

Grace Easycover Warranty Terms and Conditions

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 Grace of any of its contractual obligations.

1. Grace Easycover Warranty

1.1 Introduction

These Terms and Conditions are supplementary to the Grace Group General Conditions of Removal and Storage (**Removals 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 Removals Terms.

1.2 No Insurance

Grace and the Customer acknowledge and agree that:

- a. without limiting any requirement under the Removals 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 the Customer's Goods and will be the basis for any calculation or Claim settlement.
- c. **Claim** means a valid claim made by the Customer in accordance with clause 8.1;
- d. **Customer** means the person/s or entities who contract with Grace to remove and/or store their goods under the Removals Terms. Also referred to as **You/Your**;
- e. **Customer's Goods** means the value of the Customer's Goods declared by You in the Lump Sum Valuation Declaration or

Specified Valuation Declaration and shown in the Warranty Confirmation.

- f. **Declared Value** means the value of the Customer's Goods declared by You in the Lump Sum Valuation Declaration or Specified Valuation Declaration and shown in the Warranty Confirmation.
- g. **Depreciation** means the reduction in value of an item over time, calculated at 20% per annum from the date of original purchase;
- h. **Grace** means Grace Worldwide (Australia) Pty Ltd (ACN 070 345 845), the removal company who may sub contract removal jobs to other removal companies. Also referred to as **Our/Us/We**;
- i. **Like for Like Replacement** means a like for like item that is the nearest equivalent of the Customer's Goods, as determined by Grace, taking into account:
 - (i) specifications;
 - (ii) features;
 - (iii) quality, including age and condition; and
 - (iv) availability of item.
- j. **Limit**, in relation to Customer's Goods, means the amount payable for Loss or Damage to Customer's Goods as set out in clause the table at clause 4.3;
- k. **Loss or Damage** means actual physical damage to the Customer's Goods covered under Your Warranty;
- l. **Lump Sum Valuation Declaration** means the minimum valuation methodology provided by Grace to assist the Customer in determining the current replacement value of their Customer's Goods;
- m. **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;
- n. **Removals Terms** means the Grace Group General Conditions of Removal and Storage, available [here](#);
- o. **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 old in the case of Easycover Ultimate or 5 years old in the case of Easycover Essential. Where items have been specifically declared and valued, the Declared Value is deemed to be the Replacement Cost;

- p. **Specified Valuation Declaration** means the detailed inventory declaration form provided by Grace to assist the Customer in itemising their belongings to determine the current replacement value of their Customer's Goods;
- q. **Storage** means any storage by Grace of Customer's Goods at Your request in a warehouse or compound by Grace prior to, during or after Transit;
- r. **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 Grace for the purpose of transit and ceases when the goods are last moved by Grace after delivery to their final destination or such other place as the receiver may instruct. Transit includes packing/ unpacking of goods by Grace at uplift or delivery and any Storage which is incidental to the transit excluding disassembly/ assembly, installation and testing of the Customer's Goods;
- s. **Valuables** means any antique, curio, jewellery, plate, precious object, musical instrument, work of art, medal, collection of items, fur or piece of precision equipment;
- t. **Warranty** means the Grace Easycover Warranty service provided by Grace in accordance with the terms of these Terms and Conditions;
- u. **Warranty Confirmation** means the written confirmation of the particulars of the Warranty provided by Grace;
- v. **Warranty Declaration** means a Lump Sum Valuation Declaration or Specified Valuation Declaration by the Customer of the items constituting the Customer's Goods and the value of those Customer's Goods; and
- w. **Warranty Term** means the period commencing on the day the Customer purchases the Warranty and continues through to the date specified in the Warranty Confirmation.

All words and phrases used in these Terms and Conditions shall have the same meaning, if any, given to them in the Removals 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 the Customer's 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 Grace Easycover Ultimate or Grace Easycover Essential, 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 Easycover Ultimate

- a. If, during the Warranty Term, You submit a Claim, Grace will, at its discretion, either:
 - (i) Fund the repair of the defect to the Customer's Goods the subject of the Claim;
 - (ii) provide a Like for Like Replacement of the Customer's Goods the subject of the Claim; or
 - (iii) make a payment to the Customer in the amount of the Replacement Cost of the Customer's Goods the subject of the Claim, calculated on the basis of:
 - (A) the declared valuation, if the replacement cost is declared under a Lump Sum Valuation Declaration; or
 - (B) the sum stated, if the replacement cost is declared under a Specified Valuation Declaration.
- 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 Grace provides a Like for Like Replacement of the Customer's Goods, the original item becomes the property of Grace and the Like for Like Replacement is the property of the Customer.

