Relogistics Services

We'll get you there!

Please keep in safe place
Conditions upon which property is packed, removed and /or warehoused by Relogistics Services (PTY) Ltd – Reg No. 2015/369252/07

STANDARD TRADING CONDITIONS

The purpose of these conditions is to set out the rights, obligations and responsibilities of all parties bound by this Contract.

1) Introduction

a) 'We','us' or 'our' means Relogistics Services (PTY) Ltd registration number 2015/369252/07, trading as Relogistics Services. 'You' or ''your' means you the customer.
b) This agreement (or a quotation) can only be amended by written agreement between you and us. Which in the company's case must be a Director of the company.
c) Moving and storing items/ furniture come with a degree of Risk. Please pay special attention to clause 10 insofar as our limited liability for loss or damage is concerned This means we are not responsible for all losses or damages you might suffer. Because of the limited liability on our part. We can provide Full Liability Acceptance cover in our Quotation against damage or loss for items being removed or stored.
e) Note that our Full Liability Acceptance will be subject to our Insurance Policies Terms and Conditions as set out by our Insurance Company. These conditions are separate from the conditions contained in this agreement.

2) Our Quotation

a) Our quotation depends on and is subject to the availability of enough manpower and equipment being available on the day(s) you have chosen for the work to be done. We will confirm this availability for the date requested or state the next business day on which we can confirm their availability. This will be done in writing, within seven days of you accepting our quotation.

b) Our Standard quotation excludes the following:
Full Liability Acceptance, customs duties / Taxes, 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 did not accept our quotation within 28 days. In such instance we reserve the right to review the original quotation amounts or if you cause any delay which prevents us from providing the service as agreed.
• our costs increase because of any taxes, freight, shipping line fees or foreign agent's charges increases or our costs increase because of a change in the exchange rate between the Rand and any relevant foreign currency.
• there is any delay that is caused by circumstances beyond our control.
• we pack, remove or store extra items that were not included in our quotation or if you ask us to do any additional work that was not included in our original quotation.

d) You also agree to pay extra charges if you did NOT inform us, in writing, about any of the following before we gave you a quotation, and as a result we could not make provision for or include the charges in our quotation:

• we have to collect or deliver above a second story floor,
• any stairway, lift or door is too small or narrow for easy access in which case furniture need to be hoisted and or dismantled.
• the road or approach is unsuitable for our vehicles or we are by law or any other regulation prohibited from entering a specific area,
• 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 tools,
• 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

You are completely responsible for all the following:
• making sure that nothing is taken away or left behind by mistake,
• obtaining, providing and paying for any document, permits and legal permission needed for the move to be completed, such as visas, permits for protected plants, police clearance for vehicles, etc.
• arranging for security for your items when they are collected and delivered, by being there yourself or by arranging a duly authorised person, (18 (eighteen) year and older, to be there on your behalf. This also applies insofar as keys to the premises are concerned. Please note that we are not liable for any loss or damage or replacement of lost keys.
• properly preparing and stabilising 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, electronic devices, handbags, travel documents, etc.
• inspecting or arranging for someone to inspect any items delivered to us by someone else on your behalf, and
• ensuring access to collection and delivery premises.

6) Ownership of the goods

a) **You warrant that:**
• you are the owner of everything that you have asked us to remove, or
• you have permission from the owner of the goods / property to remove or store the goods.
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 – Specifically Excluded

a)We do not accept any responsibility for loss or damage of the following items:
• valuable item, such as jewellery, watches, precious stones, money, stamp collections, title deeds, share certificates, Cell Phones, iPads, PSP's, X-Boxes, PlayStations, Wii, Memory sticks, Personal computers, Laptop computers, External hard drives, software, accessories or any similar item or any collections and Spectacles / sunglasses.
• animal or its cage or tank, including any pet, bird or fish;
• plants 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 dispose of – without notice:
• 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, perishable goods from the fridge or freezer.

