooling off** – You may return the insurance contract up to 20 days after the date of the invoice for the removal, storage and insurance (the cooling off period). However you may not return the insurance contract after the commencement of the work.

To return the contract, notify the removal company within the cooling off period. Any premium paid will be returned. The notification can be made by telephone or posted to the address detailed on the removal contract or invoice.

#### What do I do if I need to make a claim?

The policy wording in Part 2 of this PDS has detailed instructions about how to make a claim.

#### Complaints and disputes about the policy

If you have a concern, complaint or dispute about the policy which involves a claim, contact the Manager at Cowden (Vic) Pty Ltd on (03) 9867 7663. They will try to resolve your problem immediately. If they are unable to do so, you can request that your problem be considered by their internal dispute resolution process.

If you are not happy with their decision, you may take your complaint to the Financial Ombudsman Service Limited (FOS),an external dispute resolution body. FOS can be contacted on 1300 780 808.

This PDS was prepared on 01/03/11

**Full Cover** insures loss or damage to the insured goods during transit from any external cause including accidental damage during packing, loading and unloading by the removal company or its representatives. However, regardless of which cover the customer selects, goods packed by the customer are insured only for restricted cover.

**Restricted Cover** insures loss or damage to the customer's goods during transit resulting from:

- fire and explosion;
- lightning, flood;
- overturning and/or derailment of conveyance;
- · collision of vessel, aircraft or conveyance;
- crashing or forced landing of aircraft; stranding, sinking, or
- contact of vessel with any external object other than water;
- entry of water into any vessel, hold, container liftvan or place of storage.
- Discharge of goods at a port of distress
- Jettison of goods from a vessel
- Theft, Pilferage or Non delivery of an entire package or item

#### Additional Risks Covered

In addition to the risks set out above, this policy insures the customer's goods for loss or damage caused by or as a result of:

- war (sea and air transit risks) and strikes, riots and civil commotions in the terms of Institute of London Underwriters' Clauses current at the time of shipment; and
- General Average and Salvage Charges adjusted or determined according to the removal contract and/or the governing law and practice, which are incurred to avoid or in connection with the avoidance of loss from any cause other than those excluded elsewhere in the policy.

#### **BASIS OF SETTLEMENT**

Depending on the Basis of Settlement selected by the customer and shown in the certificate of insurance, if loss or damage occurs as a result of an insured risk, the insurer will pay, up to the declared value of any item (and subject to the restrictions set out below):

#### **Replacement Cost**

In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, full replacement cost provided that such items are no more than 7 years old or have been specifically declared and valued on the insurance declaration or removal contract. Regardless of which Basis of Settlement is selected, the insurer will only pay market value for the following items: goods more than 7 years old or which have not been declared; computers and computer accessories; clothing; motor vehicles, boats and trailers.

#### Market Value

In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, their replacement cost less a reasonable allowance for age, condition, wear and tear and depreciation.

#### Office or Factory Goods, including Plant and Machinery

For office and factory goods, including plant and machinery, the insurers will only pay: the lesser of the market value and the declared value of the goods at the time of loss; and agreed charges for insurance, packing and freight.

#### Pairs and Sets

Where one or more articles in a pair or set (including lounge suites) are lost or damaged, the policy only covers the lost or damaged part or parts. The insurers will not pay more than a proportionate part of the insured value of the pair or set without reference to any special value which they may have as a pair or set or depreciation or loss of value.

### Antique Furniture – Works of Art

For antique furniture and works of art, the insurers will only pay the reasonable costs of repair/restoration and will not pay any depreciation or loss of value caused by the loss or damage.

#### **Co-insurance**

If the declared value of the goods is less than 80% of their actual value at the time of the loss or damage, the amount of the claim will be adjusted in the same proportion as the declared value bears to 80% of the actual value.

#### Excess

The removal company must pay the first (i) \$5,000 transit or (ii) \$10,000 storage in respect of any one claim under this policy. The customer must contribute the Customer Excess shown in the removal contract or Product Disclosure Statement.

#### EXCLUSIONS FROM AND LIMITATIONS ON COVER Motor Vehicles

This policy does not cover motor vehicles while they are being driven under their own power unless they are being driven by an authorised representative of the removal company for the purpose of loading or unloading.

#### Valuables

In the event of loss or damage, this policy does not cover any value in excess of \$2,000 for each item or collection of items for any antique, curio, jewellery, plate, precious object, work of art, medal, money, coin, stamp, collection of items, fur, piece of precision equipment or professionally packed carton by the removal company unless specifically declared and valued on the list of items to be insured on the insurance declaration or removal contract.

#### **Owner Packed Cartons**

Non-delivery of an owner packed carton is limited to \$500.00 unless an itemized valued list of contents is supplied to the Removal Company prior to the commencement of the transit.

