

Terms and Conditions

Mario's Movers — Terms and Conditions

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Terms and Conditions

1) Introduction

a) 'We', 'us' or 'our' means Mario's Micro Movers CC, trading as Mario's Movers. Our postal address is PO Box 1571,

Parow, 7499.

b) 'You' or 'your' means the customer.

c) This contract explains both your rights and responsibilities and ours.

d) This contract (or a quotation) can only be changed by written agreement between you and us. One of our

directors must sign any change for it to be valid.

e) Moving and storing items is risky. Please pay special attention to clause 10. Our liability for loss or damage

is limited. This means we are not responsible for all losses or damages you might suffer.

f) Because our liability is limited for these risks, we do not offer insurance and we indemnify ourselves against

loss or damage for items being removed or stored.

g) Insurance is a separate contract between you and the insurance company and those conditions of insurance are

separate from these conditions.

2) Our quotation

a) Our quotation depends on enough of our staff and equipment being available on the day you want us to do the work.

We will confirm this availability for the date requested, or state the next business day on which we can confirm their

availability, in writing, within seven days of you accepting our quotation.

b) Our quotation does not include insurance, customs duties, cargo dues and any other legal or government

fees we must pay in connection with this contract.

c) You agree to pay extra charges if:

- you do not accept our quotation within 28 days and we change our quotation;
- you cause any delay to the work;
- our costs increase because any tax, freight or foreign agent's charges go up;
- our costs increase because of a change in the exchange rate between the Rand and any relevant foreign

currency;

- there is any delay that we have no control over;
- we pack, remove or store extra items that were not included in our quotation, or
- you ask us to do any extra work that was not included in our quotation.

d) Unless you wrote to tell us about any of the following before we quote and we included the charges in our

quotation, you also agree to pay any extra charges if:

- we have to collect or deliver above a second story floor,
- any stairway, lift or door is too small or narrow for easy delivery,

- the road or approach is unsuitable for our vehicles; or
- you want us to pack, remove or deliver items on a weekend or public holiday.

3) Work not included in our quotations

a) We will not do the following unless we agree to it in writing:

- dismantle or assemble any furniture or fittings, except for normal beds that can easily be dismantled using

normal tool,

- take down curtains or blinds;
- disconnect or reconnect appliances, fittings or equipment, such as stoves and washing machines;
- 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.

b) We may choose any type of packing and transport, unless we agreed to something specific in writing.

c) We may use other space or capacity on our vehicles or in shipping containers for other customers' items,

unless our written quotation says that we will not do this.

d) We may unload and reload your items from or into a vehicle or shipping container.

e) We may store items in any of our or our agents' warehouses.

5) Your responsibilities

a) You are solely responsible for all the following:

- making sure that nothing is taken away or left behind by mistake,
- getting and paying for any document or permission needed for the move to be completed, such as a visa,
- arranging for security for your items when they are collected and delivered, by being there yourself, or by

arranging someone else to be there for you;

- properly preparing 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;
- inspecting or arranging for someone to inspect any items delivered to us by someone else on your behalf,

and

- your house keys or other means of access.

b) We are not liable for any loss, damage or extra charges because of anything listed in this clause. We are never responsible for lost keys.

6) Ownership of the goods (items)

a) You warrant (promise) that:

- you own everything that you have asked us to remove, or
- you have permission from the owner to remove any item that is not yours.

b) You indemnify (promise to protect) us against any damage, cost or claim if any warranty is not true.

7) What is excluded from this contract

a) This contract specifically excludes any:

- valuable item, such as any item of jewellery, watch, precious stone, money, stamp collection, title deed, share

certificate, or any similar item or collection;

- animal or its cage or tank, including any pet, bird or fish;
- plant or flowers, including pot plants and dried flower arrangements;
- abnormal item, for example, an item that is too large or too heavy to be moved by a team of removal men

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 throw away, discard or

destroy without telling you:

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

c) We are not responsible for any loss or damage you suffer in connection with any of the items excluded in this clause.

8) Cancellation or postponement

a) We may charge a reasonable deposit for any advance booking of our services.

b) We may charge you a reasonable amount to cover our expenses or loss of income if you delay or cancel

any work you asked us to do for you.

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 has been hospitalized.

9) Payment of our charges

a) You must pay our charges in cash, bank guaranteed cheque or electronic fund transfer ("EFT").

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

- direct removals: before removal starts;
- storage : on the first business day of each month;
- delivery: before we deliver;
- international moves: before we start packing or removal; or
- any other services: before or at the same time we perform the service.

c) If you pay any amount you owe us late, we may charge you interest, as governed (ruled) by The National

Credit Regulator under the Usury Act, 1968, (Act No 73 of 1968), follows:

- for transactions with values not exceeding R10 000 the interest limit is determined as follows: Current ruling

South African Repo Rate + 1/3 thereof + 11 percentage points.

- for transactions exceeding R10 000 the formula is as follows: Current ruling South African Repo Rate + 1/3

thereof + 8 percentage points.