4.2 Easycover Essential

- a. If, during the Warranty Term, You submit a Claim, Grace will, at its discretion, either:
 - (i) Fund the repair of the defect to the Customer's Goods; or
 - (ii) provide a Like for Like Replacement of the Customer's Goods the subject of the Claim; or
 - (iii) make a payment to the Customer in the amount of the Replacement Cost of the

Customer's Goods the subject of the Claim, calculated on the basis of:

- (A) the declared valuation, if the Replacement Cost is declared under a Lump Sum Valuation Declaration; or
- (B) the sum stated, if the Replacement Cost is declared under a Specified Valuation Declaration.

- 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 Grace provides a Like for Like Replacement of the Customer's Goods, the original item becomes the property of Grace and the Like for Like Replacement is the property of the Customer.

4.3 Grace Easycover Ultimate Warranty, Easycover Essential Warranty and the Australian Consumer Law (ACL)

Table A details the level of coverage provided by Easycover Ultimate Warranty, Easycover Essential Warranty and the ACL:

Table A: Table of Coverage and Benefits

Cover	Easycover Ultimate	Easycover Essential	Australian Consumer Law
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 from Grace if the Services do not meet any of the consumer guarantees under the ACL. Under the ACL, Services must be: <ol style="list-style-type: none"> 1. provided with due care and skill; 2. fit for a particular purpose; and 3. provided within a reasonable time.
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 (at the discretion of Grace) 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 \$10,000 per item for Valuable Items unless specifically declared (refer to cl 4).	Under the ACL, the remedy You are entitled to depends on whether the failure to comply with the guarantee is major or minor. We refer to cl 6.1 as set out in these Terms & Conditions Refer also to ACL: Part 5-4, Division 1, Subdivision B.
Cost of coverage	Available for additional cost, calculated against the consignment valuation.	Available for additional cost, calculated against the consignment valuation.	Not applicable
Claim period	60 days from the date of delivery of the Customer's Goods or, in the case of Loss, 60 days from the date upon which the Customer's Goods would ordinarily have been delivered.	60 days from the date of delivery of the Customer's Goods or, in the case of Loss, 60 days from the date upon which the Customer's Goods would ordinarily have been delivered.	Reasonable period from the date of commencement of the service until the failure becomes apparent.
Who to contact to make a Claim	Grace (refer to cl 8.1).	Grace (refer to cl 8.1).	Grace.

Valuation	Replacement Value if under 10 years old if declared under a Lump Sum Valuation Declaration or declared value if declared under a Specified Valuation Declaration. Market value will apply to items more than 10 years old.	Replacement value if under 5 years old if declared under a Lump Sum Valuation Declaration or declared value if declared under a Specified Valuation Declaration. Market value will apply to items more than 5 years old.	Depreciated value, only if Grace is negligent.
Pairs & sets protection	Pair and set protection in the event an item in a pair or set is lost or damaged.	Not covered	Not covered
Mould and mildew	Covered against any causation.	Only if Grace is negligent.	Only if Grace is negligent.
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.	Not covered.	Not covered.
Clothing	Replacement Value if under 10 years old.	Replacement Value if under 5 years old.	Depreciated value, only if Grace is negligent.
Jewellery	Replacement value subject to itemised declaration for each item in excess of \$1,000.	Replacement value subject to itemised declaration for each item in excess of \$1,000.	Depreciated value, only if Grace is negligent.
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.	Depreciated value, only if Grace is negligent.
Owner packed cartons	Maximum of \$1,000 for loss or non-delivery of a carton unless an itemised list of contents and values is provided before transit commences.	Maximum of \$500 for loss or non-delivery of a carton unless an itemised list of contents and values is provided before transit commences.	Limited to a maximum of \$500 for loss of a carton unless an itemised list of contents and values is provided before transit commences and only if Grace is negligent.
Theft & burglary	Replacement Value if under 10 years old.	Replacement Value if under 5 years old.	Depreciated value, only if Grace is negligent.
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.
Temporary accommodation expenses	The reimbursed cost of temporary accommodation through delay in delivery for any reason capped at \$300 per day for up to 14 days.	The reasonable cost of temporary accommodation, only if Grace is negligent.	The reasonable cost of temporary accommodation, only if Grace is negligent.
Late key waiver	No charge for unanticipated waiting time associated with property access.	Not included. Additional charges would apply.	Not included. Additional charges would apply.
Removal cancellation fee waiver	No charge if for any reason you have to cancel your move with late notice.	Not included. Additional charges would apply.	Not included. Additional charges would apply.
Free storage at a Grace storage facility	Up to 4 weeks free storage of household goods and effects in Australia only.	Up to 2 weeks free storage of household goods and effects in Australia only.	Not included. Additional charges would apply

