



***CARNALL***

Furniture Removals and Storage

ACN 002 947 051

**GENERAL CONDITIONS  
OF  
REMOVAL AND STORAGE**

# GENERAL CONDITIONS OF REMOVAL & STORAGE

## 1. PRELIMINARY.

- INTERPRETATION** 1.1 In this contract "the Contractor" means Camall Removals Pty Ltd and shall include, where the context permits, its servants, agents and subcontractors; and "the Customer" means the person authorising the performance of the work by the Contractor and any person on whose behalf that authority is given.
- NOTICE** 1.2 Any notice given hereunder may unless otherwise provided be given to the Customer personally or by ordinary pre-paid post addressed to the Customer at the last address of the Customer known to the Contractor.

## 2. VARIATIONS.

- VARIATIONS** 2.1 The contract may be altered by mutual consent of the Contractor and of the Customer, but so far as these General Conditions are concerned, the Contractor's consent for any such alteration may only be given by a Proprietor, Director, Secretary or Manager, and must be evidenced in writing.

## 3. CONTRACTOR'S RIGHTS AND OBLIGATIONS.

- CONTRACTOR NOT A COMMON CARRIER** 3.1 The Contractor is not a common carrier and reserves the right to refuse to quote for the carriage of goods for any person or for the carriage of any class of goods.
- MODE OF CARRIAGE** 3.2 Subject to any special arrangements agreed upon in the Quotation, the Contractor shall be entitled to carry the goods by any reasonable route (having regard to all circumstances including the nature and destination of any other goods being carried on the vehicle) and by any reasonable means.
- RIGHT TO ASSIGN AND SUB CONTRACT** 3.3 (i) **Right to assign.** The Contractor may not assign this contract without the consent of the Customer.  
(ii) **Right to subcontract.** SUBJECT TO ANY SPECIAL ARRANGEMENTS agreed upon in the Quotation and Acceptance, the Contractor may itself carry out any removal and storage work hereunder or may arrange for such work to be carried out wholly or partially by subcontractor(s).  
(iii) **Contractor's continuing responsibility.** The liability of the Contractor shall not be diminished by reason of its having any part of the work carried out under subcontract.
- LIABILITY OF AGENTS AND SUBCONTRACTORS** 3.4 In respect of any condition herein which excludes or in any way limits the liability of the contractor, the Contractor, in addition to acting for itself, is acting as agent and trustee for each of its servants, agents and subcontractors and the servants of any such agents or subcontractors so that the contractor's servants, agents and subcontractors and their servants are parties to this contract so far as any such condition is concerned. If and in so far as it is necessary to give effect to this condition, the Contractor shall hold the benefit of these general Conditions for its servants, agents and subcontractors and their servants. Nothing in this condition limits the liability of the Contractor.
- DELIVERY** 3.5 (i) The Contractor shall not be bound to deliver any goods except to the customer or a person authorised in writing by the Customer to receive such goods.  
(ii) If the Customer or person authorised to receive the goods is unable to receive them upon their arrival in accordance with this contract, or if the Contractor cannot by reason of circumstances beyond its control gain access to the place to which the goods are to be delivered, the Contractor shall be entitled to unload the goods into its own or any other warehouse in reasonable proximity to the place to which the goods were to be delivered and, subject to  
(iii), such unloading shall be deemed to be delivery and the Contractor shall, after making due allowance for any savings, be entitled to make a reasonable additional charge in respect of storage, handling and delivery of the goods thereafter.  
(iii) Before exercising its rights under (ii), the Contractor shall take reasonable steps to notify the Customer of the circumstances and the Customer shall be entitled at that or any later time to give alternate instructions as to the delivery of the goods, provided that after due allowance is made for any savings the Customer shall be liable to meet any reasonable additional charges occasioned thereby.
- NOTIFICATION OF VARIATION OF TIME OR DATE** 3.6 In the event of any significant alteration in the anticipated time or date for the Contractor to pack, uplift, deliver or unpack the goods, the Contractor shall take reasonable steps to notify the Customer of such alteration and of the amended anticipated time or date, but this shall not absolve the Contractor from any liability regarding any firm date agreed upon in the Quotation and Acceptance.

