



TERMS AND CONDITIONS

Kent Removals and Storage and AFRA Contract for Removal and Storage 2023

1. Definitions

In these conditions:

- 1.1 **"We"** means The Trustee for the Dace Trust – Kent Relocation Group Pty Ltd ACN 005 040 200 ABN 54 712 591 791, 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 **"Ancillary Services"** means services which are ancillary to the Services, but which We do not offer or provide, including transportation by sea, rail or air, and transportation of vehicles, trailers, caravans, boats and animals;
- 1.4 **"Goods"** means all furniture and other effects which are to be the subject of the Services;
- 1.5 **"Services"** means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage;
- 1.6 **"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; other than a Third Party Provider;
- 1.7 **"Third Party Provider"** means any person who We, as Your agent, have arranged to carry out:
 - (a) the Services; and/or
 - (b) any Ancillary Services;
- 1.8 Words in the singular include the plural, and words in one or more genders include all genders.

2. Terms

- 2.1 This agreement is made between Us and You.
- 2.2 You acknowledge and agree that You have read this agreement and to be bound by this agreement.
- 2.3 This agreement excludes and supersedes all prior discussions, representations and arrangements and any other oral or written terms and conditions whether or not they are endorsed on, delivered with or referred to in any Purchase Order or other document delivered by You to Us.
- 2.4 All terms capitalised but not defined in this agreement has the meaning given to those terms in the Purchase Order.

3. We are not Common Carriers

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

4. Your Obligations and Warranties

- 4.1 **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. You must promptly notify Us in writing of any changes.
- 4.2 **Owner or Authorised Agent.** You warrant that, in entering into this agreement, You are either the owner of the Goods, or the authorised agent of the owner.
- 4.3 **Presence at Loading/Unloading.** You will ensure that You or some person on your behalf is present when the Goods are loaded or unloaded, except if they are being unloaded into or loaded from store.
- 4.4 **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 remove 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.
- 4.5 **Fragile Goods and Valuable Items.** You will, prior to the commencement of the removal or storage, give to Us written notice of any Goods which are of a fragile or brittle nature and which are not readily apparent as such, or which comprise jewellery, precious objects, works of art, money, collections of items or precision equipment in any case having a value in excess of \$1,000.
- 4.6 **Goods Left Behind or Moved in Error.** You will ensure, to the best of Your ability, that all Goods to be removed (other than Goods being removed from store) or stored are uplifted by Us and that none are taken in error.

5. Method of Carriage and Subcontractors

- 5.1 **Mode of Carriage.** We shall be entitled to carry, or arrange for the carriage of, the Goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other goods being carried on or in the conveying vehicle or container) and by any reasonable means, including, where We consider it necessary or desirable, by sea, rail or air, and for that purpose, as Your agent, to arrange for a Third Party Provider effect such carriage by sea, rail or air.
- 5.2 **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.

- 5.3 **Liability of Subcontractors and Employees.** 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 subclause, 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.

6. Brokerage Services

- 6.1 We may as Your agent:
 - (a) Where We cannot or elect not to provide the Services, arrange to have the Services undertaken by Third Party Providers;
 - (b) at Your request, arrange to have Ancillary Services undertaken by Third Party Providers
- 6.2 We will notify You if we propose to engage a Third Party Provider and will notify you of the associated charges. If We do, You may elect not to receive the Services and/or the Ancillary Services.
- 6.3 We accept no liability, including liability for any loss or damage, arising out of the Brokerage Services. However, if We arrange for a Third Party Provider to undertake carriage of the Goods by sea, rail or air, and the Goods suffer loss or damage at some time when they are either in Our possession or the possession of the Third Party Provider, and if We cannot establish, on a balance of probabilities, that the Goods were in the possession of the Third Party Provider when that loss or damage occurred, the Goods will be deemed to have been in Our possession at the time.
- 6.4 All contracts that are entered into by Us with Third Party Providers (Services Contracts) are contracts:
 - (a) entered into by Us for and on behalf of You in Our capacity as Your agent and You grant Us all of the authority that We need to enter into Services Contracts for and on behalf of You as Your agent; and
 - (b) that bind You as principal and directly entitles You to all of the contractual benefits and directly exposes You to contractual liability as if You had personally executed or otherwise entered into each Services Contract in place of Us.
- 6.5 Subject to any express instructions or conditions agreed in writing between the parties, We will have sole and absolute discretion in respect of all matters and arrangements relating to the engagement of the Third Party Provider, but we will take reasonable steps to assess the suitability of the Third Party Provider in providing the

Services to You or Third Party Provider in providing the Ancillary Services to You.

6.6 You acknowledge and agree that:

- (a) if We charge You for any services that are to be provided under a Services Contract then that shall not, of itself, mean that or constitute evidence that, We are acting as a principal or as an agent of the Third Party Provider with respect to the provision of the relevant services;
- (b) we may have a pecuniary interest in the Services Contract; and
- (c) we are entitled to be paid, retain or disburse all brokerages, commissions, allowances and other remunerations customarily retained by or paid to shipping, clearing and forwarding agents, insurance brokers and customs brokers and agents.

