

Key Moves (Pty) Ltd Terms and Conditions

REMOVAL, STORAGE and RISK COVER Terms and Conditions

Terms & Conditions under which all work carried out by Key Moves (Pty) Ltd is covered.

These conditions explain your rights, obligations, and responsibilities and those of Key Moves for removal, storage and risk cover 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 Key Moves. It is your obligation to ensure these terms and conditions have been read and understood as ALL work carried out by Key Moves 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 Key Moves ("the quotation") is a fixed price. Unless otherwise stated on its face, it does not include risk cover, VAT, customs duties and inspections or any other fees payable to government bodies. Key Moves may change the quoted price for the removal or make additional charges if any of the following have not been taken into account when preparing the quotation or, if separately confirmed by Key Moves in writing:-

- (a) You do not accept the quotation in writing within 28 days, providing at the time of acceptance a firm removal date which Key Moves agrees in writing.
- (b) By reason of your delay, the removal is not carried out or completed within three months of the date of acceptance of the quotation.
- (c) Key Moves' costs increase because of currency fluctuations, changes in taxation, freight charges and diesel/fuel prices for reasons beyond our control.
- (d) The work is carried out on a Saturday, Sunday or Public Holiday at your request.
- (e) Key Moves has to collect or deliver goods from/to above the ground and first floor of a property.
- (f) Key Moves 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).
- (g) 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 Key Moves' vehicles and/or containers to get to and load and/or unload within 20 metres of the doorway, and as a result Key Moves have to carry out extra work not included within the quotation.
- (h) Any parking or other fees or charges that have to be paid by Key Moves in order to carry out the removal services on your behalf.
- (i) There are delays or events outside Key Moves' reasonable control.
- (j) Items to be lifted/carried/loaded/moved require more than 4 men to be lifted/carried/loaded/moved.

2. Work Not Included in the Quotation

Unless agreed by Key Moves, 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.

Key Moves staff will not be 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) Declare to Key Moves the value of the goods being removed and/or stored.
- (b) If any risk cover offered by Key Moves in the quotation is not accepted (and paid for in advance of the start of the removal), arrange adequate risk cover for the goods submitted for removal, and/or storage, against all insurable risks.
- (c) Obtain at your own expense, all documents, permits, licences, and/or customs documents necessary for the removal to be completed.
- (d) Be present or represented throughout the removal.
- (e) Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.

- (f) 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.
- (g) Prepare and properly stabilise all appliances or electronic equipment prior to their removal.
- (h) Empty, properly defrost and clean refrigerators and deep freezers. Key Moves are not responsible for the contents of this equipment.
- (i) Provide Key Moves with a contact address for correspondence during removal, and/or storage of goods.

Key Moves will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

4. Goods not to be submitted for removal or storage

The following items are specifically excluded from this contract unless otherwise agreed as below.

- (a) Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.
- (b) Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
- (c) Plants or goods likely to encourage vermin or other pests and/or plants or goods likely to cause infestation.
- (d) Refrigerated or frozen food, drink, products or goods.
- (e) Any animals and their cages or tanks including pets, birds or fish.
- (f) Goods which require a special licence or government permission for export/import or translocation

Such goods will not be removed by Key Moves except with their prior written agreement. In the event that they do remove such goods, Key Moves will not accept liability for loss or damage wholly or mainly attributable to the special nature of the goods concerned. If you submit such goods without Key Moves' knowledge and prior written agreement they will not be liable for any loss or damage and you will indemnify Key Moves against any charges, expenses, damages or penalties claimed against them. In addition, Key Moves shall be entitled to dispose of (without notice) any such goods which are listed under clause 4

5. Ownership of the goods

By entering into this contract, you declare that:

- (a) The goods to be removed and/or stored 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.

You will meet any claim for damages and/or costs against Key Moves if these declarations are not true.

6. Charges if you postpone or cancel the removal

If you postpone or cancel this contract, Key Moves 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

Note: The start of the removal is viewed as the first day that the removal crew are due to be present at the pick-up address

7. Paying for the Removal

Unless otherwise agreed by Key Moves in writing:

- (a) Payment is required,
 - i. By Electronic Transfer with enough time to reflect (clear) in our account
 - ii. Bank cheque on the day of the move
 - iii. Cash on the day of the move
 - iv. Credit Card (5% credit card levy will be charged)
- (b) You may not withhold any part of the agreed price for any reason whatsoever, unless agreed to in writing by Key Moves

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8. 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.

Key Moves' liability for loss or damage is limited. This is set out in clause 8(a)(i) below.

- (a) Liability for loss or damage
- i. In the event of Key Moves losing or damaging your goods, if they are liable, Key Moves will pay you up to a maximum sum of ZAR200.00 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, Key Moves 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.
OR
 - ii. Key Moves, in their sole discretion, may choose to repair or replace the damaged item. If an item is repaired Key Moves will not be liable for depreciation in value.
- (b) Other than by reason of Key Moves' 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 Key Moves' 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 Key Moves 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 Key Moves.
 - 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) Key Moves 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 Key Moves shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this contract.

9. Extra conditions that apply to imports/exports

For goods destined to, or received from, a place outside the Republic of South Africa.

