



Please keep in a safe place

CONDITIONS UPON WHICH PROPERTY IS PACKED, REMOVED AND/OR WAREHOUSED BY CAPE EXPRESS REMOVALS (PTY) LTD • REG. NO. 1984/05551/07

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STANDARD TRADING CONDITIONS

These conditions set out the rights, obligations and responsibilities of all parties bound by this Contract. These conditions can only be amended by written agreement between the signatories to this agreement or their duly authorised representative, which in the company's case must be a Director of the company.

1. Introduction:

a. 'We', 'us' or 'our' means Cape Express Removals (Pty) Ltd. 'You' or 'your' means the customer.

b. Moving and storage of items come with a degree of risk. Please therefore pay special attention to clause 10 insofar as our limited liability for loss or damage is concerned. Because of the aforementioned limited liability on our part, we can provide Full or Limited Liability Acceptance Cover in our quotation against loss or damage for items being removed or stored. Note that our Liability Acceptance will be subjected to our Insurance Policies Terms and Conditions as set out by our Insurance Company. These conditions are separate from the conditions contained in this contract.

2. Our quotation:

a. Our quotation depends on and is subjected to the availability of manpower and equipment on the day/s chosen for the work to be undertaken. We will confirm the availability for the date/s requested, or state the next business day on which we can confirm their availability, within a reasonable time of you accepting our quotation.

b. Our quotation excludes the following:

- Liability Acceptance, customs duties, cargo dues and any other statutory or governmental fees that may be payable in relation to the execution of our services rendered in terms of this contract.

c. The amount originally quoted may change before or after your acceptance for the following reasons:

- you did not accept our quotation within 28 (twenty eight) days. In such instance we reserve the right to review the amount originally quoted or if you cause any delay which prevents us from providing the service as agreed.
our costs increase because of any increase in tax, freight or foreign-agent charges or if our costs increase because of a change in the exchange rate between the Rand and any relevant foreign currency;
any delay caused by circumstances beyond our control;
we pack, remove or store extra items that were not included in our quotation or if you ask us to do any additional work that was not included in our quotation.

d. You will also be liable to pay any additional charges if you did NOT inform us about any of the following before we quoted, and as a result we could not have provided for or included the charges in our quotation:

- If collection or delivery is to be done to a premises in a multi storey building and such premises is above the second storey floor or if any stairway, lift or door is too small or narrow for easy collection or delivery. The road or approach to the premises is unsuitable for our vehicles or our vehicles are by law or any other regulation prohibited from entering a specific area;
If you want us to pack, collect 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 or fittings, except for normal beds that can easily be dismantled using normal tools, take down curtains or blinds, disconnect or reconnect appliances, fittings or equipment, such as stoves, washing machines and Satellite Dishes, remove or lay fitted floor coverings, such as wall to wall carpets; or move or store any items we exclude in terms of Clause 7 below.

b. We are not responsible for any loss or damage if any work listed above is done without our written agreement or permission.

4. Route, mode of transport, packing and warehousing:

a. We may choose any route for delivery and may choose any type of packing and transport, unless we agreed in writing to use something specific in this regard.

b. We may 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 or unload and reload your items from or into a vehicle or shipping container and may store items in any of our or our agents' warehouses.

5. Your responsibilities:

a. You are completely responsible for all the following:
Making sure that nothing is taken away / loaded in error or left behind.
Obtaining, paying for and providing proof of any documents, permits and legal permissions to complete the move such as, visas, permits for protected plants, etc.
if you yourself are not available to be present to take responsibility for the security of your goods when they are collected and delivered, you will arrange for a duly

authorised person to do so in your absence. This also applies insofar as keys to the premises are concerned;

- properly preparing and stabilising any appliances or equipment prior to the removal/transport, arranging and paying for any parking we may need in order to collect or deliver your goods and locking away any valuables such as handbags, money, jewellery, handheld electronic devices etc.;
inspecting or arranging for someone to inspect any item/s delivered to us by someone else on your behalf; and
ensuring access to collection and delivery premises.

b. Please note that we are not liable for any loss or damage or the replacement of lost keys.

6. Ownership of the goods:

By entering into this contract you warrant that:
you own everything that you have asked us to remove, or you have permission from the owner of the goods/property to enter into this contract to remove or store the goods. By signing this contract you indemnify us against any damages, costs and/or claim if the aforementioned is proven to be untrue or that you provided us with false information.