7. Delivery

We shall not be bound to deliver the Goods except to You or a person authorised in writing by You to receive the Goods. If We cannot deliver the Goods either because there is no authorised 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 endeavour to contact You to ascertain whether You have any alternate instructions.

8. Storage Conditions

- 8.1 **Inventory.** We will prepare an inventory of Goods received for storage and will ask You to sign that inventory. You will be provided with a copy of the inventory. If You sign the Inventory, or do not do so and fail to object to its accuracy within 7 days of receiving it from Us, the inventory will be conclusive evidence of the Goods received by Us. The inventory will disclose only visible items and not any contents unless You ask for the contents to be listed, in which case We will be entitled to make a reasonable additional charge.
- 8.2 **Contact Address.** You agree to advise Us of an address to which We can forward any notice or correspondence, and to promptly notify Us of any change of address.
- 8.3 **Price Changes.** Our storage charges will be as quoted to You for the longer of the first 26 weeks of storage or any agreed fixed or minimum period of storage. After that period, We may change the storage charges from time to time on giving 28 days' written notice to You.
- 8.4 **Warehouse Fumigation.** We will fumigate our Warehouse on a quarterly basis to protect your Goods from insects and pests. A fumigation fee will be charged in addition to our regular storage charges. The fumigation fee is [\$33] per quarter or [\$11] per month (all values incl. GST).
- 8.5 **Warehouse Change.** We are authorised to remove the Goods from one warehouse to another without cost to You. We will notify You of

the removal and advise the address of the warehouse to which the Goods are being removed, not less than 5 days before removal (except in emergency, when such notice will be given as soon as possible).

- 8.6 **Inspection of Goods in Store.** You are entitled, upon giving Us reasonable notice, to inspect the Goods in store, but a reasonable charge may be made by Us for this service.
 - 8.7 **Removal From Storage.** Subject to payment for the balance of any fixed or minimum period of storage agreed, You may require the Goods to be removed from store at any time on giving Us not less than 5 working days' notice. If You give Us less notice, We will still use Our best endeavours to meet your requirement, but shall be entitled to make a reasonable additional charge for the short notice.
 - 8.8 **Refund of Advance Payments.** Upon your request for removal from storage, We shall refund to You within a reasonable period of time, the amount of any Storage Fees paid by You in advance for future whole weeks (defined as Sunday to Saturday) or part thereof not yet commenced, less any other amounts We are entitled to claim from You.
 - 8.9 **Compulsory Removal and Disposal/ Sale.** You agree to remove the Goods from storage within 28 days of a written notice of requirement from Us to do so. In default, We may, after 14 days' notice to You, SELL ALL OR ANY OF THE GOODS by public auction or on Ebay or a similar online auction sale facility or and apply the net proceeds in satisfaction of any amount owing by You to Us.
 - 8.10 **Sale of Goods.** For the purposes of preparing for the sale of the Goods under clauses 9.9 or 10.5 or otherwise as permitted by law, We are authorised by You to open any boxes in storage to inspect and identify the contents and We may at Our discretion decide which contents will be offered for sale to the general public. At Our discretion, any items we do not offer for sale may be stored by Us for such period as We consider appropriate and We may invite You to collect those items from Us once We have been paid all moneys due by You to Us for Services provided under this or any other agreement. If We fail to sell the Goods at public auction or Ebay after a reasonable attempt to do so, We may at Our option pay \$1 for the Goods and at Our discretion dispose of the Goods.
- ## 9. Charges and Payments
- 9.1 You agree to pay Us charges in consideration of Us providing You with the Services.
 - 9.2 We will provide You with a tax invoice for the payment of the charges.
 - 9.3 All charges are exclusive of GST (as defined in A New Tax System (Products and Products Tax) Act 1999 (Cth) unless it is expressed to be GST inclusive.
 - 9.4 **Payment by Third Party.** If You arrange with Us or instruct Us that Our charges are to be paid by a third party, and if that party does not pay the charges within 14 days of the date set for payment or, if no date is set for payment, within

14 days of the date of invoice, You agree to thereupon pay the charges.

- 9.5 **Default Charges.** If amounts are outstanding from You to Us for more than 30 days, We will be entitled to charge interest at the Commonwealth Bank maximum personal overdraft interest rate for amounts not exceeding \$100,000 from time to time, calculated on monthly rests.
- 9.6 **Contractual Liens.** All Goods received by Us will be subject to a general lien for any moneys due by You to Us relating to any Services provided under this or any other agreement. Without prejudice to any other rights which We may have under this agreement or otherwise at law, if any amounts have been outstanding for a period of 26 weeks, We may give 28 days' written notice to You of intention to sell, and if the outstanding amount is not paid within that period, We may SELL ALL OR ANY OF THE GOODS and exercise any other rights We have under clause 9.9 and 9.10 relating to the sale of the Goods and apply the net proceeds in satisfaction of the amount due.

