

Peace of Mind Move

Active Transport (Pty) Ltd

t/a Mini Removals (Pty) Ltd Reg. no: 97/19229/07
PO Box 912150, Silverton, 0127 # **Tel:** 012 – 803 7108/9 # **Fax:** 086 540 5992
www.activetransport.co.za # info@activetransport.co.za

STANDARD TERMS AND CONDITIONS FOR DOMESTIC AND OFFICE REMOVALS

Conditions, upon which property is removed, packed and warehoused by ACTIVE TRANSPORT (PTY) LTD Reg. No 1997/019229/07

This contract explains the rights, obligations and responsibilities of the customer and those of Active Transport (Pty) Ltd. When we use the word „you“ or „your“ it means customer, when we use the word „us“ or „ours“ it means Active Transport (Pty) Ltd. These conditions can only be changed or amended by written agreement between you and one of our Directors. Our liability for loss or damage is limited (in this connection please pay special attention to Clause 6) for this reason we have offered removal and storage insurance in our quotation. Insurance is a separate contract between you and the insurers. The insurance conditions are separate from our Conditions Contract.

1. OUR QUOTATION

Our quotations does not include insurance (unless specified), custom duties, and other fees paid to government departments. It is subject to the availability of manpower and equipment on the day/s chosen for work to be undertaken and would be open for acceptance for 21 days. We may change the prices in the quotation before and after acceptance if:

- Our costs change because of any increase in currency exchange rates, taxation, freight charges, and wages or petroleum products outside of our control.
- Extra goods are moved and/or stored to which these conditions will apply.
- We have to collect or deliver above a first floor unless we have agreed to do so in writing.
- We supply extra services at your request.
- There are delays beyond our control.
- The stairs, lifts or doorways are inadequate for easy delivery or the road or approach is unsuitable for our vehicles (trucks), **UNLESS** you told us in writing of these problems before we prepared the quotation.

In all these circumstances you agree to pay the extra charges.

2. METHOD OF TRANSPORT, PACKING AND WAREHOUSING

- We have the right to choose the route and mode of transport, unless agreed by us in writing.
- We have the right to unload and reload your consignment from and into a vehicle and/or shipping container or warehouse.

3. DELAYS IN TRANSIT

If we do not keep to an agreed written time schedule and the delay was within our reasonable control, we will pay your reasonable expenses up to a maximum of R500. If through no fault of ours, we are unable to deliver your goods, we will take them into store. The contract will then be fulfilled and any additional service(s), including storage and delivery will be at your expense.

4. WORK NOT INCLUDED IN THE QUOTATION

Unless agreed in writing we will not:

- Dismantle or assemble furniture (other than normal beds), fitment or fittings or take down curtaining.
- Disconnect or reconnect appliances, fittings or equipment.
- Remove or relay fitted flooring coverings.
- Move or store any items excluded under Clause 5.
- Hoisting over balconies, windows and/or other tackle

If any staff does this kind of work for you we will not be liable for any loss or damage.

5. WHAT IS EXCLUDED

The following items are specifically excluded and if they are moved by us we do not accept any responsibility for loss or damage.

- Jewelry, watches, precious stones, money deeds, securities, stamps, coins or items, or collections of a similar kind.
- Potentially dangerous, damaging or explosive items.
- Goods likely to encourage vermin or other pests or to cause infestations.
- Liquids in partly used form and refrigerated or frozen food or drink.
- Any animals including pets, birds or fish (and their cages or tanks).
- Keys – these must be retained by you.
- Firearms and ammunition.

We are entitled to dispose of (without notice) any goods submitted which are listed under 5b, 5c and 5d.

6. OUR LIABILITY FOR LOSS OR DAMAGE

- Should any of the goods be lost or damaged in our care or should we fail to deliver your goods and should we are liable, our liability will be limited to a maximum payment of R300 per cubic meter of the volume of the item lost or damaged even if it forms part of a pair or set. We may decide to pay for the repair or replacement of the item. We shall not be liable for loss or damage.
- Resulting from fire, burglary or floods while goods are in store.
- Resulting from moths, vermin or similar infestation; cleaning, repairing or restoring (unless we did the work); war, invasion acts of foreign enemies, hostilities (whether war was declared or not), civil war, rebellion, military coup, terrorism, wear and tear, leakage or evaporation, atmospheric or climatic changes.
- Resulting from death, injury, sickness or disease arising from the removal of warehousing of any food, perishable items, food or drink. Frozen goods are only moved at your own risk.
- Being consequential of any except as stated in 3 above.

- f. To items which are brittle or have an inherent defect, the mechanism or components in electronics, electrical, clockwork or motor-driven goods (unless there are outward signs and visible signs of impact damage), sensitive equipment or self-assembled furniture that is dismantled and/or reassembled and any item which is not suitable for transportation.
- g. Resulting from Balcony, window and/or other tackle, it will be used at the contractor's discretion and at the customer's risk and expense, and the customer shall indemnify the Contractors against all claims whatsoever made against the Contractors arising out of the use of such tackle.
- h. To any goods not packed or unpacked by us.
- i. To items left inside cupboards or other furniture.
- j. Food or Plants
- k. Fixtures, fittings, property or goods damaged as a result of difficult access.
- l. Goods received from a third party in an unknown condition.
- m. Damaged to deep freezers in which goods are packed.
- n. Any items referred to in Clause 5.