#### Other Excluded Risks

This policy does not cover loss or damage or expense caused by:
delay, loss of use of property or any other form of consequential loss of any description;

- · Loss of data of any description from computer hardware or software
- · confiscation or detention by customs or other official or authorities;
- wear and tear, moths, vermin, infestation, normal atmospheric or climatic conditions, corrosion, contamination or deterioration;
- inherent vice or nature of the subject matter or vibration; mechanical, electrical or electronic breakdown or derangement of goods where there is no external evidence that an insured event has occurred;
- nuclear risks which means the use, existence or escape of nuclear weapons materials or ionizing radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

#### **Terrorism Exclusion**

This policy excludes any loss, damage, liability or expense arising from terrorism and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism. For the purposes of this clause, terrorism means any act(s) of any person(s) or organization(s) involving the causing, occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Notwithstanding any provision to the contrary contained in this policy, it is agreed that this policy covers loss or damage to the subject matter insured caused by any terrorist or any person acting from a political motive, from when the subject matter insured is first moved for the purpose of being conveyed to a destination outside the premises at which loading takes place and ends when the interest insured is

last moved in being delivered at the destination, or at any earlier point where the ordinary course of transit is interrupted by the insured.

#### CLAIMS PROCEDURES

As soon as possible after the happening of any event which may give rise to a claim under the policy, the customer(s) must:

- Take all reasonable steps to prevent any further loss or damage;
- Note details of any loss or damage on the removal company's inventory and/or condition report;
- Contact R J Nuss Removals, 708b Mowbray Road Lane Cove NSW 2066 T: (02) 9425 4600, F (02) 9427 2956, Email: insurance@nuss.com.au .
- Within 3 days of receipt of the goods, lodge a written claim with the removal company (using any form provided by the removal company).

The customer must not authorise the repair or replacement of the lost or damaged goods without the consent of the removal company or the insurer.

The removal company or the insurer, at its expense, may appoint a loss assessor to inspect damaged goods.

The removal company may settle claims under this policy under instructions from the insurer. If the claim is for more than the amount detailed in the excess, the removal company must send to the insurer the inventory and/or condition report, removal contract and full details of the items lost or damaged.

#### SPECIAL CONDITIONS Premium

The amount payable by the customer for this insurance may be varied provided the customer receives one month's prior notice of any change.

#### **Duty of Disclosure**

Before entering into a contract of general insurance with an insurer, the insured has a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that the insured knows, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

The insured has the same duty to disclose those matters to the insurer before any renewal, extension, variation or reinstatement of a contract of general insurance. The duty however does not require disclosure of matters:

- That diminish the risk to be undertaken by the insurer;
- That are common knowledge;
- That the insurer knows or, in the ordinary course of his business ought to know;
- As to which compliance with the duty is waived by the insurer.

#### Non Disclosure

If the insured fails to comply with the duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

#### **Goods and Services Tax**

If the insured is liable to pay goods and services tax (GST) in respect of any goods, services or other supply which are the subject of a claim under the policy the insurers will pay the insured for that GST liability. However, where the insurers make a payment under this policy for the acquisition of goods, services or other supply the insurers will reduce the amount of the payment by the amount of any input tax credit the insured is or will be or would have been entitled under the Goods and Services Tax Act 1999 in relation to that acquisition whether or not the acquisition is actually made.

Where the insurers make a payment under this policy as compensation for the acquisition of goods, services or other supply the insurers will reduce the amount of the payment by the amount of any input tax credit the insured would have been entitled to under the Goods and Services tax Act 1999 had the payment been applied to acquire such goods, services or supply.

#### Privacy

The insurer collects personal information for the purpose of providing insurance products, services, processing and assessing claims. The insured can choose not to provide this information, however the insurer may not be able to process its requests. The insurer may disclose information it holds about the insured to other insurers, an insurance reference service or as required by law. In the event of a claim, the insurer may disclose information to and /or collect additional information about the insured from investigators or legal advisors.

The insured may contact the insurer if it wishes to update or access the information the insurer holds about it or if it does not wish to receive any marketing material directly from the insurer (such as special offers and discounts).



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NUSS REMOVALS OFFER TWO OPTIONS FOR YOU TO DECLARE THE VALUE OF YOUR GOODS:

# **OPTION A : NussEasy Valuation** or

# or **OPTION B : Specified Values Declaration**

### **OPTION A** NussEasy Valuation

#### NAME:

DATE: \_\_\_\_\_

#### Select your required Cover:

Periods Covered	Risks Covered	Basis of Settlement	Mode of Transport
Transit	Full Cover	Replacement Cost	🗆 Air
□ Transit and Storage extension			🗆 Sea
			🗆 Road

This easy Option allows you to insure your household goods and personal effects for their replacement value without individually listing the items other than those items that fall into the "Valuables Clause" category. You simply multiply the total cubic meters of your consignment by the minimum average cubic metre value of A\$2,500 for consignments within Australia or A\$3,400 for Overseas consignments. In addition to this, you must list any items valued over A\$2,000 specified in the Valuables Clause which is then added to the cubic meter/value sum to arrive at the total declared value. Your Nuss Removals consultant will advise you of the cubic meter measurement of your consignment.

