



#### **REMOVAL, STORAGE Terms and conditions**

**D LH Removals (Pty) Ltd., Registration number: 2014/055176/07**

**Unit 6, Pelican Park, Esso Road, Montague Gardens.**

**Terms and Conditions which all our work for DLH Removals (PTY) LTD is covered.**

**These conditions explain obligations, responsibilities and rights and those of DLH Removals for the removal and storage services.**

**It is your obligation to read these terms and conditions and that it is understood as ALL work carried out on behalf of DLH Removals.**

### **1) Our quotation**

- a) We provide all our quotations free of charge.
- b) Quotation is based on list provided and excludes insurance, customs duties, cargo duties and any other legal or government fees we must pay in connection with this contract.
- c) Extra charges will be incurred if:
- You do not accept our quotation within 30 working days for date of quotation.
  - Any delays are caused at the collection or delivery point.
  - Costs can increase due to the change in the exchange rate between the rand and Any relevant foreign currency;
  - Delays that we have no control over;
  - If we pack, remove or store extra items that were not included on any original lists and not in our quotation; or you request that we must do any extra work that was not in our original quotation.
- d) Unless you wrote to tell us about any of the following before we quoted, and we included the charges in our quotation, you also agree to pay any extra charges if:
- The work to be carried out on a Saturday, Sunday or public holiday at your request.
  - The stairs, lift or doorway is inadequate for free movement or structural alteration or the approach, road or driveway to the property is unsuitable for any vehicle used or not within 20 meters from door and extra carry or shuttle will be needed to ensure that we can carry our work.
  - collect or deliver above a second storey floor

### **2) Work not included in our quotation**

- a) Unless agreed by DLH Removals the following will not be carried out unless agreed in writing:
- take down curtains or blinds;
  - dismantle or assemble any furniture or fittings by using normal tools
  - disconnect or reconnect appliances, i.e.: washing machines etc.
  - lay floor coverings, such as wall-to-wall carpets; or
  - move or store any items we exclude in terms of clause 5 below

### **3) Route mode of transport, packing and warehousing**

- a) Any route may be traveled for collection or for delivery.
- b) Any type of packing and transport may be used, unless specific materials were agreed to in writing.
- c) We might need to 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

### **4) Goods not to be submitted for removal or storage**

- a) Unless previously agreed in writing by a director or other authorized company representative the following items are excluded from our liability and must not be submitted for removal or storage and will under no circumstances be moved or stored by us.
- Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, fuels, paints, firearms and ammunitions
  - valuable item, such as any item of jewellery, watch, precious stone, money, stamp collection, title deed, share certificate, or any similar item or collection;
  - Goods that is likely to encourage vermin or other pests or to cause infestation or contamination.
  - Machinery, plants or flowers, including pot plants that is too large or too heavy to be moved by a team of removal men;
  - Any partly used liquid or any food or drink from the fridge or freezer.
  - We are not responsible for any loss or damage you suffer in connection with any of the items excluded in this clause, unless the occurrence of such loss or damages can be attributed to any circumstances beyond our reasonable control.

### **5) Payment**

Unless otherwise agreed to BY DLH Removals

- a) Payment as follow
- electronic Transfer with enough time to clear and reflect in our account
- b) you must pay for the following services if provided,
- removal local before we start any work,
  - storage first month at collection of goods thereafter invoice will be issued pro-rata
- c) We have the right to hold or sell or dispose items as security, subsequent to following due legal process, if there is any outstanding payment as agreed in the contract and terms and conditions.
- d) While we wait for payment, you are responsible for storage charges and other costs, and these conditions continue to apply.
- e) 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 the work we do; this means that under certain circumstances, we may sell your items in our warehouse to recover your debts to us, subsequent to following due legal process.
- f) If we have to instruct our attorneys to recover any amount you owe to us, you will have to pay all legal costs including commission, tracing fees and any other expenses, on the scale as determined by the court of law or tribunal where the matter will be adjudicated.