## 4. CUSTOMER'S RESPONSIBILITIES.

- ACCURACY OF INFORMATION GIVEN** 4.1 The Customer warrants the accuracy of any information other than estimates of value given to the Contractor and on which the Contractor in fact reasonably relies in assessing any quotation or estimate of the resources necessary to carry out the work.
- AUTHORITY TO DEAL WITH GOODS** 4.2 In respect of goods removed or stored hereunder the Customer warrants that he/she is the owner thereof or has the authority to deal with such goods and to enter into this contract and shall indemnify the Contractor against any claim arising or expense incurred as a result of any breach of this warranty.
- ALTERATION OF FIRM DATES** 4.3 If a firm date is agreed upon in the Quotation for the performance by the Contractor of any service hereunder and the Customer requires such date to be altered or the goods are not available on such date, the Contractor shall be entitled to make a reasonable additional charge for any loss or additional expense occasioned thereby.
- ATTENDANCE AT LOADING/UNLOADING** 4.4 The Customer shall ensure that he/she or some person on his/her behalf is present during the loading and unloading of the goods except when the goods are being unloaded into or loaded from store.
- DANGEROUS OR NOXIOUS GOODS** 4.5 The Customer shall not be entitled to require removal or storage of any article or substance which is or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature, nor anything likely in the course of such removal or storage to encourage any vermin or pest. The customer shall indemnify the Contractor against any loss or damage which may be suffered by the Contractor through the presence of any such article or substance in any goods removed or stored for the Customer, and against any claim made against the Contractor by any other person arising therefrom unless such presence and the nature of such article or substance were in fact disclosed to and known by the Contractor prior to loading or receipt by it. In the event of discovery by the Contractor of any such article or substance after goods have been received by it the Contractor may take any reasonable action in relation thereto including remove, destroy or otherwise dispose of or treat the same at the expense of the Customer and without in any way becoming liable to the Customer.
- FRAGILE GOODS AND VALUABLE ITEMS** 4.6 The Customer warrants the he/she will, prior to the commencement of the removal or storage, give written notice to the Contractor of any goods which:  
– are of a fragile or brittle nature and which are not readily apparent as such; or  
– include any jewellery, plate, precious object, object d'art, work or art, medal, money, stamp, collection of items, fur or piece of precision equipment in any case having a value in excess of \$200.
- GOODS LEFT BEHIND OR MOVED IN ERROR** 4.7 The Customer warrants that he/she will ensure to the best of his/her ability that all goods to be removed (other than goods ex store) or stored are given to or taken by the Contractor and that none is left behind or taken by the Contractor in error and the Customer shall indemnify the Contractor against any claim arising or expense incurred as a result of a breach of this warranty (which warranty may, if the Customer desires, be satisfied by the provision of an accurate and complete inventory prepared by the Customer).

## 5. STORAGE CONDITIONS. (Applicable where goods are stored pursuant to the Quotation)

- INVENTORY OF GOODS** 5.1 The Contractor shall prepare an inventory of the goods received at the time of their receipt and the Customer or some person on behalf of the Customer shall, if satisfied that the inventory is complete and accurate, sign the inventory or a copy thereof. The Contractor shall provide the Customer with a copy of the inventory. If the customer signs the inventory, or a copy thereof (or does not so sign and fails to object to the inventory within 7 days of receipt thereof from the Contractor), the inventory shall be conclusive evidence of the goods received by the Contractor. Such inventory shall disclose only visible items and not any contents thereof unless the Customer shall so specify, in which case the Contractor shall be entitled to make a reasonable additional charge for the preparation of such inventory.
- CONTACT WITH CUSTOMER** 5.2 The customer shall furnish to the Contractor a specimen signature and an address to which the Contractor may forward any notice or correspondence and shall promptly notify the Contractor of any change of address.
- PRICE CHANGES** 5.3 Where the goods have been stored for a period exceeding 26 weeks, or any longer period agreed upon in the Quotation, the Contractor may change the storage charges from time to time by giving 28 days prior written notice to the Customer.
- CHANGE OF WAREHOUSE** 5.4 The Contractor is authorised to remove the goods from one warehouse to another, without cost to the Customer and after not less than five working days' written notice (except in emergency when subsequent written notice shall be given as soon as practicable). Such notice shall state the address of the warehouse to which the goods are removed.

