

Important information regarding consumer rights

The benefits conferred by these Terms and Conditions are in addition to all rights and remedies provided under consumer protection laws and regulations, including the Australian Consumer Law. These Terms and Conditions will not prejudice the rights granted by applicable consumer law, including the right to receive remedies under statutory warranty law and to seek damages in the event of non-performance by Us of any of our contractual obligations.

1. Worldwide Move Management International Moving Extended Warranty

1.1 Introduction

These Terms and Conditions are supplementary to the Worldwide Move Management International Moving Terms and Conditions (**Worldwide Move Management Terms**) and to the extent that any aspect of the Warranty is not expressly included in these Terms, then your remedies are limited to those under the Worldwide Move Management Terms.

1.2 No Insurance

We and You acknowledge and agree that:

- a. without limiting any requirement under the Worldwide Move Management Terms, there is no duty of disclosure in relation to the Warranty;
- b. these Terms and Conditions are not intended to amount to a contract of insurance, to contain provisions of insurance or to otherwise involve an undertaking of liability by way of insurance; and
- c. these Terms and Conditions provide indemnity for loss in excess of that available under law.

2. Definitions and Interpretation

2.1 Definitions

In these Terms and Conditions, unless the context clearly indicates otherwise:

- a. **ACL** means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth);
- b. **Basis of Valuation** means the agreed formula stated in the Terms and Conditions, unless otherwise agreed and specified in the Warranty Confirmation, that will be used to calculate the value of Your Goods and will be the basis for any calculation or Claim settlement.
- c. **Claim** means a valid claim made by You in accordance with clause 8.1;
- d. **Declared Value** means the value of Your Goods declared by You in the Lump Sum Valuation Declaration or Specified Valuation Declaration and shown in the Warranty Confirmation.
- e. **Depreciation** means the reduction in value of an item over time, calculated at 20% per annum from the date of original purchase;
- f. **Like for Like Replacement** means a like for like item that is the nearest equivalent of Your Goods, as determined by Us, taking into account:
 - (i) specifications;
 - (ii) features;
 - (iii) quality, including age and condition; and
 - (iv) availability of item.
- g. **Limit**, in relation to Your Goods, means the amount payable for Loss or Damage to Your Goods as set out in clause the table at clause 4.3;
- h. **Loss or Damage** means actual physical damage to Your Goods covered under Your Warranty;
- i. **Lump Sum Valuation Declaration** means the minimum valuation methodology provided by Us to assist You in determining the current replacement value of Your Goods;
- j. **Market Value** means, in the event of damage, the reasonable cost of repairs or restoration, or for any items totally lost or destroyed, their Replacement Cost less a reasonable allowance for age, condition, wear and tear and Depreciation;
- k. **Replacement Cost** means, in the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, full replacement cost, provided that such items are no more than 10 years. Where items have been specifically declared and valued, the Declared Value is deemed to be the Replacement Cost;
- l. **Specified Valuation Declaration** means the detailed inventory declaration form provided by Worldwide to assist You in itemising Your belongings to determine the current replacement value of Your Goods;
- m. **Storage** means any storage by Us of Your Goods at Your request in a warehouse or compound by Us prior to, during or after Transit;
- n. **Total Loss** means physical Loss of Your Goods covered under Your Warranty and excludes physical Damage to your Goods;
- o. **Transit** means all conveyances by road and/or rail and/or air and/or vessel to and from ports and or places anywhere in Australia or the world. Transit commences when goods are first moved and/or uplifted within the house, office or factory by Us for the purpose of transit and ceases when the goods are last moved by Us after delivery to their final destination or such other place as the receiver may instruct. Transit includes packing/ unpacking of goods by Us at uplift or delivery and any Storage which is incidental to the transit excluding disassembly/ assembly, installation and testing of Your Goods;
- p. **You** means the person/s or entities who contract with Us to remove and/or store their goods under the Worldwide Move Management Terms. Also referred to as **You/Your**;
- q. **Valuables** means any antique, curio, jewellery, plate, precious object, musical instrument, work of art, medal, collection of items, fur or piece of precision equipment;
- r. **Warranty** means the Worldwide Move Management International Moving Extended Warranty service provided by Worldwide in accordance with the terms of these Terms and Conditions;
- s. **Warranty Confirmation** means the written confirmation of the particulars of the Warranty provided by Us;
- t. **Warranty Declaration** means a Lump Sum Valuation Declaration or Specified Valuation Declaration by You of the items constituting Your Goods and the value of those Customer's Goods;
- u. **Warranty Term** means the period commencing on the day You purchases the Warranty and continues through to the date specified in the Warranty Confirmation.
- v. **Worldwide** means Worldwide Move Management Pty Ltd (ACN 647 362 918), the removal company who may sub contract removal jobs to other removal companies. Also referred to as **Our/Us/We**;
- w. **Worldwide Move Management Terms** means the Worldwide Move Management International Moving Terms and Conditions, available in this link ([Terms & Conditions](#))

