

# Selfy Self Pack Containers Terms and Conditions

Muval Logistics Pty Ltd (ABN 45 638 157 749) trading as Selfy Self Pack Containers and its related entities (**Selfy, we, our** or **us**) provide the Platform and Services via the Site. These Customer Terms and Conditions (**Terms**) govern the terms on which we provide the Platform and Services set out below to Customers (**Customer, you** or **your**).

These Terms must be read together with our:

- Website Terms of Use (available at: <https://www.muval.com.au/terms-of-use>)
- Privacy Policy (available at: <https://www.muval.com.au/privacy-policy>)
- Cookie Policy (available at: <https://www.muval.com.au/cookie-policy>)

**IT IS A CONDITION OF USE OF OUR PLATFORM AND SERVICES THAT YOU READ, UNDERSTAND AND AGREE TO EACH OF THE ABOVE.**

All capitalised words in these Terms have the meaning set out in clause 10 below.

## 1 These Terms

- (a) These Terms, along with our Website Terms of Use and Policies (as applicable) together constitute a binding legal agreement between Selfy (as provider of the Site and Services) and you (as a Customer) (**Agreement**).
- (b) If you enter into this Agreement on behalf of another person or entity, then references in this Agreement to you will include you and that person or entity.
- (c) We may vary these Terms at any time and at our absolute discretion by publishing the varied Terms on our Site, at which time they will become effective:
  - (i) for Users who communicate their acceptance of the amended Terms via the Platform, upon acceptance; and
  - (ii) for all other Users, 28 days after the amended Terms are published on the Site.
- (d) If you do not agree to any changes to these Terms of the kind referred to in clause 1(c), then you should immediately cease using the Platform and Services. We recommend you check our Site regularly to ensure you are aware of our current Terms.

## 2 Services

### 2.1 Scope of Services

- (a) Our Services comprise:
  - (i) the Move;
  - (ii) the Platform;
  - (iii) any other products, services, features, contests or promotions offered by us from time to time (**Ancillary Products and Services**).
- (b) Selfy is entitled to subcontract the whole or any part of the Services. If we do so, we will continue to be responsible to you for the performance of the Services.

## 2.2 Booking a Move

- (a) To request a self-pack container move (**Move**) you must contact our customer service team and provide the Move Details. Once the Move Details have been finalised, we will provide you with details of the Move Fee for your Move.
- (b) To confirm a booking you must register your confirmation with our customer service team or via our Platform and pay the Move Fee in accordance with clause 3.
- (c) You must ensure that all information submitted to Selfy is accurate and kept up to date, and is not:
  - (i) false, misleading, or fraudulent; or
  - (ii) in breach of any applicable law.

## 2.3 Container Drop Off

- (a) Selfy will use all reasonable endeavours to deliver the Container to you on the Container Drop Off Date however we are unable to guarantee a delivery date or exact time for delivery as there are many factors outside of our control which may affect delivery. In the event that we will be unable to deliver the Container on the Container Drop Off Date we will provide you with notice as soon as reasonably practicable.
- (b) The Customer must ensure that there is a suitable location for the placement of the Container and sufficient space for the Container delivery that meet the requirements set out in the Container Requirements Document.
- (c) You must ensure that you or a person authorised to act on your behalf is present when the Container is delivered.
- (d) Where the Container is not able to be delivered as a result of the Customer's failure to meet the Container Requirements or other breach of the Agreement, the booking will be cancelled and the Customer will forfeit the Move Fee. If a revised delivery date is able to be accommodated by Selfy (in its discretion) then the Customer will be responsible for any additional costs and charges and these must be paid by the Customer prior to the delivery of the Container.
- (e) You will have three (3) days to pack the Container between the Container Drop Off Date and the Move Date. If you require additional time you must advise us when you make your booking and additional charges may apply.
- (f) On the Move Date, Selfy will collect the Container in order to transport it to the Customer's new address, unless storage of the Container has been booked as part of the Move. You must ensure that you or a person authorised to act on your behalf is present when the Container is collected. If Selfy is unable to collect the Container on the Move Date due to the Customer's breach of this Agreement then the Customer will be responsible for the additional costs and charges incurred to rearrange the collection of the Container and these must be paid prior to the new Move Date.
- (g) In the event that Selfy will be unable to collect the Container on the Move Date due to matters outside of our control, we will provide you with notice as soon as reasonably practicable.
- (h) Selfy is entitled to carry, or arrange for the carriage of, the Container 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.