- (a) Key Moves will accept liability only for loss or damage to goods when they are in our actual possession, and if it can be proven that we were negligent. In such circumstances, Key Moves will accept liability as in condition 8(a)(i) or 8(b) above. Key Moves is not liable for any loss, damage or failure to produce the goods if it is caused by those circumstances set out in condition 8(c) above.
- (b) Where Key Moves engages an international transport operator, shipping company or airline, to convey your goods to the place, port or airport of destination, they do so on your behalf and subject to the terms and conditions set out by that carrier. By agreeing to these terms you confirm their availability to appoint such party on your behalf.
- (c) If the carrying vessel/conveyance, should for reasons beyond the carrier's control, fail to deliver the goods, or route them to a place other than the original destination, you may have limited recourse against the carrier, and may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges (e.g. charges payable to a person who saves those goods), or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and if appropriate it is your responsibility

to arrange adequate marine/transit risk cover. These risks will not be covered by Key Moves

- (d) Key Moves does not accept liability for goods confiscated, seized or removed by Customs Authorities or other Government Agencies.
- (e) All loads that are based on a shared container or shared vehicle are subject to additional terms, delivery times cannot be guaranteed and any dates or times given should be used for the purpose of guidance only. If time scales are quoted in days then this is calculated on working days and excludes Saturday, Sunday or any public holiday in both the RSA and country of delivery.
- (f) Key Moves cannot be held responsible for additional costs accrued to/by you, for delayed delivery, for whatsoever reason. Including, but not limited to 3rd parties, including administration delays

10. Risk Cover

Transit risk cover 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 risk cover 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 cover items for their full value. In the event of under risk cover, "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 risk cover 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 covered.
- (k) Explosives, firearms, ammunition, livestock, plants and pot plants, water features, are excluded from the Policy.
- (l) On payment of the appropriate additional premium mechanical derangement cover is included provided these are genuine kitchen and household appliances (excluding electronic equipment of any kind) and provided that the appliances are prepared for transit in accordance with the manufacturer's recommendations. The onus rests with you to ensure this is done.
- (m) Risk Cover covers your goods from your collection point to your delivery point, if storage is the delivery point, the cover expires on delivery to the storage facility.
- (n) Brokers: CommRisk Insurance Brokers
- (o) Excess: 10% of claim (minimum ZAR5,000.00), payable by you, the customer.
- (p) Key Moves may, at its discretion, choose to settle the claim without claiming through our risk cover brokers/companies. The excess will remain the same.
- (q) Prior to claim settlement, the salvage shall be collected by Key Moves.
- (r) In the event of all, or any, of the premium not being paid prior to delivery/receipt of the goods, the risk cover shall be null and void.
- (s) Simplified Claim procedure
- i. A detailed inventory of items claimed for must be submitted to Key Moves 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 Key Moves 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

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handed to you, requesting that Key Moves acknowledges and confirms your note.

- iii. Key Moves will not be liable for any loss of or damage to the goods unless a claim is notified to Key Moves 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 Key Moves.

11. Delays in transit

- i. We will not be liable for delays in transit. This includes any additional expenses incurred by yourself for board and lodge or any other personal expenses.
- ii. If through no fault of Key Moves we are unable to deliver your goods on the allocated day, Key Moves will take them into store. The contract will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.
- iii. If we are unable to complete the removal services on the stated delivery day and time due to delay on your part Key Moves may be entitled to charge for additional charges, such as for extra waiting time.

12. Damage to premises or property other than goods

- i. Key Moves 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.
- ii. If Key Moves 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.
- iii. If Key Moves 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.

13. Right to Hold the Goods (lien)

Key Moves shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all Key Moves' charges and any other payments due under this or any other contract. These include any charges that they have paid out on your behalf. Whilst Key Moves hold the goods without payment you will be liable to pay all storage charges and other costs incurred as a result of them withholding your goods and these removal/storage terms and conditions shall continue to apply.

14. Sub-Contracting the work

- i. Key Moves reserves the right to sub-contract some or all of the work.
- ii. If Key Moves sub-contract, then these conditions will still apply.

15. Route and Method

- i. Key Moves have the full right to choose the route for delivery.
- ii. Unless it has been specifically agreed in writing on the Quotation, other space/volume/capacity on our vehicles and/or container may be utilised for consignments of other customers.

16. Extra Conditions that Apply to Storage

Storage refers to goods stored in our warehouse and/or self-storage facilities, but is not limited to warehouse and/or self-storage storage.

- i. Forwarding address
If you do not provide an address or respond to our correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the goods were removed.
- ii. Revision of storage charges
Key Moves may review their storage charges periodically. You will be given twenty eight (28) days notice in writing of any increases.
- iii. Right to Sell or Dispose of the Goods
On giving you twenty eight (28) days notice Key Moves is entitled to require you to remove your goods from their custody and pay all money due to them. If you fail to pay all outstanding debts due to Key Moves they are entitled to sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account with the removal company and any eventual surplus after settlement of all money (and charges) due to Key Moves will be paid to you (without interest).
- iv. Termination
If payments are up to date Key Moves will not end this contract except by giving you three (3) calendar months notice in writing. If you wish to terminate your storage contract, you must give Key

Moves one calendar month notice. If we can release the goods earlier, we will do so, provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

- v. Handling fees
If you make your own arrangements to collect or deliver the goods from/to our warehouse we are entitled to charge a handling fee. Key Moves' liability will cease upon handing over the goods.
- vi. Self-Storage
The onus is on you, the client, to ensure that a representative is present to load and/or deliver goods from/to a self-storage unit. We are not under any circumstances responsible for the consignment in a self-storage unit.

17. Key Moves Reserves the right to amend these terms and conditions from time to time, without warning.