

**CONDITIONS UPON WHICH PROPERTY IS MOVED, PACKED OR WAREHOUSED BY
AIDAN K. MOVERS SOUTH AFRICA CC, Reg. No. CK1996/019697/23**

This contract explains **Your** rights, obligations and responsibilities and those of **Aidan K. Movers South Africa cc.** When we use the words "**you**", "**your**" and "**yourself**", it means **The Customer** and when we use the words "**we**", "**our**", "**ourselves**" and "**us**", it means **Aidan K. Movers South Africa cc.** These conditions can only be changed or amended by written agreement between you and our Director/Owner. Our liability for loss or damage is limited (in this connection please pay special attention to Clause 10). For this reason, we have offered to arrange removal/transit, marine and/or storage insurance in our quotation. Insurance is a separate contract between you and the Insurers. The insurance conditions are separate from our Conditions of Contract.

- 1. Our quotation does not include insurance (unless specified), customs duties and any other fees payable to Ports or Government Departments. It is subject to the availability of manpower and equipment on the day/s chosen for the work to be undertaken. We will confirm the availability of the date/s requested or state the next business day on which we can confirm availability, within a reasonable time of you accepting our quotation.**

We may change our quotation before or after your acceptance if:

- a. You do not accept it within one month of our quotation date.
- b. You cause any delay which prevents us from providing the service as agreed.
- c. There is an increase or decrease in the official rate of exchange between the currency of South Africa and foreign currencies, taxation, freight charges, foreign-agent charges, wages or petroleum products outside of our control.
- d. Extra goods are moved and/or stored to which these conditions will apply.
- e. We have to collect or deliver above or below the ground floor (street level) unless we have agreed to do so in writing.
- f. We perform or supply extra services at your request.
- g. There are delays caused by circumstances beyond our control.
- h. The stairs, lifts or doorways are too small or narrow for easy collection or delivery, or the road or approach to your/the premises is unsuitable for our vehicles, or our vehicles are by law or any other regulation prohibited from entering a specific area, UNLESS you have told us in writing before we prepared the quotation.
- i. You ask us to do any additional work that was not included in our quotation.
- j. You want us to pack, collect or deliver items on weekends or public holidays.

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

- 2. Work not included in our quotation. Unless agreed in writing, we will not:**

- a. Dismantle or assemble unit furniture (flat pack), except for basic items such as beds that can easily be dismantled and assembled using basic tools.
- b. Take down curtains, curtain rails or blinds.
- c. Disconnect or reconnect appliances, fittings or equipment, such as stoves, washing machines, dishwashers, fridges that are connected to a water supply, TV's, HiFi's and Satellite Dishes, etc.
- d. Remove or lay fitted floor coverings.
- e. Move or store any items excluded under Clause 7 (below).

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

- 3. Method of transport, packing and warehousing:**

- a. We have the right to choose any route for delivery.
- b. We have the right to choose any type of packing and transport, unless we agreed in writing to use something specific in this regard.
- c. We have the right to use available space or capacity on a single vehicle or in shipping containers for more than one customer's goods, unless our written quotation stipulates otherwise.
- d. We have the right to unload and reload your consignment from or into a vehicle and/or shipping container or warehouse.
- e. We have the right to store your consignment in any of our, or our agents' warehouses, worldwide.

- 4. 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 **R500.00**. If through no fault of ours we are unable to deliver your goods, we will arrange for storage of the item/s or complete consignment. The contract will then be fulfilled and any additional service(s), including storage and delivery out of storage, will be at your expense.

5. Your responsibilities during removals and shipping. It will be your sole responsibility to:

- a. Ensure that nothing is taken away/loaded in error or left behind.
- b. Obtain at your own expense, all documents, permits and legal permissions necessary to complete the removal/shipping such as, visas, permits for animal skins and protected plants, vehicles, etc.
- c. Take responsibility for the security of your goods at the departure and destination points, by being present yourself or by having a duly authorised person/representative do so in your absence.
- d. Properly prepare and stabilise any appliances or equipment prior to removal/transport/shipping.
- e. Arrange at your own expense for any parking facilities or permits which may be needed to collect or deliver your goods.
- f. Inspect or arrange for someone to inspect any item/s delivered to us by someone else on your behalf.
- g. Ensure access to collection and delivery points.
- h. Ensure that all keys, visas, passports and other important documents or items, etc. are retained by yourself for safekeeping.

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

6. Ownership of the goods. By entering into this contract, you warrant that:

- a. You personally own everything that you have asked us to move, ship or store, or
- b. You have permission from the owner of the goods/property to enter into a contact with us to remove, ship or store the goods.