- (i) Where we or our subcontractors provide carriage for you, we and our subcontractors are not common carriers and accept no liability as such.

## **2.4 Packing the Container**

- (a) You are responsible for loading your Goods into the Container and you agree to release and indemnify Selfy against any costs, expenses, loss, damages, claims, action or liability to the extent it arises from or in connection with damage to your Goods or death of or injury to any person caused or contributed to by the loading (or unloading) of your Goods.
- (b) You are solely responsible for ensuring there is effective load restraint as you pack your Goods into the Container. You acknowledge that the Container can experience movements including but not limited to tilting, jostling, shunting and vibrating upon collection, delivery and during transit and you agree that Selfy will have no liability for damage caused from these movements.
- (c) You are responsible for securing the Container, including but not limited to providing a suitable padlock.
- (d) When using the Container you agree to:
  - (i) comply with all reasonable handling and operating standards provided to you;
  - (ii) ensure that the Container is not used for any purpose for which it was not designed;
  - (iii) ensure that any person handling or using the Container uses reasonable care, skill and diligence at all times;
  - (iv) not load the Container beyond the load capacity limit specified; and
  - (v) not damage the container
- (e) 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 packed into the Container. 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.

## **2.5 Container Delivery**

- (a) Selfy will contact the Customer to advise the Container Delivery Date once the details for the transit of the Container to the Customer's new address have been finalised, except where the Customer has arranged for Selfy to store the Container for an agreed period of time in which the Container Delivery Date will be at the conclusion of the storage period.
- (b) Selfy will use all reasonable endeavours to deliver the Container to you on the Container Delivery Date however we are unable to guarantee a delivery date or exact time for delivery as there are many factors outside of our control which may affect delivery. In the event that we will be unable to deliver the Container on the Container Delivery Date we will provide you with notice as soon as reasonably practicable.
- (c) The Customer must ensure that there is a suitable location for the placement of the Container and sufficient space for the Container delivery that meet the requirements set out in the Container Requirements.
- (d) Selfy will not be bound to deliver the Container except to you or a person authorised in writing by you to receive the Container. If we cannot deliver the Container either because there is no

authorised person there to receive them on our arrival, or because we cannot gain access to the premises, or the Container Requirements have not been met 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 which must be paid prior to delivery.

- (e) Where Selfy is arranging for storage of the Container, this will be done at an appropriate location determined by Selfy. While the Container is in storage the Customer cannot access its contents unless agreed with Selfy in advance and subject to the payment of any reasonable fees and costs incurred by Selfy to arrange this access.

## **2.6 Container Collection**

- (a) You are responsible for unloading your Goods from the Container and you agree to release and indemnify Selfy against any costs, expenses, loss, damages, claims, action or liability to the extent it arises from or in connection with damage to your Goods or death of or injury to any person caused or contributed to by the unloading of your Goods.
- (b) You will have three (3) days to unload the Container between the Container Delivery Date and the Container Collection Date. If you require additional time you must advise us when you make your booking and additional charges may apply.
- (c) You must ensure that the Container has been fully emptied prior to the Container Collection Date.
- (d) You must ensure that you or a person authorised to act on your behalf is present when the Container is collected. If Selfy is unable to collect the Container on the Container Collection Date due to the Customer's breach of this Agreement then the Customer will be responsible for the additional costs and charges incurred to rearrange the collection of the Container.
- (e) The container must be returned in a clean and serviceable condition. Any Container returned in an uncleaned or damaged / non-serviceable condition will incur costs to you, including without limitation costs for a third party to undertake cleaning or maintenance of the Container.
- (f) You must not make any modification or alternations to the Container, part with possession of the Container or allow any other person to use the Container.

