



1. INTRODUCTION

- a. "AMV" refers to Albertinia Meubelvervoer (2000/007983/23). AMV and the customer are collectively referred to as "the Parties". "We", "us" or "ours" means Albertinia Meubelvervoer, while "you", "your" or "yourself" means the customer.
- b. "contract" shall refer to the agreement as defined, the quotation which includes the optional services as well as these terms and conditions.
- c. "Goods and services" shall have the meaning consigned as per the section 1 of the Consumer Protection Act 68 of 2008 as amended.
- d. "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time.
- e. "POPIA" shall mean the Protection of Personal Information Act 4 of 2013 as amended from time to time.
- f. These terms and conditions and the attached quotation form the entire agreement ("the agreement") between AMV and you ("the Customer"), whose name appears on the invoice for the services appearing on the invoice ("The Goods"). "Items" shall be the meaning of the customer's property being the listed items in the inventory provided by the customer to AMV.
- g. Quotes are issued by AMV subject to the company's logistical availability, and we reserve the right to deliver goods and items in two or more deliveries.
- h. AMV reserves the right to withhold services in the event of any breach of any of these terms and conditions for any other reason which AMV considers warrants such actions.
- i. This Agreement constitutes the sole record of the agreement

between the parties. AMV shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. Furthermore, no addition to, variation of or agreed cancellation of this Agreement shall be of any force or effect unless recorded in writing and accepted by AMV in writing, further no relaxation or indulgence which AMV may grant to the Customer shall constitute a waiver of its rights and shall not preclude it from exercising any of its rights which may have arisen in the past or which might arise in the future.

2. QUOTATION

- a) Our quotation is valid for 30 (thirty) days, and subject to logistical availability.
- b) Our quotations are binding, with no additional extra hidden costs or charges and based on the accurate information provided by yourself.
- c) If the distance from your front door to where our vehicle can park exceeds 50 meters, we reserve the right to charge a long carry fee or employ the assistance of a shuttle which will be charged for.
- d) If we are misinformed by yourself regarding any access limitations and restrictions, which in AMV's reasonable opinion will result in us being unreasonably delayed, we reserve the right to postpone and/or move your delivery to a time and date logistically executable. Storage and re-delivery fees will apply.
- e) Access limitations and restrictions include, but are not limited to, the following: Closing times of security gates, storage facilities etc. Vehicle height/length restrictions. Provide for vehicles up to 20m length and 4m height.
- f) Gravel/dirt roads (only if agreed to by us in writing).
- g) Any delay incurred by the customer in loading or off-loading of the vehicle will be charged out at R650.00 per hour.

- h) Only the items listed in the inventory are part of the service rendering by AMV. All other items not provided for in the inventory are excluded from this agreement and are regarded as "excluded items" and AMV has no obligation to move and or handle these items. We reserve the right not to handle excluded items. If any excluded items are transported by AMV's employees and/or agents without being authorised to do so by AMV, we shall not be liable for any loss, damages, claims, harm and/or theft arising out of such activity.

3. INSURANCE

- a) Please be aware that moving household items is risky. Our liability for loss or damages is limited. We are not responsible for all damages or loss you might suffer. AMV has a limited Goods in Transit insurance policy in case of fire, collision, overturning or high jacking only. It is important to also arrange your own insurance against all other insurable risks or arrange additional in transit insurance where necessary with an insurance company of your choice. You may also choose to contact your own insurance broker.
- b) Owner packed boxes, single-wall owner packed boxes or boxes in a visibly poor condition will not be covered under our insurance.
- c) Valuable items that are to be transported by you: All delicate items well as; all jewellery, keys, cell phones, computer tablets, laptops, money, trinkets, documents, security stamps, medals, firearms/ammunition, or any similar items or collections.
- d) Any dangerous and/or hazardous items and/or any potentially dangerous or hazardous items, including but not necessarily limited to any items which transport is prohibited by law, including explosives, combustible materials, ammunition, any

Customer signature _____

liquid, such items may be destroyed or thrown away by us without your permission or prior knowledge; Flammable fluids & paint will not be transported by AMV. Only EMPTY 9kg gas bottles and less will be transported.

- e) Pot plants and garden furniture are not covered under our insurance policy and is transported on your own risk.
- f) The following is not covered under our insurance policy; the malfunctioning of electronic equipment and motor-driven goods, faults of any type related to the insured goods, such as, but not limited to, defects. Mechanical, electronic, or electrical breakdown, failure, or derangement of the insured property, unless there are visible outward signs of impact damage attributable to gross negligence.
- g) Excess payable by you in the case of a lodged claim:
Maximum excess of 10% of any claim or 5% of the total insured value per insured event; in the event of theft or hijacking: a maximum excess of 20% of the claim or 5% of the total insured value per insured event.
- h) AMV does not provide insurance whatsoever, other than on the limited basis as stated herein. It remains the customer's sole responsibility to adequately insure items to be transported and handed in terms of this agreement. The customer indemnifies AMV against all damages.
- i) The Customer shall advise AMV in writing, strictly within 3 business days, of any damaged/lost or missing items being delivered/or expected to receive, at
admin@albertiniameubelvervoer.co.za. No claims will be entertained if not received within the 3-day notice period and thereafter within a period of 5 days, provide AMV with a quote obtained from an accredited institution/organisation for the repair of the damaged property and/or liquidated amount to indicate the value of the

property, which value must be in accordance and or similar to such value(s) provided by an accredited supplier.