10. Variations, cancellation, delay and rescheduling

- 10.1 We may delay delivery of the Services if You have not provided to Us all of the information required by Us to provide the Services, complied with any reasonable direction by Us to enable our Suppliers to provide the Services or You are unable to provide the Supplier with access to the delivery location.
- 10.2 We reserve the right to cancel or delay the delivery of the Services at any time, by notice to You, to deal with unforeseen circumstances (which includes the Supplier not being available to provide the Services on the Services Date).
- 10.3 If the work You ultimately require Us to do varies from the work for which a quotation or estimate has been given, or if We are prevented from or delayed in undertaking the Services or any part thereof (except where that prevention or delay results from a factor within Our control), we will also be entitled to make a reasonable additional charge. We will also be entitled to reimbursement from You of any amount which We have been required to pay to a third party (other than a Subcontractor) to obtain or effect delivery of the Goods.
- 10.4 **Rescheduling.** 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.
- 10.5 If We cancel or delay the Services and you no longer wish to receive the Services, Our liability to You will be limited to:
 - (a) refunding in full the Fees already paid by You for the Services; or
 - (b) by mutual agreement, rescheduling the Services to another Services Date.
- 10.6 Except as set out above at subclause 10.3, We

will not be liable to You for any losses, expenses or costs however arising out of or in connection with any cancellation or delay of the Services by Us in the circumstances set out in this clause.

11. Loss or Damage – Private Removals and Storage

- 11.1 **Australian Consumer Law.** Except where the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, this agreement will be subject to the guarantees set out in sections 60, 61 and 62 of the Australian Consumer Law (as enacted as Schedule 2 of the Competition and Consumer Act 2010) being, in particular, a guarantee that the Services will be rendered with due care and skill, and the following conditions of this clause 11 will apply.
- 11.2 **Negligence.** We will only be liable for the proportion to which the loss or damage to the Goods is caused by or contributed to by Our negligence (including the negligence of any Subcontractor). We will not be liable for loss or damage to the Goods caused or contributed to by You or someone else that We are not responsible for at law
- 11.3 **Exclusions.** We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control, including any loss or damage occurring in the course of the provision of Ancillary Services by Third Party Providers.
- 11.4 **Damage to Goods – Packaging.** If the Goods sustain damage by reason of defective or inadequate packing or unpacking, and the packing or unpacking (as the case may be) was not undertaken by Us or a Subcontractor, We will not be liable.
- 11.5 **Damage to Goods – Inherent Risk.** Certain goods (including electrical and mechanical appliances, computer equipment, scientific instruments and certain musical instruments) are inherently susceptible to suffer damage or disorder upon removal. Unless that damage or disorder results from a failure to exercise due care and skill on Our part, We will not be liable.
- 11.6 **Damage to Goods – Furniture Items.** If You have elected not to take out any insurance over furniture items whilst in transit or storage and We (or Our Subcontractor) did not package any furniture items for You prior to transit or storage, We will only be liable for damage to the furniture items up to an amount of \$300 per item. This cap on Our liability to You does not apply if there is evidence that We (or Our Subcontractor) failed to exercise due care and skill and this failure is what caused the damage.
- 11.7 **Lost, Stolen or Misplaced Items.** If You have elected not to take out any insurance over the Goods whilst in transit or storage, and We (or Our Subcontractor) have not packed the Goods for You, We will only be liable for lost, stolen or misplaced boxes or items up to an amount of \$150 per box. This cap on Our liability to You does not apply if You provided Us with a completed inventory including valuation of the contents of the box containing the Goods prior to commencement of transit or storage and there is

evidence that We (or Our Subcontractor) failed to reasonably secure the Goods whilst in Our custody or care.

- 11.8 **Notification of Loss or Damage.** You will be asked to sign an inventory or other documents at the conclusion of the transit and You are responsible at that time to confirm that all of the Goods have been delivered, there are no missing items or boxes and the Goods are in acceptable condition. Any claim for loss or damage under this clause 11 is to be notified by You to Us in writing, or by telephone and later confirmed in writing, as soon as possible and within a reasonable time after the date of delivery. We will have the best chance of locating any misplaced items, or ascertaining the cause of damage, if that notification is given to Us within 2 working days.
- 11.9 **Maximum Value of Goods.** In any claim for loss or damage under this clause 11, any estimate of the inventory and value of the Goods which You have provided to Us, whether for the purposes of insurance or otherwise, will be prima facie evidence that the total value of the Goods did not exceed that estimate at the time of loss or damage.
- ## 12. Loss or Damage – Commercial Removals and Storage
- 12.1 **Application.** If the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, the following conditions of this clause 12 will apply.
- 12.2 **Exclusions.** We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control, including any loss or damage occurring in the course of the provision of Ancillary Services by Third Party Providers.
- 12.3 **Negligence.** We will only be liable for the proportion to which the loss or damage to the Goods is caused by or contributed to by Our negligence (including the negligence of any Subcontractor, but excluding the negligence of any Third Party Provider), and in any event that liability will be limited to \$100 per item or package, or \$1,000 in respect of all Goods moved or stored under this agreement (whichever is the lesser).
- 12.4 **Claims.** You will be asked to sign an inventory at or other document the conclusion of the transit and You are responsible at that time to confirm that all of the Goods have been delivered, there are no missing items or boxes and the Goods are in acceptable condition. In circumstances where We are liable under this clause 12, notice of the claim must be given by You to Us as soon as possible, and written notice must be given within 14 days of the date of delivery or, in the case of loss, the date upon which the Goods would ordinarily have been delivered, failing which We will have no further liability.