- INSPECTION OF GOODS IN STORE** 5.5 The Customer shall be entitled, upon the giving to the Contractor of reasonable notice, to inspect the goods in store, and the Contractor shall be entitled to make a reasonable additional charge therefore.
- REMOVAL FROM STORAGE** 5.6 The Customer shall give to the Contractor not less than five working days' notice (confirmed in writing) of requirement to remove goods from storage. If the Customer gives the Contractor any lesser period of notice, the Contractor shall use its best endeavours to meet the Customer's requirement but shall be entitled to make a reasonable additional charge for any extra work done.
- COMPULSORY REMOVAL, AND DISPOSAL** 5.7 The Customer shall remove goods from storage within 28 days or any longer agreed period after written notice by registered or certified mail of requirement to do so given by the Contractor to him/her and, in the event of failure by the Customer to do so, the Contractor may (without prejudice to any other rights or obligations which the Contractor may have under this contract or otherwise at law) SELL ALL OR ANY OF THE GOODS by public auction or (if this is not reasonably practicable) by private treaty and apply the net proceeds in satisfaction of any amount owing by the Customer to the Contractor and hold the balance, if any, on account of the Customer.

## 6. CHARGES AND PAYMENTS.

- EXTRA CHARGES** 6.1 Where the work ultimately required by the Customer to be undertaken varies from the work for which a quotation or estimate is given (for instance, as to the nature or quantity of goods to be carried, whether any goods are required to be detached, dismantled, secured, assembled or installed, the nature or location of the premises from or to which the goods are to be carried, the facilities available for packing, where applicable, or loading and unloading or the times or dates upon which the goods are to be carried), the Contractor shall be entitled to make a reasonable additional charge, but otherwise these General Conditions shall continue to apply to the work. The Contractor shall also be entitled to recover from the Customer any amount which he is required to pay to a third party (other than a person to whom any part of the work to be performed hereunder is subcontract) to obtain or effect delivery of the goods.
- PAYMENT BY THIRD PARTY** 6.2 Every special arrangement to the effect that charges shall be paid by any person other than the Customer shall be deemed to include a stipulation that if such other person does not pay the said charges within seven (7) days of the date set for payment (or if no date is set for payment within seven (7) days of delivery or tendered delivery of the goods) then the Customer shall pay the said charges.
- DEFAULT CHARGES** 6.3 The Contractor shall be entitled to charge interest on any amount payable under this contract and overdue for more than 30 days at the rate of ..... per centum per annum or at the Commonwealth Trading Bank maximum personal overdraft interest rate for amounts not exceeding \$100,000 from time to time, whichever is the lower, calculated on daily rates in either case. This is a default clause and should not be interpreted as an offer of credit.
- CONTRACTUAL LIEN** 6.4 All goods of the Customer received by the Contractor shall be subject to a general lien for any monies due by the Customer to the Contractor relating to the work and/or the goods and monies which the Contractor has properly paid or for which the Contractor is liable. If such monies have been outstanding for a period of 26 weeks, the Contractor may give 28 days' written notice by registered or certified mail to the Customer of intention to sell and, if the amount due is not paid within such period, may (without prejudice to any other rights which the Contractor may have under this contract or otherwise at law) SELL ALL OR ANY OF THE GOODS by public auction or (if this not reasonably practicable) by private treaty and apply the net proceeds in satisfaction of the amount due and hold the balance, if any, on account of the Customer.

## 7. LOSS OR DAMAGE – PRIVATE REMOVALS AND PRIVATE STORAGE.

- TRADE PRACTICES ACT** 7.1 Where the contract involves the transportation or storage of goods otherwise than for the purpose of a business, trade, profession or occupation carried on or engaged in by the person for whom the goods are transported or stored and whether or not the Contractor is a trading corporation, the contract shall be subject to the warranties set out in Section 74 (1) and (2) of the trade practices Act 1974 and, in particular, the warranty by the Contractor that such transportation or storage shall be rendered with due care and skill, and the following conditions of this Clause 7 shall apply.
- EXCLUSIONS** 7.2 Neither party shall be liable to the other for any loss or damage (direct or consequential) occasioned to the other from any cause beyond the control of the Contractor or the Customer, as the case may be, including delay in transit (unless resulting from want of due care and skill or breach of this contract by that other), industrial disputes, acts of God, weather difficulties or acts of third parties.
- DAMAGE TO GOODS – PACKING** 7.3 Where damage is caused to goods by reason of defective or inadequate packing or unpacking and such packing or unpacking is or was undertaken by a person other than the Contractor, its servant, agent or subcontractor, the Customer is not entitled to recover for such damage from the Contractor.
- DAMAGE TO GOODS – INHERENT RISK** 7.4 Certain goods (including electrical and mechanical appliances, scientific instruments and certain musical instruments) are inherently susceptible to suffer damage or disorder upon any removal and unless such damage or disorder results from the want of due care and skill on the part of or breach of warranty by the Contractor, the Customer is not entitled to recover from the Contractor for any such damage or disorder.
- CLAIMS BY CUSTOMER – NEED FOR PROMPTNESS** 7.5 Any claim for loss of or damage to goods under this Clause 7 shall be notified by the Customer in writing (or by telephone and later confirmed in writing) to the Contractor within a reasonable time after the date of delivery or, in the case of loss, the date upon which the goods would ordinarily have been delivered. The Contractor will have the best chance of locating any misplaced items, or ascertaining the cause of damage, if notified within 2 working days of the date on which the goods would have been or were delivered.
- MAXIMUM VALUE OF GOODS** 7.6 In any claim for loss of or damage to goods under this Clause 7, the estimate of the maximum value of the goods set out in the Quotation, shall be prima facie evidence that the total value of the goods did not exceed that value at the time of such loss or damage.

