



**FNQ MOVING
COMPANY**
LOCAL & INTERSTATE

FNQ MOVING COMPANY
Australia Wide Interstate Removals
Service You Can Rely On

TERMS & CONDITIONS

FNQ MOVING PTY LTD ABN 42 657 514 620

This website www.fnqmovingcompany.com is operated and owned by us - FNQ Moving PTY LTD ABN 42 657 514 620 (Hereinafter: "we", "us", "our", "company"). These Terms and Conditions VOL 2-2021 ("Terms") contained herein on this webpage, shall govern your ("You" or "Customer") use of this website and usage of any product or service of FNQ Moving Company, including all pages within this website www.fnqmovingcompany.com (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of our services by any means.

You must not use our Website or any of the products and services of FNQ Moving Company's, if you have any objection to any of these terms.

Our quotes are based on good access unless noted at both premises, please see the following:

Good access is defined as no more than 1 flight of Stairs (less than 12 steps) also where semi-trailers, large trucks with trailers and light rigid trucks can safely and legally park within a 30m radius of your door. Please note that trucks need at least 3.8m - 4.3m height clearance. Low hanging tree branches, power lines and shrubs can impede access to your premises. We also need to be notified if your street, road, etc. has any load restrictions, we must have this information regarding access to your premises to ensure our quotes are accurate at the time of booking. All lift access relocations (whether a high rise, apartments, offices etc.) incur an additional charge due to the extra time taken to load/unload. In the event any access issues occur, this cost may be passed directly onto the customer, if you are unsure of your access please do not hesitate to contact one of our friendly staff to discuss this matter.

Access fee's may apply and vary depending on what's required. For example, a ferry vehicle for a steep driveway. If you have not advised us of this, at pick up you will be charged for the fee, extra time taken to load/unload. We request all information at time of booking by way of booking questions .

We request a furniture inventory. Drivers are instructed to collect listed items only.

1. Agreement

(a) These terms make up a legally-binding agreement between us and "You" the "Customer" using our booking systems/platform or when/if required a "Moving Partner/Mover" being connected with the customer through using our services. These Terms, including any legal notices and disclaimers contained on our Website/Attached to your booking confirmation - constitute the entire agreement between FNQ Moving Company and you as the customer in relation to your use of our services, and supersede all prior agreements and understandings with respect to the same.

2. FNQ Moving Company Services in detail:

FNQ Moving Company Services comprise of:

- (a) monitoring, reviewing, administrating and operating our website and phone, text, email, social media accounts, and connecting you with our services and or when deemed necessary and if appropriate our 'Moving Partners/otherwise known as Movers'.
- (b) any services we may offer or agree (at our absolute discretion) to provide in order to assist a Customer with scoping Move and booking a Mover (Assisted Booking Services whereby there is the involvement of a 'Moving Partner/Mover'.); and
- (c) any other products, services, features, contests or promotions offered by FNQ Moving Company from time to time.

3. FNQ Moving Company role and obligations

- (a) FNQ Moving Company role is that of an independent provider of:
 - (i) a transport / removalist company &
 - (ii) booking services that utilises moving partners other transport and removals companies from time to time which is clearly stated on your booking confirmation.
- (b) FNQ Moving Company does not:
 - (i) act as a representative or agent of, on behalf of, employer of, or for the benefit of, any Customer, Mover/Moving Partner or third party;
 - (ii) take any responsibility for any aspect of any interactions between Users;
 - (iii) take any responsibility for a Customer's use of, the accuracy of, or any estimates or quotations made using the Inventory Spreadsheet;
 - (iv) act as an intermediary between Users, or assist or involve itself in any dispute between Users, unless the permitted job was executed by the employed team at FNQ Moving company, however will not intervene should a 'Moving Partner' have completed your job as a common carrier, however we may elect to do so (at our absolute discretion) to improve all Users experience;
 - (v) take any responsibility for the capacity of Users, including the ability of 'Moving Partners/Movers' to perform removalist services and the ability of Customers to pay for removalist services; or
 - (vi) take any responsibility for the truth or accuracy of any information provided by Users.

(vii) Create Transport or Removals Contracts on behalf of Moving Partners/Movers and we are not responsible for the accuracy of such document headlined 'Transport or Removals Contracts' 'Booking Questions' or words to that effect, or any documents received by any third party in relation to your booking confirmation sent to you by FNQ Moving Company.

