

TERMS AND CONDITIONS OF CONTRACT

- The quotation is based on the rates of exchange, scales of wages, railway and shipping rates and charges ruling and/or in force at the date of the quotation. Any change in such scale or rates after the date of the quotation shall be recoverable by the company and payable by the customer in accordance with the terms and conditions for payment of all other monies payable by the customer pursuant to the provisions of this contract.
- The customer warrants as follows:
 - That the property to or from which goods are removed by the company is owned by the customer or that the customer has obtained prior to the commencement and carrying out of the work by the company all necessary permits and approvals and authorisations to enable the company's vehicles and/or employees to enter upon such property with or without vehicles for the purposes of carrying out the company's obligations hereunder and the customer hereby indemnifies the company in respect of any loss, claim or damage suffered, brought against or caused by the company in entering upon such property with or without vehicles.
 - That the goods to be removed, packed, transported and/or warehoused pursuant to the request of the customer in accordance with the provisions of this contract are owned by the customer or that the customer has full right, power and authority to procure such removal, packing, transportation, and/or warehousing by the company and that no other person, firm or corporation has any other lien or charge thereover or any power or authority to prevent the company from carrying out its obligations hereunder.
- The company will not accept for removal any goods or substance which is dangerous, explosive, corrosive or otherwise likely to cause damage, loss or injury to any person or property and the customer shall be liable for any such damage, loss or injury, or costs that may be incurred by the company or by any third party through the presence of any such goods or substance. If any such goods or substance is discovered by the Company it may at its discretion remove, sell, destroy or otherwise dispose of the same at the expense of the Owner, Consignor, Consignee or Shipper and it shall not be responsible or accountable for the value thereof.
- The company shall act as agents for the customer and/or the owner of the furniture and effects and may take any action which appears to be in the interests of the customer and/or owner for the protection of his goods and the costs of such action if taken shall be additional to the contract.
- Unless at the time the quotation is accepted the customer expressly requests the contractor to arrange insurance and pays the premium for such insurance prior to shipment the company will be under no liability for any damage to any goods either to the customer or to any third party save as expressly provided for in these conditions. In such case the goods shall be deemed to be at the owner's risk and the company will under no circumstances pay compensation if the goods are lost or damaged.
- The effects, furniture and goods, the subject of this contract, will be insured only if insurance is specifically requested by the customer in writing at the time the quotation is accepted. If such request for insurance is given by the customer to the company in writing the customer will simultaneously with the delivery of the written acceptance of the quotation to the company complete and sign the appropriate insurance proposal provided by the company and will make payment of the appropriate premium to the company together with payment of the contract price at the time and in the manner specified by this contract.
- Any insurance cover is issued subject to the following conditions, namely:
 - That such cover is specifically subject to the terms and conditions contained in the appropriate policy of insurance issued pursuant to the proposal signed by the customer and is limited to the amount specified therein.
 - The insurance cover will extend for the period commencing with the removal of the customer's goods from the place of origin to the delivery by the company to the destination specified on the quotation PROVIDED HOWEVER that in the event that the goods are placed in any store at the place of discharge or the place of destination such transit insurance ceases immediately the goods are placed in such store and special "in store insurance" must be arranged by the customer either direct with the insurance company as detailed on the policy or arranged with the company. It is the liability and obligation of the customer to arrange such "in store insurance" extension or any other additional insurance which may be required after the company's obligations cease in terms of this contract and the company will not be liable for any loss or damage to any of the customer's goods which shall be deemed to be at the owner's risk unless the customer shall have requested such "in store" or additional insurance and such proposal for "in store" or additional insurance has been accepted by the company and/or its insurers in writing.
- Insurance cover is subject to the conditions, inclusions and exclusions as set out in the company's "Transit Insurance Policy and Proposal" document.
- The quotation is based on the condition that there is a suitably practical road and approach for the vehicles and workmen of the company to the door of the building or other places to and from which the goods are to be removed and that the same are available to the vehicles of the company and if the goods are to be delivered to a building that they are to be delivered on the ground floor, otherwise an extra charge will be made.
 - The quotation is based on the condition that all doors and stairways are adequate to allow the work to be conveniently carried out but the company may at its discretion use any balcony, window and/or tackle and make an extra charge therefore and the customer will indemnify the company against all claims in respect thereof and also release the company from any liability for damage either to goods so handled or to the building or buildings to or from which such goods may be taken or delivered or to any pathway, drive, grounds or accessway leading to or serving such building or buildings.
 - The company will not under any circumstances be liable for damage to any driveway, road, kerb, crossing, path or accessway caused by any vehicle of the company in carrying out its obligations under the contract unless prior to collection or delivery of goods the company shall have received a written direction from the customer that any such path, road, kerb crossing, driveway or access is unsuitable and that such prior written notice shall have specifically directed the company not to cross any such path, driveway, kerb, road or accessway with vehicles. In the absence of any such specific written direction the customer shall have been deemed to have directed and authorised the company to cross such path, driveway, kerb, road or accessway with appropriate vehicles and the company shall under no circumstances be liable for any damage thereto or destruction thereof.
- The amount quoted covers the services set out in the quotation and does not include the following services or work but if such services or work are carried out all of the conditions of the contract apply thereto and an extra charge to cover such work will be payable. The services and work excluded are as follows:
 - Any customs duties, consular fees, municipal dues or other levies, duties, dues, charges or fines, payable to public or other authority, any storage or related charges or any premium for insurance unless such insurance is expressly stipulated and referred to in the signed acceptance.