13. Insurance

- 13.1 **Our Insurance.** We offer to arrange for the Goods to be insured during transit and storage, and 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).

- 13.2 **Other Insurance.** You may, of course, arrange insurance with an insurer of Your choice.

14. Privacy

- 14.1 We will handle your personal information in accordance with the Privacy Act 1988 (Cth) and our privacy policy.
- 14.2 For more detail on the type of personal information We Collect and how We collect, use and disclose personal information, please refer to our privacy policy which is located on our [website](#).

15. Disputes

- 15.1 **Notification of Dispute.** If You or We consider that a dispute has arisen in relation to this agreement (either during the Services, or after they have been completed), written notice of the dispute will be given to the other party. Even if that notice is given, You and We must continue to perform any obligations outstanding by Us under the agreement.
- 15.2 **Dispute Resolution.** If You and We cannot resolve the dispute between Us, You are entitled to refer the dispute to the Australian Furniture Removers Association (telephone 1800 671 806) which has procedures for dispute resolution, and We, but not You, will be bound by the outcome of that referral.
- ## 16. General
- 16.1 **Waiver.** A party waives a right under these Terms only if it does so in writing.
- 16.2 **Variation.** The terms of these conditions cannot be varied other than by Your and Our mutual consent. Our consent can only be given by a proprietor, director, secretary or manager, and must be evidenced in writing.
- 16.3 **Notice.** Any notice to be given by Us to You may be given personally or by prepaid post addressed to Your address last known to Us, or by electronic mail.
- 16.4 **Severance.** If any provision of these Terms is unenforceable, illegal or void, that provision is severed and the other provisions of these Terms remain in force.
- 16.5 **Governing law.** These Terms are governed by and must be interpreted in accordance with the laws of Victoria and the parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria.

Financial Services Guide (FSG)

Kent Relocation Group Pty Ltd can assist you to obtain insurance to protect your goods while they are in transit or storage. This is because we are an authorised representative (No. 468745) of Cowden (VIC) Pty. Ltd. (AFSL 245658), a Licensed Insurance Broker.

This FSG describes the insurance services that Kent Relocation Group Pty. Ltd. can provide to you. It also covers the charges for those services, your rights as a customer and how any complaints you may have will

be dealt with.

How Kent Can Help with Your Insurance

Kent holds a Customer Goods in Transit and Storage Insurance Policy. On your behalf, we can arrange for this policy to cover you. Alternatively, you can obtain insurance from an insurance company of your own choice.

If you ask us to arrange Customer Goods in Transit and Storage insurance, we will give you a Product Disclosure Statement (PDS) which will describe the main features of the policy. You should read the PDS to decide if the policy suits your needs, objectives and financial situation before you decide whether to obtain it because we cannot advise you about your insurance needs.

Cowden (VIC) Pty Ltd is an insurance broker and is licensed to advise on and deal in General Insurance. If you need advice or your insurance needs are different from the cover available in our policy, we can refer you to Cowden (VIC) Pty Ltd on (03) 9686 6500 who will be able to assist you.

How Kent is Paid

For arranging for you to be insured under our policy, Kent receives the difference between the amount you pay us for your insurance and the cost of the premium we pay for the policy (which is based upon our annual turnover) and the amount we pay under \$5,000 in respect of all claims other than water damage in store where we pay \$30,000. The amount you pay us is based on the value of the goods we are removing or storing on your behalf.

Kent employees are paid a salary and may also receive a commission of 0-5% of the amount you pay for arranging the policy to cover you. In addition, Cowden (VIC) Pty Ltd received a commission of 0-20% for arranging our policy. They do not receive any amount when we arrange for the policy to cover you.

Complaints and Disputes about our Services Kent is a member of the Australian Furniture Removers Association (AFRA). AFRA handles all complaints or disputes about our services. Contact the Executive Director of AFRA.

AFRA may be contacted at:
Unit 6/7 Packard Avenue,
Baulkham Hills, NSW 2153
Phone: 1800 671 806

Complaints and Disputes about the Policy

If you have a concern, complaint or dispute about the policy which involves a claim, contact the Manager at Cowden (VIC) Pty Ltd on (03) 9686 6500. They will try to resolve your problem immediately. If they are unable to do so, you can request that your problem be considered by their internal dispute resolution process.

If you are not happy with their decision, you may take your complaint to the Financial Ombudsman Service Limited (FOS), an external dispute resolution. FOS can be contacted on 1300 780 808.

Professional Indemnity Insurance

Cowden (VIC) Pty Ltd has professional indemnity insurance in place which covers them, their employees and Kent Relocation Group Pty Ltd for any errors or mistakes relating to our insurance services. This insurance meets the requirements of the Corporations Act and meets claims relating to us, our employees or Cowden's employees even after they

cease to act for Cowden (VIC) Pty Ltd, provided that the insurer is notified of the claim when it arises and this is done within the relevant policy period.

Privacy Statement

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators).

Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information. If you do not provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website; www.cowden.com.au under heading - Resources - sub section Forms.

Cowden (VIC) Pty Ltd holds Australian Financial Services License number 245658 and can be contacted on (03) 9686 6500.