7. Exclusions from this contract:

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

- Valuable items, such as: jewellery, watches, trinkets, precious stone, money, coins and stamp collections, title deed/s, share certificate/s, cell phones, i-Pods, PSP's, memory sticks, PC software, accessories or any similar item, spectacles and sunglasses.
animals including pets, birds or fish (including their cages or tanks), plants or flowers, including pot plants and dried flower arrangements, abnormal items, for example, an item that is too large or too heavy to be moved by a removal team consisting of persons without special machinery and any item that cannot be moved because any stairway, passage or door is not strong or wide enough.

b. This contract also specifically excludes any of the following items, which we may dispose of (without notice):

- any potentially dangerous, damaging or explosive item or any item that might attract vermin or other pests or cause an infestation and any partly used liquid or any perishable item from the fridge or freezer.

8. Cancellation or postponement:

a. We may charge a reasonable deposit, 50% (fifty percent) of quotation value, for any booking in advance for our services. We may charge a reasonable 10% (ten percent) fee on the quotation value to cover our expenses for loss of income if you postpone or cancel your move in 10 calendar days or less prior to the removal dates agreed.

b. The only instance in which we will not charge a cancellation fee; if you cannot proceed with a removal or accept a delivery if the customer or the person whose items are being moved has died or has been hospitalised.

9. Payment of our charges:

a. You must pay our charges in cash or by EFT (Electronic Fund Transfer), unless the account is being paid by an official Government Department or by an approved corporate account in which case an Official Order or Letter of Authority is required prior to the collection of goods.

b. You must pay our charges for the following services as follows:

- direct removals: 50% deposit on confirmation of removal date the balance to be paid, and proof thereof to be provided to us 72 hours prior to loading date;
storage: 1st month to be paid in advance and thereafter on the first business day of each month;
delivery of goods will be subject to full payment of account prior to delivery;
international moves must be paid in full before we start packing or collect;
any other services must be paid in full before or at the same time we perform the service.

c. We reserve the right to charge you interest at 2% above standard banking prime rate of interest for any late payment of monies due to us in relation to this contract for the services rendered.

d. We have a general lien over any item in our possession that covers all amounts you owe us, including our expenses or liabilities in connection with work we do which means that under certain circumstances we may sell your items in our warehouse to recover your debts to us in terms of clauses 14 and 15 below.

e. You will be liable for any legal costs we incur in the event of us having to instruct our attorneys to recover any amount you owe us, on the higher attorney and client scale, including commission, tracing fees and any other expenses.

Please sign below as an indication that you understand and accept our Trading conditions Clauses 1 to 9 (RETURN THIS SIGNED DOCUMENT TO CAPE EXPRESS REMOVALS)

Quotation Reference No: \_\_\_\_\_

Client's Name: \_\_\_\_\_

Client's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# CONDITIONS UPON WHICH PROPERTY IS PACKED, REMOVED AND/OR WAREHOUSED BY CAPE EXPRESS REMOVALS (PTY) LTD • REG. NO. 1984/05551/07

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## STANDARD TRADING CONDITIONS

### 10. Our liability for loss or damage:

- a. In the event of loss, damage or failure to deliver goods as agreed, our liability is limited to a maximum of **R 300.00 (Three Hundred Rand)** per cubic meter of the affected item's volume (even if it is part of a pair or set). However if our Liability Acceptance Fee was paid, a Value Declaration Form were handed to us prior to the move and we accept this, this will not apply.
- b. We will not be liable for loss or damage resulting from any of the following:
  - war (whether declared or not), invasion, sabotage, civil war, rebellion, military coup or a 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 undertook to do any of the latter by agreement, wear and tear, rust, leakage or evaporation, atmospheric or climatic change, discoloration, fading, staining, etc., worsening quality or condition of any food, plant or perishable item;
  - difficult access to or from any room, building or other location; or indirect (consequential) loss, except up to the maximum amount in clause 11 below, should same apply.
- c. Further to the above, we will not be liable for loss or damage to any of the following:
  - A brittle item, an item with an inherent existing defect, mechanism in any clockwork, electronic or motor driven item (unless there are visible signs of impact damage on the outside of the item), sensitive equipment, or any item that is not suitable for being transported;
  - Self-assembled furniture that is dismantled and/or re-assembled regardless of who built it, or self-assembled furniture which is not suitable for transport.
  - Any item/s not packed or unpacked by us or our agent, any item/s left inside a cupboard or other furniture or any item/s left in a deep freeze or fridge;
  - Any key/s left in furniture and any item/s/goods received from a third party in an unknown condition.
- e. Frozen food items will be included at your instruction but completely at your own risk and we will not be liable for any death, injury, or illness resulting from the removal or storage of any perishable item.

### 11. Delays in transit:

We will pay your reasonable expenses up to a maximum of **R 500.00 (Five Hundred Rand)** if we do not do keep to the agreed time schedule, if this is for a reason within our reasonable control. If through no fault of ours and we are unable to deliver any item or consignment, we will arrange for storage of the item/s or complete consignment. In the event of the aforementioned taking place, we will have been deemed to have performed our obligations in terms of this contract, and you will be liable for any additional costs pertaining to additional services such as storage, handling and redelivery.