4. Customer representations and warranties

You represent, warrant and guarantee that:

- (a) you are at least eighteen years old;
- (b) you have the legal right and capacity to enter into a legally binding agreement with us on your own behalf or on behalf of the person or entity you represent (as applicable);
- (c) you are the owner of the goods to be moved pursuant to the booking confirmation, and any transport contract or removal contract you enter with us or moving partners or an authorised representative
- (d) you agree to use our Email/Web Booking and Services in accordance with these Terms, our Website Terms of Use, our Policies and all applicable laws and regulations;
- (e) any information which you have provided to us or submitted via any means is accurate (such as email, phone, text);

5. Customer's role and obligations

- (a) Your role is that of a bona fide Customer using the Platform and Services to seek and book removalist and or transport services.

In using our services, platforms or third party platforms, you must:

- (i) be eighteen or older at all relevant times;
- (ii) have the legal right and capacity to enter into a legally binding agreement with us on your own behalf or on behalf of the person or entity you represent (as applicable);
- (iii) be either the owner of the goods to be moved pursuant to a Transport or Removal Contract, or the authorised agent of the owner;
- (iv) comply with these Terms, the information stated on your booking confirmation, our Policies, the terms and conditions of any third-party payment providers used to process your payments, and all applicable laws and regulations; and

(v) ensure that all information which you submit via the booking process is accurate and kept up to date, and is not:

(b)

(1) potentially or actually harmful to , any User or any other person;

(2) false, misleading or deceptive;

(4) used in any way that infringes on any proprietary or intellectual property rights;

(5) defamatory, harassing or threatening; or

(6) in breach of any applicable law.

(b) You are solely responsible for your choice of Mover and your obligations under any applicable Transport or Removal Contract.

6. Mover's role and obligations

(a) The role is that of a bona fide service provider Services to offer Transport or Removalist services.

(b) In using our, Services and emails, you must:

(i) be eighteen or older at all relevant times;

(ii) comply with these Terms, our Website Terms of Use, our Policies and all applicable laws and regulations;

(iii) comply with the terms of any Transport or Removal Contract you create and enter with the customer;

(iv) hold all permits, registrations and authorisations required of a prudent provider of like services, including all relevant business and tax registrations (such as a Tax File Number and ABN);

(v) have the right to work in Australia;

(vi) ensure that all information which you submit to us or the customer is accurate and kept up to date, and is not:

(1) potentially or actually harmful to , any User or any other person;

(2) false, misleading or deceptive;

- (4) used in any way that infringes on any proprietary or intellectual property rights;
- (5) defamatory, harassing or threatening; or
- (6) in breach of any applicable law.

(b) You must provide or the Customer, if requested, your terms and conditions and must ensure that you give us notice of any changes to those terms and conditions.

Once you have confirmed a Customer's booking, (communicating acceptance of the Customer's offer via FNQ Moving Company's email, text phone record or social media); You agree to be bound to any Removal Contract created and delivered to us by you which you have provided to all parties, prior to the commencement of the job which is at acceptance of the job, when price and conditions were offered to you initially. Should you not have created a transport or removals contract with the Customer, after confirmation booking is sent to them and to you, and before collection of goods, the Booking Confirmation created by FNQ Moving Company will be enforced and all such terms and conditions supplied by FNQ Moving Company will be enforced and hold great weight. You are solely responsible for your obligations under any Transport or Removal Contract and if not, the booking details sent to you when being hired for the job, otherwise known as 'Booking Details'. You are solely responsible for adhering to and respecting the terms and conditions set out under 'Mover Terms & Conditions'. You are the carrier responsible for the customer's goods at all times.

7. Fees and variations

(a) Terminology. 'Movers Fee' (Relates to the transport or removals carrier moving your goods). 'Service Fee' relates to the deposit paid when booking, which is the fee to FNQ Moving Company for its services unless the job was completed by the employed team at FNQ Moving Company. If a 'Moving Partner/ Third Party Mover' collected your goods or stored them, therefore the agreement is between you and the 'Moving Partner' and therefore the 'Movers Fee' does not involve FNQ Moving Company.

(c)

(f) Service Fee

The Service Fee (Deposit) is our fee charged to 'you' the Customer in consideration for providing 'booking' Services.