It is very important that you carefully consider whether the minimum cubic meter values specified are sufficient for your needs. If the nominated amounts are insufficient, please amend with the value that suits your needs and then calculate the declared value of your consignment using your revised amount.

Please note that under this option vehicles, boats, trailers, computers and clothing can only be insured for their market value as detailed in the policy wording. Vehicles, Boats, and trailers must also be specifically declared and valued on the declaration.

Under the *NussEasy Valuation* Option your policy is automatically extended to cover the additional benefits of Pairs and Sets, Mechanical and Electrical or Electronic Derangement and Atmospheric Conditions cover, on the condition that for derangement cover to be effective the item(s) to be so covered must be under 7 years old and the owner accepts responsibility to ensure that the packing crew supervisor views the item(s) working prior to packing/wrapping and is asked to complete and sign the Derangement Cover Extension Declaration Form to warrant that he/she has viewed the item(s) in working order.

Valuables: Please list and estimate the value of any antique, curio, jewellery, plate, precious object, work of art, medal, money, coin, stamp collection, fur, piece of precision equipment, or similar or professionally packed carton by the removal company whose value exceeds A\$2,000 in the table below. Attach a detailed inventory if you need more space.

Specified Valuables Item	A\$ Value	Description of Vehicles, Boat or Trailer	Reg. or Serial No.	Declared Value - Market Value Only
TOTAL			TOTAL	

#### **NussEasy CALCULATION:**

Total volume of your consignment is estimated at ...... M<sup>3</sup>

	Minimum Average r (per Cubic Metre)	ate X Cubic Metres	or	Your Rate (per Cubic Metre)
(i) Australia Move	A\$2,500/M <sup>3</sup>	M <sup>3</sup> x		$A\$M^3 = A\$$
or				
(ii) Overseas Move	A\$3,400/M <sup>3</sup>	M <sup>3</sup> x		$A\$M^3 = A\$$
+ Valuables as declared				= A\$
+ Vehicles Boats and Trailers				= A\$
+ Removal Cost				= A\$
Total Declared Value to be insured				A\$

**Declaration** — I declare that the above values are correct to the best of my knowledge and that I have informed the Removal Company about anything which could affect the risk. I have received a copy of the Financial Services Guide (FSG), Product Disclosure Statement (PDS) and Insurance Policy Wording.

SI	GN	ГΠ	RF

DATE: /

/

NAME:

DATE:

#### Select your required Cover: **Periods Covered Risks Covered Basis of Settlement** Mode of Transport □ Transit □ Full Cover □ Replacement Cost Air Sea □ Transit and Storage extension Market Value Cost Restricted Cover Road □ Storage Only Australia wide storage perils ONLY of fire, lightning, aircraft, Replacement Cost earthquake, storm and tempest, flood, water from fixed pipes Market Value Cost or systems, riots, strikes and civil commotion, explosion

#### Itemise and value your goods. Use the table below.

When estimating the value of your goods, if you have selected Replacement Cost basis of settlement, ensure that you estimate the cost of new goods of similar type. If travelling overseas remember to check the values at your destination to ensure your declared values are adequate to cover their replacement value. If you have selected Market Value, estimate the replacement value less a reasonable allowance for age, condition, wear and tear and depreciation.

Please note that under this option vehicles, boats, trailers, computers and clothing can only be insured for their market value as detailed in the policy wording. Vehicles, Boats, and trailers must also be specifically declared and valued on the declaration.

To assist you, in the table below, we have inserted approximate replacement values of items in a typical home. These typical values should be used as a guide only. They have been expressed in Australian dollars (A\$). You should carefully consider if these values are sufficient for your needs. Please insert your estimated values to ensure you are fully protected under the Basis of Settlement Option selected by you. Remember that if you underestimate the value by less than 80%, the amount of your

claim may be reduced in accordance with the policy Co-Insurance clause. The insurance policy will ONLY cover the items nominated by you. Owner Packed cartons are covered up to a maximum amount of A\$500 per carton. If the value of a carton is greater than A\$500 and you wish to increase this value, you must provide an itemised list of the contents of each carton and give this to the Removal Company prior to the uplift of the goods.

