

# Terms & Conditions

## Alpha Movers Terms & Conditions

### REMOVAL and INSURANCE Terms and Conditions

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

These conditions explain your rights, obligations, and responsibilities and those of Alpha Movers Pty Ltd for removal, storage 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 Alpha Movers Pty Ltd . It is your obligation to ensure these terms and conditions have been read and understood as ALL work carried out by Alpha 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 Alpha Movers Pty Ltd ("the quotation") is a fixed price. Unless otherwise stated on its face, it does not include insurance, VAT, customs duties and inspections or any other fees payable to government bodies.

- (a) You do not accept the quotation in writing within 28 days, providing at the time of acceptance a firm removal date which Alpha Movers Pty Ltd 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) Alpha Movers Pty Ltd 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) Alpha Movers Pty Ltd has to collect or deliver goods from/to above the ground and first floor of a property.
- (f) Alpha Movers Pty Ltd supply any additional services not include 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 Alpha Movers Pty Ltd' vehicles and/or containers to get to and load and/or unload within 20 metres of the doorway, and as a result Alpha Movers Pty Ltd 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 Alpha Movers Pty Ltd in order to carry out the removal services on your behalf.

- (i) There are delays or events outside Alpha Movers Pty Ltd' 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 Alpha 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.

Alpha Movers Pty Ltd 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 Alpha Movers Pty Ltd the value of the goods being removed and/or stored.
- (b) If any insurance cover offered by Alpha 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.
- (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. Alpha Movers Pty Ltd are not responsible for the contents of this equipment.
- (i) Provide Alpha Movers Pty Ltd with a contact address for correspondence during removal, and/or storage of goods. Alpha 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 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 Alpha 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, Alpha 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 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

#### **6. Paying for the Removal**

Unless otherwise agreed by Alpha Movers Pty Ltd in writing:

1. EFT – proof of payment to be emailed to [info@alphamovers.co.za](mailto:info@alphamovers.co.za) before truck is offloading. We reserve the right 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. Alpha 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**

i. In the event of Alpha Movers Pty Ltd losing or damaging your goods, if

**OR**

they are liable, Alpha Movers Pty Ltd 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, Alpha 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. Alpha Movers Pty Ltd, in their sole discretion, may choose to repair or

replace the damaged item. If an item is repaired Alpha Movers Pty Ltd will not be liable for depreciation in value.

(b) Other than by reason of Alpha 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 Alpha 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 Alpha 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 Alpha 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) Alpha 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 Alpha 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 ZAR2,500.00), payable by you, the customer.
- (p) Alpha 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 Alpha 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 Alpha 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 Alpha 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 Alpha Movers Pty Ltd acknowledges and confirms your note.
  - iii. Alpha Movers Pty Ltd will not be liable for any loss of or damage to the goods unless a claim is notified to Alpha 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 Alpha Movers Pty Ltd.

## **9. Delays in transit**

- i. We will not be liable for delays in transit. This includes any additional expenses incurred by yours elf for board and lodge or any other personal expenses.
- ii. If through no fault of Alpha Movers Pty Ltd we are unable to deliver your goods on the allocated day, Alpha Movers Pty Ltd 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 Alpha Movers Pty Ltd may be entitled to charge for additional charges, such as for extra waiting time.

## **10. Damage to premises or property other than goods**

- i. Alpha 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.
- ii. If Alpha 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.
- iii. If Alpha 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.

## **11. Right to Hold the Goods (lien)**

Alpha Movers Pty Ltd shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all Alpha Movers Pty Ltd's 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 Alpha Movers Pty Ltd 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.

## **12. Sub-Contracting the work**

- i. Alpha Movers Pty Ltd reserves the right to sub-contract some or all of the work.
- ii. If Alpha Movers Pty Ltd sub-contract, then these conditions will still apply.

## **13. Route and Method**

- i. Alpha Movers Pty Ltd 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.

## **14. Alpha Movers Pty Ltd Reserves the right to amend these terms and conditions from time to time, without warning.**