

**TERMS AND CONDITIONS FOR THE SERVICES OF SA FURNITURE REMOVALS (PTY) LTD TRANSPORT & THEIR APPOINTED AGENTS. HEREINAFTER CALLED THE CONTRACTORS**

1. All transport work carried out in terms of the contract, including the loading, offloading, packing, storing and or safekeeping of any and all goods, is done at the exclusive risk of the owner of such goods. The Transport Contractor is not responsible for any loss and/or damages. Including consequential damages, which the owner may suffer as a result of the performance of services by the contractor in terms of his contract. In particular, it is agreed that the contractor accepts no liability for any damages which the owner may suffer, even if such damages are caused intentionally or due to gross negligence. The owner is required to obtain insurance coverage for all damages which he may suffer as a result of any occurrence and/or any conduct foresee or referred to in this paragraph. Should the owner fail to obtain the required insurance coverage it will be deemed that the owner is in the same position as the insurer who would have supplied such insurance coverage. The contractor will endeavour to obtain the necessary insurance coverage on behalf of the owner, provided that the prescribed premium payable in respect of the insurance premium is received before the commencement of the execution of the contract. These stipulations are made by the parties for the benefit of the CONTRACTORS and of any person whose acts make them by law liable, as well as any person who may perform any of the CONTRACTORS obligations hereunder who shall be entitled at any time before judgment be given against them to accept the benefit of the said stipulations.

**2. BASIS OF QUOTATION**

Quotations are subject to amendment if not accepted in writing within 21 (twenty one) days of the date thereon and may be withdrawn by THE CONTRACTORS at any time before written acceptance is received at their office.

Quotations are subject to:

- (a) work being carried out by the method and route to be decided by THE CONTRACTORS without interruption, hindrance or postponement ;
- (b) THE CONTRACTORS having their vehicles and/or staff available on the date/s required, at the time the signed acceptance form is received by them;
- (c) all part loads being conveyed and delivered at THE CONTRACTORS convenience;
- (d) any increase or decrease in the scale of wages or salaries, licenses, taxes, railway, air and/or shipping rates over which THE CONTRACTORS have no control coming into force after the date on the quotation being for the account of the customer.
- (e) Any delay due to interruption, hindrance, to call traffic or Municipal regulations or the non-production of the necessary licenses, permits or Customs forms being charged for.
- (f) where quotation is given for a specific quantity of work the inclusion of additional goods or extra work entitling THE CONTRACTORS to make additional charges on a prorata basis of the original quantity or work to the increased quantity or work;
- (g) any postponement or cancellation by the customer entitling THE CONTRACTORS to make a charge to cover the expense and or loss which THE CONTRACTORS experience arising there-from.

**3. CHARGES EXCLUDED**

Quotations exclude Customs Dues, Clearing charges and Fines and, unless otherwise stated on the quotation, charges in respect of air freight, sea freight, railage, dock dues, landing fees, Consular documents, Permits or any other charges over which THE CONTRACTORS have no control.

**4. ACCESS TO PREMISES, USE OF TACKLE**

All quotations are given subject to the conditions that

- (a) The work can be conveniently carried out by means of adequate staircases, passages and doorways.
- (b) There is a suitable and practical road for THE CONTRACTORS' vehicle or vehicles to within 30 – 40 meters of the door of the building from which the goods are to be removed/delivered.
- (c) There is a suitable and practical approach from THE

condition of the goods of the contents of any article, suite, case, bundle, package or other container but the absence of such reference or that reference is made to the state or condition of any goods shall not create any inference that the goods or the remainder were not previously damaged. Such receipt or inventory shall be final and conclusive between THE CONTRACTORS and the customer unless some discrepancy be pointed out in writing within 10 (ten) days; no claim whatsoever will be considered otherwise. Only upon production of the receipt or inventory issued by THE CONTRACTORS and instructions in writing signed by the registered owner will access to or the removal of goods be permitted.

