CONDITIONS UPON WHICH PROPERTY IS REMOVED, PACKED OR WAREHOUSED BY THE LASER TRANSPORT GROUP (PTY) LTD t/a STUTTAFORD VAN LINES
Registration Number: 1963/006322/07
STANDARD TRADING CONDITIONS

1. DEFINITIONS

1.1 In these conditions:
1.1.1 **"Supplier"** means The Laser Transport Group (Pty) Ltd, with company registration number 1963/006322/07, trading as Stuttaford Van Lines.
1.1.2 **"Customer"** means any person acting in their individual capacity or a legal entity (including a company, close corporation or trust) to which the Supplier provides the Services.
1.1.3 **"the/this Agreement"** means the Quotation as read with these Standard Trading Conditions which regulates the relationship between the Supplier and the Customer in respect of the Services rendered.
1.1.4 "**the Services**" means any and all of the services provided by the Supplier to the Customer in terms of this Agreement, including but not limited to the Move and Storage of the Item(s).
1.1.5 "**the Quotation**" shall mean the quotation provided to the Customer in respect of the Services to be rendered by the Supplier.
1.1.6 "**the Consumer Protection Act**" means the Consumer Protection Act 68 of 2008.
1.1.7 "**Item(s)**" means the physical articles removed, stored, moved, shipped or delivered in terms of the Agreement.
1.1.8 "**the Move**" means the physical transportation of the items from the time of removal at the pick-up location to the time of delivery at the designated destination; if the Items are stored by the Supplier, the Move shall also mean the transportation of the Items to and from the storage facility.
1.1.9 "**Storage**" means the storing of Items by the Supplier at the storage facility.
1.1.10 "**the Parties**" means the Supplier and the Customer in respect of this Agreement.

2. IMPORTANT NOTICE

2.1 These Standard Trading Conditions form part of the Agreement between the Supplier and the Customer and should be read carefully.
2.2 By accepting the Quotation and signing the Standard Trading Conditions, the Customer acknowledges that the terms of the Agreement are understood and the Customer agrees to be bound thereby.
2.3 If the Customer is a legal entity, the person signing these Standard Trading Conditions warrants that he/she has the necessary authority to sign on behalf of the legal entity and to bind it to the terms of this Agreement.
2.4 It is important that the Customer understands what he/she is signing, as the Clause(s) herein:
2.4.1 limit the Supplier's liability for loss or damage (Clauses 8.2, 13, 16);
2.4.2 confirm that the risk of damage to Items remains with the Customer at all times (Clause 11);
2.4.3 create an indemnity obligation by the Customer in favour of the Supplier (Clause 8.2);
2.4.4 confirm that it is the responsibility of the Customer to insure the item(s) against loss or damage (Clause 3);
2.5 The Supplier is required in terms of South African Law, in particular the Consumer Protection Act (if applicable), to draw the Clauses referred to in 2.4.1 to 2.4.4 above to the Customer's attention, and these Clauses have accordingly been printed in bold and it is required of the Customer to initial each Clause in the black box next to the Clause to acknowledge that the Customer has read and understood the Clauses.

Initial

3. INSURANCE

3.1 The Customer hereby acknowledges that the Items stored by the Supplier are not insured by the Supplier and that the risk of damage to the Items remains with the Customer at all times as set out in Clause 11 below.
3.2 It is strongly recommended that the Customer takes out insurance against all insurable risks during the Move and Storage of the Items for the full replacement value.
3.3 The Customer has the option of utilising the services of the Underwriter proposed by the Supplier in arranging insurance cover by completing the insurance proposal form made available with the quotation.

