

CONDITIONS UPON WHICH PROPERTY IS REMOVED, PACKED OR WAREHOUSED BY
QUICK MOVERS REMOVALS (PTY) LTD
STANDARD TRADING CONDITIONS
1 Page – 14 Clauses

These conditions form the basis of the contract between the customer and Quick Movers Removals (Pty) Ltd. They explain the rights and responsibilities of both parties in relation to any services provided by Quick Movers Pty Ltd. It is important that You read them carefully. These conditions take into account the provisions of international conventions and protocols governing the transportation of Goods by road, air, sea, or rail.

Whenever the following words or phrases appear in this agreement they will always have these meanings:

We, or Us, or Our: Quick Movers Removals (Pty) Ltd trading as Quick Movers, Our sub-contractors or agents;

You and Your: The customer or the customer's agent or representative Goods; The Goods that are being moved or stored.

Work: Any services We are to provide under this agreement

1. Our quotation is a fixed price but does not include all risk insurance cover, customs duties, cargo dues, parking fees and any other legal or Government fees

We May change the quotation if:

- a) You do not accept within twenty eight days and is subject to availability of resources
- b) We supply extra services at your request
- c) We have to collect or deliver above First floor unless we have agreed to do so in writing
- d) Any item(s) needs to be hoisted up or down from a balcony. (This will only be done at the owner's risk.)
- e) The road or approach is unsuitable for our vehicles and we cannot come within 30 meters of the loading or delivery address.
- f) The stairs, lifts or doorways are inadequate for easy delivery, or the road or approach are unsuitable for our vehicles: UNLESS you have told us in writing of these problems before we prepared the quotation.
- g) Please pay special attention when collections or deliveries are in complexes/estates. Moving is high risky business.
- h) We agree in writing to increase Our limits of liability in Conditions 9 or 10.
- i) In all these circumstances you agree to pay the extra charges.

2. Work not included in the quotation

Unless agreed in writing we will not:

- a) Dismantle or assemble any furniture (flat-pack) or fittings³)
- b) Take down curtains, blinds or satellite dish.
- c) Disconnect or reconnect appliances, fittings or equipment, such as stoves, dishwashers and washing machines.
- d) Remove or lay floor coverings.
- e) Remove or hang any door.
- f) Move or store any items we excluded in terms and conditions
- g) We will not be liable for any loss or damage if any work listed above is done without our written agreement or permission.

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

3. What is excluded from this contract?

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

- a) Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, cell phones or goods or collections of a similar kind.
- b) Potentially dangerous, damaging or explosive items.
- c) Any animals including pets, birds or fish (and their cages or tanks).
- d) Any abnormal item, for example, an item that is too large or too heavy to be moved by a team of removal men (four in number).
- e) Keys these must be retained by you.

4. Ownership of Goods

By entering into this contract you warrant that:

- a) The goods to be removed are your own property or
- b) The person(s) who own or have an interest in them, have given you authority to make this contract, and have been made aware of these conditions.

You will indemnify us in respect for damages and/or costs against us if these declarations are not true.

5. Your Responsibilities during removals

You are solely responsible and agree:

- a) to be present or represented throughout the Work to ensure that nothing that should be removed is left behind and nothing is taken away in error;
- b) To arrange proper protection for goods left in unoccupied or unattended premises or where other people such as tenants or workmen are or will be present. Arranging for security for your items when they are collected and delivered, by being there yourself, or by arranging someone else to be there for you;
- c) To only present goods packed into cartons, cases, crates or packages that can be carried by two people
- d) Properly preparing any appliance or equipment before it is removed
- e) Arranging and paying for any parking we need to do the work
- f) Inspecting or arranging for someone to inspect any items delivered by someone else on your behalf,
- g) Your house keys or other means of access.

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

6. Payment Terms

- a) You must pay our charges in cash, debit or credit card in advance or
- b) 50% to secure your booking of the removal unless the account is being paid by a government department or by an approved corporate account.
- c) **FULL PAYMENT is required 24 hours before the scheduled move.**
- d) Any other additional services or work done: before or at the same time we perform the service or work
- e) We reserve the right to postpone any of the Work until such times as all outstanding monies are paid in full.
- f) Interest will be charged at 2% per month on the outstanding amount overdue.
- g) You may not withhold any payment because of any claim you wish to make against us or set off (deduct) any amount (refer to clause 11)

7. Cancellation or Postponement.

If you postpone or cancel this contract, we may charge according to how much notice is given. Notification must be in writing by recorded delivery or electronic medium that can provide proof of time and date stamp.

