

REMOVAL TERMS AND CONDITIONS

1. INITIAL

1.1 INTERPRETATION

In this document "the Runners" means "Hosi Elite Solutions" and shall include, where mentioned, its employees, and Runners, and "the Consumer" means the person authorizing the work to be performed by the Runners and any person on who is given authority by the Consumer.

1.2 NOTICE

Any notice given to the Consumer will be done via phone call or text message or e-mail as soon as the Runners is possible able to give that notice.

2. VARIATIONS

This contract may be altered by mutual agreement of the Runners and of the Consumer, but as far as these General Conditions are concerned, the Runner's consent for any such change may only be given by a partner of Hosi Elite Solutions and must be put in writing.

3. RUNNERS RIGHTS AND OBLIGATIONS

3.1 RUNNER:

The Runner can refuse service to any Consumer for any reason. Subject to but not excluding unsafe working environment (i.e. profanity to the Runner and Partner. Also Consumer rushing the service of the Runner or its Partners into a situation where there could be possible damage to the goods being transported or the Runner and Partners.). Also for any items deemed to be hazardous or dangerous in nature (i.e. Fuel, gas, petrol or anything flammable). Furthermore, any items deemed to be risky and could cause possible damage or injury to the Runner or our Partners or damage to the goods itself. (e.g. Over the balcony moves or heavy items to be moved in closed in spaces may incur a right to move refusal.)

3.2 ROUTE OF TRANSPORT

The Runner is entitled to transport the goods by any reasonable route (having regarded all circumstances including the nature and destination of any other goods being carried on the vehicle) and by any reasonable means.

3.3 RIGHT TO ASSIGN

The Consumer agrees to these terms and conditions when booking with the Runner. In replying YES to the confirmation text message, the Consumer has read these terms and conditions and accepts that they are booking their move accepting these terms and conditions. This means before, during and after their move is concluded. Any Consumer who does not agree to these terms and conditions should not book this service provided by the Runner.

3.4 DELIVERY

The Runner is not bound to deliver any goods except to the Customer or a person authorized, being over 18 years old, by the Runner to receive such goods. (#) If the Runner or person authorized to receive the goods is unable to receive them upon the Runner's arrival in accordance with the Runner, or if the Runner cannot gain access to the place to which the goods are to be delivered, the Runner shall be entitled to unload the goods into its own or any other storage area in reasonable proximity to the place to which the goods were to be delivered and, subject to (*), the unloading shall be deemed to be delivery and the Runner, after making allowance for any savings, is entitled to make additional charges for storage, handling and delivery of the goods thereafter. *Before exercising the rights under (#), the Runner will take reasonable steps to notify the Consumer of the circumstances and the Consumer is entitled to give alternate instructions as to the delivery of the goods, provided that after the allowance is made for any savings, the Consumer shall be liable to meet any reasonable additional charges set by the Runner.

3.5 NOTIFICATION OF VARIATION OF TIME OR DATE

In the event of any significant change in the anticipated time or date for the Runner to pack, load, deliver or unpack the goods, the Runner shall take reasonable steps to notify the Consumer of such changes and of the amended anticipated time or date or arrival.

3.6 ACCURACY OF INFORMATION GIVEN

The Consumer is responsible for the accuracy of information (other than estimates of value) given to the Runner, such as access, size and weight of good. Failure to provide accurate information may result in the job being cancelled by the Runner and a call out fee being charged by the Runner.

3.7 AUTHORITY TO DEAL WITH GOODS

In respect of goods being moved by the Runner at the request of the Consumer, the Consumer confirms that he/she is the owner of and has the authority to deal with these goods and to enter into this Runner and shall indemnify the Runner against any claim arising or expense incurred as a result of any breach of this clause.

3.8 ATTENDANCE AT LOADING/UNLOADING

The Consumer shall ensure that he/she is present during the loading and unloading of the goods. Failure to be present may result in clause 3.4 (#) being initialized. The Consumer is not permitted to access or get into any vehicle being operated by Hosi Elite Solutions or carry goods with the Runner at any time during the removal process due to insurance purposes.

3.9 DANGEROUS OR NOXIOUS GOODS

The Consumer will not move goods of a dangerous, corrosive, highly combustible, explosive, damaging, or noxious nature or not anything likely in the course of the move that will encourage any vermin or pest. The Consumer will compensate the Runner for any loss or damage which may be suffered through the presence of any such article or substance for any goods moved for the Consumer and for any claim made by the Runner or by any other person unless such presence and the nature of such article or substance were in fact disclosed to and known by the Runner prior to loading or receipt of it. In the event of discovery by the Runner of any such article or substance after goods have been received, the Runner may take any reasonable action to remove, destroy or otherwise dispose of or treat the same at the expense of the Consumer and without in any way becoming liable for these actions.