## 8. LOSS OR DAMAGE – COMMERCIAL REMOVALS AND COMMERCIAL STORAGE.

- APPLICATION OF CONDITIONS** 8.1 Where the contract involves the transportation or storage of goods in either event for the purposes of a business, trade, profession or occupation carried on or engaged in by the person for whom the goods are transported or stored the following conditions of this Clause 8 shall apply.
- NEGLIGENCE** 8.2 The Contractor shall only be liable for loss or damage resulting from its negligence and such liability shall, UNLESS VARIED PURSUANT TO CLAUSE 2, be limited to \$50 per item or package or \$500 in respect of all goods removed or stored pursuant to this contract (whichever is the lesser).
- EXCLUSIONS** 8.3 Neither party shall be liable to the other for any loss or damage (direct or consequential) occasioned to the other from any cause beyond the control of the Contractor or the Customer as the case may be, including delay in transit (unless resulting from want of due care and skill or breach of this contract by that other), industrial disputes, acts of God, weather difficulties or acts of third parties. The Contractor shall not be liable for loss or damage resulting from inadequate or improper packing or unpacking, unless the goods damaged or causing damage were both packed and unpacked by the Contractor, nor for electrical or mechanical derangement to goods.
- CLAIMS BY CUSTOMER – NEED FOR PROMPTNESS** 8.4 In circumstances where, nevertheless, the Contractor is liable to the Customer under this Clause 8 –
- (i) Notification of any loss of or damage to goods shall be given by the Customer to the Contractor (either orally or in writing) within a reasonable time after the date of delivery or, in the case of loss, the date upon which the goods would ordinarily have been delivered. (In ordinary circumstances, because of the need of the Contractor to make prompt searches and enquiries, such reasonable time will be two working days.) If no written claim is made within 14 days of the expiration of such reasonable time the liability, if any, of the Contractor hereunder shall thereupon cease.
  - (ii) In the event of the loss or damage of any article or articles in a collection, pair, set, suite or other combination, the value of the particular article or articles lost or damaged shall be determined without regard to the value which such article or articles may have had as part of any such collection, etc.
  - (iii) In satisfaction of any claim for loss or damage the Contractor may repair or replace the goods or other property without liability for depreciation thereof, and in such case the liability of the Contractor shall not exceed the cost of repair or replacement.

## 9. INSURANCE.

- CONTRACTOR TO INSURE IF REQUESTED ASSIGNMENT OF INSURANCE** 9.1 The Contractor shall arrange or effect such insurance of the goods as may be reasonably requested by the Customer in writing.
- 9.2 If the Contractor, in discharge of any liability imposed hereunder or otherwise, makes payment of any amount to the Customer in respect of loss of, damage to or delay in delivery of the goods (including consequential loss), the Customer hereby assigns to the Contractor all rights which the Customer may have under any policy of insurance to recover such amount and the Customer hereby irrevocably appoints the Contractor as the attorney of the Customer with full power in the Customer's name to claim, demand, sue for and recover any such amount and the Customer shall execute all such documents and provide all such information as may be necessary to enable the Contractor to obtain the full benefit of this condition.

## 10. APPLICABLE LAW.

This contract shall be construed according to the laws applicable in the State or Territory where the contract is made.

## NOTES FOR GUIDANCE ON INSURANCE (These notes are not part of the contract)

You are strongly advised to arrange adequate indemnity or replacement value insurance coverage (these types of insurance are explained under "What Will I Be Covered Against?"). The coverage should be against loss or damage to goods during transit (whereby such transit is by road, rail, sea or air) and whilst the goods are stored by the Contractor.

