



## TERMS AND CONDITIONS

## Worldwide Mover Thailand

YOU SHOULD READ THIS DOCUMENT CAREFULLY BEFORE ENTERING INTO AN AGREEMENT WITH SIAM MOVE MANAGEMENT SERVICES AS IT LIMITS LIABILITY. PLEASE READ THIS IN CONJUNCTION WITH THE INSURANCE TERMS AND CONDITIONS.

### 1. DEFINITIONS

In these terms and conditions the following definitions are applicable:

- 1.1 "We" means Siam Move Management Services, "us" and "our" have the corresponding meanings.
- 1.2 "You" means the party, servant, or their agent, entering into the agreement for services provided by Siam Move Management Services. "Your" has the corresponding meaning.
- 1.3 "Sub-contractor" means any other person, other than Siam Move Management Services employees, appointed by Siam Move Management Services by agreement between Siam Move Management Services and the subcontractor, who performs (directly or indirectly) services or part of a service.

1.4 Words in one gender include all genders.

1.5 Words in the singular include the plural.

### 2. CONDITIONS

- 2.1 We are not a common carrier and will not be liable as such. All goods carried and/or services performed shall be subject to these conditions and we reserve the right to accept or refuse the carriage of any goods or the provision of any services for any particular person at our discretion.
- 2.2 We will not be liable for any delays due to circumstances beyond our control including, but not limited to, industrial disputes, road and traffic conditions, weather or acts of war.
- 2.3 You acknowledge that any and all information that you provide to 'us' may be relied upon by us in assessing and providing you with a quotation or estimate as to services necessary and you warrant that the information is accurate.
- 2.4 You warrant that upon entering this agreement you are either the owner of the goods specified in the agreement, or that you are the authorised agent of the owner.
- 2.5 You acknowledge that you or your appointed agent will be present when the consignment is loaded or unloaded. This does not apply where the consignment is being unloaded into or loaded from store.
- 2.6 Unless you have disclosed to us in writing you warrant that the consignment does not include, or contain, any goods which are, or may become, dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage vermin or pests. You acknowledge that we may refuse to remove, pack or store such items. If we discover any goods or substances of the above nature after the consignment has been received by us, we make take any reasonable action, including disposal, destruction or fumigation. You will be liable for any further or additional costs for this action.
- 2.7 Prior to commencement of the agreement you will provide written notice of all goods that are fragile, brittle, including those that are not readily apparent as such.
- 2.8 Prior to commencement of the agreement you will provide written notice of all goods that are or include precious objects, collections of art or items, or precision equipment or other with a value in excess of AUD\$2,000.00.
- 2.9 Please note that our insurers restrict liability when asked to transport plants, jewellery, cash, currency, livestock, bonds, and securities. Please read these terms and conditions in conjunction with the insurance policy terms and conditions and the individual service agreement between us.
- 2.10 You will ensure that, to the best of your ability, all goods to be removed or stored are uplifted by us and that none are taken in error. This does not apply where the goods are being uplifted from store.
- 2.11 Prior to commencement of the agreement you will provide written notice of any and all goods which may be required by or for any government inspection including but not limited to duties or quarantine inspections.
- 2.12 Any quotation for services is valid for 30 days from the date it is issued. We reserve the right to reissue a new quotation after this period.
- 2.13 Upon uplift or delivery of the consignment a further charge may be made for the removal of windows, doors, or the like to enable the removal to take place.
- 2.14 In the quotation, government taxes or charges are estimates of these charges, in the event that the taxes or charges are in fact higher the extra amount will be charged in addition of the quoted price.

### 3. METHOD AND MODE OF CARRIAGE

- 3.1 We are entitled to carry the consignment by any reasonable route and by any reasonable means. We will take into consideration all circumstances including, but not limited to, the nature and destination of any consignment being carried.

### 4. DELIVERY

- 4.1 We shall not be obliged to deliver the consignment except to you or your agent. If you require an agent to accept delivery of the consignment you must provide written notice that they are authorised to accept delivery.
- 4.2 If at the point and time of delivery we cannot deliver the consignment to either yourself or your authorised agent, or where we cannot gain access at the destination or for any other reason beyond our control, we are entitled to deliver the consignment into a store or warehouse. If this occurs you will be liable for any administration fees and charges for the aborted delivery. We will take all reasonable means available to us to contact you to receive alternate instructions and prevent this occurring.

- 4.3 We have an expectation and you acknowledge that there is a safe, practical and adequate place of entry as well as a safe, practical and adequate space for packing and unpacking of the consignment on your property.

### 5. SUB-CONTRACTORS

- 5.1 We may use a sub-contractor, sub-contractors or supplier to perform all or any part of the services in the agreement. However, we will still be responsible to you for the performance of the services.
- 5.2 Where these terms and conditions limit our liability, it is also applicable to our employees, subcontractors and their employees. We are deemed to be acting as agent or trustee of these persons and thus each shall be deemed to be a party to this agreement.