All words and phrases used in these Terms and Conditions shall have the same meaning, if any, given to them in the Worldwide Move Management Terms provided, except for where expressly defined, however, where there is any inconsistency, the meaning defined in these Terms and Conditions shall prevail.

2.2 Interpretation

In these Terms and Conditions, unless the context clearly indicates otherwise:

- a. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- b. words importing a gender include any other gender; and
- c. the singular includes the plural and conversely.

3. The Warranty

- a. In consideration of payment for the Warranty and subject to these Terms and Conditions, this Warranty protects You against Loss or Damage to Your Goods, during the Warranty Term and on the conveyances within the geographical limits set out in the Warranty Confirmation.
- b. The Terms and Conditions apply the same whether You have purchased Worldwide Move Management International Moving Extended Warranty, except where otherwise noted.
- c. Benefits under this Warranty are additional to Your rights under applicable laws, including the ACL.

4. What is Covered?

4.1 Option A – Accidental Damage – Lump Sum Cover

- a. If, during the Warranty Term, You submit a Claim, We will, at Our discretion, either:
 - (i) Fund the repair of the defect to Your Goods the subject of the Claim;
 - (ii) provide a Like for Like Replacement of Your Goods the subject of the Claim, or
 - (iii) make a payment to You in the amount of the Replacement Cost of Your Goods the subject of the Claim, calculated on the basis of the declared valuation.
- b. All Like for Like Replacements provided under this Warranty will at a minimum have the same or substantially similar features (e.g. a different model with the same features, or the same model in a different colour) as the original item.
- c. If We provide a Like for Like Replacement of Your Goods, the original item becomes Our property and the Like for Like Replacement is the property of You.

4.2 Option B – Accidental Damage – Declared Value Cover

- a. If, during the Warranty Term, You submit a Claim, We will, at Our discretion, either:
 - (i) Fund the repair of the defect to Your Goods the subject of the Claim;
 - (ii) provide a Like for Like Replacement of Your Goods the subject of the Claim, or
 - (iii) make a payment to You in the amount of the Replacement Cost of Your Goods the subject of the Claim, calculated on the basis of the sum stated.
- b. All Like for Like Replacements provided under this Warranty will at a minimum have the same or substantially similar features (e.g. a different model with the same features, or the same model in a different colour) as the original item.
- c. If We provide a Like for Like Replacement of Your Goods, the original item becomes Our property and the Like for Like Replacement is the property of You.

4.3 Option C - Total Loss Only Cover

- a. If, during the Warranty Term, You submit a Claim, We will, at Our discretion, either:
 - (i) provide a Like for Like Replacement of Your Goods the subject of the Claim, or
 - (ii) make a payment to You in the amount of the Replacement Cost of Your Goods the subject of the Claim, calculated on the basis of the declared valuation.
- b. All Like for Like Replacements provided under this Warranty will at a minimum have the same or substantially similar features (e.g. a different model with the same features, or the same model in a different colour) as the original item.

4.4 Worldwide Move Management International Moving Extended Warranty Cover and the Australian Consumer Law (ACL)

Table A details the level of coverage provided by Worldwide Move Management International Moving Extended Warranty and the ACL:

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Table A: Table of Coverage and Benefits