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Distribution of this FSG has been authorised by

Cowden (VIC) Pty Ltd

Customer Goods in Transit and Storage Product Disclosure Statement (PDS)

Part 1 – About Your Insurance

This Product Disclosure Statement (PDS) provides information about the main features of the Customer Goods in Transit and Storage Insurance

Why you need Insurance?

Regardless of any contractual rights you may have against Kent, there are many circumstances where they will not be liable to make good any loss or damage to your goods, for example where the goods are damaged as a result of an accident that is not the Company's fault.

Customer Goods in Transit and Storage insurance can assist to fill this gap.

Who is the Insurer?

The first \$5,000 of any claim is paid by Kent other than water damage in store where they pay the first \$30,000.

Above these amounts the transit and storage cover is insured by Zurich Australian Insurance Limited (ABN 13 000 296 640 AFSL 232507) 505 Little Collins Street, Melbourne, VIC 3000

Significant Features and Benefits of the Policy You may select from a number of alternative types of cover available under the policy for loss or damage to your goods.

Type of Risks – Full Cover insures you for most risks of loss or damage to your goods. Refer to the policy

wording Risks Covered – Full Cover and Other Excluded Risks

Basis of Settlement

Kent Ultimate Cover – In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, full replacement cost limited to the declared value nominated by you on your insurance declaration. The insurer will only pay market value for the following items: computers and computer accessories; clothing; motor vehicles, motor bikes, caravans, boats and trailers.

Kent Premium Cover – In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, full replacement cost limited to the declared value nominated by you on your insurance declaration. The insurer will only pay market value for the following items: computers and computer accessories; clothing; motor vehicles, motor bikes, caravans, boats and trailers.

Policy Excess

The amount that you receive for a claim will be reduced by the amount specified on the removal contract or insurance certificate. This is known as an Excess.

Kent Insurance Options

Kent can arrange Customer Goods in Transit and Storage insurance with the following policy options:

Kent Ultimate Cover – Full Cover risks for Replacement Cost plus the added benefits of:

1. Pairs and Sets;
2. Mechanical and Electrical Derangement other than for motor vehicles, motor bikes, caravans and boats;
3. Atmospheric or Climatic Conditions (including Mould and Mildew);
4. 30 day storage cover extension for any unplanned storage.

Kent Premium Cover – Full Cover risks for Replacement Cost excluding benefits:

1. Pairs and Sets;
2. Mechanical and Electrical Derangement;
3. Atmospheric or Climatic Conditions (including Mould and Mildew);
4. 30 day storage cover extension for any unplanned storage.

Limits and Exclusions from Cover

The table below summarises the limits on the covers provided.

Goods	Limitations/exclusions
Specified Items Method – 'Option B'	Limited to the declared value nominated by you on your insurance declaration. Items not declared are not covered by the policy.
Computers & computer accessories, clothing, motor vehicles, motor bikes, caravans, boats & trailers	Market Value Cover only- Applicable to both Kent Ultimate and Kent Premium Covers.
Office and factory goods	The lesser of Market Value and Declared Value (the amount you nominate on the insurance declaration), plus insurance, packing and freight

	if specified.
Pairs and sets	Only the lost or damaged parts payable. (Does not apply under Kent Ultimate Cover)
Antique(s) – Works of Art	Reasonable cost of repair. Loss of value not covered.
Owner packed cartons	Maximum of \$500 for non-delivery of a carton unless an itemised and valued list of contents is provided before transit commences. Damage or loss to contents excluded unless evidence of external damage to carton.
Motor vehicles being driven under their own power	Not covered unless being loaded or unloaded by your authorised representative of Kent.
Electrical, Mechanical or Electronic Breakdown or Derangement Extension	Not covered for motor vehicles, motor bikes, caravans and boats.
Valuables worth more than \$2,000	Limited to a maximum of \$2,000 unless specifically listed and valued in your Insurance Declaration.
Flood - Storage	Not covered by the policy if caused by water from or action by the Sea, Tidal wave, Storm surge or High water.
Terrorism	Transit Cover only.
Other excluded risks	Refer policy wording – Other Excluded Risks.

These are the major exclusions and limitations in the policy; however, there may be others. You can check the policy wording in Part 2 of the PDS for full details.

How Do I Select the Amount to be Insured?

It is important that you insure your goods for their full value. This means that you should tell us about:

- **For Replacement Cost Cover** – The Cost to you to purchase new replacement items of the same type and quality (with no allowance for depreciation).
- **For Market Value Cover** – Replacement cost less a reasonable allowance for age, condition, wear and tear, and depreciation.

If the declared value of the goods is less than 80% of their actual value at the time of the loss or damage, the amount of the claim will be reduced in the same proportion as the declared value bears to 80% of the actual value.

Automatic Indexation – Goods in Storage To protect your valuable household goods and personal effects from the eroding effects of inflation whilst in our or our nominated agent's warehouse, we have included under our policy an Automatic Indexation Clause, which will annually automatically adjust your declared insured value in line with all groups Consumer Price Index (CPI) published by the Australian Bureau of Statistics as at 30th June. This means where your goods are insured for \$50,000 and the Consumer Price Index has increased by three (3) percent, we will increase your declared value to \$51,500. Your declared value will be adjusted as at 1st July each year following the

announcement of the annual CPI rate and your storage statement or invoice will be updated to show the CPI rate, adjusted declared value and premium payable. Should this Automatic Indexation Clause be insufficient for your needs, you can contact our office.