8) Cancellation or postponement

a) We may charge a 50% (fifty percent) deposit of our quotation value for any booking in advance for our services.

b) We may charge you a 10% (ten percent) fee based on the quotation value, to cover our expenses or loss of income, if you postpone or cancel your removal in 10 (Ten) working days prior to the agreed removal dates (Maximum R 2000.00) and 50%(fifty percent) fee if you postpone or cancel in 3 (Three) working days prior to the removal dates.

c) We will not charge a cancellation fee if you cannot proceed with a removal or accept a delivery because you or the person whose items are being moved has died or been hospitalised.

9) Payment of our charges

a) You must pay our charges in cash or electronic fund transfer (EFT) 72 (seventy-two) hours / 3 (Three) days prior to the COLLECTION of your goods. In the case the account is being paid by an approved corporate account (company) or an Official Government Department, an official company order or Letter of Authority is required prior to the collection of the goods.

b) You must pay our charges for services as follows:
• Direct removals: 50% (Fifty percent) deposit on confirmation of removal dates, the balance to be paid 72 (seventy-two) hours (Three Days) prior to removal date.
• Storage: monthly in advance.
• Redelivery out of Warehouse: Full outstanding storage and redelivery charges prior to delivery.
• International moves: must be paid in full before we start packing
• Any other services: before or at the same time we perform the service.

c) We reserve the right to charge you interest at 2.50% (two and half percent) above standard bank prime rate of interest on any Overdue monies due to us in relation to this contract for services rendered.

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. In terms of clause 14 and 15 below.

e) if we must instruct our attorneys to recover any amount you owe us, you will have to cover

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) in the event of loss damage or failure to deliver your goods as agreed, our lability is limited to a maximum of R1000.00 per carton or R450.00 for each cubic meter of the affected item's volume (even if it is part of a pair or set). However, if Full Liability Acceptance was accepted by us (specified on our quotation) and a Value Declaration Form complete and handed to us prior to the move, this will not apply.

b) We will not liable for loss or damage resulting from any of the following:
• 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 undertook to do any of the latter by agreement,
• wear and tear, rust, leakage or evaporation, atmospheric or climatic change,
• discolouration, fading, staining, etc.
• worsening condition or quality 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 of the following:
• Fragile / brittle items, an 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;
• self-assembled furniture that is dismantled and/or re-assembled regardless of who built it, or self-assembled furniture that is not suitable for transport.
• item NOT packed or unpacked by us or our agent
• item left inside a cupboard or other furniture or item left in a deep freezer or fridge;
• any key left in furniture and item delivered to or received from an third party in a unknown condition

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 R1500.00 if we not keep to the agreed time schedule, if this is for a reason within our reasonable control.

b) If we cannot deliver any item/s and this is not our fault, we will arrange for storage of the item/s or complete consignment (all items together as a load) into storage. In the event of goods being placed into storage, we will have been deemed to have performed our obligation in terms of our contract. You will be liable for any additional costs for the additional services such as Storage, Warehouse handling, and Redelivery.

12) Damage to premises and time limit

a) If we damage your house or premises, you must note this on our Worksheet / Delivery note at the time.

b) You must also confirm your complaint in writing to us within 7 (seven) days from the date on which the alleged damage occurred. The seven-day time limit is essential.

c) Our liability for damage to premises is limited to R2000.00

d) We may arrange to repair any damage ourselves, and you must give us reasonable time to do this.

13) Time limits for other claims

a) If any goods we moved is lost or damaged:
• You or your agent must notify us about a claim for loss or damage in writing at the same time you or your agent come to collect any item(s) from our warehouse.
• you must notify us on same day of delivery of any loss or damage and send us your claim in writing, within 7 (seven) days of the delivery date, by us to your final destination.

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

We have a legal right to withhold delivery and ultimately sell or dispose of any item/s until we have recovered all monies owing to us in terms of this contract, including charges we have paid on your behalf. If we are required to offload any item while we are waiting for payment owed to us in term of this contract, you are responsible for storage charges and other costs we incurred, and these conditions continue to apply until the account is settled in full or until such time that we may decide to dispose (sell) your goods in terms of clause 15 below.