## **2.7 Variations**

- (a) If you require any change to your Move, including but not limited to a change to the Container Drop Off Date, Move Date, period of storage, Container Delivery Date or Container Collection Date you must advise Selfy as soon as possible but a minimum of 3 Business Days prior.
- (b) Selfy will advise you of any additional costs and charges that apply as a result of the Variation and you must register your confirmation with our customer service team or via our Platform. The additional costs and charges must be paid by the Customer prior to the Move Date (or where that has already occurred, prior to the next scheduled collection or delivery of the Container).
- (c) Where there are any costs or charges owed to Selfy that remain unpaid as at the Container Collection Date, these may be deducted by Selfy from the Bond. Where the Bond is insufficient to cover all money owed by the Customer to Selfy then the outstanding amount constitutes a debt immediately due and payable from the Customer to Selfy.
- (d) Any delays caused by you will be charged to you. This includes but is not limited to no person being on site to accept delivery, site being blocked or inaccessible or trucks becoming stuck on site due to unsuitable conditions.

## 2.8 Risk and Responsibility for your Goods

- (a) At all times (including while your Goods are in the Container and from the time that the Container is delivered to you for the loading or unloading of your Goods), your Goods are:
  - (i) in your (and not Selfy's) possession and control and you are responsible for them. Selfy is merely providing a Container for you to pack your Goods into that is capable of being secured by you;
  - (ii) within your (and not Selfy's) knowledge. While Selfy has rights under this Agreement to access and inspect the Container or deal with your Goods in certain circumstances, it otherwise never inventories your Goods and has no knowledge of what you are packing;
  - (iii) at your risk.
- (b) As you have possession of and control over your Goods and you are responsible for securing the Container, You acknowledge and agree that Selfy does not have possession of your Goods at any time. You also warrant that you are either the owner of or controller of your Goods, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

## 2.9 Access to the Container

- (a) You hereby consent to Selfy accessing or inspecting the Container and/or your Goods:
  - (i) at any time for emergency purposes; or
  - (ii) if at any time Selfy believes your Goods or any act or omission by you in connection with the Container may cause harm to any person, property or the environment and in this event if it considers it necessary, Selfy may immediately (and without notice to you) take any action considered by Selfy to be necessary to access, inspect or service the Container or inspect your Goods and, if necessary, to avoid potential harm Selfy may remove and dispose of your Goods and the cost to Selfy in so doing will be reimbursed by you on demand by Selfy. Selfy may access the Container by force or otherwise for the purposes of clauses 2.9(a).

## 3 Fee and Payment

### 3.1 Payment of the Move Fee

- (a) The Move Fee is the confirmed fee payable for your Move.
- (b) On the confirmation of the Move, the Customer must pay to Selfy a deposit of 50% of the Move Fee (**Deposit**). The balance of the Move Fee is due on the date that is 5 days prior to the Container Drop Off Date.
- (c) Additional charges and costs may be payable by the Customer in addition to the Move Fee where there are any Variations to your Move or as otherwise set out in the Agreement and these amounts are payable as set out in these Terms.
- (d) Unless otherwise stated, all amounts set out in the Agreement or on the Platform are inclusive of GST.

### 3.2 Bond

- (a) On confirmation of the Move, the Customer must pay a Bond of \$250 to Selfy.
- (b) If you breach any of your obligations under the Agreement or money is otherwise owed to Selfy by you, Selfy shall be entitled to deduct and retain from the Bond any monies owing to Selfy. The application of the Bond in accordance with the terms of this Agreement shall not prevent Selfy

from recovering from you damages for any breach if such damages are in excess of the Bond paid and shall not relieve you from any of your obligations under the Agreement. You must immediately make good any reduction in the Bond as a result of Selfy's actions under this clause.

- (c) Provided you are not in breach of the Agreement and there are no outstanding amounts owed by you to Selfy, the Bond will be refunded to you within 30 days of the Container Collection Date.

#### **4 Cancellations and refunds**

- (a) Other than as specifically set out in these Terms, and subject to your rights under any Non-Excludable Conditions, all fees and charges payable under these Terms are non-cancellable and non-refundable.
- (b) If you have made a confirmed booking and cancel your Move:
- (i) more than 14 days prior to the Container Drop Off Date –the Deposit will be refunded to you in full;
  - (ii) between 5 and 14 days prior to the Container Drop Off Date – the Deposit will be forfeited by the Customer and retained by Selfy;
  - (iii) less than 5 days prior to the Container Drop Off Date or anytime after the Container Drop Off Date – the entire Move Fee will be forfeited by the Customer and retained by Selfy.