### 6. STORAGE CONDITIONS AND REQUIREMENTS

- 6.1 You will provide us with a contact address (either postal or electronic) for the service of a correspondence and you will notify us of any change as soon as possible.
- 6.2 In circumstances where the storage location or rental fees are varied, we will notify you in writing of any such proposed changes. When the rental fees are to change, we will provide you with 4 weeks written notice and advise you of any new warehousing location.

- 6.3 We will prepare an inventory of your consignment that is placed in storage, we will ask you to sign that inventory and we will provide you with a copy. After 7 days of receipt of the inventory you will provide us with any objections or exceptions. Only visible items will be listed on the inventory and no carton contents will be listed unless you instruct us to do so. If you require a detailed listing of the contents of any cartons you will incur a further charge. The inventory will be conclusive evidence of items received by us.

- 6.4 Where the services provided include an international relocation, please note that for Customs purposes, a more descriptive inventory will be compiled by us indicating the type and nature of the goods and a general description of each cartons contents. This does not include cartons packed by owner. An inventory will not be conducted or provided where the relocation vehicle travels from one domicile to another without handling in transit.

- 6.5 If you wish to inspect the consignment in store, please give us written notice. You are entitled to inspect the consignment at anytime, however, a charge may be made to cover any costs, including any administrative costs.

- 6.6 If you agreed to a minimum or fixed period of storage and wish to remove your consignment, removal is conditional upon the payment of the balance of charges due. If you wish to remove your consignment from store please provide us written notice. However, a charge may be made to cover any costs, including any administrative costs.

- 6.7 Where it is required for you to remove the consignment from store we will provide you with written notice of 28 days. If you fail to do so, we are entitled (after a further 14 days) to sell all or any of the consignment by public auction or private treaty. The proceeds of the sale will be in satisfaction of the amount owing to us by you.

### 7. CHARGES, FEES AND PAYMENTS

- 7.1 If you require a variation from the original service agreement between us, we are entitled to make and/or seek reimbursement for reasonable additional charge for expenditure due to the variation.

- 7.2 Where the agreement states that the payment of our fees are to be paid by a third party, employer or organization and that party does not pay the account according to the agreed terms, you agree to pay the charges outstanding.

- 7.3 Where an account is outstanding for more than 60 days we are entitled to charge interest at the Commonwealth Bank maximum personal overdraft interest rate for amounts exceeding \$100,000.00 calculated on daily rests.

- 7.4 If you are in default of our fees and charges for 26 weeks or more, all of the consignment received by us will be subject to a general lien. We are entitled, after a further 28 days written notice, to sell all or any of the consignment by public auction or private treaty. The proceeds of the sale will be in satisfaction of the amount owing to us.

### 8. LOSS OR DAMAGE

- 8.1 This agreement will be subject to Section 74 of the Trade Practices Act 1974 except where our services are required by you for the purpose of a business, trade, profession or occupation of which you are engaged.

- 8.2 We will not be liable for any delay, loss or damage, which results from anything beyond our control.

- 8.3 We will not accept liability for any loss or damage as a result of inadequate or ineffective packing or unpacking where it was not undertaken by us or a sub-contractor appointed by us.

- 8.4 You accept that there are inherent risks in the transportation of certain items, including electrical appliances, computer equipment, musical and scientific equipment, art work and similar such items. We will not be liable for any damage to such items unless the damage was a direct result of our lack of due care and skill.

- 8.5 Any claim for loss or damage upon receipt of a consignment must be provided to us in writing within 14 days.

- 8.6 An inventory of the consignment handled under the service agreement between us will be prima facie evidence of the value of the consignment at the time of loss or damage.

- 8.7 We will not be liable for any loss or damage of an electrical or mechanical nature unless the goods in question shows physical and or external signs of negligence in our handling.

- 8.8 Our liability for negligence will not exceed the cost of repair or replacement of any goods lost or damaged. We may repair or replace the item.

- 8.9 Our liability for negligence will relate to an individual item regardless of whether the item formed part of a collection or set.

- 8.10 Please note that most insurers provide an additional option to cover loss or damage to a collection or set. This is not part of the standard insurance policy.

- 8.11 Please note that some insurers will not cover removals to or from some countries. Please read the policy terms and conditions offered or contact us for further details.

### 9. DISPUTES

- 9.1 Where either party considers that a dispute or disagreement between us has arisen as a result of this agreement, written notice of the claim or issue must be provided to the other party. The agreement and the obligations under the agreement will continue regardless of any dispute.

### 10. MISCELLANEOUS

- 10.1 These terms and conditions cannot and will not be varied without the mutual consent of both parties in writing.

- 10.2 Notice may be provided personally, by prepaid post to the last known address provided by you to us, by facsimile if such a number was provided to us, or electronic e-mail if that address was provided to us.

- 10.3 If you request us to arrange insurance on your behalf please provide written notice of this request or by completing our Proposal for International and Domestic Transit Insurance prior to the commencement of service.

- 10.4 You may arrange insurance on your own behalf via another insurer of your choice for services provided under this service agreement.

- 10.5 You warrant that all goods in the consignment held under this service agreement are either owned by you, or legally in your possession or control and that you are entitled to move the goods without liens, loss, damage or claim to us. You indemnify us against any loss, damage or claim made against us arising from any lack of your authority to contract with us.