### **6) Ownership of the goods**

- a) By entering into this agreement you guarantee that
- The goods to be removed and stored are your own property, or the goods are your property free of any legal charge.
  - You have full authority of the owner or anyone have a legal interest in them to enter into this agreement and you have made the owner fully aware of these terms and conditions prior to entering into this agreement and that they have agreed to them.
- b) You will provide full indemnity (promise to protect) us against any damage, cost or claim if any warranty is not true, unless the information that the warranty is not true were within or should have been within our reasonable control.

### **7) Disputes**

If there is any dispute arising from the agreement you may not withhold any payment, You may not set off/or deduct any amount you owe us if you think you have any claims against us, unless the amount outstanding by us has been proven and quantified during a formal court proceeding.

### **8) We have the right to sub-contract the work**

- a) We reserve the right to sub-contract some or all of the work to any other organization.
- b) If we sub-contract any work, this agreement and conditions will still apply.
- c) You may request a copy of the terms and conditions of any of our sub-contractors involved in our contract with you

### **9) Our liability for loss or damage**

- a) In the event that any sub-contractor lose, damage or do not deliver your items, we will not accept liability in the instance if such loss or damage can be attributed to any circumstances beyond our reasonable control.
- b) We are not liable for loss or damage resulting from any:
- 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, chips, dents and scratches or any glass not professionally wrapped;
  - Atmospheric or climatic change;
  - Discolouration, such as any change of colour, fading, stain, and so on;
  - 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, if the circumstances leading to such indirect (consequential) loss can be attributed to any event beyond our reasonable control.
- 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;
  - item packed by you;
  - item left inside a cupboard or other furniture;
  - item left in a deep freeze or fridge;
  - key left in furniture;
  - item delivered to or received from an auctioneer, auction room, communal (shared) storage area, or other similar business or area; or
  - item received by or from someone else.
- d) We do not move frozen items.

## 10) Claims against us by third parties (people other than you and us)

- a) You must pay 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.
- b) Claims by third parties include, for example, parking charges that we may have to Pay to do the work.

## 11) Postponement, Cancellation or waiting charges

- a) If you postpone or cancel we may charge you a fee according to how much notice is given. b) We charge a reasonable deposit for any advance booking of our services.
- c) We will not charge a cancellation fee if you cannot proceed with a removal or accept a delivery because the customer or the person whose items are being moved has died or been hospitalized.

## 12) Your responsibilities

- a) You are completely responsible for all the following:
- You need to be present at all time at collection and delivery of goods
  - make a proper inspection of the property to ensure that nothing is taken away or left behind by mistake;
  - Ensure that our boxes or other items loaned to you by us remain in good condition
  - Paying for any document or permission needed for the move to be completed, such as a visa;
  - Ensure that any final payments to us are made on time
  - disconnect and properly defrost any appliance or equipment before it is removed;
  - arranging and paying for any parking we need to do the work;
  - locking away any valuables such as money, jewellery or handbags, and so on;
  - Advise the removal crew if you would like fragile items which we have packed to be unpacked at the delivery address to the nearest surface by us additional charge for this service.
  - Where we provide you with inventories, receipt, waybills, job sheets or other relevant documents you will ensure that they are signed by you or your authorized representative as confirmation of collection or delivery of the goods.
  - Ensure that adequate parking is available at collection and deliver address for our vehicles and any parking charges, fines or fees will be to your account.
- b) We are not liable for any loss, damage or extra charges because of anything listed in this clause, unless the occurrence of such loss, damage or extra charges can be attributed to any circumstances beyond our reasonable control. As we are not responsible for lost keys, please ensure you have a spare key available at all times.
- c) You must give us a forwarding address in writing and notify us immediately if it changes, also in writing.
- d) We may assume that you have received any letter or notice 10 days after we post It to the last forwarding address you gave to us.