 - The taking down or putting up of fixtures, gas, electric or other fittings or blinds or lifting or laying of carpets, linoleums or other floor coverings, dismantling or installing or reassembling any refrigerators, washing machines or similar equipment and the removal and re-erecting of any television aerial.
- When a quotation is for specific items and/or a specific quantity and additional goods are removed, transported or warehoused an extra charge to be fixed by the company will be made and all these conditions will apply to such additional goods.
- Removal charges are payable prior to collection of goods at origin unless at the absolute discretion of the company arrangements to the contrary have been made with the customer in writing prior to the collection of such goods. Payment will include the whole of the quoted amount covering charges for packing, transportation, delivery and insurance premiums if any.
- It is the responsibility of the customer to see that no article required to be removed is left behind, that no goods or fixtures are taken away in error and that articles left in unoccupied premises are protected. The company accepts no liability in respect of any such matter and the customer shall indemnify the company against all claims in respect thereof.
- The company's liability shall be that of a forwarding agent. The company shall not be liable for any loss of, damage to or failure to produce any goods under removal caused by any delay in transit by rail, sea or air, by any strike, labour trouble, riot, civil commotion, war, invasion, Act of God, flood, stress of weather or by moths, borer, vermin, white ants, termites and other insects, damp, mildew, rot, rust, burglary, housebreaking, storm, tempest or explosion or any act of third party or cause beyond the control of the company nor for any consequential loss. Under no circumstances shall the company be responsible for compensating the customer for any loss or damage which the customer may suffer arising from the loss of value of any goods as a result of repair, replacement or loss of use or any costs which the customer may incur in obtaining either permanently or temporarily the use or enjoyment of substitute goods, any loss of profit or any other consequential loss whatsoever arising from delays in delivery, loss of or damage to or failure to produce goods for any cause whatsoever.
- The company may arrange with any other contractor, railway, steamship, airline, dock or transport company or authority to carry out all or any part of the work and the terms of all bills of lading, consignment notes and other documents issued by such other parties may be accepted by the company as agents for the customer and shall be deemed to form part of this contract. The company shall transfer to the customer at the customer's expense the benefit of such rights (if any) as the company may have against such other parties in respect of the customer's property.
- This contract is subject to all the conditions, stipulations and exceptions expressed in any regulation, Bill of Lading, Consignment Note or contract of any Railway, Shipping Company, Airway or other Carrier under which the goods are carried and to the charges levied by such Railway Shipping Company, Airway or other carrier in force at the time and to all alterations to any of these conditions, stipulations, exceptions, or to the charges levied by any Railway, Shipping Company, Airway or other Carrier before the work in the terms of this contract has been physically completed.
- This contract is made on the understanding that it is carried out in ordinary working hours and a charge will be made to cover any extra cost due to delay on the part of the owner, consignor or consignee of the goods.
- All charges for warehousing and storage are due and payable quarterly in advance with a proportionate adjustment for a broken period and all additional and related charges (if any) are payable with the next instalment for warehousing after the same are incurred. The company shall be entitled to charge interest calculated at the current bank rate in respect of all accounts more than thirty (30) days overdue.
- If any rent, removal charges or other amount due to the company in respect of any goods warehoused by the company is not paid within three calendar months after the same shall have become due the company may give notice to the customer of his intention to sell such goods in the manner provided by these conditions for the giving of notice. If all amounts due to the company are not paid within fourteen days after the giving or publication of such notice the company may examine the goods (and if necessary break open any container) and sell them or any part thereof at public auction for that purpose place the sale and all matters relating thereto for any act or omission of such auctioneer and the company may apply the proceeds of sale in or towards payment of the expenses thereof and the amount owing to the company in respect of such goods by the customer and any balance shall be payable to the customer. The provisions of this clause shall be read and construed subject to the provisions of and law governing the contract relating to Warehousemen's Liens which law shall in all respects have full force and effect.
- All property received by the company will be subject to a general lien for all moneys owing to or liabilities incurred by the company and the delivery or sale of part thereof shall not affect such lien in respect of the remainder. In respect of any period during which a lien is being asserted, the company shall be entitled to charge rent and other expenses incurred and all these conditions shall apply and the company shall not be required to deliver possession of the goods or any part of them to the customer so long as any sum of money remains owing by the customer to the company pursuant to the provisions of this contract.
- Any increase in the price of storage during the time the goods are in warehouse shall be payable by the customer upon notice thereof being served on the customer in manner provided by these conditions and the contract shall thereupon be deemed to be varied accordingly.
- Any notice or other communications to be given or served upon the customer including any receipt or inventory may be given or served to or upon the customer personally or by ordinary prepaid post addressed to the customer at the last address of the customer known to the company and if posted shall be deemed to have been received by the customer on the seventh day following the day on which it shall have been posted.
- The company shall not be bound to deliver any goods except to the customer or to a person authorised by the customer in writing to receive the goods and the company shall not be bound to deliver any goods from the warehouse without:
 - The written order of the customer or his attorney; and
 - Payment of all amounts owing in respect of such goods.
- It is hereby expressly declared that it shall be a condition precedent to any right of the customer to claim against the company or any right of action or suit in respect hereof that all moneys payable by the customer have been paid in accordance with these conditions.
- If the goods are delayed en route by reason of any default or wrong declaration or for any other reason 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 company shall be at liberty to unload them into his own or any other storing place. Delivery at any such storing place shall be deemed to be delivery in accordance with the contract. The company shall have lien on such goods for all storage and other charges incurred up to the time that the customer shall have taken delivery of such goods.
- No agent or person employed by the company shall have any authority to alter, waive or qualify in any way these terms and conditions and any such purported alteration, waiver or qualification shall be of no legal effect.