Cost of the Policy

The amount you pay for the insurance depends on the value of the goods being removed or stored. Other factors which determine the premium include:

- The type of insurance selected by you, transit or transit and storage.
- The distance the goods are transported or the period for which the goods are stored; and
- The insurance cover selected (Kent Ultimate Cover or Kent Premium Cover).
- The policy excess selected by you.

The amount you pay includes any stamp duty and GST.

Our quotation for your transit insurance is firm. We will give you one month's notice of any change in the storage insurance rate.

How I Pay for the Insurance

The premium will be shown on the quotation for your Contract for Removal and Storage which Kent will provide to you before your goods are removed. When you accept the quotation, Kent will invoice you.

You pay for transit insurance when you pay your removal charges. Kent will invoice you for storage insurance at the same time as the storage charges.

Conditions

Some conditions apply to your policy. Full details are set out in the Policy Wording in Part 2 of this PDS. The significant conditions are summarized below:

- **Duty of Disclosure** - When you apply for insurance we rely upon the information you provide to decide whether to insure you, and anyone else to be covered, and on what terms. You must answer the specific questions we ask relevant to our decision to insure you. When answering our questions you must be honest. If you do not answer all questions honestly we may reduce or refuse a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never having existed.
You do not have to tell us about any matter that diminishes the risk that is common knowledge, that we should know or should know in the ordinary course of our business or which we indicate we do not want to know.
- **Cooling off** – You may return the Insurance Contract up to 20 days after the date of the invoice for the removal, storage and insurance (the cooling off period). However, you may not return the Insurance Contract after the commencement of the work.
To return the Contract, notify Kent within the cooling off period. Any premium paid will be returned. The notification can be made by telephone or posted to the address detailed on the removal contract or invoice.

Who Should I Contact about My Policy? Your first point of contact about the policy should be Kent. If they cannot answer your enquiry, you can contact our broker for whom we are an authorised representative. Cowden (VIC) Pty Ltd can be

contacted on Telephone (03) 9686 6500, email insurance.vic@cowden.com.au, facsimile

(03) 9686 3900 or letter PO Box 33044, Melbourne, VIC 3004.

What do I do if I need to make a Claim?

The Policy Wording in Part 2 of this PDS has detailed instructions about how to make a claim.

Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that Zurich Australian Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at www.apra.gov.au and the APRA hotline on 1300 13 10 60.

Complaints and Disputes about the Policy

If you have a concern, complaint or dispute about the policy which involves a claim, contact the Manager at Cowden (VIC) Pty Ltd on (03) 9686 6500. They will try to resolve your problem immediately. If they are unable to do so, you can request that your problem be considered by their internal dispute resolution process.

If you are not happy with their decision, you may take your complaint to the Financial Ombudsman Service Limited (FOS) an external dispute resolution body. FOS can be contacted on 1300 780 808.

This PDS was prepared on 4/10/23

Part 2 – Customers' Goods in Transit and Storage Insurance Policy Wording

This insurance will be arranged on your behalf by Kent Relocation Group Pty Ltd as an authorised representative of insurance brokers, Cowden (VIC) Pty Ltd (AFSL 245658)

DEFINITIONS

In this policy the following words have the meaning set out below:

Removal Company – The Trustee for the Dace Trust - Kent Relocation Group Pty Ltd ("Kent").

Customer - Persons or entities who contract with Kent to remove and/or store their goods.

Customers' Goods - Physical property which a customer has asked Kent to move and/or store including household goods and personal effects of every description including antiques, works of art, vehicles, caravans, boats, and trailers; and office and factory contents of every description including computers and all ancillary equipment, plant and machinery.

Transit - 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 Kent for the purpose of transit and ceases when the goods are last moved by Kent after delivery to their final destination or such other place as the receiver may instruct. Transit includes packing/ unpacking of goods by Kent at uplift or delivery and any storage which is incidental to the transit.

Storage - Any storage of customers' goods at the customer's request in an authorised warehouse or compound by Kent prior to, during or after transit.

Moves to Other Countries

Insurance arranged by Kent will automatically extend cover on your consignment for 30 days prior to the departure of your vessel/aircraft, for the duration of the voyage/flight and for 60 days after the arrival at Kent's authorised partner's warehouse overseas. If you require storage beyond this automatic period, please contact Kent to arrange for an additional storage period required and policy extension premium.

INSURER

This insurance is provided by the following insurer:

Zurich Australian Insurance Limited (ABN 13 000 296 640 AFSL 232507).

RISKS COVERED

Where the customer has requested Kent to insure the customer's goods, depending on the risks and period of cover and basis of settlement selected by the customer and shown in the certificate of insurance, this policy insures the customer's goods as set out below:

Full Cover insures loss or damage to the insured goods during transit from any external cause including accidental damage during packing, loading and unloading by Kent or its representatives.

Additional Risks Covered

In addition to the risks set out above, this policy insures the customer's goods for loss or damage caused by or as a result of:

- war (sea and air transit risks) and strikes, riots and civil commotions in the terms of Institute of London Underwriters' Clauses current at the time of shipment; and
- General Average and Salvage Charges adjusted or determined according to the removal contract and/or the governing law and practice, which are incurred to avoid or in connection with the avoidance of loss from any cause other than those excluded elsewhere in the policy.