15) Our right to sell the goods

a) We have the right to request you in writing to remove your goods from our warehouse / custody in writing, to your forwarding address, being a physical address or electronic (Email) (in terms of clause 20 below) demanding that you remove your items and pay us all monies due to us within 28 (twenty eight) days from the date you received the letter.

b) If you fail to pay us all outstanding depts due to us with in the time frame, we will be entitled to sell or dispose of the goods without further notice.

c) We will charge you for the cost of selling or disposing of any of your items. The nett proceeds will be credited to your account.

d) Any eventual surplus will be paid to you 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 will be liable for 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, lift preparation, etc. while loading or off-loading that we may have to pay in order to deliver the agreed service/s.

18) Our right to sub-contract the work

a) We may sub-contract some or all the work to any other reputable 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/ Instruction or similar document issued by any other carrier or organization chosen by us to assist or be involved in the removal, and that those terms and conditions form part of this contract. 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. If no written terms and conditions for a sub-contractor are available, our own liability will still be limited as set out in clause 10 above.

19) The law that applies to this contract

South African law applies to this contract 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) You're forwarding address

a) If your goods are stored, you must give us a forwarding address in writing and notify us immediately in writing if it changes.

b) We may assume that you have received all letters / correspondences or notices within 10 (Ten) Days after posting/mailing it to your last address we have on record. Supply us with an Email address where possible.

21) List of goods or receipt (Inventory/ Packing List)

a) Any list or receipt / Packing List we provide for items we have packed, moved, shipped, handled or stored will be **final**, unless you bring to our attention, in writing within 3 (three) working days after we packed or collected, of any mistake or item that you think is not on the list.

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

22) Storage contract

a) We charge storage by calendar month. Our minimum charges are for one calendar month. Storage charges are payable in advance. If you wish to end this storage contract you should give use a minimum of 14 (fourteen) working days' notice in writing before you want us to release your goods. However, we will release the goods earlier if we can. Please note storage charges will continue to apply during this notice period.

b) The Company shall be entitled to increase the monthly charge under this Contract by giving notice in writing to the Customer at least 28 (twenty-eight) days before such increases are to take effect. The Company shall be entitled to charge interest on arrear payments calculated at 2.50% (two and half percent) above prime lending rate, for as long as any charges remain unpaid.

c) Our removal charges exclude any charges for storage, Warehouse handling and delivery into or from our storage facilities, unless we clearly included these charges in the accepted quotation.

d) If you arrange to deliver or collect a consignment to or from our warehouse, you will be liable for any costs involved in handling the consignment.

e) If we wish to end the storage contract regardless of whether your storage account is paid up to date, we will give you at least 3 (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 notice period and payment terms in the previous Clause 22 will apply.

b) We may charge you for handing your items over to your agent. Warehouse Handling Charges

c) Our liability ends when we have handed over your goods to your agent.

24) Increases to storage Charges

We review our storage charges from time to time, we may increase these charges as we seem fit, not exceeding 10% (ten present) escalation on your present storage charges. Will give you 28 (Twenty-Eight) day's written notice if we increase our storage charges.

25) Full Liability

a) ***We strongly advise you to insure your consignment against as many Insurable risks of packing, moving, shipping and storage as possible. We advise that you insure your goods/items for their full replacement value at your destination.***

b) We can / may offer to accept Full Liability for damage or loss, only if you provide us with a detailed Value Declaration before we start with the work and that we clearly stated this in our Quotation. In which we are covered against such under our All Risks Goods in Transit Insurance policy.

c) We will not accept ANY Full Liability for any loss or damage if we do not have your completed Value Declaration Form and you have paid the charges. (Liability Acceptance Fee)

d) Any Full Liability accepted by us is subjected to our All Risks Goods in Transit policies terms and conditions as set out by the Insurance Company. These conditions are separate and NOT the same as these Standard Trading Conditions.
These conditions are available on request. Refer to Value Declaration Form.

e) You may insure your consignment / goods with any other Insurance Company of your choice.

Please sign and return this document as an indication that you understand and accept our Trading Conditions. Clause 1 to 25

Quotation Reference No:		Client's Name:	
Date:		Clients Signature:	