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4. CONSUMER PROTECTION ACT

4.1 If the Customer is an individual acting in his/her own capacity, the provisions of the Consumer Protection applies to this Agreement.
4.2 If the Customer is a legal entity (such as a company, close corporation or trust), the provisions of the Consumer Protection Act only applies if the asset value or annual turnover of the legal entity is less than the prescribed threshold value.
4.3 The Customer agrees that Section 61 of the Consumer Protection Act relating to liability without negligence is not applicable to this Agreement under any circumstances as the Services rendered do not include the supply of any goods.
4.4 A copy of the Consumer Protection Act is available to the Customer on request.

5. THE QUOTATION

5.1 The Quotation is a fixed price and does not include customs duties and any other fees payable to any Government Departments however it includes insurance at an extra premium where opted by the customer. (Clause 3.3)
5.2 The Supplier may change the Quotation if:
5.2.1 it is not accepted by the Customer within 28 days;
5.2.2 the Services have not been completed within three months after the Quotation has been accepted where the Customer is the cause of the delay;
5.2.3 there are changes in the official rate of exchange between the South African Rand and a foreign currency;
5.2.4 there are changes in any rate of taxation or freight charges falling outside of the control of the Supplier;
5.2.5 additional Items form part of the Move over and above what has been quoted on;
5.2.6 the Services do not include the collection and/or delivery of Items above a second floor unless the Supplier has agreed thereto in writing;
5.2.7 any additional services are required on the Customer's request over and above the usual Services provided;
5.2.8 there are delays falling outside of the Supplier's control;
5.2.9 the mode of access to the premises where the Items are collected, including but not limited to the roads, stairs, lifts or doorways, are inadequate for easy collection and/or delivery of the Items, unless the Supplier was informed of the inadequacy in writing before the quotation was prepared;
5.3 The Customer agrees to pay the additional charges if any of the circumstances referred to in 5.2.1 to 5.2.9 arise.
5.4 The following work does not form part of the Services included in the Quotation, unless agreed to in writing between the Supplier and the Customer:
5.4.1 dismantling or assembling unit furniture (flat-pack), fitments or fittings or take down curtaining;
5.4.2 disconnecting or reconnecting any electrical equipment, electronic equipment, plumbing equipment or any fixtures or fittings;
5.4.3 removing or laying fitted floor coverings;
5.4.4 moving or storing any item referred to in clause 8 below.

6. CUSTOMER RESPONSIBILITY

6.1 It is the Customer's sole responsibility to:
6.1.1 Ensure that nothing is taken away in error or left behind.
6.1.2 Obtain at your own expense all documents necessary for the removal to be completed.
6.1.3 Take responsibility for security of your goods at the departure and destination points by being present yourself or by having someone represent you.
6.1.4 Adequately prepare and stabilize appliances and equipment prior to their removal.
6.1.5 Arrange and pay for any necessary parking facilities.
6.2 The Supplier will not be liable for any loss or damage costs or additional charges that may arise from any of these matters.

7. WARRANTY OF OWNERSHIP

7.1 The Customer, by signing the Standard Trading Conditions, warrants that the Item(s) in respect of which the Services are provided by the Supplier is/are the property of the Customer, or the Customer has the authority of the owner to enter into this Agreement in respect of the Item(s).
7.2 The Customer hereby indemnifies and holds the Supplier harmless in respect of any loss or damage suffered as a result of a breach of the warranty provided.

PLEASE SIGN BELOW AS AN INDICATION THAT YOU UNDERSTAND AND ACCEPT OUR TRADING CONDITIONS CLAUSES 1 TO 7

CLIENT'S NAME: _____

CLIENT'S SIGNATURE: _____

DATE: _____

QUOTE REFERENCE NO: _____

to be continued on next page

CONDITIONS UPON WHICH PROPERTY IS REMOVED, PACKED OR WAREHOUSED BY THE LASER TRANSPORT GROUP (PTY) LTD t/a STUTTAFORD VAN LINES
Registration Number: 1963/006322/07
STANDARD TRADING CONDITIONS

8. ITEMS EXLCUDED FROM THE SERVICES

8.1 The following Items are specifically excluded from this Agreement and will not form part of the Services rendered by the Supplier:

8.1.1 any personal documents, money (including bank notes and coins), stocks, stamps, title deeds, share certificates, travellers cheques, precious stones, precious metals, bullion, trinkets, securities, jewellery, watches, sunglasses, spectacles, cellular telephones, cameras, iPads, tablets, eReaders, Kindles, laptops or other valuable articles of a similar nature;

8.1.2 potentially dangerous, damaging or explosive items (including firearms and batteries);

8.1.3 items that may attract vermin or other pests or cause an infestation;

8.1.4 refrigerated or frozen food or drinks;

8.1.5 any animals including pets, birds or fish (and their cages or tanks);

8.1.6 keys (must at all times be retained by the Customer).

8.2 **If any of the Items listed in 8.1 above is moved by the Supplier, the Supplier does not accept any responsibility for any claims, losses or damages thereto or arising therefrom and the Customer hereby indemnifies and holds the Supplier harmless in respect of any loss or damage or claims by any third party in this regard.**

Initial

8.3 The Supplier is entitled to dispose of any of the Items listed in 8.1.2 to 8.1.4 above without notice to the Customer.

9. CANCELLATION

9.1 In the event that the Customer cancels or postpones the Move:

9.1.1 more than 7 days prior to the date of the Move as agreed upon between the parties, a 5% fee will be charged on the quotation price;

9.1.2 less than 7 days prior to the date of the Move as agreed upon between the parties, a 10% fee will be charged on the quotation price.

10. PAYMENT

10.1 Payment for the Services must be made via EFT in advance of the Move unless payment is made by a Government department or in terms of an approved corporate account.

10.2 The Customer may not withhold payment because of any claim he/she/it wishes to make against the Supplier and may not set off the quotation price against any losses suffered.

10.3 Any payments which are overdue will attract interest at the current prime lending rate.

11. RISK OF DAMAGE TO ITEMS

11.1 The Customer acknowledges that the transportation of Item(s) and the temporary storage thereof carries inherent risks.

11.2 The risk of loss or damage in respect of the Item(s) during the Move and whilst in Storage remains solely with the Customer at all times, and the Supplier does not accept any responsibility for any loss or damage thereto.

11.3 The Customer is strongly recommended to insure the Items comprehensively against all risks and is referred to in Clause 3 above.

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12. DELAYS IN TRANSIT

12.1 If the Supplier does not keep to an agreed written time schedule and the delay is within the Supplier's reasonable control, the Supplier will pay the Customer's reasonable expenses up to a maximum of R250. If through no fault of the Supplier, the goods are unable to be delivered, the Supplier will take them into store. The contract will then be fulfilled and any additional service(s), including storage and delivery will be at the Customer's expense. If the carrying vessel/conveyance, should for reasons beyond their carrier's control fail to deliver the goods, or route them to a place other than the original destination, the Customer has 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, or the additional cost of onward transmission to the place, port or airport of destination. These are coverable risks and it is the Customer's responsibility to arrange adequate marine/transit coverage.

13. LIABILITY FOR LOSS OR DAMAGE

13.1 The Supplier will not be liable to the Customer for any claims, losses or damages (including consequential or indirect losses or damages) which may be suffered by the Customer relating directly or indirectly to the Services provided, arising from any cause whatsoever including but not limited to claims (by a third party or otherwise), loss or damage resulting from:

13.1.1 fire;

13.1.2 theft (including hijacking during the move);

13.1.3 moths, vermin or similar infestation;

13.1.4 items moved under repair or restoration;

13.1.5 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

13.1.6 acts of terrorism;

13.1.7 wear and tear of any nature;

13.1.8 leakage or evaporation;

13.1.9 tuning and re-tuning;

13.1.10 an Act of God, including atmospheric or climate changes;

13.1.11 items moved which are frozen;

13.1.12 items moved which are brittle or fragile such as electronic equipment or self-assembled furniture;

13.1.13 the packing or unpacking of items not done by Supplier or the Supplier's Agent;

13.1.14 items left inside cupboards or other furniture;

13.1.15 the storage and transportation of food or plants;

13.1.16 difficult access to the premises where the items are collected;

13.1.17 items received from any third party;

13.1.18 damage caused to deep freezers in which goods are packed;

13.1.19 the move of any item referred to in clause 8 above.