**16. AUTHORITY TO ENTER INTO CONTRACT**

The Customer warrants that the property handed to THE CONTRACTORS is either his / her own property or he/she has the full and absolute authority of all persons owning or interested in the property to enter into this contract and agrees to indemnify and keep indemnified THE CONTRACTORS against all loss of liability and all actions, suits, proceedings, claims, demands, costs and expenses, whatsoever which may be taken or made by any third party against THE CONTRACTORS to any third party against THE CONTRACTORS or be incurred or become payable by THE CONTRACTORS to any third party in respect of or arising out of the removal, packing or warehousing of any goods removed, packed or warehoused for or on behalf of the customer or in respect of arising out of the entry by THE CONTRACTORS upon any premises upon which it may be reasonably necessary to enter in order to remove, pack or warehouse goods for or on behalf of the customer or in respect of any other act or omission on the part of THE CONTRACTORS in the reasonable performance of removing, packing and for warehousing goods for or on behalf of the customer, or in respect of or arising out of any claim or demand to; or in respect of any such goods or in respect of or arising out or resistance by THE CONTRACTORS to or compromise by THE CONTRACTORS of any such action, suit, proceeding, claim or demand and also without affecting the aforesaid customer further agrees to indemnify and keep indemnified THE CONTRACTORS against all sums of money whether for damages, costs, expenses or otherwise, howsoever, which THE CONTRACTORS may be ordered to pay or may properly pay to any person whatsoever in respect of any such action, suit, proceeding, claim or demand. In the event of any action, suit, proceeding, claim or demand being taken or made, customer agrees THE CONTRACTORS shall be entitled without reference to the customer to contest and defend the same, or may compromise the same on such terms and conditions as they are advised by their legal advisers to be reasonable and such contest, defence or compromise shall be binding upon the customer as if expressly authorized by him/her.

**17. GOODS OUT OF STORE, NOTICE REQUIRED**

THE CONTRACTORS require:

- (a) for access only to goods, held in store, seven (7) days' clear notice for access between the eight (8) and twenty-first (21) day of any calendar month and fifteen (15) days' clear notice between the twenty-second (22) and the seventh (7) day of the following calendar month.
- (b) for access and collection, collection only, handling out or delivery of all or any of the goods held in store a minimum of twenty five (25 days' clear notice.
- (c) all notices or instructions for access, access and collection, collection only, handling out or delivery must be in writing and signed by the customer. THE CONTRACTORS shall not be bound to allow access to the store, hand out or delivery any goods without production of the receipt or inventory sent out by THE CONTRACTORS to the customer and an order or instruction signed by the customer (these are for mutual protection), furthermore, the customer and his/her agent shall be present at any time of collection or delivery and give a receipt for the goods. Such receipt shall be final and conclusive as to description and condition of the goods handed out or delivered. THE CONTRACTORS reserve the right to refuse access to the store to any customer or his/her agent at any time.

**18. RENTAL AND OTHER CHARGES**

Unless otherwise stated in writing the charges for storage are for a calendar month, the minimum charge being for one month. THE CONTRACTORS may, however and at their discretion, agree to the payment of half a calendar month's rental in respect of the calendar month's rental for the month in which the goods are put into storage provided such goods are put into storage after the fifteenth (15) day of

CONTRACTORS' vehicle or vehicles to the said door of the building.

(d) The removal/delivery is not above the second floor. Should the removal/delivery be above a second floor the customer shall, arrange that THE CONTRACTORS shall have the immediate, uninterrupted use of a suitable lift or lifts, time being the essence of the contract.

(e) Window and/or other tackle which may be deemed necessary by THE CONTRACTORS shall be used only at the customer's risk and expense and the customer hereby indemnifies THE CONTRACTORS against all claims whatsoever made against THE CONTRACTORS arising out of the use of such tackle except claims by THE CONTRACTORS' workmen and agrees to pay all additional expenses arising from the use of such tackle.

If all or any of the conditions set out in sub-clauses (a), (b), (c), (d) and (e) of this clause are not fulfilled, the customer agrees to pay all expenses arising from the additional work involved.

