

Mountain Movers (Pty) Limited

Terms & Conditions

MOUNTAIN Movers Terms & Conditions

REMOVAL and INSURANCE Terms and Conditions

Terms & Conditions under which all work carried out by Mountain Movers Pty Ltd is covered.

These conditions explain your rights, obligations, and responsibilities and those of Mountain Movers Pty Ltd for removal and insurance services. Where these conditions use the word 'you' or 'your' it means you as the removal customer.

The terms 'we', 'us', 'our/s' refers to Mountain Movers Pty Ltd. It is your obligation to ensure these terms and conditions have been read and understood as ALL work carried out by Mountain Movers Pty Ltd is subject to these terms and conditions.

1. Quotation

The quotation is provided FREE of any charges and you are under NO OBLIGATION to accept. The removal quotation issued by Mountain Movers Pty Ltd ("the quotation") is a fixed price. Unless otherwise stated on its face, it does not include insurance, customs duties and inspections or any other fees payable to government bodies.

(a) Your booking is conditional upon you completing our Acceptance Form and providing us with proof of payment in respect of the agreed charge for our services, or deposit as the case may be.

(b) By appending your signature to our Acceptance Form you acknowledge having read and understood our terms and conditions and consent thereto.

(c) The quotation provided is calculated based on numerous factors and is subject to change in the event of:

- A firm removal date not being set;

- By reason of your delay, the removal is not carried out or completed on the date agreed;
- Mountain Movers Pty Ltd costs increase because of currency fluctuations, changes in taxation, freight charges and diesel/fuel prices for reasons beyond our control.
- The work is carried out on a Saturday, Sunday or Public Holiday at your request.
- Mountain Movers Pty Ltd has to collect or deliver goods from/to above the ground and first floor of a property.
- Mountain Movers Pty Ltd supply any additional services not included or requested to be included in the quotation, including moving or storing extra goods (these conditions will apply to such work in any event).
- The stairs, lifts or doorways at the property are inadequate for free movement of the goods without the need for mechanical equipment or structural alteration, or the approach, road or drive to the property is unsuitable for Mountain Movers Pty Ltd' vehicles and/or containers to get to and load and/or unload within 30 metres of the doorway, and as a result Mountain Movers Pty Ltd have to carry out extra work not included within the quotation.
- Any parking or other fees or charges that have to be paid by Mountain Movers Pty Ltd in order to carry out the removal services on your behalf.
- There are delays or events outside Mountain Movers Pty Ltd' reasonable control.
- Items to be lifted/carried/loaded/moved require more than 4 men to be lifted/carried/loaded/moved.

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- **2. Work Not Included in the Quotation**

Unless agreed by Mountain Movers Pty Ltd, in writing, they will not, as part of the quoted removal services:

- (a) Dismantle or assemble unit or system furniture, fitments or fittings.
- (b) Disconnect or reconnect appliances, fixtures, fittings or equipment.
- (c) Take up or lay fitted floor coverings.
- (d) Move storage heaters, unless they are dismantled.
- (e) Move items from a loft or cellar, unless properly lit, and floored and safe access is provided.

(f) Move or store any items excluded under clause 4 of these conditions.

(g) Where Mountain Movers Pty Ltd staff are not authorised or qualified to carry out such work. It is recommended that a properly qualified person is separately employed by you to carry out these services, if required

3. Your Responsibility

It will be your sole responsibility to:

(a) If any insurance cover offered by Mountain Movers Pty Ltd in the quotation is not accepted (and paid for in advance of the start of the removal), arrange adequate insurance cover for the goods submitted for removal, and/or storage, against all insurable risks

(b) Obtain at your own expense, all documents, permits, licences, and/or customs documents necessary for the removal to be completed.

(c) Be present or represented throughout the removal.

(d) Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.

(e) Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.

(f) Prepare and properly stabilise all appliances or electronic equipment prior to their removal.

(g) Empty, properly defrost and clean refrigerators and deep freezers. Mountain Movers Pty Ltd are not responsible for the contents of this equipment.

(h) Provide Mountain Movers Pty Ltd with a contact address for correspondence during removal, and/or storage of goods.

(i) Mountain Movers Pty Ltd will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

4. Ownership of the goods

By entering into this contract, you declare that:

- (a) The goods to be removed are your own property, or
- (b) The person(s) who own or have an interest in them, have given you authority to make this contract, and have been made aware of these conditions.
- (c) You will meet any claim for damages and/or costs against Mountain Movers Pty Ltd if these declarations are not true.

5. Charges if you postpone or cancel the removal

If you postpone or cancel this contract, Mountain Movers Pty Ltd may charge according to how much notice is given. Notification must be in writing by recorded delivery or electronic medium that can provide proof of time and date stamp.

- (a) More than 14 working days before the removal was due to start:
NIL payable.
- (b) Less than 14 working days before the removal was due to start:
50% of the full removal charge.
- (c) Less than 7 working days, 100% of the full removal charge

6. Paying for the Removal

Unless otherwise agreed by Mountain Movers Pty Ltd in writing:

1. EFT – proof of payment to be emailed to quotes@mountainmovers.co.za before truck is offloading.
We reserve the right NOT to offload your furniture unless payment is made in full.
2. Cash – payment to be made to the driver before offloading the truck or bakkie.

