



STANDARD TRADING CONDITIONS

Three (3) pages in total Clause 1 to 25

TRADING CONDITIONS FOR REMOVING, TRANSPORTING, PACKING, WAREHOUSING OR HANDLING PROPERTY BY PROPACK REMOVALS CC REG. NO. CK1996/063946/23

1) Introduction.

- a) 'We', 'us' or 'our' means PROPACK REMOVALS CC.
- b) 'You' or 'your' means the customer.
- c) Where we refer to "day(s)" it always mean consecutive calendar days.
- d) This contract explains your rights, responsibilities and obligations, and ours.
- e) This contract can only be changed by written agreement between you and us.
- f) Our liability for loss or damage is limited. Please pay special attention to clause 10.
- g) Because our liability for these risks is limited, you can arrange insurance cover through our brokers or any other broker or insurance company of choice.
- h) Insurance is a separate contract and those conditions of insurance are separate from these conditions.

2) Our quotation.

- a) Our quotation is a fixed price but does not include insurance, customs duties, cargo dues, parking fees and any other legal or Government fees we must pay in connection with this contract.
- b) We may change the quotation and charge extra if:
 - You do not accept our quotation within 28 days.
 - You caused a delay and the work has not been completed within three months after accepting the quotation.
 - Our costs increase because any tax, diesel fuel, freight or foreign agent's charges go up.
 - Our costs increase because of a change in the exchange rate between the rand and any relevant foreign currency.
 - There is any delay that we have no control over.
 - We pack, remove or store extra items that were not included in our quotation.
 - You ask us to do any extra work that was not included in our quotation.
- c) You also agree to pay the extra charges if; (Unless you told us in writing about any of the following before we prepared the quotation.)
 - We have to collect or deliver above a second storey floor.
 - Any stairway, lift or door is too small or narrow for easy delivery.
 - Any item(s) needs to be hoisted up or down from a balcony. (This will only be done at the owner's risk.)
 - The road or approach is unsuitable for our vehicles and we cannot come within 30 meters of the loading or delivery address. Please pay special attention when collections or deliveries are in complexes/estates.
 - You want us to pack, remove or deliver items on a weekend or public holiday.

3) Work not included in our quotation.

- a) We will not do the following unless we agreed to it in writing:
 - Dismantle or assemble any furniture (flat-pack) or fittings.
 - Take down curtains, blinds or satellite dish.
 - Disconnect or reconnect appliances, fittings or equipment, such as stoves, dishwashers and washing machines.
 - Remove or lay floor coverings.
 - Remove or hang any door.
 - Move or store any items we exclude in terms of Clause 7 below.

We will not be liable for any loss or damage if any work listed above is done without our written agreement or permission.

4) Route, mode of transport, and warehousing.

- a) We may choose any route for delivery.
- b) We may use other space or capacity on our vehicles or in shipping containers for other customers' items, unless our written quotation says that we will not do this.
- c) We may unload and reload your items from or into a vehicle or shipping container.
- d) We may store items in any of our or our agents' warehouses.

5) Your responsibilities before and/or during the relocation.

- a) You are completely responsible for all the following:
 - Making sure that nothing is taken away or left behind by mistake.
 - Obtaining and paying for any document or permission needed for the move to be completed.
 - Arranging for security for your items when they are collected and delivered, by being there yourself, or by arranging someone else to be there on your behalf.
 - **Properly prepare or stabilize any appliance or equipment before it is removed, especially stabilising washing machine drum.**
 - Arranging and paying for any parking facilities we need to do the work.
 - Arranging for the use of an elevator when applicable.
 - Keys, these must be kept by you.
- We are not liable for any loss, damage or extra charges because of anything listed in this clause.**

6) Ownership of the goods.

- a) You warrant (promise) that:
 - You own everything (it is your property) that you have asked us to remove or;
 - you have the permission from the owner of goods to have it removed or stored.

You indemnify us against any damages and/or cost or claim if this warranty is not true.

7) What is excluded from this contract?

- a) This contract specifically excludes any:
 1. Valuable items, such as any item of jewellery, watches, precious stones, money, stamp collection, title deed, share certificate, cell phone or any similar item or collection.
 2. Animal or its cage or tank, including any pet, bird or fish.