- a) 72 hours' notice, you'll get your full deposit back within 24hours.
- b) Less than 72hours' notice, however, will result in your 50% deposit being forfeited.
- c) If simply need to change the date of your move, and provided we have availability on your new chosen date, then even if you give us less than 72 hours working days' notice, there are no financial repercussions (apart from perhaps

falling into Peak Period – just check with our office). If it's still within the same rate bracket, we'll just reschedule your move you

8. Insurance

- a) Your quotation is inclusive of Goods in Transit insurance covers which covers the following: Breakages in the event of Fire, Accidents, overturning or hi-jacking only. (Goods in Transit Insurance do not cover any damages caused by handling or moving)
- b) It is strongly recommended that you insure your goods against all insurable risks during removals, shipping and storage for their full replacement value at destination, since moving is a risky business.
- c) We may arrange cover with our insurance company on your behalf, only on receipt of a completed insurance proposal form prior to commencing the removal. The insurance cover is not effective until the premium is paid
- d) Any insurance arranged by us is a separate contract between you and the insurance company and premiums are paid in advance.
- e) You are free to take out insurance with any insurance company of your choice.

9. Our liability for loss or damage to Goods

We do not know the value of your goods therefore we limit our liability to a fixed limit per item. The amount of risk We accept under this condition is reflected in Our price for the Work. If You wish Us to increase Our limit of liability per item You agree to pay a higher price for the Work. Unless agreed otherwise in writing, if We are negligent or in breach of contract,

- a) Our liability is limited to a maximum of R100 per carton or for each cubic metre of lost or damaged items volume.
- b) We may choose to repair or replace any of the damaged articles. If an article is repaired to a reasonably satisfactory standard no liability will be accepted for depreciation in value
- c) If the value of your goods exceeds the amount specified in clause 9a, we recommend that you adequately insure your goods against all insurable risks from the point of collection by us until final delivery at destination. Upon receipt of your written instructions and subject to you paying the appropriate premium in advance, we will arrange insurance on your behalf;

We are not liable for the loss or damage resulting from any of the following:

- a) war (whether declared or not), invasion, sabotage, civil war, rebellion, military coup or similar situation beyond our reasonable control
- b) fire, burglary or flood while items are in storage,
- c) moth, vermin or similar infestation;
- d) cleaning, repairing or restoring (unless we did the work);
- e) wear and tear, rust, leakage or evaporation;
- f) atmospheric or climatic change;
- g) discolouration, such as any change of colour, fading, stain, and so on
- h) worsening quality or condition of any food, plant or perishable item,
- i) difficult access to or from any room, building or other location, or
- j) indirect (consequential) loss,

We are not liable for loss or damage to any:

- a) fragile or brittle item;
- b) Concrete and ceramic Pot plant are carried at your own risk;
- c) item with an inherent defect (a problem that was already there)
- d) mechanism in any clockwork, electronic or motor driven item
- e) sensitive equipment, or any item that is not suitable for being transported;
- f) furniture that is dismantled or re-assembled,
- g) Fixtures, fittings, property or goods damaged as a result of difficult access.
- h) item/cartons packed by you;
- i) item left inside a cupboard or other furniture;
- j) item left in a deep freezer or fridge;
- k) key left in furniture;
- l) item delivered to or received from an auctioneer, auction room,
- m) communal (shared) storage area, or other similar business or area; or
- n) Item received by or from someone else.

We only move frozen items at your own risk and are not liable for any death, injury, or sickness following the removal or storage of any food, drink or other perishable item.

10. Damage to premises and time limit

- a) If We are negligent or in breach of contract which results in loss or damage to Your premises We will pay You up to R500 to cover the cost of repairs to Your premises
- b) We may arrange to repair any damage ourselves, and you must give us the chance to do this.
- c) If we cause damage as a result of moving goods under your express instruction, against our advice, and to move the goods in the manner instructed will inevitably cause damage, they shall not accept that they were negligent.
- d) To claim refers to clause 11 below for the procedure to follow.

11. Claim Procedure

- a) A detailed inventory of items claimed must be submitted to us within seven (7) calendar days of delivery and noted on the delivery note.
- b) Three written estimates covering the cost of repairs and/or replacement values must accompany the list
- c) Pictures of the damages must be submitted with the claim
- d) Failure to comply with points (a), (b) and (c) above will render your claim null and void.

12. Our right to sub-contract the work.

- a) We reserves the right to sub-contract some or all of the work
- b) If we sub-contract any work, this contract will still apply to you and us.
- c) If no written terms and conditions for a particular sub-contractor is available, our own liability will still be limited.

13. Our right to hold items as security for payment (Lien)

- a) We have a legal right to keep and eventually sell or dispose of any item until you have paid all charges and other payments you owe us under this contract, including any amount we have paid for you
- b) If we keep any item while we wait for payment, you are responsible for storage charges and other costs, and these conditions continue to apply.

14. Dispute

- a) You may not delay any payment or set off (deduct) any amount you owe us if you think you have a claim against us, or if there is a dispute between you and us.
- b) If a dispute arises under this agreement in the Republic of South Africa that cannot be resolved amicably it can be referred by either party to the courts of laws to commence legal proceedings