Cover	Option A – Accidental Damage – Lump Sum Cover	Option B – Accidental Damage – Declared Value Cover	Option C – Total Loss Only Cover
Loss or Damage to Customer's Goods	Customers may claim a remedy for Loss or Damage arising under the circumstances beyond the ACL consumer guarantee criteria as set out in these Terms and Conditions.	Customers may claim a remedy for Loss or Damage arising under the circumstances beyond the ACL consumer guarantee criteria as set out in these Terms and Conditions.	Customers may claim a remedy for Total Loss only arising under the circumstances beyond the ACL consumer guarantee criteria as set out in these Terms and Conditions.
Cover Limit	If, during the period of cover, You submit a Claim, You will be entitled to a repair of the defect, a Like for Like Replacement or reimbursement at Replacement Cost if the declared valuation is declared under a Lump Sum Valuation Declaration or the sum stated if declared under a Specified Valuation Declaration, subject to a maximum value of \$20,000 per item for Valuable Items unless specifically declared (refer to cl 4).	If, during the period of cover, You submit a Claim, You will be entitled to a repair of the defect, a Like for Like Replacement or reimbursement at Replacement Cost if the declared valuation is declared under a Lump Sum Valuation Declaration or the sum stated if declared under a Specified Valuation Declaration, subject to a maximum value of \$20,000 per item for Valuable Items unless specifically declared (refer to cl 4).	If, during the period of cover, You submit a Claim, You will be entitled a Like for Like Replacement or reimbursement at Replacement, subject to a maximum value of \$20,000 per item for Valuable Items unless specifically declared (refer to cl 4).
Cost of coverage	Available for additional cost, calculated against the consignment valuation.	Available for additional cost, calculated against the consignment valuation.	Available for additional cost, calculated against the consignment valuation
Claim period	7 days from the date of delivery of Your Goods or, in the case of Loss, 7 days from the date upon which Your Goods would ordinarily have been delivered.	7 days from the date of delivery of Your Goods or, in the case of Loss, 7 days from the date upon which Your Goods would ordinarily have been delivered.	7 days from the date of delivery of Your Goods or, in the case of Loss, 7 days from the date upon which Your Goods would ordinarily have been delivered.
Who to contact to make a Claim	Worldwide (refer to cl 8.1).	Worldwide (refer to cl 8.1).	Worldwide (refer to cl 8.1).
Valuation	Replacement Value if under 10 years old. Market value will apply to items more than 10 years old.	Replacement value if under 10 years old. Market value will apply to items more than 10 years old.	Replacement value if under 10 years. Market value will apply to items more than 10 years old.
Pairs & sets protection	Pair and set protection in the event an item in a pair or set is lost or damaged.	Pair and set protection in the event an item in a pair or set is lost or damaged	Not covered
Mould and mildew	Covered against any causation.	Covered against any causation.	Not covered.
Electrical, mechanical or electronic malfunction	Indemnity for loss, damage or expense caused by any kind of mechanical, electrical and/ or electronic breakdown of or malfunction of the goods irrespective of the cause.	Indemnity for loss, damage or expense caused by any kind of mechanical, electrical and/ or electronic breakdown of or malfunction of the goods irrespective of the cause.	Not covered.
Clothing	Replacement Value if under 10 years old.	Replacement Value if under 10 years old.	Replacement Value if under 10 years old.
Jewellery	Replacement value subject to itemised declaration for each item in excess of \$500.	Replacement value subject to itemised declaration for each item in excess of \$500.	Replacement value subject to itemised declaration for each item in excess of \$500.
Motor vehicles, motorcycles, boats, caravans or trailers	In the event of loss or damage We will either repair the damage; pay you the reasonable cost of repair; or pay you the actual market value of the item.	In the event of loss or damage We will either repair the damage; pay you the reasonable cost of repair; or pay you the actual market value of the item.	In the event of Total Loss We will pay you the actual market value of the item.
Theft & burglary	Replacement Value if under 10 years old.	Replacement Value if under 10 years old.	Not covered.
General average and salvage charges associated with loss or damage caused by jettison at sea	Covered in accordance with the contract of affreightment and international maritime laws.	Covered in accordance with the contract of affreightment and international maritime laws.	Not covered.

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5. What is not covered?

5.1 Excluded Goods

This Warranty does not provide coverage over the following goods:

- a. frozen and/or chilled meat, seafood, beverages, foodstuffs or other temperature controlled goods;
- b. livestock, bloodstock, studstock or live animals and reptiles or live plants;
- c. money (which means anything having the value of money), bullion, cheques, credit or other card sales vouchers, securities, shares, bonds, deeds, bills of exchange, or any documents that represent money or title;
- d. illegal or prohibited items, including radioactive or explosive goods;
- e. cigarettes, e-cigarettes or tobacco products.