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14. DAMAGE TO PREMISES

14.1 The Customer must note all damages to premises on the collection or delivery receipt and confirm it in writing within seven (7) days. The time limit is essential. The Supplier's liability will be limited to R500 and the Supplier may arrange to have the damage repaired.

15. INDEMNITY

15.1 The Customer shall indemnify and hold the Supplier harmless against any loss, damage, costs or claims made by any third party, including employees and persons affiliated with the Customer, arising from any cause whatsoever.

16. TIME LIMITS FOR NOTIFICATION OF CLAIMS

16.1 Without limiting and without prejudicing any of these Standard Trading Conditions, the Customer shall notify the Supplier in writing of any claims (including claims by a third party), loss or damage arising from any cause whatsoever to:

16.1.1 items which the Customer or the Customer's agent collects from the Supplier at the time of collection;

16.1.2 items which have been delivered by the Supplier to the designated destination within 7 days from the time of delivery.

16.2 If the Customer does not comply with the notification obligations set out in 16.1 above, any claim by the Customer against the Supplier arising from the said loss, damage or claims by a third party shall lapse and be unenforceable.

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PLEASE SIGN BELOW AS AN INDICATION THAT YOU UNDERSTAND AND ACCEPT OUR TRADING CONDITIONS CLAUSES 8 TO 16

CLIENT'S NAME: _____

CLIENT'S SIGNATURE: _____

DATE: _____

QUOTE REFERENCE NO: _____

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CONDITIONS UPON WHICH PROPERTY IS REMOVED, PACKED OR WAREHOUSED BY THE LASER TRANSPORT GROUP (PTY) LTD t/a STUTTAFORD VAN LINES
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17. SUPPLIER'S RIGHT TO HOLD AND SELL ITEMS

17.1 The Supplier has the right to withhold or ultimately dispose of some or all of the items until the Customer has paid all of the Supplier's charges and other payments due in terms of this Agreement, including (but not limited to) any charges paid by the Supplier on behalf of the Customer.
17.2 The Customer shall be liable for the Storage charges and other costs incurred by the withholding of items by the Supplier.
17.3 The Supplier is entitled, by giving 28 days' notice, to require the Customer to remove any items from the former's possession and to pay any outstanding or additional charges in respect of the Services rendered.
17.4 If the Customer fails to pay the outstanding or additional charges to the Supplier, the Supplier is entitled to sell or dispose of the items without further notice. The costs associated with the sale or disposal will be for the Customer's account and the net proceeds will be credited to the Customer's account.

18. THE SUPPLIER'S RIGHTS TO SUB-CONTRACT THE WORK

18.1. The Supplier has the right to sub-contract some or all of the Services to any other organisation of its choice.
18.2. If the Supplier sub-contracts some or all of the Services, this Agreement remains in force between the parties.
18.3. The Customer hereby agrees to the terms set forth in the Bills of Lading, Consignment Notes issued by other carriers or organisations involved in the removal and provides the Supplier with the power of attorney to accept such conditions as the Customer's agent.

19. DISPUTE RESOLUTION

19.1 The Customer may not defer payment to the Supplier or set off any amount due to the Supplier in the event of a claim or dispute.
19.2 The Parties agree that if a dispute arises they will firstly use reasonable endeavours to resolve, through mutual consultation, without involving any third parties, any dispute which may arise under, out of, or in connection with this Agreement and the Services rendered.
19.3 If the dispute remains unresolved, the parties agree that only the laws of South Africa will apply and that only South African Courts have jurisdiction to preside over the said dispute.