#### **5. EXCLUSIONS FROM QUOTATION**

Unless otherwise stated, quotations do not include the dismantling or erection of fittings and fixtures, gas, electrical or other fittings, pianos, billiard tables, wireless or television sets, special articles or abnormal pieces of furniture and/or the transport thereof or of any extraordinary packing which may be necessary to secure safe transport or storage specially fragile articles such as statutory ivories, Venetian glass and similar articles, the taking-up, re-laying or fitting of wall-to-wall carpets, linoleum or floor covers, the taking down, or re-fixing of blinds, curtains, mirrors, cornices or other fittings, or the re-hanging of pictures, if such work or any work of specifically stated in the quotation is done these conditions apply thereto and an extra charge to cover THE CONTRACTORS' additional expenses and / or any loss suffered by THE CONTRACTORS SHALL BE PAID BY THE CUSTOMER.

#### **6. IF THE CONTRACTORS**

are unable to carry out work on the date or at the time requested they will do so on a reasonable date or time thereafter. While every endeavour will be made to carry out the work on the date and at the time required. THE CONTRACTORS shall not be liable for any loss or expense through delay in air, railway road, or sea transit, electrical breakdowns, failures or breakages, inclement weather, labour or from any cause beyond THE CONTRACTORS' control or for consequential loss from any cause whatsoever. Should THE CONTRACTORS' vehicle or vehicles be forced to deviate from normal route due to damaged roads, bridges, pontoons, ferries, etc.. or from any cause beyond THE CONTRACTORS' control such deviation shall entitle THE CONTRACTORS to make an additional charge to cover the expense arising from the extra mileage and time involved.

#### **7. CUSTOMER RESPONSIBLE FOR GOODS**

It is incumbent on the customer to see that nothing required to be removed is left behind, and that no goods and/or fixtures are taken away in error, also that protection is arranged for the vacant premises including outbuildings and their contents as THE CONTRACTORS will not under any circumstances accept responsibility for or be, liable in respect thereof.

#### **8. DANGEROUS AND DAMAGING GOODS**

The customer shall not submit for removal, packing or warehousing any dangerous, damaging, corrosive, toxic or explosive article or for warehousing any article or substance including articles of food or anything likely to encourage vermin or other pests, or likely to cause infection. The customer shall make no claim but shall indemnify THE CONTRACTORS against all claims made and for any loss or damage that may be suffered by THE CONTRACTORS or any third party through the presence of any such article or substance amongst the customer's goods. If any such article or substance is discovered. THE CONTRACTORS may, at their discretion, remove, sell, destroy or otherwise dispose of said items and shall not be responsible or accountable for the value thereof.

#### **9. VALUABLE LIVESTOCK PLANTS ETC.**

THE CONTRACTORS do not accept jewellery, precious stones, plates or other valuables of any description, furs, currency, notes coins, firearms, ammunition, livestock, domesticated animals or pets of any description or plants for removal storage except by special arrangement in writing and shall not under any circumstances be liable for loss of, failure to produce, damage or deterioration thereto, caused.

such calendar month and are in storage for at least one calendar month thereafter. Again THE CONTRACTORS may at their discretion agree to the payment of half a calendar month's rental in respect of the calendar month's rental for the month in which the goods are taken out of storage provided such goods are taken out of storage before the 15th (fifteenth) day of such calendar month and have been in storage for not less than one calendar month. The charges for storage do not include charges for inspection, removing, collecting, delivery, packing, brushing, receiving, stowing away, unstowing, access to store, handling out to customer or his/her agent, handling (these charges are compulsory) searches and other attendance upon customers or their agents, providing documents, copies of originals, receipts, etc. For these an extra charge will be made and the customer agrees to pay such additional charge or charges at THE CONTRACTORS' scheduled rates.

#### **19. CHARGES WHEN PAYABLE**

All THE CONTRACTORS' charges shall be payable in cash (unless other arrangements agreed in writing by THE CONTRACTORS prior to the commencement of the work) to them or their agents or other contractors acting on their behalf in respect of:

(a) direct removals as soon as any of the goods are tendered for delivery outside the premises at which they are to be delivered.