### WHY DO I NEED INSURANCE?

Regardless of any claim which you may have against the Contractor under the general Conditions of Removal and Storage, there is a wide variety of circumstances in which the Contractor will not be liable to make good any loss or damage suffered by you. For instance, although you may be entitled to compensation for loss or damage resulting from lack of due care and skill by the Contractor, if the goods are damaged in an accident which does not involve fault on the part of the Contractor or his driver, the Contractor will not be liable for any loss of or damage to your goods sustained in that accident.

### HOW DO I OBTAIN INSURANCE?

Insurance may be affected by arrangement with an insurance company of your choice or through the Contractor. If you wish to use the Contractor, complete the appropriate portion of the "Acceptance by Customer" section of the "Removal and Storage Contract".

If you ask the Contractor to arrange your insurance, the premium will be added to the removal and/or storage charges. The Contractor will issue a document specifying the terms of the insurance. It is important that you obtain this document and examine all these terms in advance.

**SPECIAL NOTE: YOU MUST DISCLOSE TO THE INSURER EVERYTHING THAT MIGHT AFFECT ASSESSMENT OF THE RISK AND THE PREMIUM, BECAUSE OTHERWISE YOUR INSURANCE COVER MAY BE PREJUDICED.**

### HOW MUCH WILL IT COST?

If you ask the Contractor to arrange insurance, the premium will be shown in the Quotation. Premiums are normally calculated having regard to such factors as:

- The sum to be insured, which should, for your protection, represent the aggregate value of all goods to be carried or stored.
- In the case of removals, the length of the journey.
- In the case of storage, the period for which the goods are to be stored.
- Whether you want indemnity or replacement value insurance.
- Whether you want protection against all customary risks or against a restricted range of risks (e.g. fire, collision, overturning and flood only).

### HOW DO I SELECT THE SUM TO BE INSURED?

It is essential that the goods are insured for their full value (market value in the case of indemnity, replacement value in the case of replacement insurance). If the goods are under valued, any claims will be treated on the basis of average, which means that any payment is adjusted in the same proportion as the declared value bears to the market or replacement value of the goods.

For example, if \$1000 worth of goods is insured for only \$800, any claim will only receive four-fifths of the value of the damage.

Estimate the value of your own goods and if you are seeking replacement value insurance, do not allow for depreciation in your assessment.

### WHAT WILL I BE COVERED AGAINST?

Your insurance generally should cover you against lost or damaged goods in the course of removal or storage. In the case of loss or write off, indemnity insurance will provide for payment of claims on the basis of current market value of the particular goods insured and replacement value insurance will be based on what it will cost you to replace the goods. In the case of damage, either insurance will generally cover the cost of repair of the goods.

### WILL THE INSURANCE BE SUBJECT TO ANY EXCLUSIONS OR LIMITATIONS?

Probably yes. Check your proposed insurance.

For example, you may not receive cover for some of the following:

- Goods not packed and unpacked by the Contractor except where the container has been damaged.

READ THE INSURANCE DOCUMENT CAREFULLY TO SEE WHAT IS EXCLUDED OR HOW YOUR COVER MIGHT BE LIMITED. IF YOU DON'T UNDERSTAND ANY PROVISIONS SEEK FURTHER ADVICE.

- Precious objects or collections (normally valued at over \$200) unless declared to the insurer.
- Loss or damage due to corrosion, contamination, deterioration, decay, infestation, mouldiness and electrical or mechanical derangement, unless resulting from physical loss or damage to the goods.
- Consequential loss, for example, loss incurred because you may not have the use of the damaged or lost goods.
- Loss or damage due to war or nuclear explosion.
- The special value of one article damaged as part of a pair or set, i.e. the insurer may disregard its special value as part of the set in assessing the amount of your claim for loss or damage to the article.
- Decrease in value of antiques because of damage, i.e. cover may be limited to repair of such items.

**SPECIAL NOTE:** Obviously, if you only buy insurance against "Fire, Collision, Overturning and Flood", you will only be protected against those particular risks.

### WHAT DO I DO IN THE EVENT OF LOSS OR DAMAGE?

Examine your consignment on delivery and note any item which may be subject to a claim. Any claim for loss of or damage to goods should be notified in writing (or by telephone and later confirmed in writing) to the insurer and the Contractor within a reasonable time after the date of delivery or, in the case of loss, the date upon which the goods would ordinarily have been delivered.