- j) No claim can be submitted for damages caused by a leaking truck and/or trailer roof, resulting from damages caused *en route* by low hanging tree branches not pruned and sheered in accordance with applicable by-laws and ordinances, or damages caused by any authority's non-compliance with amongst others, the Road Traffic Act 93 of 1996, the Municipal Management System Act, 32 of 2002 or any other applicable legislation as amended and/or any other obstructions not attended to in terms of the a foregoing legislation which remained unnoticed by AMV, during handling and transportation of any items.
- k) Any damaged items must be returned to AMV together with the original invoice reflecting the purchase price (proof of value) of the item. These are required for assessment and/or salvage prior to consideration of a claim.
- l) All items and/or goods shall be deemed to have been received in good order when the customer endorses the waybill/delivery documents with his/her signature unless the customer, within 3 business days of receipt of the goods/items in question, notifies us in writing to the contrary.
- m) We will not be liable for damages to fittings, fixtures, or any other part of your premises due to difficult access.

4. PAYMENT

- a) The purchase price of the goods and/or services shall be paid by the Customer to AMV without any deductions or set-off within the period stipulated on the invoice and is payable on demand. You may not withhold any payment for any reason whatsoever. Goods will only be delivered once the monies is cleared in our bank account.

- b) No cheque deposits will be accepted.
- c) Any monies due to the Customer, such as refunds or otherwise, will be made within 7 – 10 working days.

5. YOUR RESPONSIBILITIES

- a) No articles must be packed in wardrobes / cupboards / trunks.
- b) All water should be drained from washing machines and fridges.
- c) Where motors of fridges need to be bolted down it must be done by the owner or notify the contractor before the time.
- d) All linen should be packed unless otherwise arranged with us.
- e) Any type of wine collections & beverages must be packed and sealed by the owner and will be transported at your own risk.
- f) It is the owner's duty to see that all items are loaded.
- g) Delicate machines like open radios, record players, knitting machines, clocks etc. must be packed by the owner unless otherwise arranged with us.
- h) Sewing machines must be taken out of cabinets and packed separately.
- i) Flowers and plants must not be watered before or during transportation.
- j) All goods packed in boxes and/or crates must be packed so that two men can handle it.
- k) All electrical connections must be disconnected by yourself.
- l) No pigeon lofts, wire and poles, motor machines, cement blocks or trees will be transported unless previously arranged.
- m) All antique furniture, paintings etc. will be transported at the owners' risk unless extra insurance has been arranged.
- n) If you allow the vehicle onto the premises, it is done at his own risk.
- o) No furniture and/goods will be carried if the distance is more than 50m between the truck and the point where the furniture and/or goods are collected/delivered. If the distance does exceed 50m then it is the responsibility of the owner to arrange a vehicle for

Customer signature _____

transport of furniture and/or goods to the removal truck/residence. In case where the owner insists that the furniture and/or goods be carried further than the 50m, the owner will be held responsible for the risk of damage to the furniture and/or goods and the furniture removal company cannot be held responsible for any damage which may occur, within reason. A shuttle can be arranged by us if required.

- p) No claims can be made against the contractor if furniture is stored with another contractor and is not in order at the time of re-delivery.
- q) Only items on the inventory list will be loaded – make sure your inventory list is complete.
- r) Be sure that the contact on supply with your quote is present at the loading and offloading address.
- s) Keep an inventory list of all your self-packed boxes.
- t) Provision of protective coverings for floors, doorframes, or any other part of your premises. Including, but not limited to, laminated floors, wooden doorframes, walls etc

6. CONFIDENTIAL INFORMATION

- a) The customer shall not disclose the terms and conditions of this Agreement, or the pricing contained therein to any third party except as required by applicable law, rule, or regulation. Provided, however, that either party may disclose such terms, conditions or pricing to legal, accounting, and professional advisors bound by formal ethical or fiduciary duties requiring such advisors to treat, hold and maintain such information in accordance with the terms and conditions of this Agreement. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other.
- b) Notwithstanding the cancellation or termination of this Agreement, neither Party shall at any time use any

Confidential Information provided to it by the other Party other than for purposes of implementing this Agreement.

- c) By accepting these terms and conditions, you provide AMV with permission to utilize your personal information in line with the provisions as set out in the Protection of Personal Information Act, Act 4 of 2013.

7. ARRIVAL TIMES FOR TRANSPORT

- a) All arrival times allocated are estimate times of arrival.
- b) For local moves (i.e. within the same city) estimated delivery times may vary between two to three hours before or after the estimate times allocated.
- c) For longer distance moves (i.e. intercity and national moves) estimated delivery times may greatly vary, however reasonable and updated communication will be entered into with you.