3. Any abnormal item, for example, an item that is too large or too heavy to be moved by a team of removal men (three in number).
4. Any potentially dangerous, damaging or explosive item or liquid.
5. Any item that might attract vermin or other pests or cause infestation; and
6. Any partly used liquid or any foods or drinks from the fridge or freezer.

We are not responsible for any loss or damage you may suffer in connection with any of the items excluded in this clause. Furthermore we may throw away, discard or destroy without notice any item(s) listed under 7.a.4, 7.a.5., 7.a.6.

8) Cancellation or postponement.

If you cancel or postpone your removal more than 7 days prior to the removal a 5% fee will be charged of the full quotation price and a 10% fee if less than 7 days.

9) Payment of our charges.

- a) You must pay our charges in cash or by electronic funds transfer (EFT payment) in advance unless the account is being paid by a Government department or by an approved corporate account.
- b) You must pay charges for the following services as follows;
 - Direct removals: before removal starts.
 - Storage: on the first business day of each month.
 - Delivery from storage: before we deliver
 - International moves: before we start packing or removal.
 - Any other additional services/ work done: before or at the same time we perform the service/ work.
- c) Interest will be charged at 2% per month on the outstanding amount overdue.
- d) You may not withhold any payment because of any claim you wish to make against us.
- e) If we have to instruct our attorneys to recover any amount you owe us, you will have to pay all our legal costs (on the higher attorney and client scale), including commission, tracing fees and any other expenses.

10) Our liability for loss or damage.

- a) **If we lose damage or do not deliver your goods, our liability is limited to a maximum of R 300.00 (including 14% VAT) per cubic metre of the lost or damaged item(s) volume, even if it is part of a pair or set. We may decide to pay for the repair or replacement of an item.**
- b) **We are not liable for loss or damage you may suffer resulting from:**
 - **war (whether declared or not), invasion, sabotage, civil war, rebellion, military coup or similar situation beyond our reasonable control;**
 - **fire, burglary or flood while items are in storage;**
 - **moth, vermin or similar infestation;**
 - **cleaning, repairing or restoring (unless we did the work);**
 - **wear and tear, rust, leakage or evaporation**
 - **atmospheric or climatic change;**
 - **discolouration, such as any change of colour or fading;**
 - **worsening quality or condition of any food, plant or perishable item;**
 - **difficult access to or from any room, building or other location; or**
 - **indirect and/ or consequential loss, except up to the maximum amount in clause 11 below (if that clause applies).**

c) We are also not liable for loss or damage to any:

- **fragile or brittle item;**
- **item with an inherent defect (a problem that was already there);**
- **mechanism in any clockwork, electronic or motor-driven item (unless there is any visible sign of impact damage on the outside of the item);**
- **sensitive equipment, or any item that is not suitable for being transported;**
- **furniture that is dismantled or re-assembled regardless of who built it originally;**
- **self-assembled furniture, especially flat-packed furniture owner assembled which may not be suitable for transportation;**
- **items or goods not packed or unpacked by us or our agents;**
- **items left inside a cupboard or other furniture;**
- **keys left in furniture;**
- **food or plants;**
- **property, goods, fittings or fixtures as a result of difficult access at collection or delivery address;**
- **item delivered to or received from a third party in an unknown condition;**

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

11) Delays in transit.

- a) We will pay your reasonable expenses up to a maximum of R500.00 if we do not keep to the agreed time schedule if the delay was within our reasonable control.
- b) If we cannot deliver the goods through no fault of ours, we will take the complete consignment into storage. The contract will then be fulfilled and any additional service(s), including storage handling, storage and re-delivery will be at your expense.

12) Damage to premises and time limit.

- a) If we damage your premises, you must note this on our delivery note/worksheet at the time.
- b) You must also confirm this in writing within 7 days after delivery.
- c) **The seven day time limit is essential.**
- d) Our liability for damage to premises is limited to R500.00
- e) We may arrange to repair any damage ourselves.

13) Time limits for claims.

- a) We will not be liable for any loss or damage to any goods unless:
 - You notify us about any loss or damage to goods in writing at the time when you or your agent come to collect from us.
 - **You notify us in writing within 7 days after we delivered the goods about any loss or damage to goods.**

The time limits are essential to the contract in both cases.

14) Our right to hold goods as security for payment.

- a) **We have a legal right to withhold or ultimately sell some or all of the goods until you have paid all our charges and other payments you owe us under this contract, including any amount we have paid for on your behalf.**
- b) **If we keep any goods while we wait for payment, you are responsible for storage charges and other costs incurred, and these terms and conditions will continue to apply.**

15) Our right to sell the goods.