FNQ Moving Company will be taken to have rendered its Services at the time of Booking Confirmation, if a 'Moving Partner/Mover' is involved in such move, and the Customer is obliged to pay the 'Movers Fee' directly to the Moving Partner/Mover. The Service Fee is deducted directly from the Customer's payment of the Deposit or Quoted Price (as applicable). This will be noted on your booking confirmation that there is a Moving Partner Service Fee due on your booking confirmation, normally listed where payment balance is due on pick up on booking confirmation, along with the Moving Partners ABN.

Additional Cost from our price/quote: Quote is based on inventory provided, if there are additional items or items that are abnormally large extra charges may apply.

In the event that additional/large items cannot travel due to lack of available space we will/or the moving partner (whichever applicable and responsible) will arrange to transport them at a later date. Any transit/shuttle vehicles required due to undisclosed access issues will incur additional cost.

Any extra labor, packing, storage, diversions, additional pickups/deliveries not disclosed at time of quote will incur additional charges.

Price/quote is based on good access at both premises, please see the following:

Good access is defined as no more than 1 flight of Stairs (less than 12 steps) also where semi-trailers, large trucks with trailers and light rigid trucks can safely and legally park within a 30m radius of your door. Please note that trucks need at least 3.8m - 4.3m height clearance. Low hanging tree branches, power lines and shrubs can impede access to your premises. We also need to be notified if your street, road, etc. has any load restrictions, we must have this information regarding access to your premises to ensure our quote is accurate at the time of booking. All lift access relocations (whether a high rise, apartments, offices etc.) incur an additional charge due to the extra time taken to load/unload.

Access fees of a minimum \$165 at either end will apply should you have access considered otherwise 'Good'.

(l) Unless otherwise stated, all amounts set out in these Terms are inclusive of GST.

8. Payment

(a) Our 'Service Fee' is taken at the time of booking. You must pay us FNQ Moving Company OR the 'Mover / Moving Partner' the balance of the move set out in the booking confirmation to the mover, unless there has been a transport or removals contract created by a Moving Partner/Mover which has offered you different payment terms, as soon as the goods are loaded onto said vehicle. Which is listed as 'balance payable on pick up' on your booking confirmation.

(b) Please have accessible funds ready to pay the balance on pick up day to avoid possible delays with delivery and extra charges that would likely be added on by us FNQ Moving Company or Mover / Moving Partner directly.

9. Cancellations and refunds

(a) The rights and obligations arising from the cancellation of a Transport or Removal Contract (including refunds of amounts paid under that agreement) will be governed by that Transport or Removal Contract, except to the extent that they are inconsistent with these Terms.

(b) FNQ Moving Partner is not always a party to your Removal Contract. If we are not a party to your removal contract, we will stipulate on your 'booking confirmation' the ABN and amount to pay in the payable balance on date of pick up or otherwise confirmed on your booking confirmation. If that is the case, we FNQ Moving Company makes no representations, warranties or guarantees about a Mover/Moving Partner or Customer's right to cancel their Transport or Removal Contract or to claim a refund of, or otherwise recover, any amounts paid pursuant to that Transport or Removal Contract that exists between you and the Moving Partner. A booking confirmation is not defined as a Transport or Removals Contract.

(c) If a Customer cancels their booking, or if the Mover/Moving Partner cancels or fail to perform a Transport or Removal Contract, FNQ Moving Company will only be responsible for the refund (if any) of the Service Fee as outlined on the Booking Confirmation. The Customer may make a claim against the Moving Partner/Mover directly for recovery of the Mover's Fee (if applicable, under the Transport or Removal Contract), which must be performed outside of the FNQ Moving Company's services.

(d) Any transaction fee charged by FNQ Moving Company's third party payment service provider is be non-refundable unless we acted as the common carrier which will be stipulated on your booking confirmation.

While we take the utmost care in moving your belongings,

If possible please box all TVs. Vibration does occur in all trucks. If unable to pack in a box we will soft tie it to a mattress to absorb most of the vibration.

We do not recommend fragile or breakable items in plastic tubs as they are not a good replacement to packing boxes.

We recommend that all drawers are empty as the added weight may compromise the structural integrity of the drawers.

Our insurance does not extend to any items 'packed by customer' in the event of a transit total loss claim.

Customer Refunds:

1. If you have made a standard booking and wish to cancel.

(a) You may do so provided it is at least 3 weeks before the move date.

