

# CONDITIONS & GUARANTEE

This guarantee is given by Fidelity Group (ABN 65 313 664 678) of Eatons Hill, QLD 4037, Australia.

Our terms of trade provide that we will, at our expense, repair any damage to your goods and/or property directly caused by us, subject to the following conditions and limitations.

1. **DEFINITIONS:** “We”, “Us”, “Our” refers to Fidelity Group. “You” or “Customer” refers to the person or entity engaging our services. “Goods” means all items accepted for removal, storage, or handling.
2. **SCOPE OF SERVICES:** We agree to provide furniture removal and associated services as specified in your booking or quotation. Services are limited to the collection, transport, delivery, and handling of goods as agreed.
3. **CUSTOMER RESPONSIBILITIES:** This guarantee applies only where the customer or the customer’s authorised representative is present at all times while the services are being carried out. You warrant that you are the legal owner of the goods or authorised to move them. Goods must be suitably packed unless packing services are agreed. Fragile, high-value, unusual, or dangerous items must be disclosed prior to removal. Clear and safe access must be provided at all locations.
4. **EXCLUDED ITEMS:** We do not move hazardous, flammable, explosive, perishable, or illegal items. We accept no liability for such items if included without disclosure.
5. **DAMAGE AND LOSS:** We take reasonable care in handling your goods. This guarantee applies only to damage directly caused by us and does not extend to pre-existing damage, damage caused by defective packing, damage caused by others, normal wear and tear, pre-existing defects, items not packed by us, or inherently fragile materials unless caused by our proven negligence. Any loss or damage must be reported immediately and in any event prior to completion of the job. No claim will be accepted after the job has been completed.
6. **LIMITATION OF LIABILITY:** To the extent permitted by law, our liability for loss or damage caused by our negligence is limited to the lesser of \$100 per item or package, or \$1,000 in total for all goods moved. Claims must be notified in writing within 7 days of delivery.
7. **GUARANTEE:** Our guarantee applies only where we physically move the goods. It does not apply to customer-packed items, undeclared high-value goods, or mechanical or electrical failure not caused by impact or mishandling. No liability is accepted for mechanical or electrical breakdown of items valued over \$5,000 unless caused by our negligence.
8. **BUSINESS USE:** Where services are acquired for business, trade, profession, or occupation purposes, liability is limited to loss or damage caused by our negligence and capped as stated above. Other warranties are excluded to the extent permitted by law.
9. **DELAYS:** We are not liable for delays caused by circumstances beyond our control including traffic, weather, industrial action, or access restrictions.
10. **PAYMENT TERMS:** Payment is due in full upon completion of services unless otherwise agreed. We reserve the right to withhold delivery until payment is received.
11. **CANCELLATION:** Cancellations made within 48 hours of the scheduled service may incur a cancellation fee.
12. **AUSTRALIAN CONSUMER LAW:** This guarantee is in addition to any rights or remedies available under the Australian Consumer Law. Such rights cannot be excluded and apply to the extent permitted by law.
13. **GOVERNING LAW:** This agreement is governed by the laws of the state or territory in which the services are provided.

**Fidelity Group** (ABN 65 313 664 678)

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