(b) any goods stored, prior to their delivery, removal or dispatch from the premises of the CONTRACTORS or their agents or any other contractors acting on their behalf

(c) any goods received for packing and dispatch or packing only, or unpacking prior to the commencement of the packing or unpacking.

(d) storage, on the first day of each calendar month together with removal and any other charges if such charges are not paid THE CONTRACTOR or their agents or other contractor acting on their behalf may take all or any of the goods in their hands to or retain them in their store and shall be entitled to charge for storage and expense in connection with the taking of the goods store, charges while in store and removal from store at THE CONTRACTORS' scheduled rates and all these conditions shall apply thereto. THE CONTRACTORS or their agents or other contractors acting on the behalf shall have a general lien upon all goods in their possessions for all monies due and/or expenses or liabilities incurred by them. THE CONTRACTORS or their agents or other contractors acting on their behalf shall be entitled to charge for storage at THE CONTRACTORS' schedule and other charges and expenses incurred during all periods upon which a lien is being asserted and all these conditions shall apply thereto. Further, if THE CONTRACTORS or their agents or other contractors acting on their behalf exercise their right of lien on any articles when they have removed stored or received for packing then if their and /or their agents or other contractors' charges are not paid within thirty (30) days after they have first retained any article and given notice thereof. THE CONTRACTORS shall have power, without giving any further notice, to well the whole or any part of the consignment to pay the said charges and expenses of sale. Any surplus will be paid over to the customer without interest upon application but save therefore THE CONTRACTORS shall be released from all liability whatsoever in relation to the goods sold. If THE CONTRACTORS elect to sell part only of the goods they shall be at liberty to charge for the storage of the goods remaining and without notice from time to time sell the remainder or any part of the remainder of the said goods and apply the proceeds as before stated and all these condition, shall apply thereto.

#### **20. POWER TO DETERMINE CONTRACT**

THE CONTRACTORS shall have power to determine the contract to store by giving thirty (30) days' notice to remove the goods and pay all charges due and all these conditions shall apply thereto.

#### **21. CLAIM OR DISPUTE NOT TO DEFER PAYMENT**

A claim or dispute shall not be made the reason for deferring payment of any monies payable to or liability incurred by THE CONTRACTORS or to their agents or other contractors acting on their behalf and these conditions shall apply thereto.

#### **22. CONTRACTORS TO DECIDE ROUTE AND MEANS**

THE CONTRACTORS may at any time during any removal transfer the goods from vehicle to vehicle and during storage from one warehouse to another warehouse. THE CONTRACTORS may also decide as to which route or by which means the goods shall be carried, and may enter into any contract of agreement with any other contractor, Railway, Steamship, Airway. Dock or Harbour Company or Authority to carry out the whole or

## 10. GENERAL IMMUNITIES

Without derogation from the limitations of THE CONTRACTORS' liability more fully set out in clause 1 hereof it is specially agreed that THE CONTRACTORS shall not under any circumstances be liable for any loss consequential loss, failure to produce or damage.

(a) caused by, or resulting from, or in connection with fire (howsoever caused).

(b) caused by (howsoever caused) or arising out of a flood, vermin, insects, mildew, damp, rust, burglary or housebreaking, Act of God, riot, civil commotion, invasion, war, sabotage, malicious intent, explosion, railway or road accidents, marine risks, labour troubles and any acts arising there from, aircraft or things dropped there from, missiles, or any other projectiles, or from deterioration, leakage or deficiency of articles of a perishable or leaky nature.

(c) due to causes beyond THE CONTRACTORS immediate control or the acts of third parties whether criminal or otherwise.

In the event of any of his/her goods being lost or damaged as in sub-clauses (a), (b) and (c) the customer agrees that THE CONTRACTORS shall be at liberty (without incurring any liability or obligation whatsoever) to take whatsoever steps THE CONTRACTORS consider necessary to try to recover or salvage any or all of the goods and all expenses incurred by THE CONTRACTORS in so doing will be paid to them by the customer.

