



## GENERAL TERMS AND CONDITIONS FOR INTERNATIONAL SHIPPING

### 1. Definitions

In these terms and conditions:

- 1.1. "We" means JK Moving Services, and "Us" and "Our" have corresponding meanings;
- 1.2. "You" means the party entering into the agreement for Services with Us, and includes the party to whom Our quotation is addressed and the party by whom the acceptance is signed, and "Your" has a corresponding meaning;
- 1.3. "Goods" means all furniture and other effects which are to be the subject of the Services;
- 1.4. "Services" means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage;
- 1.5. "Subcontractor" means any person other than one of Our employees who, under any agreement or arrangement with Us (whether directly or indirectly) performs or agrees to perform the whole or any part of the Services;
- 1.6. Words in the singular include the plural, and words in one or more genders include all genders.

### 2. We are not Common Carriers

- 2.1. We are not common carriers and accept no liability as such. We reserve the right to refuse to quote for the carriage of goods for any particular person and for carriage of any goods or classes of goods at Our discretion.

### 3. Your Obligations and Warranties

- 3.1. **Information supplied by You.** You warrant that any information which You have provided to Us and on which We have reasonably relied in assessing any quotation or estimate of the resources necessary to carry out the work is accurate.
- 3.2. **Owner or Authorized Agent.** You warrant that, in entering into this agreement, You are either the owner of the Goods, or the authorized agent of the owner.
- 3.3. **Presence at Loading/Unloading.** You will ensure that You or some person on your behalf is present when the Goods are loaded or unloaded at residence.
- 3.4. **Dangerous Goods.** You warrant that the Goods do not include any firearms or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage any vermin or pest unless You have disclosed to Us in writing the presence and nature of any such items prior to them being made available to Us for loading or storage. We may refuse to move or store such items. If We discover any article or substance of this nature after the Goods have been received by Us, We may take any reasonable action, including destruction or disposal, as We may think fit without incurring any liability to You.
- 3.5. **Items Packed By Owner (PBO) For Transit.** You must allow Us to inspect the contents of any carton, package, or article designated for international removal. PBO items which are not inspected by Our crew will not be permitted in the shipment.

### 4. Method of Carriage and Subcontractors

- 4.1. **Mode of Carriage.** We shall be entitled to carry the Goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other Goods being carried on the ship/plane/truck) and by any reasonable means.
- 4.2. **Subcontractors.** We may use a Subcontractor or Subcontractors to undertake the whole or any part of the Services, but if We do so, We will continue to be responsible to You for the performance of the Services.
  - 4.2.1. **Liability of Subcontractors and Employees.**
    - 4.2.1.1. Any provisions in these conditions which limit Our liability also apply to Our Subcontractors and to Our employees and to the employees of Our Subcontractors. For the purposes of this sub clause, We are, or are deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this agreement.

### 5. Delivery

- 5.1. We shall not be bound to deliver the Goods except to You or a person authorized in writing by You to receive the Goods. If We cannot deliver the Goods either because there is no authorized person there to receive them on Our arrival, or because We cannot gain access to the premises, or for any other reason beyond Our control, We will be entitled to unload the Goods into a warehouse, and will be entitled to charge an additional amount for storage and for the subsequent re-delivery of the Goods. If this happens, We will endeavor to contact You to ascertain whether You have any alternate instructions.
- 5.2. We will not be liable for any delays due to circumstances beyond Our control including but not limited to Industrial disputes, weather, strikes of any sort, traffic and road conditions or the failure of the international sea or air carrier/s to transit Your consignment within the agreed time frames.

## 6. Charges and Payments

**6.1. Variation to Charges.** All quotations are based on normal working hours, Monday to Friday, unless otherwise specified by Us in writing. In addition, Our Service Proposals for international relocations are based on current ocean and/or air freight rates. All calculations of foreign currency in Our Service Proposal have been converted at the rate of exchange ruling at the date of the Service Proposal. We reserve the right to alter our Service Proposal should a variance to these rates occur, prior to or during the commencement by Us of Your Services. All \$ pricing in our service proposal is in United States Dollars unless otherwise indicated.

### 6.2. Services Not Included in the Quotation

**6.2.1.** Services not included in the quotation, and which we will not provide, unless agreed in writing in advance are:

**6.2.1.1.** Remove and/or store extra goods, or provide extra Services;

**6.2.1.2.** Take down or put up unit furniture, fitments or fixtures attached to walls;

**6.2.1.3.** Cut off or reconnect appliances and fittings;

**6.2.1.4.** Take up or lay fitted floor coverings;

**6.2.1.5.** Move items from a loft, attic, or crawl space unless properly lit and floored and safe access is provided;

**6.3. Payments to Third Parties, Taxes and Duties etc.** We will be entitled to reimbursement from You of any amount We have been required to pay to a third party (other than a subcontractor) to obtain or effect delivery of the goods. In addition, unless expressly stated otherwise in writing herein, Our Service Proposal exclude customs duties, sales tax, GST and other similar Government charges and costs and charges which may be associated with any extensive customs examination, quarantine charges, bond or storage charges, demurrage or container detention fees, steam cleaning or fumigation costs, customs x-ray charges, or any extraordinary expenses. Such charges will be communicated to you at the same time JK receives such communication, the charges will be required to be paid prior to the delivery of the Goods.