7. Our liability for loss or damages

Reference to an item is reference to any one article, suite, pair, set, complete case, carton, package or other container.

Mountain Movers Pty Ltd' liability for loss or damage is limited. This is set out in clause 8(a)(i) below.

- (a) Liability for loss or damage

In the event of Mountain Movers Pty Ltd losing or damaging your goods, if

OR

they are liable, Mountain Movers Pty Ltd will pay you up to a maximum sum of ZAR100.00 for each item which is lost or damaged, to cover the cost of repairing or replacing that item. Where any item is part of a pair or set, Mountain Movers Pty Ltd will only pay for the actual

parts which are lost or damaged. No payments will be made for articles that are not damaged or lost.

ii. Mountain Movers Pty Ltd, in their sole discretion, may choose to repair or replace the damaged item. If an item is repaired Mountain Movers Pty Ltd will not be liable for depreciation in value.

(b) Other than by reason of Mountain Movers Pty Ltd' negligence, they will not be liable for any loss, damage or failure to produce or deliver the goods if this is caused by one or other of the circumstances set out in the following:

i. By fire, howsoever caused.

ii. By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside Mountain Movers Pty Ltd' reasonable control.

iii. By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods.

This includes goods left within furniture or appliances.

iv. By moth or vermin or similar infestation.

v. By cleaning, repairing or restoring unless Mountain Movers Pty Ltd did the work.

vi. To any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by Mountain Movers Pty Ltd.

vii. For electrical or mechanical derangement to any appliance, instrument or equipment

viii. To jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a similar kind, howsoever caused.

ix. To any goods which have a relevant proven defect or are inherently defective.

x. To animals and their cages or tanks including pets, birds or fish.

xi. To plants and pots in which they are housed/ contained.

xii. To refrigerated or frozen food, drink, products or goods.

(c) Mountain Movers Pty Ltd will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage, or failure to produce the goods.

(d) No employee of Mountain Movers Pty Ltd shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this contract.

8. Insurance

Transit insurance is offered on your quotation, and is highly recommended.

(a) Cover excludes breakages of all fragile articles, which include, but are not limited to, mirrors, pictures, crockery, china, etc, unless professionally packed.

(b) Cover excludes Antiques and Artworks unless they have been valued beforehand and approved by the insurance company.

(c) Cover excludes mechanical and electrical derangement.

(d) The maximum liability for the loss of any one item not professionally packed, is limited to R200.00

(e) The maximum liability for the loss of any one box, carton, crate, trunk suitcase, or similar item, not professionally packed, is limited to R200.00

(f) Cover excludes loss or destruction of Money, Medals, Jewellery, Watches, Precious Stones and the like, Precious Metal and Bullion.

(g) You are advised to insure items for their full value. In the event of under insurance, "Average" will apply.

(h) The period of cover, notwithstanding the 7 day period allowed for submission of a claim, expires on final delivery.

(i) The insurance Company may at its own option repair, reinstate or replace any property loss or damage or may pay the amount of the loss or damage. Where any item is part of a pair or set, Underwriters will only pay for the actual parts which are lost or

damaged. No payments will be made for articles that are not damaged.

(j) The Company's liability (or the carrier's liability if liable) for any claim or claims is limited to the sum insured.

(k) Explosives, firearms, ammunition, livestock, plants and pot plants, water features, are excluded from the Policy.

(l) Excess: 10% of claim (minimum ZAR5,000.00), payable by you, the customer.

(p) Mountain Movers Pty Ltd may, at its discretion, choose to settle the claim without claiming through our insurance brokers/companies. The excess will remain the same.

(q) Prior to claim settlement, the salvage shall be collected by Mountain Movers Pty Ltd

(r) In the event of all, or any, of the premium not being paid prior to delivery/receipt of the goods, the insurance shall be null and void.

(s) Simplified Claim procedure

i. A detailed inventory of items claimed for must be submitted to Mountain Movers Pty Ltd within seven (7) days of delivery

ii. Three written estimates covering the cost of repairs and/or replacement values must accompany the list

iii. Pictures of the damages must be submitted with the claim

iv. Failure to comply with points (i), (ii) and (iii) above will render your claim null and void.

(t) Time limit for claims

i. For goods which Mountain Movers Pty Ltd deliver, you must note any visible loss, damage or failure to produce any goods at the time of delivery.

ii. If you or your agent collects goods from our warehouse, you must note any loss or damage at the time the goods are handed to you, requesting that Mountain Movers Pty Ltd acknowledges and confirms your note.

iii. Mountain Movers Pty Ltd will not be liable for any loss of or damage to the goods unless a claim is notified to Mountain Movers Pty Ltd in writing as

soon as such loss or damage is discovered and in any event within seven (7) days of delivery of the goods by Mountain Movers Pty Ltd

09. Damage to premises or property other than goods

{a}. Mountain Movers Pty Ltd will not be liable for any damage to premises or property other than goods submitted for removal and/or storage unless they have been negligent.

{b}. If Mountain Movers Pty Ltd cause damage as a result of moving goods under your express instruction, against our advice, and to move the goods in the manner instructed will inevitably cause damage, they shall not accept that they were negligent.

{c}. If Mountain Movers Pty Ltd are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt