

RELIABLE REMOVALS, hereinafter called the **CONTRACTOR**, hereby give notice that:
CONDITIONS UPON WHICH PROPERTY IS REMOVED, PACKED OR WAREHOUSED
SPECIAL NOTE SHOULD BE MADE OF CONDITIONS 1, 2 AND 10

1. LIABILITY - All work is performed and all storage undertaken by the CONTRACTOR entirely at owner's risk and the CONTRACTORS. whether packing, storing, conveying, loading, unloading or handling the goods in any way whatsoever will not be liable for any loss occasioned to the customer whether such loss arises out of the destruction or damage to any goods, failure to produce any goods or delay in delivery unless the customer proves that such loss was due to the CONTRACTOR'S willful misconduct or malfeasance. The CONTRACTORS will arrange insurance if requested.

2. ACCESS TO PREMISES - a. This estimate is furnished on the assumption that vehicle access is easy, with no natural obstructions, i.e. trees etc. no man-made obstructions, i.e. arches over driveways etc., no regulations prohibiting large vehicle access. Where necessary a shuttle service will be provided and charged for.

b. It will be possible to effect the removal by means of regular stairways and doorways. An EXTRA CHARGE will be levied should window work or other tackle be necessary.

c. This estimate does not include the taking down or putting up of curtains, fixtures, electrical or plumbed appliances, or the re-hanging of pictures and mirrors.

3. Dangerous and damaging goods - The CONTRACTORS do not accept for removal, packing or warehousing any dangerous or explosive article or corrosive substance, and the customer shall be liable for any damage that may be incurred by them or any third party owing to the presence of such article or substance on their premises or in their vehicle... If any such article is discovered, the CONTRACTORS may, at their own discretion, remove, sell, destroy, or otherwise dispose of the same.

4. Charges when payable. - The CONTRACTOR'S charges shall be payable to them or their Agents as soon as any of the goods removed under this contract shall be tendered for delivery outside the premises at which they are to be delivered or in the case of goods stored or received for packing prior to their delivery or removal or dispatch from the premises of the CONTRACTORS and the CONTRACTORS shall have a general lien upon the said goods for all monies payable to the CONTRACTORS, and if part of the said goods have been delivered, or removed, or dispatched from the said premises of the CONTRACTORS the CONTRACTORS shall have a general lien upon the remainder of such goods for such monies until the same shall have been paid to them. If the rent or other charges due to the CONTRACTORS in respect of goods deposited with or held by them shall be 3 months in arrear, the CONTRACTORS shall after sending by post to the customer or to his agent. at the last address known to them, one calendar month's notice of their intention to sell such goods or in the event of no abode or address of the customer or his agent being known to the CONTRACTORS, then after giving one calendar month's notice in a public newspaper, have full power to open and examine the whole of the property and to sell such goods or any part thereof by public auction or private treaty, both to obtain their charges and also to clear the warehouse, and to retain and apply the proceeds of the sale of the goods so sold (less the costs of the sale) in payment of or towards all charges payable to the CONTRACTORS in respect of such goods, or by the depositors of such goods.

5. Storage - Goods out of store - notice required. At least seven clear days notice in writing must be given by the customer if any goods are required from the warehouse, except within three days of any month end when a much longer notice is necessary.

6. Availability of vehicles - This estimate is subject to the CONTRACTORS having their vehicles and staff available for dates required at the same time such dates are advised.

7. Contractors to decide route and means - The CONTRACTORS may at any time during any removal transfer the goods from vehicle to vehicle and during storage from one warehouse to another warehouse. The CONTRACTORS may also decide as to which route or by which means the goods shall be carried, and may enter into any contract with any other Contractor, Railway, Steamship or Dock or Harbour Company or Authority to carry out the whole or any part of the contract and or to cause all or any part of the property to be stored by or in the warehouse of another contractor and the conditions shall nevertheless apply thereto. Any deviation from any route shall not affect the CONTRACTORS liability.

8. Authority to enter into contract - The Customer warrants that the property handed to the CONTRACTORS is either his own property or he has the full and absolute authority of all persons owning or interested in the property to enter into the contract and agrees to indemnify the CONTRACTORS against all claims, charges and demands made against the CONTRACTORS in respect thereof.

9. Claim or dispute not to defer payment -A claim or dispute shall not be made the reason for deferring payment of any monies payable to or liability by the CONTRACTORS or to their agents or other contractor acting on their behalf and these conditions shall apply thereto.

10. Default on payment - I/We as the CLIENT/CUSTOMER undertake to pay all legal costs incurred by the CONTRACTOR in any proceedings instituted against me/us (CLIENT/CUSTOMER) on either an 'attorney and client' or 'debt service and client' scale together with interest on the capital sum at the maximum rate allowed by law from time to time plus collection commission. I/We (CLIENT/CUSTOMER) consent to the jurisdiction of the Magistrates Court having jurisdiction over my/our person/s in connection with all legal proceedings arising here from.

11. Valuables, livestock, plants, etc - The CONTRACTORS do not accept jewellery, precious stones. plate or other valuables of any description, furs, currency notes, coins, firearms, ammunition, livestock., domesticated animals or pets of any description or plants for removal or storage except by special agreement in writing and shall not under any circumstances be liable for loss of, or failure to produce, damage or deterioration thereto howsoever caused.

12. Empty all furniture - Please do not load anything into any item of furniture (except a locked Kist) as the CONTRACTORS cannot accept liability for loss or damage caused thereby.

13. Rental and other charges - Unless otherwise stated in writing the charges for storage are for a calendar month, the minimum charge being for one month. The CONTRACTORS may however and at their discretion agree to the payment of half a calendar month's rental for the month in which the goods are put into storage provided such goods are put into storage after the fifteenth (15) day of such calendar month and are in storage for at least one calendar month thereafter. Again the CONTRACTORS may at their discretion agree to the payment of half a calendar month's rental for the month in which the goods are taken out of storage provided such goods are taken out of storage before the fifteenth (15) day of such calendar month and have been in storage for not less than one calendar month. The charges for storage do not include charges for inspection, removing, collecting, delivery, packing, brushing, receiving, stowing away, un-stowing, access to store, handling out, to customer or his/her agent, naphthalene, (these charges are compulsory) searches and other attendance upon customers or their agents, providing documents, copies or originals, receipts, etc. For these an extra charge will be made and the customer agrees to pay such additional charge or charges at the CONTRACTORS' scheduled rates. An additional charge will be made for the move out of storage.

14. Customer refund - The CONTRACTORS are hereby authorized to pay all charge's by previous storage or packing or other contractors carriers or forwarding agents and any other charge's whatsoever, and shall have a general lien, pending refund thereof by the customer and the powers in exercise a lien hereinbefore provided.

15. Agent Person - No agent or person employed by the CONTRACTORS have any authority to alter, vary or quantify in any way these terms or conditions, nor enter into contracts on their behalf, nor sign any receipts or documents that have not been previously submitted to and approved in writing by the CONTRACTORS.

16. Damage to premises.

The liability (if any) for damages to premises and/or their contents, private roads, drains, covers, walls, fences, bridges, culverts, is limited to R1.00 (ONE RAND) for any removal and the customer agrees to indemnify THE CONTRACTORS against all claims, costs, charges and expenses beyond that sum.

Suggestions

Customers should give notice to their insurers when property is being removed, warehoused or packed and arrange with them to hold same-covered whilst the work is in progress.