8. DELIVERY

- a) Delivery shall be completed when the customer's items are off-loaded at the destination.
- b) AMV shall not be liable under any circumstances for any complaint or claim for any alleged shortage in delivery unless written notice is received by AMV within five days after delivery of the Goods to the Customer as per our complaints policy.
- c) Time of delivery shall not be of the essence.
- d) Should any time restrictions (e.g. closing hours at storage facilities, office, etc.), at both the loading and offloading addresses, cause any delays to our team – an hourly waiting rate of Six Hundred and Fifty Rand R650-00 (excl. vat) per hour delayed, will be payable by you.
- e) If delivery of the goods/items are not accepted by the customer, consignee or party nominated by the customer at the time and place agreed by the customer, or party nominated by the customer, then AMV may accept that the customer has abandoned the goods.

- f) AMV may store or destroy any abandoned goods/items, or any part thereof, at the Customer's sole risk and expense. AMV shall not be liable for any damages (direct or indirect) which the Customer may suffer because of such storage.
- g) The Customer hereby consents to AMV selling, (and in such event, recovering from the Customer all related costs), or destroying, all or any of, the abandoned Goods/items and recovering all sums which the Customer owes to the Company for the Services in accordance with the provisions of this agreement, specifically should you the Customer fail to timeously pay any sums which it owes to AMV for the Services provided in respect of the abandoned Goods/items; or the Customer fails to collect or accept delivery of the abandoned Goods/items at the place designated by AMV within 30 days from being notified to do so.

9. CANCELLATION AND POSTPONEMENT

- a) If you cancel or postpone your removal and/or any services in terms of this agreement, we will charge the following fees to cover our expenses or loss:
 - 1. Cancellations or postponements at least 10 business days prior to your move – no charges.
 - 2. Cancellations less than 7 business days prior to your move – Cancellation fee of 50% of your removal cost and the whole total of all packing materials and applicable additional goods delivered to yourself.
 - 3. Postponements less than 7 business days prior to your move – Postponement fee of 20% of your removal cost.
- b) Your move will only be rescheduled once we have received your postponement fee, and the payment reflects in our nominated bank account.
- c) We reserve the right to cancel your move at our discretion and

Customer signature _____



refund all monies received (excluding the postponement fee).

- d) Any remaining funds owing to the Customer after such a sale as contemplated in this agreement will be paid over to the Customer by AMV, without interest, within 7 days after such sale. Should any items remain after such a sale has been conducted, the Customer will be entitled to take delivery of such items, on condition that the full outstanding balance due and owing by the Customer to AMV is settled prior to the Customer taking delivery of such items. AMV will accordingly be entitled to levy storage charges for these items in accordance with the provisions of this Agreement and further be entitled to recover any such charges from the Customer in accordance with the terms of this Agreement.

10. STORAGE

- All storage payments must be made one month in advance.
- Storage fees are not pro-rated.
- All fees, including removal fees must be paid before items may be taken out of storage.
- Our storage fees are reviewed annually. You will be given one month's notice of any increases.
- Proof of payment and the correct reference number must be e-mailed to our office by way of your consultant.
- We offer no insurance on goods in storage. Should you require insurance for goods in storage, please communicate with your insurance company of choice.
- No customers/ contractors are allowed inside our storage facilities.
- Should you wish to terminate the storage contract you should give us at least one month written notice. If we can release the items earlier, we will do so. However, charges for storage will be payable up to the date the notice would have ended.
- All outstanding monies must be paid in full before the items will be released.

- j) A mutually convenient time shall be arranged for such collection, and all collections will be by appointment only.

11. PROTECTION OF PERSONAL INFORMATION

- The parties acknowledge that for the purposes of this agreement that the parties may come into contact with or have access to PI and other information that may be classified, or deemed as private or confidential and for which the other party is responsible. Such PI may also be deemed or considered as private and confidential as it relates to any third party who may be directly or indirectly associated with this agreement. Further, it is acknowledged and agreed by the parties that they have the necessary consent to share or disclose the PI and that the information may have value.
- The parties agree that they will at all times comply with POPIA's Regulations and Codes of Conduct and that it shall only collect, use and process PI it comes into contact with pursuant to this Agreement in a lawful manner, and only to the extent required to execute the services; to provide the goods; to perform their respective obligations in terms of this agreement; for purposes of collection / recovery of outstanding amounts due to AMV; and for any other matters relating to any such legal, financial and or business interests of AMV.

12. COUNTERPARTS & ELECTRONIC MEANS

- This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
- Delivery of the original counterpart shall not affect the validity and enforceability of any counterpart or the Agreement as a whole.
- This Agreement may also be entered into by electronic means by accepting the terms

thereof electronically and shall in no way affect the validity and enforceability of this Agreement.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE TERMS AND CONDITIONS AND UNDERSTAND AND AGREE TO IT IN FULL.

Customer Name and Surname:

Customer e-mail address:

Customer Cell phone Number:

Customer chosen Domicilium:

Customer Signature:

Date:



PLEASE CONSIDER THAT OUR TRUCKS ARE 20 METER LONG, 4 METERS HIGH AND 2,5M WIDE

Customer signature _____