Claims should be made promptly and, if possible, within two working days. Check your insurance document and Conditions 7.5 and 8.4 of the General Conditions to set the time within which claims should be made.

Please note that your insurance document may contain more extensive exclusions or limitations than under the General Conditions. In such cases you may be able to recover, under the General Conditions, more than the insurance company has paid you. See particularly Clause 7 of the General Conditions and the provisions of Section 74 of the Trade Practices Act. You should seek specialist advice to determine whether you have such a claim.

The written claim or confirmation should notify all the information you have about the nature and extent of loss or damage, the value of the items and the cost of repairs.

CUSTOMER'S ASSESSMENT	Lounge & Dining Room	Family Room & Hall	Bedroom 1	Bedroom 2	Bedroom 3	Bathroom, Kitchen, Laundry, Garage, Open Air	TOTAL
Furniture and Mattresses							
Floor Coverings							
Blinds & Curtains							
Bedding & Household Linen							
Clothes, Shoes & Personal Effects							
Furs & Jewellery							
Pictures, Ornaments, Clocks & Lamps							
Crockery, Curtains, Glass & Household Utensils							
Domestic Appliances & Electrical Equipment							
TV, Radio, Stereo & Musical Instruments							
Sporting Equipment, Bicycles & Suitcases							
Books, Cameras, Hobbies & Toys							
Ladders, Mowers, Tools & Garden Items							
<b>TOTAL</b>							

## THE INSURANCE COMPANY'S INSURANCE PROVISIONS

(This part has been inserted by the Contractor and is not subject to Standards Australia endorsement)

- Extent of Cover.** Subject to payment of the appropriate premium(s) as quoted in the Quotation and to these Insurance provisions the Insurance Company agrees to indemnify the Customer for (or at its option make good) any loss or damage of the Customer's property whilst in transit or in storage pursuant to the contract caused by fire, explosion, earthquake, lightning, storm, tempest, flood, water, accident, impact, negligence, malicious act, riot, strike, burglary, theft or non-delivery.
- Indemnity/Replacement.** Please indicate in the appropriate space(s) on the Removal and Storage Quotation whether you require indemnity or replacement cover. If no nomination is made, indemnity cover will automatically be provided.
- Full Value.** The total current market value or total replacement value (depending whether you have selected indemnity or replacement cover) of the property must be declared. If the insured property is undervalued, any claim will be treated on the basis of average, whereby any payment is adjusted in the same proportion as the declared value bears to the actual value of the goods.
- Exclusions.** The following occurrences are excluded from this indemnity:
  - Loss or damage of articles or contents of articles which have not been packed and unpacked by Carnall Removals Pty Ltd or its official representative;
  - Loss or damage of animals, pets, food, drink, perishables, vehicles, boats and trailers;
  - loss or damage of any antique, curio, piece of jewellery, plate, precious object, work of art, medal, money, coin, stamp, collection of items, fur or piece of precision equipment whose value in any case exceeds \$200 unless specifically declared in the "Acceptance by Customer" section of the Quotation;
  - Corrosion, contamination, deterioration, decay, infestation, mouldiness and electrical or mechanical derangement, unless resulting from physical loss or damage of the insured property;
  - Wear, tear, depreciation and loss or damage caused by or resulting from inherent vice, brittleness or nature of insured property;
  - Consequential loss or damage, loss of profits and loss of market or loss of use of any property; and
  - Loss or damage arising from armed conflict, radiation or nuclear explosion.
- Limitations.** In the event of loss or damage of any article or articles in a collection, pair, set, suite or other combination or any article or articles with family, sentimental or prestigious connotations (including heirlooms, photographs and prizes), the Insurance Company will pay the Customer the value of the particular article or articles lost or damaged notwithstanding any special value which such article or articles may have as part of any such combination or because of any such 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 Customer's statutory right in relation to the loss or damage of any goods during removals or storage under the contract.
- Claims.**
  - Examine your consignment on delivery and note any items which may be subject to a claim. Claims must be notified to the nearest branch of Carnall Removals Pty Ltd within two days after the date of delivery (or, in the case of loss, the date upon which the goods would ordinarily have been delivered) either in writing or verbally. Any such verbal notification must be confirmed in writing within the following seven days.
  - The written claim or confirmation should include as much information as is known in regard to the nature and extent of loss or damage, the value of items and the cost of repair.