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 the Customer's Goods have been delivered at destination;
- d. while the Customer's 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 the Customer's 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. Grace is not liable for any loss of profit, revenue or business, indirect, consequential, special or incidental loss or damage suffered or incurred by the Customer 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. The maximum liability of Grace 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 the Customer's Goods, the Replacement Cost for the Customer's Goods the subject of the Claim is calculated based on the reasonable cost of repairs or restoration; and
 - (ii) in the event that the Customer's Goods are totally lost or destroyed (as determined by Grace in its sole discretion), the Replacement Cost will be calculated based on the full Replacement Cost for the Customer's Goods the subject of the Claim.

Grace will only be liable to pay the Customer Market Value for Loss or Damage to the Customer's Goods that are:

- (i) more than 10 years old, in the case of Easycover Ultimate;
- (ii) more than 5 years old, in the case of Easycover Essential;
- (iii) motor vehicles, motorcycles, boats and trailers.

6.4 Market Value

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

7. Other Limits on Cover

7.1 Liability Excluded from Cover

Grace is 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 the Customer's Goods;
- b. faulty manufacture or inherent defects of the Customer's Goods;
- c. wars or strikes, actions of government or customs authorities (including rejection or refusal of importation permission), nuclear or radioactive contamination;
- d. mould in the case of Easycover Essential;
- e. unsuitability of packing of the Customer's Goods other than by or on behalf of Grace;
- f. mechanical or electrical breakdown or malfunction where no external evidence of damage can be shown in the case of Easycover Essential;
- g. loss of data;
- h. Customer's Goods that are destroyed by foreign government or customs authorities due to noncompliance with foreign laws/regulations or delay in pick up;
- i. 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.

7.2 Owner Packed Cartons Limit

The amount payable for a carton packed by the Customer will be limited to the amount set out in the table at clause 4.3.

7.3 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. Grace 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.

7.4 Professionally Packed Cartons Limit

The amount payable for a carton professionally packed by Grace will be limited to \$5,000, unless items within it have been specifically declared and valued on the list of items to be covered in the Warranty Declaration.

7.5 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 in the case of Easycover Ultimate or \$10,000 in the case of Easycover Essential if using a Lump Sum Declaration.

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: customerservice@grace.com.au
 - (iii) 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 Grace inventory and/or condition report, and provide same to Grace;
 - (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 Customer's 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 60 days of the date of delivery of the Customer's Goods, or in the case of Loss, within 60 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 the Customer may claim under the Warranty.

8.4 Salvage in the event of total loss and destruction

Where Grace pays a Claim for the total loss or destruction of Customer's Goods, whether that is based on Replacement Cost or Market Value, Grace 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 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, Grace 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, Grace will pay You for that GST liability. However, where Grace makes a payment under this Cover for the acquisition of goods, services or other supply, Grace 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 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 Grace makes a payment under this Warranty as compensation for the acquisition of goods, services or other supply, Grace 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. Grace 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

Grace will not be liable to the Customer for non-performance or delays caused by an external event beyond Grace' 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.

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

- a. The law which governs this agreement will be the law applicable in the place in which the agreement is made.
- b. The parties submit to the non-exclusive jurisdiction of the courts in the place in which the agreement is made and any courts competent to hear appeals from those courts and waive any right to object to any proceeding being brought in those courts.

10.9 Privacy

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

