

# Terms and Conditions

## Move with Maestro

### Company Details:

- Move with Maestro
  - 35 Dryburgh Street, Melbourne VIC 3003, Australia
  - ABN: 42251146518
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## 1. Definitions

In these Terms and Conditions:

**"Company"** means Move with Maestro (ABN: 42251146518)

**"Client"** means the person or entity engaging the Company's services

**"Goods"** means all items, belongings, furniture, and possessions to be moved

**"Services"** means removal, relocation, packing, storage, and related services provided by the Company

**"Contract"** means the agreement between the Company and Client for the provision of Services

**"Estimate"** means the preliminary quotation provided by the Company

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## 2. Acceptance of Terms

2.1 These Terms and Conditions apply to all Services provided by the Company.

2.2 By engaging the Company's Services, the Client agrees to be bound by these Terms and Conditions.

2.3 These Terms and Conditions supersede any previous agreements, representations, or understandings between the parties.

2.4 No variation to these Terms and Conditions shall be effective unless agreed to in writing and signed by both parties.

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## 3. Quotations and Estimates

3.1 All quotations and estimates are valid for 30 days from the date of issue unless otherwise specified.

3.2 Quotations are based on information provided by the Client and are subject to variation if actual circumstances differ.

3.3 The Company reserves the right to adjust pricing if:

- Additional services are required
- Access conditions differ from those described
- The volume or nature of Goods differs from the original assessment
- Delays occur due to circumstances beyond the Company's control

3.4 All prices are inclusive of GST unless otherwise stated.

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## 4. Booking and Confirmation

4.1 **The Booking:** The Client needs to inform the Company what items require moving and where they need to go. The Company will estimate which vehicle to use and how long the move might take. **This is an estimate only.** The list that the Client provides at booking is a guide to what the Company is expecting to move on the day, not an itemised inventory.

4.2 Bookings are confirmed upon receipt of confirmation email from Client and any required deposit.

4.3 The Client must provide accurate information regarding:

- Inventory of Goods to be moved
- Access conditions at both pickup and delivery locations
- Special requirements or fragile items
- Contact details and availability

4.4 The Company will confirm the moving date and time in writing.

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## 5. Payment Terms

5.1 Payment terms are as specified in the quotation or contract.

5.2 Unless otherwise agreed, payment is due:

- Deposit: Upon booking confirmation
- Balance: On completion of Services or as otherwise specified

5.3 Accepted payment methods include cash, bank transfer, and credit/debit cards.

5.4 A surcharge may apply for credit card payments.

5.5 Interest may be charged on overdue accounts at the rate of 2% per month.

5.6 The Company reserves the right to withhold delivery of Goods until payment is received in full.

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## 6. Client Responsibilities

6.1 The Client must:

- Provide accurate inventory and access information
- Ensure all Goods are ready for collection at the agreed time
- Be present or arrange for an authorized representative to be present
- Provide adequate access for the Company's vehicles and personnel
- Obtain necessary permits or approvals for parking or access
- Disclose any hazardous, illegal, or prohibited items

6.2 The Client is responsible for:

- Disconnecting and reconnecting appliances unless specifically arranged
- Emptying and cleaning appliances
- Defrosting freezers and refrigerators
- Removing personal items from drawers and cupboards unless packing services are engaged

6.3 The Client warrants that they have the right to move all Goods and that no third party has any interest in the Goods.

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## 7. Company Responsibilities

7.1 The Company will:

- Provide experienced and trained personnel
- Handle Goods with reasonable care and skill
- Provide appropriate equipment and vehicles
- Maintain adequate insurance coverage

7.2 The Company will make reasonable efforts to:

- Complete Services within agreed timeframes
  - Protect Goods from damage during transit
  - Provide advance notice of any delays
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## 8. Liability and Insurance

8.1 The Company maintains public liability insurance and transit insurance.

8.2 **Damage Coverage Guarantee:** The Company WILL cover any physical damage caused by dropping, mis-handling, or inadequately securing of items by the Company, except in the following circumstances:

a) Televisions not packed in their original box, computer equipment, photocopiers, scientific instruments, musical instruments not in hard cases, architectural models, and sculptural artwork.

b) Pieces of glass not wrapped, or packed safely. This includes picture glass and table tops.

c) Stone, including marble, granite, composite or similar items. The Company will take these items if they can be safely moved, however the Company does not cover these items under the guarantee due to their inherent fragility.

d) Furniture designed to be flat packed, or made of pressed wood, such as IKEA, Fantastic Furniture or similar. These items are inherently susceptible to suffer damage or disorder, no matter how carefully moved. The Company recommends dis-assembly of such items before moving to reduce these risks.

e) Mobile Storage Customers. The Company will not cover any items packed into mobile storage containers (PODS, Taxibox, GoBox etc) under any circumstances.

f) Internal faults where the item was not mis-handled by the Company and was secured properly in the vehicle.

