

**CONDITIONS UPON WHICH PROPERTY IS REMOVED, PACKED OR WAREHOUSED BY
CALVERT REMOVALS cc
(Details overleaf)**

(Hereinafter referred to as the Contractor)

CONDITIONS APPLICABLE TO TENDER

The Contractor's estimate covers removal of goods by normal means only and extra amounts will be charged where conditions are in the opinion of the Contractor abnormal or where the Contractor's vehicles are kept waiting, or where access within 25 meters of residence is inaccessible.

The tender is submitted subject to the condition that the vehicle is still available at the date of acceptance or this quotation valid for fourteen days.

Every endeavour will be made to complete the removal by the time declared but the Contractor cannot accept liability should delay arise through stress of weather or work, labour troubles mechanical breakdown or from any causes beyond its control.

Where goods are delivered to a warehouse at the destination, all charges for storages and delivery must be borne by the customer unless otherwise arranged in writing in advance. All removals are to be prepaid unless acceptable written arrangements are made and accepted by the Contractor on behalf of the client.

POWERS RESERVED BY THE CONTRACTOR

The Contractor shall in its own discretion be entitled to remove goods either in its own vehicles or those of a Sub-contractor and the Customer hereby absolves the Contractor from all claims whatsoever after delivery by it of goods to a Sub-contractor.

The Contractor may at any time during the removal transfer the goods from vehicle pending transfer into its own or other storing place, when goods are in store they may remove them from one store to another.

The Contractor shall be entitled to pay all charges claimed for previous storage or packing or by the other contractors, carriers or forwarding agents and for other charges whatsoever, and shall have a general lien, pending refund thereof by clients, and the powers to exercise the lien as herein before provided.

The Contractor reserves the right to store with Sub-contractors should his storage space not be available for any reason.

FULL LIABILITY COVER – READ IN CONJUNCTION WITH TERMS AND CONDITIONS ON REVERSE OF VALUATION FORM

FOR THE PROTECTION OF CUSTOMERS THE CONTRACTOR HAS MADE ARRANGEMENTS FOR "ALL RISKS" FULL LIABILITY COVER (IF REQUIRED) IN RESPECT OF THE CUSTOMER'S PROPERTY WHILST IN TRANSPORT BY THE CONTRACTOR'S VEHICLES. THIS LIABILITY COVER IS PROVIDED ONLY AT THE CUSTOMER'S REQUEST AND AT THE CUSTOMER'S EXPENSE AT VERY REASONABLE RATES IF THE CUSTOMERS REQUIRES THIS PROTECTION, IT IS ESSENTIAL THAT THE CUSTOMER COMPLETE THE APPROPRIATE SECTION ON ACCEPTANCE FORM. GOODS WITHOUT LIABILITY COVER ARE REMOVED AND STORED ENTIRE AT OWNER'S RISK. BRIEF CONDITIONS OF FULL LIABILITY COVER.

Watches, jewellery, trinkets, unset stones, money, securities for money, deeds, shares, firearms, ammunitions, liquor and stamps or the like are not insured.

The entire household effects (other than the articles listed in (a) must be insured for the full amount, policies being subject to average.

Limit on any article (other than furniture, refrigerators, pianos and organs) is 5% of the total sum insured unless specially mentioned and separate amount placed thereon.

Policies do not cover loss or damage happening through war, riots, strikes, civil commotion or political commotions.

No claim will be recognized unless made as prescribed in Para 17 of these conditions.

Damage to any pictures caused by breakage of the glass will not be covered unless brown paper or calico has been pasted over the glass and same packed by carrier.

No liability will attach to the Insurance Company in respect of mechanical derangement of defect, of clocks, barometers, scientific and musical instruments, radio sets, gramophones or refrigerators unless caused by some accident showing visible outside damage and specifically insured. Subject to an excess of 2% of the sum insured all claims each and every occurrence, with a minimum of R500.00.

The insurance Company's liability in respect of articles of a fragile or brittle nature is limited to 15% of the total sum insured.