	Typical Estima Value	ited Qty	Your Estimate		Typical Estima Value	ted Qty	Your Estimate		Typical Estimat Value	ed Qty	Your Estimate
MAIN BEDROOM	10.00	4.9		BEDROOM 2	Fulue	4.9	201111110	BEDROOM 3	- and -	4.9	
Appliances (Small)	360			Appliances (Small)	35			Appliances (Small)	35		
Bed & Mattress	3000			Bedding Linen	600			Bedding Linen	600		
Bedding Linen	1200			Bed & Mattress	800			Bed & Mattress	800		
Bedside Lamps	300			Bedside Table	420			Bedside Table	420		
Books/CDs/DVDs	320			Books/Magazines	350			Books/Magazine	350		
Chest/Side Table	850			Chest of Drawers	600			Chest of Drawers	600		
Chest of Drawers	600			Clothing/Shoes	3000			Clothing/Shoes	3000		
Clothing Gents	10000			Computer	2000			Computer	2000		
Clothing Ladies	10000			Mirrors/Prints	350			Mirrors/Prints	350		
Dressing Table	1500			Desk & Chair	700			Desk & Chair	700		
Electrical – Radio/Phone				Dressing Table	700			Dressing Table	700		
Floor Coverings	850			Lamp	110			Lamp	110		
Luggage	370			Luggage	150			Luggage	150		
Prints/Mirror	580			Musical Instrument	300			Musical Instrument	300		
Sports Equipment	500			Office Equipment	300			Office Equipment	300		
Television	600			Sports Equipment	750			Sports Equipment	750		
Wardrobe	2000			Toys/Books/Games	2400			Toys/Books/Games	2400		
Other	2000			Television/Stereo	800			Television/Stereo	800		
Other				Wardrobe	1000			Wardrobe	1000		
Other				Other	1000			Other			
Other				Other				Other			
Sub-Total				Sub-Total				Sub-Total			
BEDROOM 4	1	1		LIVING/ LOUNGE ROO	N/I			DINING ROOM			
Appliances (Small)	35			Appliances (Small)	250			Appliances (Small)	135		
Bedding Linen	600			Bookcase	500			Buffet/Credenza/Cabin			
Bed & Mattress	800			Books/CDs/DVDs/Video				Cutlery	300		
Bedside Table	420			Coffee Table	700			Dining Suite	2800		
Books/Magazine	350			Ornaments	1000			Dinner Set	450		
Chest of Drawers	600			Cushions	600			Rug	1200		
Clothing/Shoes	3000			DVD Player	500			Glassware	350		
Computer	2000			Floor Coverings	1200			Light Fittings	280		
Mirrors/Prints	350			Game Components	400			Mirrors/Prints/Pictures	1000		
Desk & Chair	700			Lamps	800			Table Linen	200		
Dressing Table	700			Lounge Suite	5000			Other	200		
Lamp	110			Mirrors/Pictures	1000			Other			
Luggage	150			Occasional Table	600			Sub-Total			
Musical Instrument	300	1			000			Jub Iotal			
Office Equipment	300	-		Piano/Organ	2500			ENTRY/FOYER			
Sports Equipment	750			Stereo Equipment	3500 800			Floor Coverings	700		
Toys/Books/Games	2400	1		Table (Side) Television CRT	800			Hall Stand	700		
Television/Stereo	800	-						Lamps	120		
Wardrobe	1000			Television Plasma/LCD Wall Unit/Entertainmen				Mirrors/Prints	500		
Other	1000				n 1000			Table	1200		
Other				Other				Other	1200		
Other				Other				Other			
				Other							
Sub-Total		I		Sub-Total				Sub-Total			

1	Typical Estima	ted	Your
	Value Qty		Estimate
BATHROOM/LAUNDRY			
Appliances (Small)	500		
Clothes Dryer	450		
Iron/Ironing Board	120		
Linen	400		
Linen Basket	100		
Mops,Brooms,etc	120		
Sewing Machine	650		
Vacuum Cleaner	600		
Washing Machine	200		
Other			
Other			
Sub-Total			

KITCHEN	1	
Appliances (Small)	1070	
Books	300	
Crockery/Cookware	450	
Cutlery	195	
Dinner set	250	
Dishwasher (mobile)	1800	
Freezer	1000	
High Chair	400	
Kitchen Table/Chairs	3500	
Microwave Oven	260	
Plastic & Glassware	500	
Pots & Pans	800	
Refrigerator	1800	
Serving Bowls/Platters	600	
Stool	570	
Tools (kitchen)	450	
Other		
Other		
Sub-Total		

FAMILY ROOM		
Armchair	3000	
Appliances (Small)	160	
Bookcase	800	
Books/Magazines	200	
CDs/DVDs/Games	6000	
Coffee table	750	
Computer	2000	
Computer/Software	2000	
DVD Player	400	
Rug	1200	
Games/Toys	2400	
Lounge Suite	3500	
Mirrors/Prints/Pictures	280	
Stereo Equipment	1000	
Table	1000	
Television CRT	800	
Television Plasma/LCD	2500	
Game Components	250	
Other		
Other		
Other		
Sub-Total		

	Typical Estima Value	ted Qty	Your Estimate
RUMPUS ROOM	Fullo	419	2011110
Armchair	1200		
Appliances (Small)	160		
Billiard Table			
Bookcase	600		
Books/Magazine	90		
CDs/DVDs/Videos	1000		
Chair	450		
DVD Player	350		
Rug	1130		
Games/Toys	1000		
Mirrors/Prints/Pictures	260		
Musical Instruments	500		
Sofa	2900		
Stereo Equipment	800		
Television CRT	800		
Television Plasma/LCD	5000		
Game Components	280		
Other			
Other			
Sub-Total			

GARAGE/GARDEN SHED	000		
Air Conditioner (Port)	900		
Blower/Vacuum	300		
Bicycle			
Camping Equipment	2500		
Fishing/Hunting Equipment	480		
Golf Clubs	2000		
Hobby/Collections			
Hoses	100		
Ladder	300		
Lawn mower	750		
Luggage	850		
Tools Automotive	2000		
Tools Garden	450		
Tools General	700		
Tools Power	1000		
Wheelbarrow	220		
Workbench			
Tool Box	1000		
Surfboard	1000		
Fridge	1800		
Freezer	1000		
Other			
Other			
Sub-total			
GARDEN PATIO			
BBQ & Tools	580		
Children's Playground	600		
Dog Kennel	200		
Outdoor Furniture	1000		
Pots	600		
Other			
Other			
Other			
		1	

	Typical Estim Value	ated	Your Estimate	
STUDY/HOME OFFICE				
Appliances (Small)	160			
Bookcase	400			
Books/Magazines	200			
CD Player	500			
Computer (desktop)	2000			
Computer (portable)	2500			
Computer/Software	2000			
Desk/Desk Chair	500			
Filing Cabinet	165			
Rug	850			
Printer/Fax	800			
Other				
Other				
Other				
Sub-Total				

Valuables: Please list and estimate the value of any antique, curio, jewellery, plate, precious object, work of art, medal, money, coin, stamp collection, fur, piece of precision equipment, or similar or professionally packed carton by the removal company whose value exceeds \$2,000 in the table below. Attach a detailed inventory if you need more space.

Specified Valuables - Item	A\$ Value
Sub-Total	

Description of Vehicle, Boat or Trailer	Registration of Serial No.	or A\$ Declared Value - Market Value Only
Sub-Total		

SUB-TOTAL	
Main Bedroom	
Bedroom 2	
Bedroom 3	
Bedroom 4	
Living/Lounge Room	
Dining Room	
Entry/Foyer	
Bathroom/Laundry	
Kitchen	
Family Room	
Rumpus Room	
Garage/Garden Shed	
Garden Patio	
Study/Home Office	
Valuables	
Vehicle, Boat or Trailer	
Removal Costs	
TOTAL SUM INSURED	

**Declaration** — I declare that the above values are correct to the best of my knowledge and that I have informed the Removal Company about anything which could affect the risk. I have received a copy of the Financial Services Guide (FSG), Product Disclosure Statement (PDS) and Insurance Policy Wording.

Other Sub-Total

SIGNATURE: \_

DATE: / /

# NUSS REMOVALS CONDITIONS FOR REMOVAL AND STORAGE

# 1. Definitions

# In these conditions unless the context indicates otherwise:

- 1.1 **"We"** means R J Nuss Removals Pty Limited ABN 35 000 932 141 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 **"International Sea or Air Carrier"** means any international sea or air carrier who We have arranged, or will arrange, to undertake portion of the removal of the Goods;
- 1.5 **"Nominated Agent"** means a removal contractor selected or nominated by Us who we have arranged, or will arrange, to undertake the whole or any part of the overseas portion of the removal of the Goods, to the extent that that removal is by land;
- 1.6 **"Services"** means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage;
- 1.7 **"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, and includes a Nominated Agent while performing any of the Services but does not include any International Sea or Air Carrier, nor any removal contractor not selected or nominated by Us who performs any part of the overseas portion of the removal by land;
- 1.8 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 or undertake 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 any information which You have provided to Us and on which We have reasonably relied 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 **Nature and Packaging of the Goods.** Except where We have packed the Goods, You warrant that You have complied with all laws and regulations relating to the nature, packaging, labelling or carriage of the Goods and that the Goods are packed in a manner adequate, having regard to their nature, to withstand the ordinary risks of removal, carriage and storage.
- 3.4 **Presence at Loading/Unloading.** You will ensure that You or some person on your behalf is present when the Goods are loaded or unloaded, except if they are being unloaded into or loaded from store.
- 3.5 **Dangerous Goods.** You warrant that the Goods do not include any goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor

likely to encourage any vermin or pest unless You have disclosed to Us in writing the presence and nature of any such items prior to them being made available to Us for loading or storage. We may refuse to remove or store such items. If We discover any article or substance of this nature after the Goods have been received by Us, We may take any reasonable action, including destruction or disposal, as We may think fit without incurring any liability to You, and We will be entitled to make a reasonable additional charge for undertaking that action.

- 3.6 **Fragile Goods and Valuable Items.** You will, prior to the commencement of the removal or storage, give to Us written notice of any Goods which are of a fragile or brittle nature and which are not readily apparent as such, 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 \$2,000.
- 3.7 **Customs and Quarantine.** You will, prior to the commencement of the removal or storage, give to Us written notice of any Goods which may be liable for duties or subject to Quarantine restrictions.
- 3.8 **Goods Left Behind or Moved in Error.** You will ensure, to the best of Your ability, that all Goods to be removed (other than Goods being removed from store) or stored are uplifted by Us and that none is taken in error.

# 4. Method of Carriage, Subcontractors and International Sea or Air Carriers

- 4.1 **Mode of Carriage.** We shall be entitled to carry the Goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other Goods being carried on the carrying vehicle, vessel or conveyance) and by any reasonable means.
- 4.2 **International Sea and Air Carriers.** Where We engage any International Sea or Air Carrier, We do so on Your behalf and as Your agent, and subject to the terms and conditions of that carrier. (You should note that if an International Sea or Air Carrier, for reasons beyond its control, fails to deliver the Goods, or diverts them to a place other than the intended destination, you have limited rights against that carrier, and You may be liable for general average contribution (a contribution to the costs incurred by the carrier to preserve the vessel or conveyance and its cargo) and salvage charges, and/or the additional cost of onward carriage to the intended destination. These are insurable risks, and You should arrange adequate marine transit insurance cover, which insurance may be arranged through Us – see subclause 10.1.).
- 4.3 **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.
- 4.4 **Overseas Removal by Land.** Unless otherwise instructed by You in writing, We will arrange for one or more Nominated Agents to undertake the overseas portion of the removal of the Goods to the extent that that removal is by land. If You instruct Us to arrange for any part of the overseas removal of the Goods by land to be undertaken by a removal contractor nominated by You, We will do so on Your behalf and as Your agent, and subject to the terms and conditions of that contractor.

# 4.5 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 subclause, 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.

# 5. Delivery

5.1 We shall not be bound to deliver the Goods except to You or a person authorised in writing by You to receive the Goods. If We cannot deliver the Goods either because there is no authorised person there to receive them on Our arrival, or because We cannot gain access to the premises, or for any other reason beyond Our control, We will be entitled to unload the Goods into a warehouse, and will be entitled to charge an additional amount for storage and for the subsequent re-delivery of the Goods. If this happens, We will endeavour to contact You to ascertain whether You have any alternative instructions.

# 6. Storage Conditions

- 6.1 **Inventory.** We will prepare an inventory of Goods received for storage and will ask You to sign that inventory. You will be provided with a copy of the inventory. If You sign the Inventory, or do not do so and fail to object to its accuracy within 7 days of receiving it from Us, the inventory will be conclusive evidence of the Goods received by Us. The inventory will disclose only visible items and not any contents unless You ask for the contents to be listed, in which case We will be entitled to make a reasonable additional charge.
- 6.2 **Contact Address.** You agree to advise Us of an address to which We can forward any notice or correspondence, and to promptly notify Us of any change of address.
- 6.3 **Price Changes.** Our storage charges will be as quoted to You for the first 26 weeks of storage. After 26 weeks, We may change the storage charges from time to time on giving 28 days' written notice to You.
- 6.4 **Warehouse Change.** We are authorised to remove the Goods from one warehouse to another without cost to You. We will notify You of the removal and advise the address of the warehouse to which the Goods are being removed not less than 5 days before removal (except in emergency, when such notice will be given as soon as possible).
- 6.5 **Inspection of Goods in Store.** You are entitled, upon giving Us reasonable notice, to inspect the Goods in store, but a reasonable charge may be made by Us for this service.
- 6.6 **Removal from Storage.** Subject to payment for the balance of any fixed or minimum period of storage agreed, You may require the Goods to be removed from store at any time on giving Us not less than 5 working days' notice. If You give Us less notice, We will still use Our best endeavours to meet your requirement, but shall be entitled to make a reasonable additional charge for that short notice.
- 6.7 **Compulsory Removal and Disposal.** You agree to remove the Goods from storage within 28 days of a written notice of requirement from Us to do so. In default, We may, after 14 days' notice to You, sell all or any of the Goods by public auction or, if that is not reasonably practicable, by private treaty and apply the net proceeds in satisfaction of any amount owing by You to Us.

# 7. Charges and Payments

- 7.1 **Variation of Work Required and Delay.** If the work You ultimately require Us to do varies from the work for which a quotation or estimate has been given, or if We are prevented from or delayed in performing the Services or any part thereof (except where that prevention or delay results from factors within Our control), We will also be entitled to make a reasonable additional charge. Unless otherwise expressly stated, any quotation or estimate assumes that there will be no interruption or hindrance in the carrying out of the removal, and that ingress and egress can be easily effected under all conditions, and We will be entitled to make a reasonable additional charge for any interruption or hindrance which is beyond Our control or if ingress or egress cannot easily be effected.
- 7.2 **Alteration of Dates.** If a date for the performance by Us of any part of the Services is agreed upon in the quotation and acceptance or subsequently, and You require that date to be altered or the Goods are not available on that date. We will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.
- 7.3 **Payments to Third Parties, Taxes and Duties etc.** We will be entitled to reimbursement from You of any amount which We have been required to pay to a third party (other than a Subcontractor) to obtain or effect delivery of the Goods. In addition, unless expressly stated otherwise, Our quotations exclude customs duties, sales tax, GST and other similar Government charges and costs and charges which may be associated with any necessary fumigation, steam cleaning, demurrage or bonding charges or store handling and rental.
- 7.4 **Payment by Third Party.** If You arrange with Us or instruct Us that our charges are to be paid by a third party, and if that party does not pay the charges within 14 days of the date set for payment or, if no date is set for payment, within 14 days of the date of invoice, You agree to thereupon pay the charges.
- 7.5 **Default Charges.** If amounts are outstanding from You to Us for more than 30 days, We will be entitled to charge interest at the Commonwealth Bank maximum personal overdraft interest rate for amounts not exceeding \$100,000 from time to time, calculated on daily rests.
- 7.6 **Contractual Lien.** All Goods received by Us will be subject to a general lien for any moneys due by You to Us relating to any Services provided under this or any other agreement. Without prejudice to any other rights which We may have under this contract or otherwise at law, if any amounts have been outstanding for a period of 26 weeks, We may give 28 days' written notice to You of intention to sell, and if the outstanding amount is not paid within that period, We may sell all or any of the Goods by public auction or, if that is not reasonably practicable, by private treaty and apply the net proceeds in satisfaction of the amount due.