5.2 Risks excluded from Warranty

Unless specified, this Warranty does not provide indemnity for loss, damage or expense caused by:

- a. rust, oxidation, discolouration, unless caused in transit;
- b. consequential losses of any kind or loss of market;
- c. something which has not occurred during the Transit, for example, pre-existing damage or damage occurring after Your Goods have been delivered at destination;
- d. while Your Goods are in use and/ or while being worked upon and directly resulting therefrom;
- e. rejection, detention, condemnation or confiscation by any government or their agencies or departments or by any public or local authority;
- f. dismantling, assembly, testing or fabrication of Your Goods, other than as required during the ordinary course of transit; or

6. Loss of data from any electronic device howsoever caused. Limitation of Liability

6.1 Australian Consumer Law

- a. Our Services come with guarantees that cannot be excluded under the ACL. For a major failure with the Service, you are entitled to:
 - (i) cancel Your Service contract with us; and
 - (ii) a refund for the unused portion, or to compensation for its reduced value.
- b. You are also entitled to compensation for any other reasonably foreseeable loss or damage from a failure in the Service.
- c. If the failure does not amount to a major failure, You are entitled to have problems with the Service rectified in a reasonable time and, if this is not done, to cancel Your contract and obtain a refund for the unused portion of the contract.
- d. The contractual rights that You may be entitled to under these Terms and Conditions are in addition to these statutory rights. Nothing in these Terms and Conditions will be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the ACL) and which by law cannot be excluded, restricted or modified.

6.2 Limitation on Liability

- a. Worldwide is not liable for any loss of profit, revenue or business, indirect, consequential, special or incidental loss or damage suffered or incurred by You arising out of or in connection with the Services and/or these Terms and Conditions, whether in contract, tort, equity or otherwise.
- b. To the maximum extent permitted by law and subject to clause 6.1, any representation, warranty, condition, guarantee, term or undertaking that would be implied into these Terms and Conditions with respect to the Services by legislation, common law or otherwise, including any implied terms, conditions or warranties, non-infringement, compatibility, security and accuracy, is excluded from these Terms and Conditions.
- c. Our maximum liability for any one Loss or Damage or series of Loss or Damages arising under, out of, or in connection with, the Services and/or these Terms and Conditions will not exceed the Declared Value.

6.3 Replacement Cost

- a. Subject to clause (b):
 - (i) in the event of Loss or Damage to Your Goods, the Replacement Cost for Your Goods the subject of the Claim is calculated based on the reasonable cost of repairs or restoration; and
 - (ii) in the event that Your Goods are totally lost or destroyed (as determined by Us in Our sole discretion), the Replacement Cost will be calculated based on the full Replacement Cost for Your Goods the subject of the Claim.
- b. We will only be liable to pay the
- c. Market Value for Loss or Damage to Your Goods that are:
 - (i) more than 10 years old.
 - (ii) motor vehicles, motorcycles, boats and trailers.

6.4 Market Value

Market Value shall be calculated as the original purchase price of Your Goods less Depreciation since the date of the original purchase.

7. Other Limits on Cover

7.1 Liability Excluded from Cover

We are liable only for the level of Cover provided as set out in the table at clause 4.3. It is not liable for Loss or Damage resulting from:

- a. ordinary wear and tear of Your Goods;
- b. faulty manufacture or inherent defects of Your Goods;
- c. wars or strikes, actions of government or customs authorities (including rejection or refusal of importation permission), nuclear or radioactive contamination;
- d. unsuitability of packing of Your Goods other than by or on behalf of Worldwide Move Management;
- e. loss of data;
- f. Customer's Goods that are destroyed by foreign government or customs authorities due to noncompliance with foreign laws/ regulations or delay in pick up;
- g. Customer's Goods that are documents and services that are 'international mail'; Customer's Goods that are bullion, cash, coins, banknotes, deeds, bonds, bills of exchange, or other documents representing money, credit cards, gift cards or the like, , negotiable items, livestock, bloodstock or living plants/things.

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7.2 Pairs and Sets

Where one or more articles in a pair or set (including lounge suites) are lost or damaged, the Warranty only indemnifies the lost or damaged part or parts. Worldwide will not pay more than a proportionate part of the Market Value of the pair or set and will not have reference to any special value which they may have as a pair or set, or Depreciation or loss of value to the pair or set other than as set out in the table at clause 4.3.

7.3 Valuables Limit

The amount payable for Valuables will be limited to the Declared Value in the Specified Warranty Declaration; or the Declared Value in excess of \$20,000.