(b) Within 2 days of the date you paid your deposit (Service Fee)

2. However:

(b) If this is a short notice booking (within 10 days) where you have paid in full the Service Fee, it is non-refundable. OR

(c) If this move is in the peak (busy) period, October, November, December, January Moves are considered a short notice booking.

(d) No refund for a simple change of mind

10. Insurance

(a) FNQ Moving Company requires all Movers/Moving Partners to hold Goods and Transit Insurance as a condition of using the Platform/Site/Manual Lead Generator. However, FNQ Moving Company does not represent, warrant or guarantee that any particular Mover's/Moving Partners insurance is current, covers any particular User or is adequate or appropriate for any particular User.

(b) FNQ Moving Company may take out insurance from time to time and that insurance may extend some types of cover to Users. However, FNQ Moving CompanyTransport does not represent, warrant or guarantee that any of its insurance policies will cover Users. FNQ Moving Company reserves the right to change the terms of its insurance policies with its insurance providers at any time and without notice.

(c) If insurance is available, we shall not be liable for any loss/damages to any goods or property while in transit, being carried, transported, delivered, packed, unpacked, assembled, disassembled and stored.

We strongly recommend our customers take out their own Insurance of goods while in transit. This is called Marine Insurance. We are not experts in the arrangement of insurance and hence are not qualified to and do not act as an Australian Financial Services License.

11. Our liability to you

To the maximum extent permitted at law:

(a) FNQ Moving Company disclaims all implied warranties, including warranties of title, merchantability, fitness for a particular purpose and non-infringement;

(b) FNQ Moving Company disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any

inaccuracy of information provided, or the lack of fitness for purpose of any goods or services supplied), arising out of or in any way connected with:

- (i) the availability or otherwise of the Services or your suspension from access to our Services;
 - (ii) any transaction of any kind between Customers and Movers/Moving Partners, including in relation to the terms of, performance or non-performance of, payment under, or liability arising from the Transport or Removal Contract;
 - (iii) any transaction of any kind between Users and third parties; or
 - (iv) any damage of any kind to property, or personal injury, caused or incurred by Moving Partner/Mover.
- (c) FNQ Moving Company disclaims all liability for indirect, incidental or consequential loss or damage of any kind (including, without limitation, lost profits or lost savings);
- (d) FNQ Moving Company's liability to any User of any Service is limited to the total amount of payments made by that User to FNQ Moving Company during the twelve-month period prior to any incident causing the liability of FNQ Moving Company Transport, or \$50, whichever is greater;
- (e) FNQ Moving Company's liability to any User in relation to a breach of any Non-Excludable Condition (other than a Non-Excludable Condition that by law cannot be limited) is limited, at our option to any one of resupplying, replacing or repairing, or paying the cost of resupplying, replacing or repairing goods in respect of which the breach occurred, or supplying again or paying the cost of supplying again, services in respect of which the breach occurred; and
- (f) FNQ Moving Company shall not be liable to you for any delay or non-performance of our obligations under these Terms arising from any cause beyond our control including, without limitation, act of God, governmental act, war, fire, flood, explosion or civil commotion.

12. Your liability to us

To the maximum extent permitted at law, you will be responsible and liable to us for all actions, claims, proceedings, costs, damages, losses and expenses (including, without limitation, legal fees) incurred by us, and each of our officers, directors, employees and agents, arising out of, or in any way connected with, your use of the Platform or Services or breach of these Terms.

13. Termination

- (a) FNQ Moving Company at its absolute discretion immediately terminate any agreement with you under these Terms at any time upon notice to you, suspend your access to the Platform or Services, and remove any content you have uploaded to our Website or Platform.
- (b) Termination of these Terms does not affect any Transport or Removal Contract that has been formed between Users.
- (c) Clauses 7, 12, 14, 15 and any other terms which by their nature should continue to apply, will survive any termination or expiration of these Terms.

14. Jurisdiction

Your use of our Platform and Services and these Terms are governed by the law of Queensland and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State.

15. Notices

(a) Except as stated otherwise, any notices to FNQ Moving Company must be given by email to fnqmovingcompany@gmail.com

(b) Any notices from FNQ Moving Company to you will be given using the contact details provided by you to us upon your request for your quotation.

16. General provisions

(a) Entire Agreement: Each party has relied entirely on its own enquiries in entering into these Terms that contains the whole agreement between them, superseding all prior oral and written communications.

