

TERMS AND CONDITIONS GOVERNING THE AGREEMENT BETWEEN AMAZING TRANSPORT & WAREHOUSING ("the Contractor") AND THE CLIENT ("the Client")

1. This quotation is open for acceptance within 14 days, provided that the quote shall lapse in the event that if by the time of purported acceptance, the Contractor is no longer able to render the services offered.
2. Unless otherwise agreed to in writing, the Contractor will not dismantle or assemble any furniture, fittings or fittings, take down or put up curtaining/blinds, disconnect or reconnect appliances, fittings or equipment, remove or lay any fitted floor coverings, and no allowance for this has been made for in the quote.

CHARGES AND PAYMENT

3. Unless otherwise stated in writing, all payments shall be made without deduction or set off of any nature, by the Client to the Contractor, as follows:
 - 3.1 for storage, monthly in advance by the date stipulated
 - 3.2 for removals and related services, a deposit of 50 (fifty) % of the gross charge on acceptance of the quotation, with the balance to be paid no later than 5 (five) business days prior to the removal date.
4. The Contractor's quotation is based on removal of goods by conventional means only. The Contractor reserves its rights to amend and/or increase charges where, in the sole opinion of the Contractor, there are abnormal or other circumstances existing at the time of removal, including but not limited to delays caused by the Client and restricted access, which necessitate such amendment or increase.
5. Should payment for removals, or collections for storage, not be made in terms of this agreement, the Contractor shall have no liability to remove and/or collect the Client's goods.
6. Where goods are to be delivered for storage, all storage charges are to be timeously paid by the Client prior to delivery, unless otherwise agreed to in writing by the Contractor.
7. A deposit equal to the first month's storage charge shall be paid together with the first month's storage charge.
8. Storage charges are exclusive of removing, packing/stacking and un-stacking. Receiving and handling charges, and release and handling charges will be levied to the Client in addition to storage charges based on, inter alia, volume, nature and complexity of the goods. The minimum handling charge in and out of storage is R1 850.00 each. Access to goods in storage has to be arranged reasonably in advance with the Contractor. The Contractor reserves the right to levy a charge in regard to any access which is outside the ordinary course of the Contractor's business.
9. Unless otherwise stated in writing, the Contractor shall be entitled to increase the storage charges upon 1 (one) month's written notice to the Client.
10. Storage charges, together with any other storage related charges, shall be paid prior to the date of storage and/or collection/redelivery dates, as the case may be.

CLIENT'S OBLIGATIONS

11. The Client warrants to the Contractor that all goods intended for removal and/or storage are owned by the Client and/or that the Client is lawfully authorised to enter into this agreement and have such goods removed, delivered, stored or dealt with by the Contractor as contemplated herein. The Client indemnifies the Contractor against all or any claims of whatsoever nature that may be made against it by any party disputing such warranties.
12. The Client assumes full responsibility for ensuring that all goods which are to be removed are in fact removed, or that no goods are removed in error. The Client shall have no claim of whatsoever nature against the Contractor in respect hereof should goods be left behind or removed in error. The Contractor shall, within its sole discretion, be entitled to pack or re-pack any goods which are not suitable for carriage in the condition tendered by the Client, and be entitled to levy a charge in regard thereto.
13. The Client shall at all times be responsible for keys and other access devices and the Contractor shall not be liable for any loss or damage/s in regard thereto.
14. The Client acknowledges that it is aware that the Contractor will allocate a vehicle/s and resources in order to execute its obligations arising from this agreement and that in the event of the Client cancelling or attempting to amend this agreement in any way in breach of its obligations, the Contractor will suffer damages arising therefrom, including loss of profits, all of which damages the Client undertakes to be liable for. The Client shall be liable for 25% of the contract price if cancellation is between 4 to 7 days from date of service, 50% if cancellation is between 2 to 3 days from date of service and 75% if cancellation is 48 hours or less from date of service.
15. The Client shall be obliged to notify the Contractor in writing of any alleged loss or damage (including a detailed description of goods lost/damaged, the damage and estimate value of the loss/damage) as follows:
 - 15.1 immediately upon delivery to the Contractor's supervisor on site if possible; or
 - 15.2 within 3 (three) days after completion of removal/delivery/storage.Failure by the Client to comply with the above procedure in all respects shall operate as a bar against the Client making any claim against the Contractor, it being agreed that time is of the essence.
16. Unless the Client notifies the Contractor in writing to the contrary, the Contractor shall be entitled to assume that its vehicles may enter upon the Client's property without restriction in order to gain access to the goods, and the Contractor shall not be liable in any way whatsoever for any loss or damage/s to any driveways, paths, gates, fences, underground water or sewerage services, overhead wires or to any similar things. Should the Contractor have restricted access in order to fulfil its obligations, the Contractor shall be entitled to levy an additional charge in regard thereto.

STORAGE-GENERAL PROVISIONS

17. Unless otherwise agreed in writing, the periods of storage shall be on a monthly basis. Should the Contractor or the Client wish to terminate the storage period, they shall be required to give each other at least 1 (one) month's written notice prior to the expiry of the relevant month, of its intention to do so, failing which the storage period shall continue indefinitely on a month-to-month basis. If goods are removed from storage within the first 10 (ten) days of a storage month the monthly storage charge shall be pro rated to the number of days of actual storage in that month. If goods are removed after 10 (ten) days in a storage month, the Client shall be liable for the full monthly storage charge.

