



MEGA SHIFT LOGISTICS PTY LTD

REMOVAL CONTRACT

SERVICE Provider: Megashift Logistics Pty Ltd

Customer :

Pick Up Address :

Lonehill.

Delivery Address :

Removal Date :

1) Introduction

a) 'we', 'us' or 'our' means Mega Shift Logistics Pty Ltd, registration number 2014/156896/07.

b) 'You' or 'your' means the customer.

c) This contract explains your rights and responsibilities, and ours.

d) This contract (or a quotation) can only be changed by written agreement between you and us. One of our directors must sign any change for it to be valid.

e) Moving and storing items is risky. Please pay special attention to clause 10. Our liability for loss or damage is limited. This means we are not responsible for all losses or damages you might suffer.

f) Because our liability for these risks is limited, we offer insurance in our quotation against loss or damage for items being removed or stored.

g) Insurance is a separate contract between you and the insurance company and those conditions of insurance are separate from these conditions.



2) Our quotation

a) Our quotation depends on enough of our staff and equipment being available on the day you want us to do the work. We will confirm this availability for the date requested, or state the next business day on which we can confirm their availability, in writing, within seven days of you accepting our quotation.

b) Our quotation does not include insurance, customs duties, 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 do not accept our quotation within 28 days and we change our quotation;
- you cause any delay to the work;
- our costs increase because any tax, freight or foreign agent's charges go up;
- our costs increase because of a change in the exchange rate between the rand and any relevant foreign currency;
- there is any delay that we have no control over;
- we pack, remove or store extra items that were not included in our quotation, or
- you ask us to do any extra work that was not included in our quotation.

d) Unless you wrote to tell us about any of the following before we quote and we included the charges in our quotation, you also agree to pay any extra charges if:

- we have to collect or deliver above a ground floor,
- any stairway, lift or door is too small or narrow for easy delivery,
- the road or approach is unsuitable for our vehicles; or
- 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 tool,
- 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

a) You are solely responsible for all the following: • making sure that nothing is taken away or left behind by mistake, • getting and paying for any document or permission needed for the move to be completed, such as a visa, • arranging for security for your items when they are collected and delivered, by being there yourself, or by arranging someone else to be there for you; • properly preparing 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 or handbags, and so on; • inspecting or arranging for someone to inspect any items delivered by us • your house keys or other means of access. b) We are not liable for any loss, damage or extra charges because of anything listed in this clause. We are never responsible for lost keys.

6) Ownership of the goods (items)

a) You warrant (promise) that: • you own everything that you have asked us to remove, or • you have permission from the owner to remove any item that is not yours.

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?

a) This contract specifically excludes any: • valuable item, such as any item of jewellery, watch, precious stone, money, stamp collection, title deed, share certificate, or any similar item or collection; • animal or its cage or tank, including any pet, bird or fish; • plant 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 throw away discard or destroy: • 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 from the fridge or freezer. c) We are not responsible for any loss or damage you suffer in connection with any of the items excluded in this clause.

8) Cancellation or postponement

a) We may charge a reasonable deposit for any advance booking of our services. The deposit is a way to guarantee your booking. No booking is guaranteed without a deposit paid.

b) We may charge you a reasonable amount to cover our expenses or loss of income if you delay or cancel any work you asked us to do for you.

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

9) Payment of our charges

a) You must pay our charges in cash, or electronic fund transfer ("EFT").

b) You must pay charges for the following services as follows: • direct removals: 50% Deposit payment must be paid upon confirmation of the move; -Balance payment should be settled upon loading • storage: on the first business day of each month; • international moves: before we start packing or removal; *No delivery will take until the full amount has been paid and reflect in our bank account. Any delays caused because of late payment will be billed to the customer.

c) If you pay any amount you owe us late, we may charge you interest at 5% (Five) Per Cent) above First National Bank's prime rate of interest.

d) We have a general lien over any item in our possession that covers all amounts you owe us, including our expenses or liabilities or moving costs not paid; this means that under certain circumstances, we may sell your items in our warehouse to recover your debts to us.

e) If we have to instruct our attorneys to recover any amount you owe us, you will have to pay 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) We are not liable for loss or damage resulting from:



any 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 did the work); • wear and tear, rust, leakage or evaporation; • atmospheric or climatic change; • discolouration, such as any change of colour, fading, stain, and so on, • worsening quality or condition of any food, plant or perishable item, • difficult access to or from any room(Include narrow doors and furniture taken in through the balcony), 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: • fragile or brittle item; • 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(e.g. Pot plants); • furniture that is dismantled or re-assembled, • Furniture that is packed by you.

11) Insurance

a) You shall be entitled to a Limited insurance cover against fire, hi-jacking and collision to the value of R100 000.00.

b) If our limited cover does not meet the value of your goods, you are free to organise your own insurance or request Mega shift Logistics to get a quote for the value that you wish to be covered.

c) There shall be insurance excess fees involved, and for every claim the excess will be 10% and the minimum excess will be R10,000.00 whichever is greater will apply.

d) Excludes chips, scratches, dents and mechanical/electrical derangement.

e) All Risk Insurance Cover

If your require All Risk Insurance cover which we offer, the premiums will be calculated as below.

i) All Risk Premium* (2.5% of value covered)

ii) You shall be entitled to all risk cover only when packaging has been done by Megashift Logistics according to our packaging standards approved by our insurance provider. We shall not be responsible for any packaging not done by Mega shift Logistics.

ii) There shall be insurance excess fees involved, and for every claim the excess will be 10% and the minimum excess will be R10,000.00 whichever is greater will apply.



12) Shared Loads

a) Shared loads is where more than one customer will share a truck to transport their furniture over a long distance. This is a cost serving way to move your furniture over a long distance as Customers share the cost of transporting the truck. The price for the move will be calculated based on the space or volume that you take in the truck. To qualify for a shared load a customer should be ready to do the following

a) Flexible with the pickup and delivery time. Customer should be available or have someone ready to receive the delivery.

b) Customer should list everything that is being moved on inquiry; any extras will be charged separately and might be moved on the next load if space is limited.

c) Should make sure everything is bubble wrapped and all loose items boxed. Mega shift Logistics will not be liable for lose items that are not boxed

d) Label all the wrapped furniture so that it's easily identifiable and make sure all the items are on the inventory list. Anything not on the inventory list will not constitute part of this contract and Mega shift Logistics shall not be Liable for any losses of such items.

e) Any delays over 30minutes on delivery will attract a fee of R1 000 per hour. Customers should be ready for delivery at all times. If customers are still not ready for delivery after an hour Mega Shift Logistics reserve the rights to deliver your furniture at a storage in which the customer will be liable for storage cost as well and the redelivery fee.

ii)Payment for Shared Loads.

a) Space on a shared load is reserved on a first come first serve basis. No space will be reserved unless a 50% deposit is paid.

b) The balance of the move should be paid 24 hours before the move. Only extras will be paid on the moving day.

c) Payment will be done through eft or cash only. No Cheques are allowed as a means of payment for our services.

d) Delays caused to our trucks as a result of late payments, clause 12(e) will apply.



*Mega shift Logistics shall not be responsible for Hotel bills or whatsoever costs caused by delays in delivery. This is because shared loads are associated with delays and customers who use this service should be flexible with delivery times of their furniture.



I..... Agree that I have read and understood the terms and conditions above.

Signed By Customer at.....(place)

On this..... day of.....2020

CUSTOMER.....

Signed By Abel Machekano On Behalf Of Megashift Logistics Pty Ltd

at.....(place) On this.....day

of.....2020