## 11. OTHER IMMUNITIES

Without derogation from the limitations of THE CONTRACTORS' liability more fully set out in clause 1 hereof it is specially agreed that THE CONTRACTORS shall not under any circumstances be liable for any loss, consequential loss, failure to produce or damage (howsoever caused) to

(a) any goods during transference to or from quay's, docks, boats, ships, ferries, aircraft or railway vehicles, transit by water whether on deck or otherwise, transit by air or rail,

(b) any articles in wardrobes, drawers, cabinets or other articles of furniture or in any package, bundle, case or other container not both packed and unpacked by THE CONTRACTORS' employees

(c) any goods moved to or from a public sale or auction room

(d) any goods moved from or into premises where there are workmen employed other than THE CONTRACTORS unless a detailed claim in writing is made at the time of removal or delivery (time being the essence of the contract)

(e) plaster casts, statuary or whatever kind of material plaster or composition picture frames, lampshades, plate glass, mirrors which are merely backed and have no frame protection to the edges of the glass

(f) stocks, barometers, musical and other instruments, electrical or other mechanical apparatus or appliances, wireless sets, radiograms, records, recorders, television sets, pianos, organs, electrical apparatus, washing machines, cookers, refrigerators, electric stoves and heaters. While every care will be taken, these articles may be damaged without negligence and may require adjustments after removal. THE CONTRACTORS do not accept any liability in respect of such damage or deterioration of or non-adjustment of such articles which are handled solely at Owner's risk

(g) any article which is inherently defective or in such condition that it cannot be moved without risk of damage

(h) any goods only packed or only packed and dispatched by THE CONTRACTORS after the goods leave their hands

(i) any goods handed to THE CONTRACTORS' employees for delivery or storage by other contractors or third parties or delivered to THE CONTRACTORS' warehouse by other contractors or third parties for storage, packing, shipment and/or deliver. The customer furthermore acknowledges that all contractors, third parties, or agents furnishing such services to the customer are independent contractors and are not employees or principals of THE CONTRACTORS

(j) or the respect of any article or property not set forth and individually described in THE CONTRACTORS' warehouse inventory or receipt.

## 12. RETENTION OF KEYS.

THE CONTRACTORS will not under any circumstances be responsible for keys. They must be retained by the customer.

any part of the contract and/or to cause all or any part of the property to be stored by or in the warehouse of another contractor and these conditions shall nevertheless apply thereto. Any deviations from any route shall not affect THE CONTRACTORS' liability.

## 23. JURISDICTION

Any dispute or claim arising out the contract or the interpretation thereof and any litigation between the customer and THE CONTRACTORS, their agents or other contractors acting on their behalf shall be adjudicated upon by a competent Magistrate's or Supreme Court having jurisdiction in the district within THE CONTRACTORS' office concerned with the making of the contract is situated and within which office the contract shall be deemed to have been made.

## 24. CUSTOMER TO REFUND

THE CONTRACTORS are hereby authorised to pay all charges claimed by previous storage or packing or other contractors, carriers or forwarding agents and any other charges whatsoever, and shall have a general lien, pending refund thereof by the customer and the powers in exercise of a lien herein-before provided.

## 25. SERVING OF NOTICES, ETC.

All notices and communications to the customer, including the inventory shall be deemed to have been duly served and received :

(a) the day after posting it, sent by post to the registered address or the address from which the customer has last communicated with THE CONTRACTORS, or

(b) if there is no registered address or address from which the customer last communicated, the day after publication or notice in any public newspaper circulating in the area from or to which the goods were removed.

## 26. CONDITIONS APPLY TO ANY WORK

Any work of any kind done by THE CONTRACTORS whether in relation to the goods (e.g. packing, unpacking, repairing or fixing any article, unstowing, examination, brushing, re-stacking, delivery, etc.) or otherwise shall be done without prejudice to and only upon these conditions. THE CONTRACTORS do no work except on these terms.

## 27. CONDITIONS INCORPORATED IN ANY CONTRACT

All these conditions shall apply to any work done in relation to the customer's goods whether by way of removal out of, or redelivery from the warehouse or otherwise whatsoever and shall be deemed to be incorporated in any contract which may be entered into with regard to such work or in relation to such goods.