8. Processing of Claims

8.1 Claim Form

- a. As soon as possible after the happening of any event which may give rise to a Claim under the Warranty, You must at Your own expense:
 - (i) lodge a duly completed Claim form to info@worldwidemovemanagement.com
 - (ii) supply supporting Claims documentation, along with evidence and information as may reasonably be required by Us for the purposes of investigating or verifying the Claim, including details of all other covers or insurances covering the loss or damage or any part of it and, if requested, a sworn declaration of truth of the Claim and any connected matters; and
- b. You acknowledge and agree to:
 - (i) take all reasonable measures to avoid or minimise any further loss, damage, liability or expense;
 - (ii) note details of any loss or damage on Worldwide inventory and/or condition report, and provide same to Worldwide;
 - (iii) preserve any damaged or defective items which may be required as evidence for examination by Us;
 - (iv) not authorise the repair or replacement of the lost or damaged goods without Our express written consent;
 - (v) in the case of loss or damage due to theft or malicious act, You must inform the police immediately and take all practicable steps to discover any guilty person and to trace and recover the missing property;
 - (vi) not abandon any of Your Goods to Us whether We have paid Your Claim or not;
 - (vii) not make any settlement, admission of liability, payment, or promise of payment to a third party without Our written consent.
- c. Unless clause 8.1 is complied with, Our liability may be reduced by the amount representing the prejudice caused to Us as a result of non-compliance with this clause.

8.2 Time for Claim

A Claim will not be accepted under the Warranty unless it is made in accordance with clause 8.1 within 7 days of the date of delivery of Your Goods, or in the case of Loss, within 7 days of the date upon which the Goods would ordinarily have been delivered, failing which We will have no further liability.

8.3 Who can Claim

Only You may claim under the Warranty.

8.4 Salvage in the event of total loss and destruction

Where We pay a Claim for the total loss or destruction of Customer's Goods, whether that is based on Replacement Cost or Market Value, We are entitled to take possession of the item and retain any salvage value. In the event that this clause is exercised, it is agreed that You will have automatic first choice to purchase the salvaged item.

8.5 Fraudulent Claims

If You, or anyone acting on Your behalf makes a Claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, Worldwide may refuse to pay a Claim and treat the agreement as if it never existed.

8.6 Goods and Services Tax

- a. If You are liable to pay goods and services tax (GST) in respect of any goods, services or other supply which are the subject of a Claim under the Cover, We will pay You for that GST liability. However, where We make a payment under this Cover for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit You are or will be or would have been entitled to under the A New Tax System (Goods and Services Tax) Act 1999 (GST Act) in relation to that acquisition whether or not the acquisition is actually made.
- b. Where We make a payment under this Warranty as compensation for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit You would have been entitled to under the GST Act had the payment been applied to acquire such goods, services or supply.

9. Cancellation

9.1 Customer's Right to Cancel

This Warranty may be cancelled at any time prior to commencement of the removal service by written request to Us, in which case You shall then be entitled to a refund of the Warranty premium fee provided that no Claim has been made on this Warranty.

10. General Provisions

10.1 Entire Agreement

These Terms and Conditions, the Warranty Declaration and the Warranty Confirmation form the entire agreement between the parties.

10.2 Assignment and subcontracting

- a. We may assign, novate, subcontract or transfer these Terms and Conditions to third parties but shall not be relieved of its obligations to You in doing so.
- b. You must not assign, novate, subcontract or transfer these Terms and Conditions without Our prior written consent (which may be withheld in our sole discretion).

10.3 Amendments

Any amendment to these Terms and Conditions must be in writing signed by the parties. Our consent can only be given by a director or manager, and must be evidenced in writing.

10.4 Notices

Any notice, demand or other communication to be served on a party must be in writing. Notices sent by post will be deemed received at the end of 3 Business Days after posting, and notices sent by email will be deemed received on the date and time that the email was sent (as evidenced in the sender's email sent history).

Notices received after 5pm on a Business Day will be deemed received on the next Business Day.

10.5 Force Majeure

We will not be liable to You for non-performance or delays caused by an external event beyond Our reasonable control. In such event, both parties will use reasonable endeavours to minimise delays or interruptions other than as set out in the table at clause 4.3.

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10.6 Severability

If any part of these Terms and Conditions is illegal or unenforceable, it will be severed and the remaining terms will continue in full force and effect.

10.7 Survival

Any provision of these Terms and Conditions, which is by its nature a continuing obligation, will survive termination.

10.8 Governing law and jurisdiction

These Standard Trading Conditions shall be governed and construed in accordance with the laws of South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of South Australia.

10.9 Privacy

You agree that any information or data disclosed to Worldwide under this Warranty is not confidential or proprietary to you. Furthermore, You agree that Worldwide may collect and process data on your behalf when it provides the Warranty.