(b) Other Acts: Each party must:

(i) use its best efforts to promptly do all things reasonably necessary to give full effect to these Terms; and

(ii) obtain and maintain all consents, approvals and authorities necessary for any party to perform its obligations under these Terms.

(c) Severance: The provisions of these Terms are severable, and if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions shall be binding and enforceable.

(d) Waiver: any failure by a party to enforce that party's rights under these Terms and any forbearance delay or indulgence granted by that party to any other party shall not be construed as a waiver of that party's rights under these Terms.

(e) Costs: Each party will pay their own costs in relation to these Terms.

17. Interpretation

The following rules apply unless the context requires otherwise:

(a) headings are for ease of reference only and do not affect interpretation

(b) the singular includes the plural and vice versa, and a gender includes other genders;

(c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

- (d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (e) a reference to a clause is a reference to a clause of this document;
- (f) a reference to an agreement or document is to the agreement or document (or schedule) as amended, varied, supplemented, novated or replaced, from time to time;
- (g) a reference to a party to an agreement or document includes that party's successors, permitted substitutes and permitted assigns (and, where applicable, that party's legal personal representatives);
- (h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (i) a reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing;
- (j) a reference to dates and times are to those dates and times in New South Wales;
- (k) a reference to "dollars", "\$" or an amount of money is to Australian currency;
- (l) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions; and
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it.

18. FNQ Moving Company Glossary / Definitions

Certain words that appear in bold have the following special meanings:

Ancillary Products and Services means the services described in clauses 2(c) and 5.

Assisted Booking Services means the services described in clauses 2(b) and 4.

Booking Confirmation has the meaning given in clause 3(b)(ix)

Customer 'YOU' has the meaning given in clause 3(a)(i).

Directory relates to any contact for a Moving Partner/Mover and advertised as such.

Deposit means a charge representing FNQ Moving Company 'Service Fee'

Manual Lead means you have been phoned/emailed or messaged for a booking by FNQ Moving Company. This is not given to you automatically by any platform.

Move means the transport by a Mover of Customer goods from one address to another.

Move Date means the calendar date of a Move.

Move Details means the information required by the Mover to arrange the Move, including Customer contact details, pick-up and delivery addresses, volume and types of goods to be moved, and preferred Move Date.

Mover has the meaning given in clause 3(a)(i).

Mover Account means any account which you hold on our Platform or Directory.

Mover's Fee means the total of all fees quoted to a Customer by a Mover for a Move pursuant to a Removal Contract.

Mover Services means the provision of move of truck/rail/container space to move goods from one location to another, together with any other services offered by a Mover to facilitate a Move.

FNQ Moving Company, we, or us means FNQ Moving Company.

Non-Excludable Condition means any implied condition, warranty or guarantee in a contract, the exclusion of which would contravene the law or cause any part of the contract to be void.

Platform means any web-based platform that is operated or a third party platform that you use described in clauses 2(a) and 3.

Social Media: Instagram, Facebook, TikTok

Quoted Price means the price quoted to a Customer in relation to a Move (including the Mover's Fee and Service Fee, as adjusted or varied by any Variations agreed in writing between the Customer and Mover).

Removal Contract has the meaning given in clause 3(b)(x,xi).

Services means the provision of FNQ Moving Services, any Assisted Booking Services, and any Ancillary Products and Services (as applicable).

Service Fee means the fee payable to FNQ Moving Company or otherwise deposit.

Short Notice Booking has the meaning given in clause 3(b)(vi, vii).

Site means website and any associated subdomains.

Standard Booking has the meaning given in clause 3(b)(vi,vii).

Terms means this document, the Mover Terms and Conditions.

Trip Details means the combination of the transport details (for example capacity and vehicle registration) and the trip details (for example locations and timing).

User means any user of the FNQ Moving Company website or Services, including both Customers and Movers/Moving Partners.

Variation has the meaning given in clause 10(j).

You the 'customer'.

19. FNQ Moving Customer

Customers using our platform and its services are obliged not to engage in any illegal or unlawful activity.

20. Indemnification

Customer shall indemnify, defend, and hold harmless FNQ Moving Company and its Affiliates and their respective associates from any and all Losses arising from, in connection with, or based on any allegations made by third parties.

21. Contact

If there are any questions regarding these Terms and Conditions, please reach out to us on www.fnqmovingcompany.com

FNQ MOVING COMPANY ABN 42 657 514 620