#### **4.2 Payment Service Provider Fees**

In order to accept payment, Selfy may engage third party payment service providers. These providers may charge transaction fees, depending on the payment method the Client chooses. Any such fees will be detailed prior to payment.

### **5 Liability, Release and Indemnity**

#### **5.1 Liability**

- (a) The Customer releases Selfy (and its employees, contractors and agents) from and indemnifies Selfy (and its employees, contractors and agents) against, any costs, expenses, loss, damages, claims, action or liability, to the extent it is arising (including whether in contract, tort, under statute or otherwise) from or in connection with:
- (i) loss of or damage to your Goods, except as set out in clause 5.2 and provided that the Customer has complied with the obligations under clause 5.3;
  - (ii) damage to your property that occurs as a result of the delivery, placement or collection of the Container except where caused by the wilful negligence of Selfy or its subcontractors;
  - (iii) damage to any device used by you to secure the Container resulting from Selfy or its subcontractors accessing the Container in accordance with this Agreement;
  - (iv) any theft from the Container either while the Container is in your possession or in storage or transit;
  - (v) Selfy terminating this Agreement in accordance with this Agreement; or
  - (vi) loss of or damage to any property (including Selfy's property) or death of or injury to any person caused or contributed to by:
    - (A) your Goods;
    - (B) the use of the Container by you or any other person authorised by you;

- (C) Selfy or any of its contractors, agents, or employees in exercising any other right or power pursuant to this Agreement.
- (b) Selfy disclaims all liability for indirect, incidental or consequential loss or damage of any kind (including, without limitation, lost profits or lost savings) relating to the Platform or Services.
- (c) To the extent that your actions or omissions in relation to your use of the Container or your failure to comply with this Agreement causes any damage, expense, loss, liability (“**Loss**”) to Selfy or any other party, you agree and acknowledge that you are liable for such Loss and that Selfy may recover such Loss incurred by it from you.
- (d) Selfy will not be liable for any loss or damage nor any delay which results from any cause beyond our control, including, without limitation, act of God, governmental act, war, fire, flood, explosion or civil commotion.
- (e) In all cases where liability cannot be excluded by this agreement as provided herein because of mandatory applicable statute or law, Selfy’s liability is limited to the Move Fee;
- (f) Selfy’s liability to the Customer in relation to a breach of any Non-Excludable Condition (other than a Non-Excludable Condition that by law cannot be limited) is limited, at our option to any one of resupplying, replacing or repairing, or paying the cost of resupplying, replacing or repairing goods in respect of which the breach occurred, or supplying again or paying the cost of supplying again, services in respect of which the breach occurred.

## 5.2 Damage to Goods

- (a) Subject to the Customer’s compliance with clause 5.3, where physical loss or damage occurs to the Goods during the normal course of transit as a result of **any the following events only**:
  - (i) fire, hail, explosion, lightning or flood;
  - (ii) collision of the conveyance carrying your property (in respect of transits by sea, contact of the vessel with any external object or being stranded, grounded, sunk or capsized) with an external object, collision of your property while on a land conveyance with something not on or part of that conveyance;
  - (iii) overturning, jack-knifing or derailment of the land conveyance carrying your property;
  - (iv) grounding, sinking, capsizing of any vessel carrying your property;
  - (v) discharge of your property at a port of distress; or
  - (vi) jettisoning of your property from a vessel,
 then Selfy will provide compensation to the Customer in accordance with clause 5.2(b).
- (b) In the event that one of the events listed in clause 5.2(a) occurs then Selfy will pay to the Customer compensation to the value of either \$1,300 per cubic meter filled in the Container or \$100,000, whichever is the lesser amount, unless the Customer elects to complete an inventory in accordance with clause 5.2(c) below.
- (c) As an alternative to the compensation set out in clause 5.2(b) above, the Customer can elect to complete a valued inventory (using the form provided by Selfy) and provide clear colour photographs for any item that has a replacement value of greater than \$500 (**Inventory**) and submit this Inventory and photographs to Selfy prior to the Move Date. Where the Customer completes an Inventory and one of the events listed in clause 5.2(a) occurs then Selfy will pay to the Customer compensation to the value of either the amount set out in the Inventory or \$100,000, whichever is the lesser amount.