**8.3 Compensation and Repairs:** The Company uses reputable repairers. If Goods are damaged and taken for repair, the Company will repair them as close to their original condition as possible. The Company will not compensate for any consequential loss or loss of value.

The Company will not pay repair costs where these are likely to exceed the pre-damage market value of the item - in these cases the Company will offer compensation to the market value.

Where a replacement or compensation is offered, this is not a "new for old" service. The valuation will take into account the age, depreciation, and wear and tear of the item. If there is a dispute regarding the valuation of an item, it will be assessed by an independent licensed auctioneer, or a person nominated by the Company's insurance company.

**8.4** The Company's liability for covered damage is limited to:

- The replacement cost of damaged Goods, or
- The cost of repair where economically viable, or
- \$1,500 per item, whichever is the lesser amount

**8.5** The Company's total liability under any Contract shall not exceed the total value of the Contract.

**8.6** The Company is not liable for:

- Damage to Goods packed by the Client
- Damage caused by natural characteristics of Goods (e.g., warping, electronic failure)
- Damage to items of extraordinary value unless declared and additional insurance arranged
- Consequential or indirect damages
- Delays caused by circumstances beyond the Company's control
- Any items specifically excluded under Section 8.2 above

**8.7** Items of extraordinary value (exceeding \$1,500) must be declared, and additional insurance arranged at the Client's expense.

8.8 The Company recommends Clients arrange comprehensive insurance for valuable items and any items excluded from coverage under Section 8.2.

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## **9. Excluded Items**

9.1 The Company will not move:

- Hazardous materials (flammable, explosive, toxic, corrosive)
- Illegal items or substances
- Perishable food items
- Plants and living organisms
- Items with sentimental value only
- Cash, jewelry, precious metals, or securities
- Important documents (unless specifically packed by the Client)

9.2 The Company may refuse to move items deemed unsafe or inappropriate.

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## **10. Delays and Cancellations**

10.1 **Client Cancellation:**

- More than 48 hours before scheduled move: No charge
- 24-48 hours before scheduled move: 50% of quoted price
- Less than 24 hours before scheduled move: 100% of quoted price

10.2 **Company Cancellation:**

- The Company may cancel due to circumstances beyond its control
- Full refund will be provided if cancellation is by the Company

10.3 **Delays:**

- The Company will notify the Client of any expected delays
  - Time is not of the essence unless specifically agreed in writing
  - The Company is not liable for delays caused by weather, traffic, or other factors beyond its control
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## **11. Storage Services**

11.1 If storage services are provided:

- Goods are stored at the Client's risk
- Storage fees apply as specified in the quotation
- The Company maintains insurance for stored Goods

- Minimum storage period and notice requirements apply

11.2 The Client must maintain insurance for stored Goods.

11.3 The Company may dispose of Goods if storage fees remain unpaid for more than 30 days after written notice.

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## 12. Claims and Complaints

12.1 All claims must be submitted in writing within 7 days of delivery.

12.2 The Company will investigate all claims promptly and fairly.

12.3 Claims must include:

- Description of damage or loss
- Supporting photographs if applicable
- Proof of value
- Circumstances of damage or loss

12.4 The Company's decision on claims is final.

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## 13. Force Majeure

13.1 The Company is not liable for delays or failure to perform due to:

- Natural disasters
- Government actions or regulations
- Labor disputes
- Pandemics or health emergencies
- Other events beyond the Company's reasonable control

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## 14. Privacy and Data Protection

14.1 The Company collects and uses personal information in accordance with Australian Privacy Laws.

14.2 Personal information is used solely for providing Services and may be shared with subcontractors as necessary.

14.3 The Company maintains reasonable security measures for personal information.

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## 15. Dispute Resolution

15.1 The parties agree to attempt to resolve disputes through good faith negotiation.

15.2 If negotiation fails, disputes will be resolved through mediation.

15.3 These Terms and Conditions are governed by Victorian law.

15.4 The courts of Victoria have exclusive jurisdiction over any disputes.

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## 16. General Provisions

16.1 If any provision of these Terms and Conditions is invalid or unenforceable, the remaining provisions continue in full force.

16.2 The Company may assign its rights and obligations under these Terms and Conditions.

16.3 These Terms and Conditions constitute the entire agreement between the parties.

16.4 The Company reserves the right to update these Terms and Conditions with reasonable notice.

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## 17. Consumer Rights

17.1 Nothing in these Terms and Conditions excludes, restricts, or modifies rights under the Australian Consumer Law.

17.2 Where the Australian Consumer Law applies, the Company's liability is limited to the extent permitted by law.

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## 18. Contact Information

For questions regarding these Terms and Conditions or to make a claim:

### Move with Maestro

- Address: 35 Dryburgh Street, Melbourne VIC 3003, Australia
  - ABN: 42251146518
  - Email: [Insert Email Address]
  - Phone: [Insert Phone Number]
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*These Terms and Conditions are effective from [Insert Date] and supersede all previous versions.*

**By engaging Move with Maestro's services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.**