**6.4. Payment Terms.** A deposit equal to 10% of the quoted amount or \$500, whichever is greater, is required by You prior to the commencement of any Services by Us, unless prior arrangements are agreed upon by Us in writing. Our invoice must be paid in full prior to departure of Your shipment from origin. Failure to do so may result delayed departure of shipment until the balance has been settled, and additional costs related to delays will be charged to You.

**6.5. Cancellation or Postponement.** If a date for the performance by Us of any Services is agreed upon in the quotation and acceptance or subsequently, and You require that date to be altered or the Goods are not available on that date, We will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability. JK Moving Services requests a minimum of 2 weeks' notice from time of agreed upon first day of service for cancellation without penalty. A cancellation charge for "non-recoverable expenses" may be applied if the period between cancellation and the first day of scheduled service is 3 business days or less. Non-recoverable expenses for required services booked in advance and outlaid may be invoiced at cost; including (but not limited to) port fees; container hauling; vehicle hire; parking permits, and supplied bespoke internal crates.

## 7. Insurance

**7.1. Our Insurance.** We offer to arrange for the goods to be insured during the transit and storage, and the details of the type of insurance and the rates are set out in Our Quotation and/or will be provided on request. This insurance will only be arranged if You request Us in writing to do so (including by so indicating in Your written acceptance of Our Quotation).

## 8. Limits of Liability

**8.1.** Unless agreed otherwise with you in writing in advance or as stated in these terms and conditions, if we are liable and we lose or damage your goods as a direct result of our negligence or breach of this contract, then we will pay you up to a maximum of \$.60 per pound of the actual net weight of the item, OR, if we choose, we will pay for repairing or replacing the item. This will apply even if the item is part of a pair or set and may have a special value.

**8.2.** We are not liable for any loss, damage or failure to produce the goods if it is:

**8.2.1.** Caused by any of the following:

**8.2.1.1.** Fire, moth or vermin, Acts of God, war, terrorism, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion or military coup, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion or other events outside of our control;

**8.2.1.2.** Cleaning, repairing or restoring, unless we did the work;

**8.2.1.3.** Wear and tear, gradual deterioration, leakage or evaporation in perishable or leaky articles; or

**8.2.1.4.** Changes caused by atmospheric conditions such as dampness, mold, mildew, rusting, tarnishing, corrosion or gradual deterioration unless directly linked to ingress of water.

**8.2.1.4.1.** To any article in wardrobes or drawers or in a package, bundle, case or container not both packed and unpacked by us. To any goods which have a proven defect. To animals. To plants.

**8.2.1.4.2.** For mechanical derangement to any appliance or equipment unless there is evidence of related external impact or damage.

- 8.3. If you instruct us to move, transport or dismantle self-assembly or interconnecting furniture, we will not be liable for any damage to it nor for its quality when reassembled by you or us. This also applies to other furniture which is unsuitable for removal or transport.
  - 8.4. We will accept liability only for loss or damage to goods when they are in:
    - 8.4.1. our actual possession, and if it can be proven that we were negligent;
    - 8.4.2. the possession of others, if the loss or damage is proven to have been caused by our failure to pack the goods to a reasonable standard, where we have been contracted to pack the goods.
  - 8.5. Where we engage an international transport operator, shipping company or airline, to convey your goods to the place, port or airport of destination, we do so on your behalf and subject to the terms and conditions set out by that carrier.
  - 8.6. If the carrying vessel/conveyance should for reasons beyond the carrier's control, fail to deliver the goods or route them to a place other than the original destination, you have limited recourse against the carrier and may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit insurance cover.
  - 8.7. We do not accept liability for goods confiscated, seized or removed by Customs Authorities or other Government Agencies.
  - 8.8. No employee of JK Moving Inc. shall in any circumstances be separately liable to you for any loss, damage or mis-delivery.
  - 8.9. We will not be liable for any indirect or consequential loss or losses arising out of your failure to adequately insure your goods for their full value.
  - 8.10. Nothing in this clause excludes or limits our liability to you for:
    - 8.10.1. death or personal injury caused by our negligence;
    - 8.10.2. our fraudulent misrepresentation; or
    - 8.10.3. any other liability that may not be limited or excluded under applicable law.
9. **Damage to Premises or Property Other than Goods**
- 9.1. **Our Liability.** We will not be liable for any damage to premises or property other than goods submitted for removal or storage, unless we have been negligent. Our liability is limited to making good the damaged area only.
    - 9.1.1. We will not be liable if we cause damage as a result of moving goods under your express instruction, against our advice, and where to move the goods in the manner instructed will inevitably cause damage.
    - 9.1.2. If we are responsible for causing damage to your premises or to property other than goods submitted for remove and/or storage, you must note this on the paperwork provided at the time of service, during the residence walkthrough and inspection, prior to the crew's departure.
10. **Privacy**
- 10.1. To enable us to provide you with this quotation, and to enable and assist us to provide our services if you accept this quotation, we collect and hold personal information (such as your personal details and information concerning your proposed move as forwarded to us), and possibly photographs taken to assist us in providing a quotation or assessing a claim. Our privacy policy allows us to use such personal information for these purposes, but all such information will be held subject to our privacy policy, available for review [here](#).