- (d) Regardless of whether the Customer has chosen the compensation option in clause 5.2(b) or 5.2(c), the Customer must provide Selfy with clear colour photographs of the packed Container so that Selfy can determine the total volume of Goods in the Container.

### **5.3 Making a Claim**

- (a) The Customer's right to compensation under clause 5.2(a) will only be maintained provided the following is strictly adhered to:
  - (i) any claim by the Customer for loss or damage must be lodged in writing to Selfy within 14 days of the date the Container Collection Date;
  - (ii) any claim by the Customer for loss/non-delivery of Goods must be notified in writing within 60 days from the date the items the subject of the Move should have been delivered, or the Services should have been completed, whichever date occurs first.

### **5.4 Australian Consumer Law**

- (a) These Terms do not affect the Customer's rights pursuant to Schedule 2 of the Competition & Consumer Act 2010 (Cth) if Customer is a "Consumer" or a "Small Business" – all quoted terms as defined under the ACL. To the extent that any term or a part thereof is rendered inapplicable or void by the ACL or any other legislation, it shall be rendered inapplicable or void only to the extent required to give effect to that legislation but not further.
- (b) If the Customer is a "Consumer" or "Small Business" and these Terms constitute a "Consumer Contract" or "Small Business Contract" as defined under the ACL, the parties agree that:
  - (i) Selfy's rights to exclude, limit and/or otherwise restrict its liability in this clause 5, as is custom in the trade, are reasonable based on a low-cost rate service and that if the Customer does not choose to proceed on this basis, it can seek the services of an alternative service provider for the Move;
  - (ii) the Customer's liability under clause 5.1 above will not apply to the extent that the claim, loss, damage, payment, expense, cost or other liability incurred by Selfy resulted from the negligence, recklessness or wilful act of Selfy, its servants or agents.

## **6 Termination**

- (a) Selfy may in its absolute discretion immediately terminate or suspend your access to the Platform or Service.
- (b) If you fail to comply with any of your obligations under this Agreement after Selfy gives you not less than 7 days' notice requiring you to comply, Selfy may immediately terminate this Agreement by notice to you and may, without further notice, enter or remove the Container, retain any Bond and take possession of and deal with your Goods as abandoned goods under clause 7.
- (c) In the event that any of your activities or your use of the Container, is considered by Selfy to be illegal or environmentally harmful or otherwise harmful to other persons, Selfy may terminate this Agreement without Notice. This will constitute a default under this Agreement.
- (d) On termination of this Agreement, you must immediately:
  - (i) pay to Selfy any amounts which you owe to Selfy;
  - (ii) remove your Goods from the Container; and
  - (iii) clean and remove all rubbish from and make good any damage caused by you or your Goods to the Container. If you fail to do this Selfy may do so at your cost.



- (e) Clauses 5, 6 and 7 and any other terms which by their nature should continue to apply, will survive any termination or expiration of this Agreement.

## 7 Abandoned Goods

- (a) If at any time you fail to:
- (i) pay Selfy any amount due and owing to it by you; or
  - (ii) remove your Goods when required under this Agreement
- and you do not rectify either (i) or (ii) within 7 days after Selfy gives you notice requiring you to remedy that failure, your Goods will be taken to be “Abandoned Goods” for the purposes of this clause 7.
- (b) In the event that your Goods become Abandoned Goods for the purposes of this Agreement, you acknowledge that it is not reasonable for your Goods to remain in the Container and that Selfy will need to deal with them and will collect the Container. Accordingly, you agree:
- (i) that Selfy may, without being obliged to do so arrange
    - (A) the disposal of (which may include the dumping of);
    - (B) alternative storage of; or
    - (C) the sale of any or all of your Abandoned Goods,
 on such terms as Selfy decides are reasonable;
  - (ii) you acknowledge that Selfy will incur costs (both internal and external) in having to deal with the Abandoned Goods and you agree to pay the costs of and indemnify Selfy for all costs, expenses, damages, claims, action or liability whatever arising from or in connection with Selfy exercising its rights under paragraph 7(b)(i);
  - (iii) Selfy shall pay you the amount received by it from the sale of your Abandoned Goods less any amounts you owe Selfy including costs referred to in paragraph 7(b)(ii) as quickly as possible but no later than within 30 days after Selfy receives the amount.
- (c) You grant to Selfy a contractual lien over your Goods to secure payment of any moneys are owing under the Agreement.
- (d) For the purposes of the *Personal Property Securities Act 2009*, Selfy is deemed to be in possession of your Goods from the moment Selfy accesses the Container under this clause.