18. In the event of the Client being indebted to the Contractor for a period of more than 3 (three) months despite lawful written demand having been made, the Client authorises the Contractor and appoints it as its agent in rem suam with full power of substitution and authority to sell and pass ownership of the goods to such persons and at such prices as the Contractor deems fit, and to utilise such proceeds to set off any amounts of whatsoever nature that may then be owing by the Client to the Contractor, including all costs relating to the sale.
19. The Contractor shall, within its sole discretion, be entitled to pack or re-pack any goods which are not suitable for storage in the condition tendered by the Client, and be entitled to levy a charge in regard thereto.

CONTRACTOR'S RIGHTS, OBLIGATIONS AND EXCLUSIONS OF LIABILITY

20. The Contractor shall use its best endeavours to complete the removal by the time stipulated, but shall not be liable for any delays arising from weather conditions, vehicle/mechanical failures, labour or any other cause beyond the control of the Contractor.
21. The Contractor shall be entitled within its sole discretion to sub contract removals to any third party, and after delivery, the Client shall have no claim of any nature against such third party.
22. The Contractor shall be entitled within its sole discretion to transfer all or part of the goods in storage to such other place of storage as the Contractor may decide.
23. The Contractor shall have the right to pay all amounts that may be owing to any carrier, storage facility, agent or any other party in respect of a Client's goods, and thereafter have a lien against all of the Client's goods until such time as the Client has refunded the Contractor in full.
24. The Contractor does not handle any goods that are combustible, explosive or in any manner dangerous and the Contractor shall not be liable in any way whatsoever for any claims of whatsoever nature arising from damage/s caused by such goods.
25. The Contractor shall not be liable in any way whatsoever for loss or damage of whatsoever nature and howsoever caused to or for any goods contained in any drawer, wardrobe, cabinet, case or in any other form of packaging being removed and/or transported and/or stored by the Contractor, or for any item not included in any required inventory. The Contractor shall in all circumstances not be liable for the Client's keys, including any loss or damage thereto.
26. The Contractor shall not be liable in any way whatsoever for loss or damage of whatsoever nature and howsoever caused to any jewellery or valuables unless the same has been given to the Contractor's supervisor on duty under safe seal, and proof to the satisfaction of the Contractor of the value thereof has been received by the Contractor at least 3 days prior to the intended removal, storage or packaging date, as the case may be.
27. While the Contractor shall use its best endeavours in exercising care to prevent damage to goods, including but not limited to breakables, mirrors, glass, glassware, statues, instruments, mechanical and electrical appliances and the like, furniture, bedding and clothing, the Client acknowledges that the goods are susceptible to damage without negligence, and the Contractor shall in no way whatsoever be liable for any loss or damage/s to such goods, howsoever arising, which goods are handled solely at the Client's risk.
28. In all circumstances where the Contractor may be liable for loss or damage/s, by admission or court order, the Contractor shall have the election, at its sole discretion, to either repair, replace or compensate for such loss or damage/s. The Contractor's liability shall in all events be limited to R1 000.00 per item.
29. The Contractor shall in no way be liable for any loss or damage/s of whatsoever nature the cause of which arose after delivery or release from storage.
30. The Contractor shall not be liable in any way whatsoever for loss or damage of whatsoever nature the cause of which was as a result of moths, mildew, deterioration, fire, theft, acts of God or from any other event beyond the control of the Contractor.
31. The Contractor shall not be liable in any way whatsoever for loss or damage of whatsoever nature and howsoever caused to any goods, in transit, storage or otherwise, which have been packed by the Client or by any party other than by the Contractor or its authorised agents.

GENERAL

32. These terms and conditions, as read with the Quote to which they are attached, constitute the entire recordal of the agreement between the parties, which may not be amended, varied or cancelled unless the same is reduced to writing and signed by both parties.
33. The person signing this agreement, by his signature, warrants that he is duly authorised to enter into this agreement on behalf of the owner of the goods.
34. The parties agree and consent that any legal proceedings which the Contractor may institute against the Client may be instituted in any Magistrates Court ordinarily having jurisdiction notwithstanding that the amount claimed may otherwise exceed the jurisdiction of such Court.
35. The Client chooses as its domicile citandi et executandi the Delivery Address on the Quote as the address at which the Client will accept service of all notices and processes (legal or otherwise) from the Contractor in respect of all matters arising from this agreement. The Client may only change such address by written notice to the Contractor. Notices or processes sent by prepaid registered mail to that address shall be deemed to have been received on the 3rd business day after the post date.
36. A certificate by any member or manager of the Contractor, whose capacity it is not necessary to prove, stating the amount of the Client's indebtedness to the Contractor at any time shall constitute prima facie proof of the quantum of such indebtedness and of the fact that the amount stated therein is due, owing and payable.
37. The Client shall be liable for all legal costs and charges on the attorney and own client scale, or on the highest permissible scale, should the Contractor take any legal action to enforce its rights in terms of this agreement against the Client, whether or not legal proceedings are instituted.