The Insurance Company reserves the right to cancel or vary those arrangements at any time and the Contractor accepts no responsibility in this connection.

All claims are subject to R500.00 fixed on transit, storage and mechanical Derangement Damage. Excess being the responsibility of the client and deducted from each claim.

The Customer cannot insure part of effects but must insure for full replacement value of total consignment removed, stored or packed.

The Customer is obliged to fill in a Liability Cover valuation form, falling which insurers could reject liability cover.

CUSTOMER'S RESPONSIBILITY

The Customer warrants that the property handed to the Contractor is either his own property or that 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 Contractor against all claims, costs, charges and demands made against the Contractor in respect thereof.

It is incumbent on the Customer to see that nothing required to be removed is left behind and that no goods or fixtures are taken away in error. Liability to any such omission or mistake will rest solely on the Customer.

The Contractor does not handle goods which are combustible, explosive or in any other manner dangerous, and the Customer will be liable for any and all damages caused by such goods and will indemnify the Contractor for any claim which third parties may have.

In appending his/her signature on the contract, the Customer is aware that the Contractor has to allocate a vehicle for the specific purpose of undertaking a removal for the Customer. The Customer will be responsible for any costs the Contractor may suffer from loss of earnings or deviation of routing if the Customer cancels the removal and the Contractor is thereby denied revenue resulting from the cancellation.

CONTRACTOR'S LIABILITY

The Contractor shall not be responsible for the loss of, or failure to produce or for damages to any articles contained in drawers, wardrobes, cabinets or other articles of furniture, or in any package or case not packed and unpacked by his employees, not for plated jewellery or other valuables, unless the same shall be specially given to his foreman under seal, and written notice of the value thereof shall have been received by the Contractor prior to the date of removal or storage or the commencement of the packing, nor in respect of any property not set forth and described in the Warehouse Inventory. The Contractor will not under any circumstances be responsible for any loss of keys which should be retained by Customer.

Every care will be taken by the Contractor to prevent injury or damage to statuary, glass, mirrors, barometers, musical instruments, electrical and mechanical appliances, wireless set, refrigerators and goods inherently defective but as these articles may be injured without negligence the Contractor does not accept any liability in respect of such injury or damage or deterioration or non-adjustment of such articles which are handled solely at the Owner's risk.

Where the Contractor admits liability it will have the right to repair, replace or compensate in respect of goods damaged or lost.

Should any claims for damages or loss arise under a contract, the nature of the damage or the goods lost shall be noted by the Customer on the driver's delivery slip, failing which no claim shall lie and the amount of the claim for damage shall be given to the Contractor in writing within three days after completion of the removal or delivery of the goods, or if for alleged loss, in writing within seven days after goods alleged to have been lost should in the ordinary course have been delivered, time to be the essence of the contract, in all cases. When there is more than one load, each load will be signed for separately.

The Contractor shall in no way be liable for any damage to loss of goods incurred after delivery to the Customer or to a warehouse or any other place of storage and the onus shall rest on the Customer to prove that the damage or loss was not incurred after delivery.

The Contractor does not accept any liability whatsoever for linoleums or similar floor coverings, whether old or new unless they are packed in the original containers. Lampshades of any description are also moved at owner's risk unless they are properly packed.

The liability of the Contractor for loss of or damage to any one article, suite, service, or package including the contents thereof, whether after delivery to an employee of the Contractor or not, is limited to R10. In the event of the Customer declining the insurance as provided in Para. 9 above the Contractor's liability is limited to the aforesaid amounts.

The Contractor will be responsible for the exercise of ordinary diligence and care but accepts no responsibility in respect of loss or damage to goods caused by moths, fire, theft, mildew or deterioration, act of God, or other causes beyond the control of the Contractor.

The Contractor does not accept any liability for loss or damage caused by the gross negligence or wilful misconduct of its staff.

PAYMENT

Storage charges will be payable monthly in advance and removal charges will be paid when goods are tendered for delivery outside the premises at which they are to be delivered unless otherwise arranged in writing by the parties and notwithstanding any claim lying in favour of the Customer against the Contractor, the Customer shall nevertheless be obliged to settle the amount charged by the Contractor prior to release from store.