# 8. Loss or Damage – Private Removals and Storage

8.1 **Trade Practices Act.** 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 warranties implied by section 74 of the Trade Practices Act 1974 being, in particular, a warranty by Us that the Services will be rendered with due skill and care, and the following conditions of this clause 8 will apply.

- 8.2 **Exclusions.** We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control. including weather or industrial disputes, nor for any loss, damage or delay that results from any act or omission of any International Sea or Air Carrier, nor of any removal contractor who performs any part of the overseas removal of Goods by land unless that removal contractor is a Nominated Agent.
- 8.3 Damage to Goods - Packaging. If the Goods sustain damage by reason of defective or inadequate packing or unpacking, and the packing or unpacking (as the case may be) was not undertaken by Us or a Subcontractor. We will not be liable.
- **Damage to Goods Inherent Risk.** Certain goods 8.4 (including electrical, electronic and mechanical appliances, computer equipment, scientific instruments, certain musical instruments and marble and slate) are inherently susceptible to suffer damage or disorder upon removal. Unless that damage or disorder results from the want of due care and skill on Our part, We will not be liable.
- Notification of Loss or Damage. Any claim for loss or 8.5 damage under this clause 8 is to be notified by You to Us in writing, or by telephone and later confirmed in writing, within a reasonable time after the date of delivery. We will have the best chance of locating any misplaced items, or ascertaining the cause of damage, if that notification is given to Us within 2 working days.
- 8.6 Maximum Value of Goods. In any claim for loss or damage under this clause 8, any estimate of the total value of the Goods or of the value of individual items or sets or categories of items comprising part of the Goods which You have provided to Us. whether for the purposes of insurance or otherwise, will be prima facie evidence that the total value of the Goods did not exceed that estimate at the time of loss or damage.

# 9. Loss or Damage - Commercial Removals and Storage

- **Application.** If the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, the following conditions of this clause 9 will apply.
- **Negligence.** We will only be liable for loss or damage resulting 9.2 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).
- 9.3 **Exclusions.** We will not be liable for:
- any loss, damage or any delay which results from any cause beyond Our control, including weather or industrial disputes;
- any loss, damage or delay that results from any act or omission of any International Sea or Air Carrier, nor of any removal contractor who performs any part of the overseas removal of the Goods by land unless that removal contractor is a Nominated Agent:
- loss or damage resulting from inadequate or improper packing or unpacking unless the Goods damaged or causing damage were both packed and unpacked by Us;
- loss or damage to jewellery, watches, money or negotiable instruments: or
- electrical, electronic or mechanical derangement to Goods. 9.4 Claims.

In circumstances where We are liable under subclause 9.2:

notice of the claim must be given by You to Us as soon as possible, and written notice must be given within 14 days of the date of delivery or, in the case of loss, the date upon which the Goods would ordinarily have been delivered, failing which We will have no further liability:

- in the event of the loss of or damage to any article or articles in a • collection, set or other combination, the value of the particular article or articles lost or damaged shall be determined without regard to the value which they may have had as part of any such collection etc: and
- in satisfaction of any claim, We may repair or replace the Goods or other property without liability for depreciation and in that event Our liability will not exceed the cost of repair or replacement.

# 10. Insurance

- 10.1 **Our Insurance.** We can arrange for the Goods to be insured during transit and storage. Details of the insurance and the rates are set out in Our quotation and the Product Disclosure Statement and Financial Services Guide provided to You. This insurance will only be arranged if You request Us in writing to do so (including by so indicating in Your written acceptance of Our quotation).
- 10.2 **Other Insurance.** You may, of course, arrange insurance with an insurer of Your choice.
- 10.3 **Assignment.** If, in discharge of any liability imposed on us in these conditions or otherwise. We make payment of any amount to You in respect of loss of, damage to or delay in delivery of the Goods (including consequential loss), You hereby assign to Us all rights which You may have under any policy of insurance to recover such amount and You hereby irrevocably appoint Us as Your attorney with full power in Your name, to claim, demand, sue for and recover any such amount and You shall execute any documents and provide any information as may be necessary to enable Us to obtain the full benefit of this condition.

