

A.A. Van Lines cc

CK: 1998/25555/23

VAT NO: 4250174671

TERMS AND CONDITIONS



CONDITIONS UPON WHICH GOODS ARE REMOVED, PACKED, AND STORED BY A.A. VAN LINES AND INSURED BY AN INSURANCE COMPANY APPOINTED:

This Contract explains your rights and responsibilities of A.A. Van Lines. When we use the word 'YOU' it means the customer. When we use the word 'US' we mean A.A. Van Lines. These conditions can only be changed by written agreement between us. Our liability for loss or damage is limited to a maximum payment of R300, 00. For this reason we have offered insurance in our quotation. The insurance conditions are separate from our Conditions of Contract.

1. OUR QUOTATION IS BASED ON REMOVAL, PACKING, INSURANCE, STORAGE AND REDELIVERY SHOWN SEPARATELY FOR EACH.

We may change the quotation if:

- (a) You do not accept within 30 days.
- (b) Extra goods are removed or stored which were not listed.
- (c) We have to collect or deliver above second floor.
- (d) We supply extra services at your request.
- (e) Delays outside our control.
- (f) The road or access is unsuitable for our vehicles.

IN ALL THE ABOVE CIRCUMSTANCES YOU AGREE TO PAY EXTRA CHARGES.

2. WORK NOT INCLUDED IN THE QUOTATION

- (a) Dismantle or assemble furniture.
- (b) Taking down curtains.
- (c) Disconnect or reconnect appliances.
- (d) Heavy pot plants or items that cannot be lifted by 3 crew members will automatically be excluded from the quote.

3. YOUR RESPONSIBILITY DURING REMOVALS

- (a) Ensure that nothing is taken in error or left behind.
- (b) Take responsibility for security of your goods at departure and destination points by being present or someone represent you.

(C) Stabilise appliances.

4. OWNERSHIP OF THE GOODS

By entering into this contract you warrant that:

- (a) The goods to be removed are your own property.
- (b) You will indemnify us in respect of any damages and/or costs against us if this warranty is not true.

5. WHAT IS EXCLUDED FROM THIS CONTRACT

- (a) Transport or storage of jewellery, watches, precious stones, money, securities, firearms, keys, collections of any sort and explosive items.
- (b) Refrigerated or frozen food.

6. CANCELLATION

- (a) If you cancel or postpone your removal, we may charge 50% of the removal to cover our expenses.

7. PAYING FOR THE REMOVAL

- (a) You must pay our charges in cash or by Bank cheque 10 days in advance or if paid by a Company an approved Order from the Company will be required before the removal takes place.
- (b) You may not withhold any payment due to us, due to any claim made against us or sub contractor.

8. WE SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO

- (a) Loss or damage while goods are in store and no All-risk insurance has been requested.
- (b) Wear, tear, leakage, climatic change, moths or rodents.
- (c) Any goods not packed by us.
- (d) Items left inside cupboards and other furniture.
- (e) Plants.
- (f) Fixtures, fittings, doors or property as a result of difficult access.

9. DELAYS IN TRANSIT

If through no fault of ours we are unable to deliver your goods you will incur additional charges for storage and redelivery.

10. THE LIMITS FOR CLAIMS (IF YOU HAVE REQUESTED ALL-RISK INSURANCE)

You to notify us in writing WITHIN SEVEN DAYS OF DELIVERY OF GOODS. Time limits are essential to this contract. This policy does not cover scratching, chipping or denting.

11. OUR RIGHT TO HOLD GOODS

We have a legal right to withhold some or all the goods until you have paid all charges under this contract. You will be liable to pay storage charges and costs incurred while we are withholding your goods.

12. OUR RIGHT TO SELL THE GOODS

On giving you 28 days notice, we are entitled to require you to move your goods from us and pay all monies due to us. If you fail to pay debts due to us, we are entitled to sell or dispose of some or all the goods without further notice. If we cannot get hold of you either telephonically or by e-mail, we have the right to dispose or sell your goods. The net proceeds will be credited to your account or to compensate towards your account.

13. CLAIMS AGAINST US BY THIRD PARTIES (PEOPLE OTHER THAN YOU OR US)

You will have to pay any charges, expenses, damages or penalties claimed against us in respect of the goods, unless you could prove that we were negligent. These include parking fines that we may have to pay to do the work.

14. OUR RIGHT TO SUB CONTRACT THE WORK

- (a) We may sub contract part or the total load to any other organisation.
- (b) This contract will still apply to 'YOU' and 'US'.

15. WHERE THE LAW APPLIES

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 made.

If no insurance is taken on the removal (packing & storage), the entire move will be done at your own risk.

16. LIST OF GOODS (INVENTORY)

If a list of goods or receipt for them is given, it will be final unless you specify on the inventory of items missing. You may not make a claim for an item not on our inventory.

17. PAYMENT OF STORAGE CHARGES

All charges must be paid in full before the goods may be redelivered or taken out of the store.

18. REVISION OF STORAGE CHARGES

We review our storage charges periodically. You will be given 28 days notice of any increases.

19. IF YOU WISH TO END STORAGE CONTRACT

- (a) 14 working days written notice.
- (b) If you wish to make own arrangements to collect goods, a handling fee of R350.00 will be charged. Our liability will cease upon handing over the goods.

20. INSURANCE

You are strongly advised to insure your goods against All-risks or In-transit Insurance during removal and storage for the full replacement value. We can arrange cover with our insurance company on your behalf, only on receipt of a completed insurance Proposal from prior to commencing the removal. The insurance cover is not effective until the premium is paid. In case of Company or Government paid removals, 30 days is allowed to collect premium. If not received, premium will automatically be cancelled.

**NB: INTEREST ON OUTSTANDING ACCOUNTS WILL BE
ADDED AT THE PRIME INTEREST RATE AS
DETERMINED BY ABSA BANK AT THAT STAGE AND
TIME OF THE OUTSTANDING ACCOUNT.**

MEMBER C.G MOORE