Storage taken in on any day of the month will be charged as full month. Storage going out on any day will be charged as a full month.

If the rent or other charges due to the Contractor in respect of any goods deposited with or held by it should be thirty days thirty days in arrear, the Contractor shall, after sending by post to the Customer or his agent, at the last address known to him, one calendar month's notice of its intention to sell such goods, then have full power to open and examine the whole of the property and to sell such goods or any part thereof by public treaty as it may deem fit, both to obtain its charges and also to clear the warehouse, and to retain and apply the proceeds of the sale of the goods so sold in payment of or towards charges payable to the Contractor in respect of such goods, or by the deposition of such goods, including the cost of sale.

STORAGE

Storage fees are exclusive of cost of removing, packing or stacking away and unstacking. A charge for receiving and handling will be made to Customers who convey their goods to the Contractor's stores. Access to goods in storage must be arranged in advance and when convenient, for which the Contractor will charge the Customer.

The Contractor will, at its discretion, pack goods considered unsuitable for storage in the unpacked state and charge the cost of such packing to the owner.

The Contractor required (1) one calendar months' written notice from a Customer of his intention to have goods delivered which are stored in the Contractor's warehouse.

The Contractor shall have power to terminate the contract to store by sending by post one month's notice to the address furnished to them by the Customer.

The Customer shall pay all storage and re-delivery costs to the Contractor prior to delivery or collection of these goods from the Contractor's store.

PACKING AND PLACING ON RAIL/SHIP/AIR

If instructions are given for goods to be railed or shipped, the liability of the Contractor ceases when the goods are accepted by the 3rd party.

All packing materials must be returned to the Contractor as "empty returns" rate, carriage forward within one week of unpacking.

GENERAL

The Contractor accepts no responsibility for damage caused by the Contractor's trucks to drives, pathways, gates or fences underground water or sewerage mains or overhead electric wires unless the Contractor's drivers are warned by the Customer that they may not enter the premises with the Contractor's trucks. In such an event an extra charge may be made for the extra carrying distance involved.

The parties hereto agree that any proceedings to be instituted arising out of this agreement shall, at Contractor's opinion be instituted in the magistrate Court for the area having jurisdiction, and the parties agree to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944 as amended.

Unless varied in writing by the parties the above mentioned conditions will apply to all packing, removals and warehousing by the Contractor. Verbal modification of the conditions will not be binding on either the Customer or Contractor.

The Customer is aware of the actual commodities which the carrier can carry and the Customer warrants that he will not hand to the driver of any vehicle goods which the carrier is not permitted to carry with notice. Inflammables or the like effects will not be moved by the carrier.

The Contractor may alter without notice the price of quotation if for any reason beyond its control increases in costs of fuel, tyres, labour, packing materials etc, including shipping and destination fees are levied between point of collection and final delivery, whether such removal is by sea, air or road.

Owner packed cartons are removed, packed, stores entirely at owner's risk and Contractor will not accept any responsibility for loss of damage thereof.

No variation of these conditions are accepted unless Contractor's signed endorsement confirms such variation, and is signed in acknowledgment by both parties.

Pot plants and their containers are carried entirely at owner's risk. The Customer indemnifies the carrier if for any reason the carrier or its employees convey such with or without the consent of the owner and these are lost or damaged in storage or transit. The Customer warrants that they will ensure that no plants are conveyed in contravention to any territory's by laws.

Notwithstanding that the owner may be acting in a representative capacity in concluding this agreement, the owner by his signature hereto, binds himself as surety and co-principal debtor in solidum for the due payment to the Contractor all amounts payable of this agreement.

The Customer/Owner or his/her employer may not withhold payment in respect of a claim arising during removal and/or storage. Failure to pay invalidates insurance cover and renders the responsible party liable by his/her signature appended hereon to legal action of recourse.

Accounts payable are due strictly within 30 days of date of removal being effected. Interest on overdue accounts will be charged at a rate of 2% per month.