# 11. Disputes

- 11.1 Notification of Dispute. If You or We consider that a dispute has arisen in relation to this agreement (either during the Services, or after they have been completed), written notice of the dispute will be given to the other party. Even if that notice is given, You and We must continue to perform any obligations outstanding by Us under the agreement.
- 11.2 **Dispute Resolution.** If You and We cannot resolve the dispute between Us, You are entitled to refer the dispute to the Australian Furniture Removers Association (telephone 02 9659 5300) which has procedures for dispute resolution, and We, but not You, will be bound by the outcome of that referral.

# 12. Variation and Notice

- 12.1 **Variation.** The terms of these conditions cannot be varied other than by Your and Our mutual consent. Our consent can only be given by a proprietor, director, secretary or manager, and must be evidenced in writing.
- 12.2 **Notice.** Any notice to be given by Us to You may be given personally or by prepaid post addressed to Your address last known to Us, or by facsimile to a facsimile number at that address, or by electronic mail.

# 13. Applicable Law

13.1 The law which governs this agreement will be the law applicable in the place in which the agreement is made.



R J Nuss Removals Pty Ltd ABN 35 000 932 141

 Melbourne 708 Mowbray Road West, Lane Cove NSW 2066 Australia Tel: +61 (0)2 9425 4600 Fax: +61 (0)2 9427 2956 sydney@nuss.com.au

148-152 Browns Road, Noble Park VIC 3174 Australia Tel: +61(0)3 8793 4800 Fax: +61 (0)3 8793 4888

# **Customer Name:**

Address:

# **1. ACCEPTANCE BY CUSTOMER**

I/We accept the attached quotation and the Conditions of Removals and Storage and agree to pay all appropriate charges in the prescribed manner.

# 2. INSURANCE

- I do require Insurance. Note: you must also complete a declaration form and pay us the appropriate premium for insurance to be arranged. Please refer to our Financial Services Guide (FSG) and Product Disclosure Statement (PDS). I do not require Insurance (I will either make my own arrangements or choose to take no insurance at all). I/We confirm that:
- I/We have received the FSG & PDS for the Customer Goods in Transit Insurance Policy (and attached Policy Wording).
- I am/We are aware undervaluation may result in any claim being reduced.
- I/We have received and agree to the Conditions of Removals and Storage.

# 3. PERSONS TO ACT ON YOUR BEHALF (If applicable)

I/We authorise the person named below to act as my/our agent with my/our complete authority to deal with the goods including acceptance of delivery, change of address or placement into storage during my/our absence.

Name Address	 Tel. Number Home Tel. Number Work	()

# 4. DESTINATION CONTACT/DELIVERY ADDRESS:

	er Hours)	.(Business Hours)	
	ure date/ Arrival date//		
·	OUR CONTACT DETAILS DURING TRANSIT OR WHILST G	OODS ARE IN STORAGE	
Contact	t Address	Tel (1) () Tel (2) () Mobile	
	Postcode	Email	
6. PAY	MENT DETAILS		
	<ul> <li>Private account - All charges must be paid prior to the collection date.</li> <li>Company account</li> <li>Payment by credit card (Visa/Mastercard/Amex) will always incur a surcharge; The applicable surcharge is shown on the credit card authorisation form and varys depending upon the card used.</li> </ul>		
If the re purchas Also no	emoval and/or storage account is to be paid by a company or orga se order or written confirmation of responsibility to pay on company te Conditions 7.3 and 9.	anisation then please complete details below and provide a y letterhead to us prior to work commencing.	
Compa	iny Name	Tel. Number Home () Tel. Number Work ()	

Signature(s)

**ORIGINAL - RETURN TO NUSS REMOVALS** 

.....

# **ACCEPTANCE OF QUOTATION**

**Quotation No:** 

Date:

**Consultant:** 

I/We estimate to the best of our knowledge and belief that the total present value of the goods does not exceed \$.....

Tel. Number Home () Tel. Number Work ()	
Date	
	12/3/07



RJ Nuss Removals Pty Ltd ABN: 35 000 932 141 Head Office, 708b Mowbray Rd Lane Cove NSW 2066 Tel: +61 (0)2 9425 4600 Fax: +61 (0)2 9427 2914 Email: insurance@nuss.com.au Authorised Representative No. 260812

# **Insurance Extension of Cover (Derangement).**

(To be used in conjunction with the NussEasy Cover Insurance declaration).

Where the *NussEasy* cover Insurance option (Option A) is selected, the standard policy exclusion for electrical, electronic and mechanical derangement (see 'other excluded risks in the policy terms & conditions) will be waived and cover will be **included** on the condition that the items for which this cover is requested are under 7 years of age and that the insured accepts responsibility to ensure that the packing crew supervisor completes and signs the declaration below to warrant that he/she has viewed those items in working order prior to packing/wrapping.

# List of Items covered under electrical, electronic and mechanical derangement

Name:		Docket No:	
From:		Removal Date:	
То:			
List Electrical Item & serial nbr. (must be less than 7 yrs old)	Crew Leader Signature Crew leader to confirm working order	Clients Signature	
L	1	01/04/11	