3.10 GOODS LEFT BEHIND OR MOVED IN ERROR

The Consumer agrees that he/she will ensure to the best of his/her ability that all goods to be moved are given to or taken by the Runner and that none is left behind or taken by the Runner in error and the Consumer shall compensate the Runner against any claim arising or expense incurred as a result of a breach of this warranty.

4. EXCESS

Hosi Elite Solutions provides the Consumer with Public Liability and Transit Insurance on their behalf at no charge. If the Consumer wishes to claim on this insurance, the Consumer will pay the excess of \$500.00 to lodge the claim.

5. EXCLUSIONS The following occurrences are excluded from this indemnity:

-Loss or damage of animals, perishables, plants, mechanical items or vehicles.
-Loss or damage of any goods which have not been packed and unpacked by Elite Solutions Group or its Partners.

-Loss or damage of any antique, piece of jewelry, plate, precious object, work of art, medal, money, coin, stamp, packed carton, collection of items, fur or piece of precision equipment whose value in any case exceeds \$500.00.

+ Any damage to the fridge, washing machine and/or dryer are excluded from this insurance as it cannot be determined if the item was working before the move. All glass, TV's, fragile items and IKEA furniture to be moved at "owner's own risk." Elite Solutions Group is not responsible for these items. The Consumer understands that they are moving these fragile items at their own risk and do not hold Elite Solutions Group or the Runner liable for any loss or damage for these items.

+ The Hosi Elite Solutions insurance policies do not cover loss or damage to properties, internal or external building damage.

-The Consumer is required to have separate insurance to cover this.

-Limitations: The Consumer is obliged to make the Runner aware of any items of excessive value including articles in a collection, pair, set suite or other combination, or any article with family, sentimental, or prestigious connotations (including heirlooms, photographs and prizes), failure to do so will result in the any claim over the goods null and void. Hosi Elite Solutions will pay the Consumer the value of the particular article lost or damaged notwithstanding any special value which such article or articles may have as part of any such combination or connotations.

-Effect on Contract: While these Insurance Provisions are in force, the General Conditions of Removal and Storage are deemed to be abrogated or modified to the extent necessary for these Insurance Provisions to be effective. However nothing in these Insurance Provisions shall reduce or restrict the Consumer's statutory rights in relation to the loss or damage of any goods during removals or storage under the contract.

6. CANCELLATION & RETURNABLE SERVICES

This policy sets out the circumstances in which goods or services Run by Hosi Elite Solutions Pty Ltd ("Elite Solutions Group") to a customer ("you") will be accepted for Cancellation.

6.1 NO CHANGE OF MIND RETURNS

Please choose carefully as Elite Solutions Group does not accept return of deposit because you change your mind or make a wrong decision about Hosi Elite Solutions's goods or services.

6.2 WHEN GOODS OR SERVICES WILL BE ACCEPTED FOR RETURN

Except where required under the Australian Consumer Law ("ACL") or other applicable consumer protection laws or regulations, Hosi Elite Solutions will accept Goods or Services for return in accordance with this Returns Policy and only after assessment as set out above, where the Goods or Services are returned in the compliance with 1. and 2.:

6.2.1 Fail to meet a consumer guarantee under the ACL:

Later more than 35 mins. -Make it Wet. -Runner Cracked anything of your location – without any accident to damage.

6.2.2 Are subject to any express warranty given by Hosi Elite Solutions.

7. RUNNER CAN CANCEL AND NON RETURNABLE SERVICES

Except where required under the ACL or other applicable consumer protection laws or regulations, the following services are not eligible for return:

7.1 More than 5% of goods in document consumer Costed.

7.2 Consumer given wrong information of the location.

8. STATUTORY RIGHTS NOT AFFECTED

- This Returns Policy will not affect your statutory rights including those under the ACL. To the extent of any inconsistency between this policy and your statutory rights, your statutory rights will take precedence.

- If you purchased deposit online via Hosi Elite Solutions's website and you would like to return them, you should first contact our Customer - Services Department on 1300 565 077 in 24 hours who will give you an information of assessment of eligibility for return.

*** Claims: Claims must be notified to head office BEFORE the Contractors leave the premises. If the Customer does not notify head office before this time, any and all claims are null and void and will not be accepted under any circumstances. It is the Customer's responsibility to report any and all damage to the Contractor before they leave the delivery point, otherwise there is no way to verify that the damage in dispute was caused by Good Move Removals. The Customer or Customer's authorized person must be present at all times during the move. The claim or confirmation should include as much information as is known in regards to the nature and extent of loss or damage, the value or items and the estimated cost of repairs.**

- These normal rates apply 6am to 7pm most days, but not public holidays.
- For any pickup between 7pm and 6am an extra charge applies.
- Public Holidays: an additional \$45 per pickup.
- Credit cards or PayPal payments will incur a 2.6% extra charge per transaction.

FURTHER INFORMATION

If you have a question in relation to this Returns Policy or believe that Hosi Elite Solutions or any of our staff have not observed your rights under the ACL, please do not hesitate to contact us on 1800 553 773 or email to hosi@elsosgroup.com