## 28. AGENT OR PERSON

No agent or person emptied by THE CONTRACTORS have any authority to alter, vary or qualify in any way these terms or conditions, nor enter into any contracts on their behalf, nor sign any receipts or documents that have not been previously submitted to and approved in writing by THE CONTRACTORS.

## 29. NOT COMMON CARRIERS

THE CONTRACTORS are not common carriers and do not undertake the obligation or liabilities of a common carrier. THE CONTRACTORS may at their absolute discretion refuse to accept for carriage any goods or any class of goods and shall not be obliged to assign any reason for such refusal THE CONTRACTORS accept goods for carriage only upon these terms and conditions.

## 30. CLAIMS, TIME BAR

All claims for damage to or loss of or failure to produce shall be made:

(a) as to goods removed from THE CONTRACTORS' warehouse by any persons other than THE CONTRACTORS in detail in writing at the time of removal and confirmed by letter to THE CONTRACTORS within twenty-four (24) hours or the time of removal (time being the essence of the contract).

(b) as to goods delivered by THE CONTRACTORS from THE CONTRACTORS, warehouse. These must be pointed out to the foreman in charge at the time of delivery and noted upon the delivery slip and confirmed in detail by letter to THE CONTRACTORS within seventy-two (72) hours of the time of the delivery (time being the essence of the contract).

(c) as to goods removed by THE CONTRACTORS direct from residence to residence. These must be pointed to the foreman in seventy-two (72) hours of the time of delivery (time being the essence of the contract). THE CONTRACTORS shall be (under no liability unless a claim is so made and

**13. DAMAGE TO PREMISES ETC.**

The liability (if any) for damage to premises and /or their contents. Private roads, drains, covers, walls, fences, bridges, culverts, is limited to R1,00 (ONE RAND) for any removal and the customer agrees to indemnify THE CONTRACTORS against all claims, costs, charges and expenses beyond that sum.

**14. CONTRACTOR’S RIGHTS IF CONSIGNEE NOT READY**

If the goods under this contract are delayed on route by reason of any default or wrong declaration of the customer or for any reason beyond the control of THE CONTRACTORS or if the customer or consignee is unable to receive the goods in the premises or at the place where they are to be delivered immediately on their arrival.

THE CONTRACTORS be at liberty (time being the essence of the contract) to unload them into his own or any other storage place for storage, and the customer hereby irrevocably and in rem suam appoints THE CONTRACTORS as his/her agent to enter into any agreement of storage and/or delivery. Delivery at any such storage place shall be deemed to be delivered in accordance with the contract and these conditions shall apply thereto. Any additional expenses to THE CONTRACTORS due to delay, extra mileage and off-loading shall be recoverable from the customer and THE CONTRACTORS shall have a lien on the goods for all charges incurred up to the time that the customer shall take delivery of any or all of the goods or until the time that the goods are placed in other store.

**15. INVENTORY**

Every customer sending property to be warehoused shall furnish an address to which communication are to be directed and register his or her signature with THE CONTRACTORS for mutual protection. The customer shall during the currency of the contract notify any change of such address. After receiving the property THE CONTRACTORS shall forward to the customer a receipt or inventory of the property received, such receipt or inventory need not state the

within the time stipulated (time being the essence of the contract). All damages to premises must be pointed out to THE CONTRACTORS foreman in charge at the time and confirmed in writing 'to THE CONTRACTORS within twenty-four (24) hours after the damage is alleged to have occurred (time being the essence of the contract), otherwise THE CONTRACTORS shall not be liable.

**31. DEVALUATION**

If at any time between the delivery of this quotation to the customer and the final performance by THE CONTRACTORS of the last of the obligations undertaken by it hereunder there shall be any fluctuation in the official rate of exchange between the currency of the Republic of South Africa and the United States dollar resulting in a devaluation of the rand against the United States dollar, then all the sums of money referred to in this quotation payable by the customer to the contractor shall be increased by a percentage equal to the percentage increase of the value of the United States dollar against the Rand.