### 12. Damage to premises and time limit:

In the event that we damage your house or premises, you must note all damages on our worksheet/delivery note at the time. In addition you must confirm your complaint/s in writing within **7 (seven) days** from the date on which the alleged damage occurred. There will be no leniency in respect of this period. In the event of such damage being proven to be due to our negligence, our liability will be limited to **R 500.00 (Five Hundred Rand)** or we may arrange to have the damage repaired ourselves.

### 13. Time limits for claims:

- a. If any goods we moved is lost or damaged: You must notify us about a claim of loss or damage in writing at the same time you or your agent comes to collect any goods from us and you must notify us of any loss or damage to your goods in writing, within **7(seven) days** of the delivery date by us to their destination. The time limits are essential in both cases (collection or delivery).

### 14. Our right to hold items 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. 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 15 below.

### 15. Our right to sell the goods:

We have the right to notify you in writing to remove your goods from our custody and to pay all monies due to us within **28 (twenty eight) days** from the date on which the letter was served. Should you fail to pay all outstanding debts due to us within the aforementioned period, 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.

### 16. Disputes:

You may not defer payment or set off (deduct) any amount that is due to 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):

You will be liable for any charge, expense, damages or penalty that any third party claims against us in connection with any of your items or the services we provide to you, unless we

were negligent or we agreed in writing to pay the relevant amount. Claims by third parties may include, for example, parking charges during loading or off-loading, etc. that we may have to pay in order to deliver the agreed service/s.

### 18. Our right to sub-contract the work:

We may sub-contract some or all of the work to any other reputable organization. If we sub-contract any work, this contract will still apply to you and us. You agree to the written terms and conditions on any Bill of Lading, Consignment Note or similar document issued by any other carrier or organization chosen by us to be involved in the removal, and those 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 use reasonable efforts to send these to you where available. If no written terms and conditions for a particular sub-contractor are available, our own liability will still be limited as set out in clause 10 above.

### 19. 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.

### 20. Your forwarding address:

- a. If your goods are to be stored you must provide us with a forwarding address in writing and notify us, in writing, immediately if it changes. We will assume/consider that you have received all correspondence/letters or notices within **10 (ten) days** after posting it to the last forwarding address recorded by us. **Please supply us with an e-mail address where possible**.

### 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 advise us in writing within seven 7 days and specify the items that are not on the list or receipt. You will not be able to make a claim for any item not included on the list or receipt we supplied you with.

### 22. Storage contract:

- a. We charge for storage by calendar month. Our minimum charge is for one calendar month. If you wish to end this storage contract you should give us at least **14 (fourteen) working days'** written notice before you want us to release your consignment. However, we will release a consignment earlier if we can.
- b. Please note that storage charges will continue to apply during this notice period.

- c. Our removal charges exclude any charges for storage, warehouse handling and delivery into or from our store. We may charge extra for delivery into or from storage (if needed or involved), unless we clearly included these charges in the accepted quotation. If you arrange to deliver or collect a consignment yourself, you will be liable for any costs involved such as handling costs.

- d. Insofar as storage of goods are concerned, we reserve the right to give you at least **3 (three) months'** notice in writing of cancellation of such storage contract, regardless of whether or not your storage account is paid up to date.

### 23. Charges for handing over items to your agent:

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

### 24. Increases to storage charges:

- a. We review our storage charges from time to time and as such they may increase as we deem fit. In the event of such increase we will give you **28 (twenty eight) days'** written notice of same.

### 25. Accepting Liability:

- a. We strongly recommend that you insure your consignment against as many insurable risks of packing, moving, shipping and storage as possible.
- b. We may/can offer to accept full Liability only if you supply us with a detailed value declaration form, before we commence with the work and you pay us our Liability Acceptance Fee, in which case we are covered against such under our All Risks Goods in Transit Insurance policy. We will not accept **ANY** full Liability for any loss or damage if we do not have your completed value declaration form and you have paid our Liability Acceptance Fee.
- c. Any Liability accepted by us is subjected to our All Risk Goods in Transit policies terms and conditions as set out by the Insurance Company. These conditions are separate and not the same as these conditions of contract. A copy of these conditions is available upon request.
- d. You are free to insure your consignment with any insurance company of your choice.

Please sign below as a indication that you understand and accept our Trading conditions Clauses 10 to 25  
(RETURN THIS SIGNED DOCUMENT TO CAPE EXPRESS REMOVALS)

Quotation Reference No: \_\_\_\_\_

Client's Name: \_\_\_\_\_

Client's Signature: \_\_\_\_\_

Date: \_\_\_\_\_