## 13) Delays in transit

- a) Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit, if the occurrence of such delay can be attributed to circumstances beyond our business reasonable control.
- b) If through no fault of ours we are unable to deliver your goods, we will take them into store. The agreement will then be fulfilled and any additional service including storage and re-delivery will be at your expense.

## 14) List of goods or receipt (inventory)

- a) Where we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within 7 days of the date of delivery, by notifying us of any errors or omissions.
- b) You may not make a claim for any item not on the list or receipt we gave you.

## 15) The law that applies to this contract

This contract is subject to the laws of South Africa

## 16) Insurance

- a) We recommend that you insure your consignment against any risks such as packing, moving and the storage if possible.
- b) Insure items for their full replacement value at your destination.
- c) Any insurance arranged by us is a separate contract between you and our sub contractor and there insurance company
- d) You are free to take out insurance with any insurance company of your choice

## 17) Time limits for other claims

- a) If you or your authorized representatives (sub contractor) collect the goods, you must notify

in writing of any damage before they load the item(s) in question and also notify in writing of any loss before the agent leaves the premises or the hand over at the delivery of such items.

- b) We will not be liable for any visible loss or damage to property or premises unless it is pointed out to our staff and noted by you on the contract (documents) before our staff leaves the premises. Any claims for loss or damage must be made to us in writing within 7 (seven) days of delivery of goods at destination.

## 18) Damage to premises and time limit

- a) Because third party contractors or other are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage, therefore our liability is limited as follow:
- Any visible damage to your property, it must be noted on our worksheet at the time.
  - You must also write to us by registered mail, or other recognised form of communication where receipt of correspondence can be presented including email, within 7 days to confirm the damage and the seven day time limit is essential.
  - We may arrange to repair any damage ourselves, and you must give us the chance to do so within a reasonable period of time.

## 19) Our right to sell the goods without any notice to you or anyone (lien)

- a) "Lien" is the legal right of the remover to hold goods until the customer has paid all outstanding charges. We have the right to ultimately dispose of some or all of the goods, subsequent to following due legal process, if you fail to pay us charges and any other payments due under this or any other Agreement:
- Demanding that you remove your items and pay us all the money you owe us; and
  - giving notice that we will sell your items if you do not remove them and pay us.
- b) If you do not pay us all the money you owe us within 30 days of giving us notice (as per above) we may sell or dispose of any items without further notice, subsequent to following due legal process
- c) We will charge you for the cost of selling or disposing of any of your items.
- d) We will pay you anything left over after deducting the money you owe us, without interest.

## 20) Storage contract

- a) Storage refers to goods stored in our storage and self-storage facility.
- b) Storage charge is by calendar month payable in advance. Our min charge is for one calendar month.
- c) To end this storage contract, you should write to us at least 15 working days' notice before you want us to release your consignment. However, we will release a consignment earlier if we can. No month end deliveries from our store.
- d) You will owe us storage charges until the end of the calendar month in which your 15 working days' notice to us ends, or in which we release your consignment, whichever is later.
- e) Our removal charges exclude any charges for storage, warehouse handling and Delivery into or from our store. Handling fee of R350.00 per hour will be charged.
- f) We may charge extra for delivery into or from storage (if needed or involved), Unless we clearly included these charges in our quotation.
- g) If you arrange to deliver or collect a consignment, we will charge you for any work Done by us 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 full calendar months' notice in writing.

## 21) 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 apply.
- b) We may charge you for handing your items over to your agent.
- c) Our responsibility for any item ends when we hand it over to your agent.

## 22) Increases to storage charges

- a) We review our storage charges from time to time.
- b) We will give you 30 days' written notice if we increase our storage charge.

## I have read, understand, and agree to all of the above conditions

CLIENT SIGNATURE \_\_\_\_\_ PRINT

NAME \_\_\_\_\_ DATE \_\_\_\_\_