## 8 General Provisions

### 8.1 Entire Agreement

Each party has relied entirely on its own enquiries in entering into this Agreement and affirm that it contains the whole agreement between them, superseding all prior oral and written communications.

### 8.2 Other Acts

Each party must:

- (a) use its best efforts to promptly do all things reasonably necessary to give full effect to these Terms; and
- (b) obtain and maintain all consents, approvals and authorities necessary for any party to perform its obligations under these Terms.

### **8.3 Severance**

The provisions of these Terms are severable, and if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions shall be binding and enforceable.

### **8.4 Waiver**

Any failure by a party to enforce that party's rights under these Terms and any forbearance delay or indulgence granted by that party to any other party shall not be construed as a waiver of that party's rights under these Terms.

### **8.5 Costs and Duty**

Each party will pay their own costs in relation to these Terms.

### **8.6 Governing Law and Jurisdiction**

This Agreement is governed by the laws of Queensland. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

## **9 Interpretation**

The following rules apply unless the context requires otherwise:

- (a) headings are for ease of reference only and do not affect interpretation
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (e) a reference to a clause or schedule is a reference to a clause of, or a schedule to, this document;
- (f) a reference to an agreement or document is to the agreement or document (or schedule) as amended, varied, supplemented, novated or replaced, from time to time;
- (g) a reference to a party to an agreement or document includes that party's successors, permitted substitutes and permitted assigns (and, where applicable, that party's legal personal representatives);
- (h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (i) a reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing;
- (j) a reference to dates and times are to those dates and times in New South Wales;
- (k) a reference to "dollars", "\$" or an amount of money is to Australian currency;
- (l) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions; and
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it.

## **10 Definitions**

In these Terms:

**Agreement** means the agreement between Selfy and each Customer, comprised of these Terms, our Policies and other terms which may apply in respect of the specific Services which we provide.

**Australian Consumer Law or ACL** means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Brisbane, Australia.

**Container** means the storage container used to move your Goods.

**Container Collection Date** means the date that the empty container will be collected from the Customer's new address after the Customer has unloaded their Goods.

**Container Delivery Date** means the date that the Container will be delivered to the Customer's new address for unloading by the Customer.

**Container Drop Off Date** means the date the empty Container will be delivered to the Customer's address in order for the Customer to load their Goods.

**Customer** means a person seeking a Move.

**Deposit** has the meaning set out in clause 3.1(b).

**Goods** means all furniture and other effects packed by the Customer into the Container.

**Move** means the delivery of the Container and the freight or transport of the Container from one address to another.

**Move Date** means the date that the Container that has been loaded with the Customer's Goods will be collected for transit to the Customer's new address.

**Move Details** means the information required by Selfy to arrange the Move, including Customer contact details, pick-up and delivery addresses, volume and types of goods to be moved, preferred Move Date.

**Move Fee** means the fee for the Move.

**Non-Excludable Condition** means any implied condition, warranty or guarantee in a contract, the exclusion of which would contravene the law or cause any part of the contract to be void.

**Platform** means the web-based platform operated by Selfy.

**Policies** means our Privacy Policy, Cookie Policy and any other policy that we publish from time to time.

**Services** means the services set out in clause 2.1.

**Site** means [www.muval.com.au](http://www.muval.com.au) and any associated subdomains.

**Terms** means these Customer Terms and Conditions.

**Users** means any users of the Platform and/or Services, including both Customers and Movers.

**Variation** has the meaning set out in clause 2.7.