BASIS OF SETTLEMENT

If loss or damage occurs as a result of an insured risk, the insurer will pay, up to the declared value of any item (and subject to the restrictions set out below):

Replacement Cost

Kent Ultimate Cover – In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, full replacement cost limited to the declared value nominated by you on your insurance declaration. The insurer will only pay market value for the following items: computers and computer accessories; clothing; motor vehicles, motor bikes, caravans, boats and trailers.

Kent Premium Cover – In the event of damage, the reasonable cost of repairs or restoration.

For any items totally lost or destroyed, full replacement cost limited to the declared value nominated by you on your insurance declaration. The insurer will only pay market value for the following items: computers and computer accessories; clothing; motor vehicles, motor bikes, caravans, boats and trailers.

Market Value

In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, their replacement cost less a reasonable allowance for age, condition, wear and tear and depreciation.

Office or Factory Goods, including Plant and Machinery

For office and factory goods, including plant and machinery, the insurer will only pay: the lesser of the market value and the declared value of the goods at the time of loss; and agreed charges for insurance, packing and freight.

Pairs and Sets

Where one or more articles in a pair or set (including lounge suites) are lost or damaged, the policy only covers the lost or damaged part or parts. The insurer will not pay more than a proportionate part of the insured value of the pair or set without reference to any special value which they may have as a pair or set or depreciation or loss of value. (Does not apply when you select Kent Ultimate Cover)

Antique(s) – Works of Art

For antique(s) and works of art, the insurer will only pay the reasonable costs of repair/restoration and will not pay any depreciation or loss of value caused by the loss or damage.

Co-insurance

If the declared value of the goods is less than 80% of their actual value at the time of the loss or damage, the amount of the claim will be adjusted in the same proportion as the declared value bears to 80% of the actual value.

Specified Items Method - 'Option B'

This policy will only cover the items nominated by you on your insurance declaration. Items not declared are not covered.

Automatic Indexation – Goods in Storage

To protect your valuable household goods and personal effects from the eroding effects of inflation whilst in our or our nominated agent' warehouse, we have included under our policy an Automatic Indexation Clause, which will annually automatically adjust your declared insured value in line with all groups Consumer Price Index (CPI) published by the Australian Bureau of Statistics as at 30th June. This means where your goods are insured for \$50,000 and the Consumer Price Index has increased by three (3) percent, we will increase your declared value to \$51,500. Your declared value will be adjusted as at 1st July each year following the announcement of the annual CPI rate and your storage statement or invoice will be updated to show the CPI rate, adjusted declared value and premium payable. Should this Automatic Indexation Clause be insufficient for your needs, you can contact our office.

Excess

Kent must pay the first \$5,000 of all claims other than water damage in store where they pay \$30,000 in respect of any one claim under this policy. The customer must contribute the Customer Excess shown in the removal contract or certificate.

EXCLUSIONS FROM AND LIMITATIONS ON COVER

Motor Vehicles

This policy does not cover motor vehicles while they are being driven under their own power unless they are being driven by an authorised representative of Kent for the purpose of loading or unloading.

Valuables

In the event of loss or damage, this policy does not cover any value in excess of \$2,000 for each item or collection of items for any antique, curio, jewellery, plate, precious object, work of art, medal, money, coin, stamp, collection of items, fur, piece of precision equipment or professionally packed carton by Kent unless specifically declared and valued on the list of items to be insured on the insurance declaration or removal contract.

Owner Packed Cartons

Any claim for loss or non-delivery to an Owner Packed Carton is limited to a maximum of \$500 for any one carton unless an itemised and valued list of the contents of the carton(s) is supplied to Kent prior to the commencement of the transit. Claims for loss or damage to contents of Owner Packed Carton(s) are excluded unless there is evidence of external damage to the carton.

Other Excluded Risks

This policy does not cover loss or damage or expense caused by:

- delay, loss of use of property or any other form of consequential loss of any description;
- loss of data of any description from computer hardware or software;
- confiscation or detention by customs or other official or authorities;
- wear and tear, moths, vermin, infestation, corrosion, contamination or deterioration;
- normal atmospheric or climatic conditions; (exclusion does not apply when you select Kent Ultimate Cover),
- inherent vice or nature of the subject matter or vibration;
- mechanical, electrical or electronic breakdown or derangement of goods where there is no external evidence that an insured event has occurred (exclusion does not apply when you select Kent Ultimate Cover other than for motor vehicles, motor bikes, caravans and boats);
- nuclear risks which means the use, existence or escape of nuclear weapons materials or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel;
- flood whilst in store caused by water from or action by the sea, tidal wave, storm surge or high water.

Terrorism Exclusion

This policy excludes any loss, damage, liability or expense arising from terrorism and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism. For the purposes of this clause, terrorism means any act(s) of any person(s) or organisation(s) involving the causing, occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or

organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Notwithstanding any provision to the contrary contained in this policy, it is agreed that this policy covers loss or damage to the subject matter insured caused by any terrorist or any person acting from a political motive, from when the subject matter insured is first moved for the purpose of being conveyed to a destination outside the premises at which loading takes place and ends when the interest insured is last moved in being delivered at the destination, or at any earlier point where the ordinary course of transit is interrupted by the insured.