7. DAMAGE TO PREMISES

- a. You warrant that the premises are suitable for entry with our vehicles and should a claim arise from damage to items such as driveways or overhead cables, you undertake to pay any costs.
- b. Should any damage to the premises occur you must note all damages to premises on the Carrier instruction Form and confirm it in writing within seven days. This time limit is essential. Our liability will be limited to R500 and we may arrange to have the damage repaired ourselves.

8. TIME LIMIT FOR CLAIMS

We will not be liable for any loss or damage to any goods unless any claim for loss or damage to goods is made:

- a. If the goods are collected by you or your agent in writing, at the time of collection.
- b. In writing within seven days of their delivery by us to their final destination.

In both cases, time limits are essential to the contract.

9. YOUR RESPONSIBILITY DURING REMOVALS

It will be your sole responsibility to:

- a. Ensure nothing is taken away in error or left behind.
- b. Obtain at your own expense all documents necessary for the removal to be completed.
- c. Take responsibility for security of your goods at the departure and destination points by being present yourself or by having someone represent you.
- d. Adequately prepare and stabilize appliances and equipment prior to their removal.
- e. Arrange and pay for any necessary parking facilities.

We will not be liable for any loss or damage costs or additional charges that may arise from any of these matters.

10. OWNERSHIP OF THE GOODS

By entering into this contract you warrant that:

- a. The goods to be removed are your own property.
- b. You have authority from the owner of the property to enter into this contract in respect of the goods to be removed or stored.

You will indemnify us in respect of any damages and/or costs against us if these warranties are not true.

11. YOU'RE FORWARDING ADDRESS

If you hand us goods to be stored you must provide a forwarding address and notify us in writing if it changes. All correspondence and notices will be considered to have been received by you seven days after posting it to the last forwarding address recorded by us. You also choose this address as your domicile ET citandi executandi.

12. OUR RIGHT TO HOLD GOODS

We have a legal right to withhold or ultimately dispose of some or all the goods until you have paid all your charges and other payments due under this contract. These include any charges that we have paid out on your behalf. While we hold the goods and wait for payment, you will be liable to pay all storage and other costs incurred by withholding your goods and these terms and conditions will continue to apply.

13. CANCELLATION

If you cancel or postpone your removal we may make a charge to cover our expenses and/or loss.

14. PAYING FOR THE REMOVAL

- a. You must pay our charges in cash or by a bank transfer or bank guaranteed cheque in advance of the removal unless the account is being paid by a government department or by an approved account.
- b. You may not withhold any payment for any reason whatsoever and may not apply set off.
- c. Overdue accounts will incur interest at 2% per month.

15. STORAGE CHARGES

- a. Storage charges are payable in advance.
- b. These charges exclude "All risk" Transit Insurance Extension which is available on request.
- c. All charges including removal charges must be paid before the goods may be taken out of store.
- d. We review our storage charges periodically. You will be given one month's notice of any increases.
- e. The initial removal charge quoted is from your existing residence to either your new residence or our storage facility. The re-delivery of your consignment from our storage facility to your new residence is a secondary removal for which a second removal charge will be levied.

16. IF YOU WISH TO END THE STORAGE CONTRACT

- a. *If you wish to end this contract you should give at least 14 working days written notice. If we can release the goods earlier we will do so, but charges for storage will be payable to the date when the notice would have ended.*
- b. *If you make your own arrangements to collect the goods we will make a charge for taking them out of storage and handing them over.*
- c. *Our account must be paid in full before the goods can be released.*
- d. *If you choose someone else to collect your goods from our warehouse, they must be authorized by you in writing.*
- e. *Our liability will cease upon handing over the goods, as will any insurance cover arranged by us at your request.*

17. IF WE WISH TO END THE STORAGE CONTRACT

If your payments are up to date, we will not end this contract, except by giving at least one month's notice.

18. OUR RIGHT TO SELL THE GOODS

On giving you one month's notice we are entitled to require you to move your goods from our custody and to pay all money due to us. If you fail to pay all outstanding debts due to us, we are entitled to sell or dispose of some or all of the goods by public auction without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest.

19. DEFAULT

- a. *In the event of your signing the contract as an agent of a company or corporate body and in the event of the company or corporate body not paying the contractor's charges, you will be jointly and severally liable for payment in terms of the contract.*
- b. *In the event of any payment not being paid on due date, we will be entitled to levy interest at the common law interest rate, and if court action is instituted we will be entitled to payment of legal costs on an attorney and own client scale inclusive of collection commission. The action is instituted we will be entitled to payment of legal costs on an attorney and own client scale inclusive of collection commission. The parties consent to the jurisdiction of the magistrate's court, but we reserve the right to institute actions in the Supreme Court of South Africa.*

20. CLAIMS AGAINST US BY THIRD PARTIES

You will have to pay or reimburse us for any charges, expenses, damages or penalties claimed against us in respect of the goods by a third party unless you can prove that we were negligent. These include parking charges that we may have to pay to do the work, unless we have agreed otherwise in writing.

21. OUR RIGHT TO SUBCONTRACT THE WORK

- a. *We may sub-contract some or all of the work to any other organization*
- b. *If we sub-contract, this contract will still apply to you and us. You agree to the terms set forth in the Bills of Lading, Consignment Notes issued by other carriers or organizations involved in the removal that we accept as your agent and these conditions form part of this contract. If no such terms and conditions are in existence then our liability will be as set out in Condition no. 6.*

22. INSURANCE

You are strongly advised to insure your goods against all insurable risks during removals, shipping and storage. We may arrange cover with our insurance company on your behalf, only on receipt of a completed insurance proposal from prior to commencing the removal. The insurance cover is not effective until the premium of is paid.