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, this means that under certain circumstances, we may sell your

items in our warehouse to recover your debts to us.

e) If we have to instruct our attorneys to recover any amount you owe us, you will have to pay all our legal costs (on

the higher attorney and client scale), including commission, tracing fees and any other expenses.

10) Our liability for loss or damage

a) If we lose, damage or do not deliver your items, our liability is limited to a maximum of R500 per carton or R350.00

for each cubic metre of the lost or damaged item's volume (even if it is part of a pair or set). We may pay for the repair

or replacement of an item.

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;
- 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, except up to the maximum amount in clause 11 below (if that clause applies).

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 freezer 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 only move frozen items at your own risk and are not liable for any death, injury, or sickness following the

removal or storage of any food, drink or other perishable item.

11) Delays in transit

a) We will pay your reasonable expenses up to a maximum of R2000.00, if we do not do anything by the time we

agreed in writing to do it, if this is for a reason within our reasonable control.

b) If we cannot deliver any item and this is not our fault, we will put the item or complete consignment (all items

together as a load or loads) into storage.

c) If we store our work in terms of the contract, and you must pay for any extra service such as storage or delivery.

12) Damage to premises and time limit

a) If we damage your house or premises, you must write this on our worksheet at the time.

b) You must also write to us by registered mail within seven days to confirm the damage.

c) The seven day time limit is essential.

d) Our liability for damage to premises is limited to R3000.00.

e) We may arrange to repair any damage ourselves, and you must give us the chance to do this.

13) Time limits for other claims

a) If any item or load we move is lost or damaged:

- you must notify us about a claim in writing at the same time as you or your agent comes to collect any item, or
- you must send us your claim in writing, and we must receive it within seven days of the actual or estimated delivery date.

b) The time limits are essential in both cases (collection or delivery).

c) We are not liable for any loss or damage unless you follow the procedures and time limits in this clause.

14) Our right to hold items as security for payment

a) We have a legal right to keep and eventually sell or dispose of any item until you have paid all charges and other

payments you owe us under this contract, including any amount we have paid for you.

b) If we keep any item while we wait for payment, you are responsible for storage charges and other costs, and these

conditions continue to apply.

15) Our right to sell the goods without any notice to you or anyone else

a) We may send a registered letter to your forwarding address (in terms of clause 20 below):

- 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 28 (Twenty-Eight) days of us giving you notice, we may

sell or dispose of any item without further notice.

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.

16) Disputes

You may not delay payment or set off (deduct) any amount you owe 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)

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 relevant

amount.

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

18) Our right to sub-contract the work

a) We may sub-contract some or all of the work to any other organization.

b) If we sub-contract any work, this contract will apply to you and us.

c) 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 and in this regard you authorize us to accept such terms and conditions on your behalf.

d) 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.

e) 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

The law that applies to this contract is the South African law, unless a director of one of our branches, offices or

subsidiaries in another country signed it, in which case the law of that country applies.

20) Your forwarding address

a) You must give us a forwarding address in writing and notify us immediately if it changes, also in writing.

b) We may assume that you have received any letter or notice 10 (Ten) days after we post it to the last forwarding

address you gave to us.

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 write to us within seven days about any mistake or item that you think we have left out.

b) You may not make a claim for any item not on the list or receipt we gave you.

22) Storage contract

a) The storage charge for the first 4 weeks of storage shall be due and payable on the commencement of the Contract

and the charge for each successive 4 week period shall likewise become due and payable on the commencement of

each 4 week period. The Company shall be entitled to increase the monthly charge under the Agreement by giving

notice in writing to the Customer at least 28 (Twenty-Eight) days before such increases are to take effect.

b) All storage accounts with Mario's Movers will be instructed to be on our debit order system.

c) If you wish to end this storage contract, you should write to us at least 15 (Fifteen) working days' notice

before you want us to release your consignment. However, we will release a consignment earlier if we can.

d) You will owe us storage charges until the end of the month in which your 15 (Fifteen) 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

storage facilities.

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 (Three) full

calendar months' notice in writing.

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

b) Notice period and payment terms in the previous clause apply.

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

24) Increases to storage Charges

- a) We review our storage charges from time to time.

b) We will give you 28 (Twenty-Eight) day's written notice if we increase our storage charges.

25) Insurance

a) We strongly advise you to insure your consignment against as many risks of packing, moving, shipping and storage

as possible.

b) We advise that you insure items for their full replacement value at your destination.

c) We can arrange cover for you through our insurance company, but only if you give us a properly completed

insurance proposal (application) form before we start the work.

d) You will not have any insurance cover until we have a completed insurance proposal form and you have

paid the premium to us.

e) Any insurance arranged by us is a separate contract between you and the insurance company.

f) You are free to take out insurance with any insurance company of your choice.

26) Interest charges on accounts

a) Interest as governed (ruled) by The National Credit Regulator under the Usury Act, 1968, (Act No 73 of 1968) will be

charged on all accounts over 30 days.

27) Clauses

Should any of the clauses contained in this Agreement be held to be void and/or unenforceable, such clauses shall be

served from Agreement and the remaining clauses shall remain binding.