20. FORWARDING ADDRESS

If the Customer provides the Supplier with items to be stored the Customer is obliged to provide a forwarding address and notify the Supplier in writing if it changes. Where possible an email address is required.

21. LIST OF GOODS OR RECEIPT (INVENTORY)

If a list of items or receipt for them is given, it will be final unless the Customer notifies the Supplier in writing within seven days of collection specifying any items that are missing from the list or receipt.

22. STORAGE CHARGES

22.1 All charges including removal charges must be paid before the items may be taken out of Storage. All Storage charges must be paid in advance by the Customer monthly or quarterly depending on the agreement reached between the parties by debit order.
22.2 The Supplier has the right to review the Storage charges periodically. The Customer will be given 28 days notice of any increases in the Storage charges.

23. TERMINATION

23.1 Either party shall have the right to terminate the Agreement with immediate effect by giving written notice to the other party if:
23.1.1 the other party commits a breach of any of the terms of the Agreement;
23.1.2 the other party commits an act of insolvency and/or is provisionally or finally liquidated or sequestrated.
23.2 If the Customer intends to end the Storage of the items by the Supplier, the Customer must give the Supplier 14 days' notice of this intention. The Customer agrees that the Storage charges would be charged up to the date the Items are taken out of Storage and that the charges must be paid in full before the Items can be released.
23.3 If the Customer arranges for the collection of the Items independently from the Supplier, the Customer agrees that he/she/it is liable for the charges of taking the Items out of Storage.
23.4 The Supplier has the right to end the Storage of the Items at any time by providing the Customer with 3 months' notice.

24. SOLE CONTRACT AND VARIATION

24.1 This Agreement constitutes the sole record of the Agreement concluded between the Parties hereto and no representations, warranties or statements attributable to the Parties or anyone purporting to act on behalf of the Parties will have a bearing or effect on the terms.
24.2 No addition to, variation or consensual cancellation of this Agreement shall be of any force and effect unless reduced in writing and signed by or on behalf of both Parties.
24.3 No indulgence, leniency, or extension of time which either of the Parties may grant or show to the other shall, in any way, prejudice such party or preclude such party from exercising any rights in the future.

25. SAFEGUARDING YOUR PERSONAL INFORMATION

25.1 The Supplier acknowledges the Customer's trust and is committed to protecting the information the Customer provides. To prevent unauthorized access, the Supplier has implemented technology and policies with the objective of safeguarding and securing the information the Supplier collects. Access to the Customer's "personal information" is only permitted among the Supplier's employees, subcontractors and agents in order to process the Customer's request and fulfill the Supplier's contractual agreement. The retention of documentation and information is done in accordance with the Companies Act 71 of 2008. For any queries, data breach or access to the Customer's information, the Customer can contact the Supplier on privacy@stuttafordvanlines.com.

26. COMMITMENT TO QUALITY MANAGEMENT

26.1 The Supplier requires its partners to acknowledge and commit to the Supplier's quality standard through Service Level Agreements. Partners are evaluated before concluding a Service Level Agreement by completing the Supplier's Quality Management, Data Privacy Protection, Anti-Trust, Anti-Bribery and Anti-Corruption survey.

27. ANTI-TRUST, ANTI-BRIBERY AND ANTI-CORRUPTION MANAGEMENT

27.1 FAIM accredited branches have signed Anti-Trust, Anti-Bribery and Anti-Corruption charters with FIDI and confirm that the Supplier has taken all the necessary steps to mitigate risk in its supply chain. These charters have been communicated on the Supplier's company website and to all internal personnel.

PLEASE SIGN BELOW AS AN INDICATION THAT YOU UNDERSTAND AND ACCEPT OUR TRADING CONDITIONS CLAUSES 17 TO 27

CLIENT'S NAME: _____

CLIENT'S SIGNATURE: _____

DATE: _____

QUOTE REFERENCE NO: _____