STORAGE CLAUSE

If any storage is required outside the agreed automatic policy extension, this policy must be extended and an additional premium paid to Kent to ensure the continuation of cover. If there is no storage extension requested, then the insurer's obligations will be discharged when the goods arrive at the place of storage.

CLAIMS PROCEDURES

As soon as possible after the happening of any event which may give rise to a claim under the policy, the customer(s) must:

- Take all reasonable steps to prevent any further loss or damage;
- Note details of any loss or damage on Kent's inventory and/or condition report;
- Contact Kent Relocation Group Ph: (03) 9271 5000 or
- Email: insurance@KentRelocationGroup.com
- Within 7 days of receipt of the goods, lodge a written claim with Kent (using the claim form provided by Kent).

The customer must not authorise the repair or replacement of the lost or damaged goods without the written consent of Kent or the insurer.

Kent or the insurer, at their expense, may appoint a loss assessor to inspect damaged goods.

Kent may settle claims under this policy under instructions from the insurer. If the claim is for more than the amount detailed in the excess, Kent must send to the insurer the inventory and/ or condition report, removal contract and full details of the items lost or damaged.

REASONABLE CARE

The insured must take all reasonable care to prevent or minimise any loss or damage covered under the policy.

SUBROGATION

The insurer or Kent are entitled to exercise any rights the insured may have against anyone else in relation to goods in respect of which the insurer or Kent has paid any amount under the policy. The insured and anyone else entitled to claim under the policy must cooperate fully with the insurer in exercising those rights and must give the insurer or Kent any information or assistance it may require.

SALVAGE IN THE EVENT OF A CONSTRUCTIVE OR TOTAL LOSS

Where the insurer or Kent pay a claim in full for an item under this policy as a constructive or total loss for either its declared or market value, the insurer or Kent is entitled to take possession of the item and retain any salvage value. In the event that this clause is exercised it is agreed that the customer will have automatic first choice to purchase the salvaged item.

SPECIAL CONDITIONS

Premium

The amount payable by the customer for this insurance may be varied provided the customer receives one month's prior notice of any change.

Duty of Disclosure

Before entering into a contract of general insurance with an insurer, the insured has a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that the insured knows, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

The insured has the same duty to disclose those matters to the insurer before any renewal, extension, variation or reinstatement of a contract of general insurance.

The duty however does not require disclosure of matters:

- That diminish the risk to be undertaken by the insurer;
- That are common knowledge;
- That the insurer knows or, in the ordinary course of his business ought to know;

As to which compliance with the duty is waived by the insurer.

Non Disclosure

If the insured fails to comply with the duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Goods and Services Tax

If the insured is 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 policy the insurer will pay the insured for that GST liability. However

Where the insurer make a payment under this policy for the acquisition of goods, services or other supply the insurer will reduce the amount of the payment by the amount of any input tax credit the insured is or will be or would have been entitled under the Goods and Services Tax Act 1999 in relation to that acquisition whether or not the acquisition is actually made.

Where the insurer make a payment under this policy as compensation for the acquisition of goods, services or other supply the insurer will reduce the amount of the payment by the amount of any input tax credit the insured would have been entitled to under the Goods and Services tax Act 1999 had the payment been applied to acquire such goods, services or supply.

Privacy

Zurich Australian Insurance Limited is bound by the Privacy Act 1988 (Cth). Before providing us with any

Personal or Sensitive Information ('Information') you should know that:

We collect, use, process and store Personal Information and, in some cases, Sensitive Information about you in order to comply with our legal obligation, assess your application and, if your application is successful, to administer the products or services provided to you, to enhance customer service and/or product options or manage a claim ('purposes').

If you do not agree to provide us with the information, we may not be able to process your application, administer your policy or assess your claims.

By providing us or your intermediary with your information, you consent to our use of this information which includes us disclosing your information where relevant for the purposes, to your intermediary, affiliates of Zurich Australian Insurance Limited, other insurers and reinsurers, our services providers, our business partners or as required by law within Australia or overseas. Zurich Australian Insurance Limited may obtain information from Government offices, and third parties to assess a claim in the event of loss or damage.

For further information about the Zurich Australian Insurance Limited Privacy Policy, a list of service providers and business partners that we may disclose your information to, a list of countries in which recipients of your information are likely to be located, details of how you can access or correct the information we hold about you or make a complaint or concerns about our privacy policy please refer to the privacy link on our web site – www.zurich.com.au or contact us by telephone on 13 26 87 or email us at privacy.officer@zurich.com.au

Financial claims scheme

You may be entitled to payment under the financial claims scheme in the event that Zurich Australian Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at www.apra.gov.au and the APRA hotline on 1300 13 10 60.

Minimum Premium

The minimum premium for each policy is \$120 exclusive of GST.

This Policy Wording was prepared 4/10/23

The Trustee for the Dace Trust - Kent Relocation Group Pty Ltd

ACN 005 040 200 ABN 54 712 591 719

30 Duerdin Street, Clayton. VIC 3168 Authorised Representative No. 468745

