

Terms & Conditions



www.greenwaypackers.net

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Green Way Packers (Packer) and individual(s) contracting for packing services under this contract hereby agree to the following Terms & Conditions.

1. The customer agrees to have all items being packed in a ready to pack condition and to secure convenient parking for the Packer.
2. **The customer agrees to pay for the following, and which may be above and beyond the quote for services being rendered:**
 - a. All additional charges resulting from the services being rendered that were not included in the original estimate are: inconveniences, re-packing, additional manpower and special handling. If there are any additional charges, these will be agreed between Green Way Packers and the Customer prior to the additional services being carried out and charges being made.
 - b. Payment in full is required at the completion of services rendered in the form of credit card payment, a certified cheque or cash
3. **The customer acknowledges that packing is inherently risky and should arrange to have their own insurance for the most adequate protection against any loss and/or damages; home owners or renter insurance whichever is applicable.**
 - a. Packer does not provide a 100% guarantee for packing services rendered. Packer reserves the right not to insure small or minor dents, dings, gouges, grazes, nicks, rips, scrapes, scratches, scuff-marks, as well as pre-existing conditions.
 - b. Any coverage the Packer offers are paid only if damage is caused solely by the Packers gross negligence and only if the item/s cannot first be economically and/or reasonably repaired and the Packer will not guarantee perfect results on repairs. All claims must be made in writing within (10) days of the occurrence to the Packers office in order for the claim to be investigated.
 - c. **Packer shall be excluded from any and all liability again loss or damaged caused or resulting from;** normal wear and tear, weak/loose construction, fabric or hardware, particle, fibre, wafer or press board furniture; delicate, brittle, or fragile items of any kind including but not limited to lamps, pictures, fine art or paintings, statues, vases, glass and marble top or shelves, consumable or expendable items; acts of God including but not limited to rain, wind, floods, tornadoes, hail, snow, ice, sleet and sun damage; defective or inherent vice of the article; e.g. structural integrity, susceptibility to atmospheric conditions. In no event is the Packer liable for special or consequential damages. Packer shall not be liable for physical loss and/or damages resulting from any type of an eviction move or rushed job directed by Customer. Packer is not responsible for any damages if customary care and safety measures cannot be properly employed. Packer is further held harmless from mechanical or electrical derangement of pianos, radios, stereo or electronic components, clocks, refrigerators, televisions, video equipment, computers and their peripheral devices, washers/dryers, or other instruments or appliances unless evidenced by external damage to such equipment and unless caused by other perils not otherwise excluded. Packer shall not be held liable for damages or loss as a result of contents left in furniture, drawers, cabinets, boxes, crates, bundles, cartons or other such containers packed by owner. Packer shall not be held liable for any damaged articles packed by Packer unless discovered in the presence of the Customer. Packer shall not be liable for missing money, jewels, jewellery, gems, precious stones, priceless antiques or artwork, watches, furs, stock certificates, tickets, notes, deeds, diplomas, and any other high worth items or documents that is of a similar nature. Customer shall indemnify Packer against loss or damage caused by inclusion in packing of hazardous, explosive, flammable, or dangerous articles or goods. Packer will not be responsible for the packing and removable of live plants and perishables. Packer will take reasonable precaution to protect Customer's floors or carpets when and if prescribed by Customer to do so; however in any event, Packer shall not be held liable for any types of floor damage caused. Packer is not liable for any loss and/or damages resulting from goods left in storage over a period of time. Packer is not liable for any damages of items loaded onto Customer's vehicle, rental truck, pod or trailer. Packer is not liable for lost or missing hardware (nuts, bolts, screws, nails, pegs, etc.). Packer is not liable if Customer or Customer's friends/family helps out in the move.
 - d. Goods packed intact are assumed in complete working order and condition and will be deemed as such upon arrival at the final destination. Green Way Packers are not responsible for checking the working condition and status of all electrical devices, components and electronic goods before packing and will therefore assume no liability for these items.
4. Packer reserves the right, without refunding any money, to refuse to pack any item/s under which conditions would likely cause damage or injury to furniture, property, premises, movers, Customer, etc. Packer reserves the right to decline services being rendered for any reason, including but not limited to unsafe or unsanitary conditions, hostile environment, or if at any time Customer becomes abusive or threatening towards Packer, etc. There will be no refunds whatsoever, for any reason, including but not limited to items not being moved or have not been moved.
5. If Customer cancels, postpones, or reschedules the contracted and scheduled move less than 48-hours before the packing date indicated on the contract, then Customer forfeits his/her deposit as liquidated damages and not as a penalty. If Customer cancels, postpones, or reschedules the contracted move after the packing has begun, Customer shall pay a cancellation fee in the amount of \$150 per hour for any and all time expended by Packer & allocated Team, plus any applicable Travel Surcharges, or the deposit if applicable; whichever is greater, as liquidated damages and not as a penalty.
6. **The Buyer's Right to Cancel** states the contract may be cancelled from the day the Customer enters into the contract until 10 days after a copy of the contract is received. There does not have to be a reason to cancel. If the Customer does not receive the goods or services within 30 days of the date stated in the contract, the Customer may cancel the contract within one year of the contract date. The Customer loses that right if delivery is accepted after the 30 days. There are other grounds of extended cancellation. For more information the Customer can contact their provincial/territorial consumer affairs office. If the Customer cancels this contract, Green Way Packers has 15 days to refund the money and any trade in, or the cash value of the trade in. The goods must be returned by the Customer. To cancel, the Customer must give notice of cancellation at the address above. The Customer must give notice of cancellation by a method that will allow a Customer to prove that they gave notice, including registered mail, fax or by personal delivery.
7. A travel surcharge is applicable and is charged on the journey TO the property to be packed. Return travel is not charged.

This constitutes the entire agreement between Packer and Customer and any previous concurrent or subsequent or oral representations are null and void. Should any portion of this contract be found invalid under Alberta law, the remainder of this contract shall be construed so as to give the balance full force and effect as an entire contract.