- a) By giving you 28 days notice we are entitled to;
 - Requiring you to remove your items from our custody and pay all monies due to us. If you fail to pay all outstanding monies due, we may sell or dispose of some or all goods without further notice.
- b) The cost of the sale or disposal will be charged to you.
- c) The net proceeds will be credited to your account and any surplus will be paid to you without interest.

16) Disputes.

You may not delay payment or set off (deduct) any amount you owe us if you think you have any claim against us, or if there is any dispute between you and us.

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

- a) You must pay any charge, expense, damages or penalties that a third party claim against us in connection with any of your goods or the services we provide to you, unless you can prove that we were negligent or we agreed in writing to pay the relevant amount.
- b) Claims by third parties include, for example, parking charges that we may have to pay to do the work.

18) 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 any work, this contract will still apply to you and us.
- c) You agree to the terms and conditions set out in the Bills of Lading, Consignment Note or similar document issued by other carriers or organisations involved in the removal that we accept as your agent and those terms and conditions form part of this contract.
- d) 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.

19) The law that applies to this contract.

- a) This contract will be regarded as having been entered into in the city or town where we collect your item or consignment.
- b) South African law applies to this contract unless a director of one of our branches, offices or subsidiaries in another country signed it, in which case the law of that country applies.

20) Your forwarding address.

- a) If any goods are stored you must provide us with a forwarding address and notify us in writing if it changes. Please supply an e-mail address where possible.
- b) We will assume that you have received any correspondence or notice 7 days after we posted or e-mailed it to the last forwarding address you gave to us.

21) List of goods or receipt (inventory).

- a) Any list or receipt we provide for items we have packed, moved, shipped, handled or stored will be final, unless you write to us within 7 days about any mistake or item that you think we have left out.
- b) You cannot make a claim for any item not on the inventory list or receipt.

22) Storage contract.

- a) We charge for storage by calendar month. Our minimum charge is for one calendar month.
- b) All storage charges must be paid in advance on a monthly basis.
- c) If we release a consignment before the 15th of any

calendar month, we will only charge half the full charge you owe us for that particular calendar month.

- d) If you wish to end this storage contract, you should give us at least 15 days notice before you want us to release your consignment. However, we will release a consignment earlier if we can. Please note that all charges including removal charges must be paid in full before goods will be release out of storage.
- e) Storage charges would be payable to the date when the notice period would have ended.
- f) Our removal charges exclude any charges for storage, warehouse handling and delivery into or from our store, unless we clearly included these charges in our quotation.
- g) If you arrange to deliver or collect a consignment yourself, we will charge a storage handling fee for handling items into or out of storage.
- h) If we wish to end the storage contract and your payments are up to date, we will give you at least three months notice.

23) Charges for handing over items to your agent.

- a) If you choose someone else to collect your items from our warehouse, the notice period and payment terms in clause 22 will apply and we are entitled to make a charge for handing the goods to them.
- b) Our responsibility and/or liability will cease upon handing it over to your agent.

24) Increases to storage charges.

- a) We review our storage charges from time to time.
- b) We will give you 28 days notice if we increase our storage charges.

25) Insurance.

- a) **If your quotation state to be inclusive of insurance, please familiarize yourself by reading and signing (that you accept) the "Goods in Transit Policy Wording" for the manner in which we are insured by our Insurers.**
- b) **If you are not satisfied with the terms and conditions as set out in the "Goods in Transit Policy Wording" of our Insurers, you are free to insure your goods with any other commercial Insurer of choice.**
- c) **We strongly advise you to insure your consignment against all insurable risks during packing, moving, shipping and storage as possible.**
- d) **We advise that you insure items for their full replacement value at your destination.**
- e) **We can arrange cover on your behalf through our insurance company, but only if you give us a properly completed insurance proposal (application) form before we start the work.**
- f) **You will not have any insurance cover until we have your completed insurance proposal form and you have paid the premium.**
- g) **Any insurance arranged on your behalf is a separate contract between you and the insurance company.**
- h) **You are free to take out insurance with any insurance company of your choice.**

I hereby confirm that I have read, understand and accept the standard trading conditions as set out in paragraphs 1 to 25.

Client/Agent Name (Print)

Client/Agent Signature

Date