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

7. Excluded. 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. Valuable items, such as title deed/s, share certificate/s, jewellery, watches, trinkets, precious stones, money, coins and stamp collections, or any other collections of a similar kind. Cameras, cell phones, i-Pods, PSP's, memory sticks, PC software, accessories or any similar items or spectacles and sunglasses.
- b. Any animals including pets, birds or fish (and their cages or tanks).
- c. Plants or flowers, including pot plants and dried flower arrangements.
- d. Abnormal items such as an item that is too large or too heavy to be moved by a removal team consisting of persons, without special machinery.
- e. Any item that cannot be moved because of any stairway not being strong enough or passage or doorway not wide enough.
- f. Any potentially dangerous, damaging or explosive items.
- g. Flammable substances such as gas bottles, jerry cans filled with fuel, aerosol cans, etc.
- h. Any item that may attract vermin or other pests or cause an infestation.
- i. Any partly used liquid or any perishable items from a fridge or freezer.

We may dispose of (without notice) any goods submitted which are listed under 7.f, g, h & i.

8. Cancellation or Postponement:

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

9. Payment for the removal and/or shipping:

- a. We may charge a reasonable deposit of 50% of our quotation value, for any booking in advance of our services.
- b. You must pay our charges in cash, or by EFT (Electronic Fund Transfer), unless the account is being paid by a Government Department or by an approved Corporate Account in which case an Official Company Order or Letter of Authority is required, prior to the collection of the goods.
- c. We will require a deposit of 50% of our quotation on confirmation of the packing and removal/shipping dates and the balance before or on the day of collection or in the case of loading the container at your premises, payment will be required at the time of booking the container with the shipping line.
- d. Any other services must be paid in full before or at the same time that we perform the service.
- e. Overdue accounts will incur interest at a rate of 2% per month.
- f. You will be liable for any legal costs we incur in the event of us having to instruct our attorneys to recover any amounts you owe us, on the higher attorney and client scale, including commission, tracing fees and any other expenses.

10. Our liability for loss or damage. If we are liable for losing, damaging or failing to deliver your goods, our liability is limited to a maximum of R300.00 per cubic metre 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 will not be liable for loss or damage resulting from any of the following:

- a. War (whether declared or not), civil war, war related activities, invasion, acts of foreign enemies, hostilities, sabotage, rebellion, military coup, civil commotion, riot, strike, lockout, public disorder, rebellion, revolution and terrorism or any similar situations.
- b. Fire, burglary or floods while goods are being transported or 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 changes.
- g. Discoloration, fading, staining, etc.
- h. Worsening quality or condition of any food, plant or perishable item.
- i. Difficult access to or from any room, building or other location.
- j. Any consequential loss of any kind except as stated in Clause 11 (below).
- k. Items which are brittle or have an inherent defect, the mechanism or components in electronic, electrical or clockwork or any motor driven items (unless there are outward and visible signs of impact damage), sensitive equipment, any self-assembled furniture that is dismantled and/or re-assembled regardless of who built it, or any item that is not suitable for transportation.
- l. Any goods not packed or unpacked by us or our agent/s.
- m. Any item/s left inside a cupboard or other furniture, or any item/s left in a deep freeze or fridge.
- n. Any key/s left in furniture.
- o. Any goods received from a third party in an unknown condition.
- p. Death, injury, sickness or disease arising from the removal or warehousing of any frozen food or drink. Frozen foods are only moved at your own risk.
- q. Goods packed into deep freezers/fridges that may cause damage to these appliances, while in transit.
- r. Any item referred to in Clause 7 (above).

11. Damage to premises and time limit:

- 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, gateways, walls or overhead cables, you undertake to pay any costs relating to this.
- b. Should any damage to the premises occur you must note all damages on our Worksheet/Delivery Note at the time of the alleged damage occurring.
- c. In addition, you must confirm your complaint/s in writing to us within 7 days from the date on which the alleged damage occurred. There will be no leniency in respect of this time limit.
- d. In the event of such damage being proven to be due to our negligence, our liability will be limited to **R500.00** or we may arrange to have the damage repaired ourselves.

12. Time limits for claims. We will not be liable for any loss or damage to any goods unless:

- a. Any claim for loss or damage to goods which you or your agent collected from us, is notified to us in writing, at the time of collection.
- b. You notify us in writing of any loss or damage to your goods, within 7 days of the date of delivery by us to their final destination.

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

13. Disputes:

You may not defer payment or set off (deduct) any amount that is due to us, in the event of a claim or dispute.

14. Claims against us by third parties (people other than you and us):

You will have to pay or reimburse us for any charges, expenses, damages or penalties claimed against us (in respect of your goods) by a third party unless you could prove that we were negligent. Claims by third parties may include parking charges during loading or off-loading, etc. or that we may have to pay in order to deliver the agreed service/s.

15. Our right to sub-contract the work:

- a. We may sub-contract some or all of the work to any other organisation.
- b. If we sub-contract, this contract will still apply to you and us. You agree to the terms and conditions set out on any Bill of Lading, Consignment Note or similar document issued by any other carrier or organisations chosen by us involved in the removal/shipping that we accept as your agent and these terms and conditions form part of this contract. You may ask us for a copy of the terms and conditions of any of our sub-contractors involved in our contract with you, and we will make reasonable efforts to send these to you where available. If no written terms and conditions for a particular sub-contractor is available, our own liability will still be limited as set out in Clause 10 (above).

16. The law that applies to this contract:

This contract is entered into at the city or town of origin and is subject to the laws of the country in which this contract was undertaken.

17. List of goods or receipt (General Inventory):

- a. Any list or receipt we provide for goods we have packed, moved, shipped, handled or stored will be final, unless you advise us in writing within 7 days and specify the item/s that are not on the list or receipt.
- b. If you do not notify us within 7 days, you will not be able to make a claim for any item not included on the list or receipt we supplied you with.

18. Your forwarding address:

If you handover goods to us to be stored, you must provide us with a forwarding address in writing and also notify us in writing immediately if it changes. All correspondence and notices will be considered to have been received by you, 10 days after posting it to the last forwarding address recorded by us. Please supply us with an e-mail address where possible.

19. Storage:

- a. Our removal/shipping charges exclude any charges for storage, warehouse handling and delivery into or from our or our agent's storage facility.
- b. We may charge extra for delivery into or from a/our storage facility.

20. Payment of storage charges:

- a. All storage charges must be paid in advance, monthly or quarterly.
- b. We charge for storage by calendar month and our minimum charge is for one calendar month.
- c. All charges, including removal/shipping charges, must be paid before the goods may be taken out of storage.

21. Revision of storage charges:

- a. We review our storage charges from time to time.
- b. In the event of such increase, we will give you one month's written notice.

22. If you wish to end your storage account:

- a. If you wish to end this contract, you should give us at least 30 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 notice would have ended.
- b. If you make your own arrangements to collect the goods, we will charge a fee for taking them out of storage and handing them over to you.
- 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 authorised to do so by you in writing.

23. If we wish to end your storage account

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

24. Handing out charges:

- a. If you choose someone else to collect your goods from our warehouse, the same notice period and payment terms apply as set out in Clause 22 (above).
- b. We are entitled to charge you a fee for handing the goods over to them.
- c. Our liability will end when we have handed over the goods as will any insurance cover arranged by us at your request.

25. Our right to hold goods as security for payment:

- a. We have a legal right to withhold delivery or ultimately dispose of some or all of the goods until we have recovered all monies owing to us in terms of this contract, including any charges that we have paid on your behalf.
- b. If we are forced to withhold delivery of any goods while we wait for payment owed to us in terms of this contract, you will be liable for storage charges and any other costs we incurred for this reason and these conditions will continue to apply until the account is settled in full or until such time that we may decide to dispose of your goods in terms of Clause 26 (below).

26. Our rights to sell the goods:

On giving you 28 days' 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 will be entitled to sell or dispose of some or all of the goods 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.

27. Default:

- a. In the event of you signing this contract as an agent of a company or corporate body and in the event of the company or corporate body not paying us as the contractor for our services, you will be jointly and severally liable for payment in terms of this contract.
- b. In the event of any payment not being made on the due date, we will be entitled to levy interest at 2% per month 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 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.

28. Liability for loss and/or damage:

- a. We limit our liability, for all work/services done or provided by us, including the loading and offloading, packing, road transport, airfreight, sea freight, storing and/or safekeeping of any and all goods, as set out in Clause 10 (above).
- b. We therefore strongly recommend that you insure your consignment against all insurable risks during removals, shipping and storage for their full replacement value at the destination.
- c. We may arrange cover with our insurance company on your behalf but only on receipt of a completed insurance proposal form, detailing the value of each item to be moved, prior to commencing the removal/shipping.
- d. We will not accept any Liability for any loss or damage if we do not have your completed valued inventory (proposal) form nor if you have not paid the insurance premium (insurance fee).
- e. Any Liability accepted by us is subject to the Goods in Transit / Marine policy's terms and conditions as set out by the Insurance Company. These conditions are separate and not the same as these/our conditions of contract. A copy of these conditions is available upon request.
- f. You are also free to insure your consignment with any insurance company of your choice.

Please sign every page of these Conditions of Contract/Carriage and below as an indication that you understand and accept our Trading Conditions Clauses 1 to 28

(RETURN THIS SIGNED DOCUMENT TO AIDAN K MOVERS SOUTH AFRICA cc)

Quotation Ref No: Client's Name:

Client's Signature: Date: