

## **1. The provider and area of applicability**

1.1 These are the terms and conditions of service for Careful Movers (Pty) Ltd. Careful Movers (Pty) Ltd is a company registered in accordance to the South African law, with registration number 2018/205118/07. We are not yet VAT registered.

1.2 These General Terms and Conditions of Business ("GTC") shall apply to your purchase of any of the services offered by the company but not limited to any transportation and relocation services ("Services") and by placing an order ("Order") for any Service you agree to be bound by the GTC. You should print a copy of the GTC for future reference. Use of the [Website](#) itself is subject to our Website Terms of Use. Use of your personal information submitted to or via the Website is governed by our Privacy and Cookies Policy.

1.3 We reserve the right to change these GTC from time to time by changing them on the Website, although no such change will affect any Order you have already placed with us.

1.4 Please note that the "Convention on the Contract for the International Carriage of Goods by Road" ("CMR") does not apply to relocation agreements contracted with Careful Movers.

## **2. What is Careful Movers and what do we offer?**

2.1 Careful Movers performs transportation, relocation services and services ancillary to relocation services (together, the "Services"). The ancillary services form part of the Services, such as, arrival and departure of the transporting vehicle, loading and discharge of goods specified in the Order ("Goods") but additional services are not included (see clause 2.3 and 2.4 below). You may book additional services not offered in the first instance by us (such as moving boxes, local parking suspensions) for an additional charge ("Additional Services").

2.2 If you enter into a contract for Services, the Services include:

- the hire of personnel for the Services ("moving team");
- traveling time of the transporting vehicle(s) and moving teams to the Pick-up Location (as defined below);
- loading the Goods into the transporting vehicle(s) by the moving teams, from the location specified in the Order ("Pick-up Location");
- transporting the Goods to the destination specified in the Order ("Delivery Location");
- unloading the Goods by moving teams at the Delivery Location, carrying and depositing the Goods to or at the Delivery Location;
- departure from the Delivery Location;
- fuel for the transporting vehicle(s); and
- all planning and coordinating services for the above.

2.3 You may book additional services, if and to the extent offered by us, for additional payment ("Additional Services"). The Additional Services, if and to the extent offered by us, are as follows:

- assembling and disassembling of furniture, kitchens, and plumbing fixtures;
- packing and unpacking of Goods;
- submitting applications for parking suspensions accompanied by setting up the requisite street signs in a timely manner;
- providing and setting up furniture elevators;
- providing packing material;
- storage of Goods;
- additional insurance coverage; and/or
- assumption of import and export customs duties.

2.4 If you do not book the Additional Services with us, then you are responsible for these services.

### **3. Hazardous Goods**

3.1 For the purposes of the GTC, "Hazardous Goods" mean any Goods that we consider unsuitable to move.

3.2 We do not transport any Hazardous Goods for consumers.

3.3 If you are a business customer, we may transport Hazardous Goods as part of the Services where agreed in advance in writing by both parties. However, you must inform us in a timely manner and in writing as to the precise nature of the Hazardous Goods and, if applicable, any precautionary measures that need to be taken. We are entitled to terminate the agreement if, in our opinion, you do not provide this information to us.

### **4. How is the relocation contract with Careful Movers formed?**

4.1 The Services are specified in the Order.

4.1.1 You will submit to us via the Website, via e-mail, or by telephone particular information concerning your relocation, including but not limited to, the date or a date range, and information about the Goods to be moved (which we will use to calculate the volume of Goods to be moved), the destination and place of origin for the move, any additional services (that are agreed by the parties), etc. All specifications made must be accurate, up-to-date and truthful. This information shall form the basis for the expenses to be invoiced by Careful Movers and the subsequent execution of the relocation within the scope of the planning. Incorrect, inexact, or omitted specifications will be charged at your expense. They can lead to additional expense or even to the relocation not being carried out on the day planned. If you provide information that is incorrect or otherwise inaccurate then you may be charged additional costs. We cannot guarantee that we will perform the services on the agreed date if you have provided inaccurate or incomplete information.

4.1.2 We will issue a specific cost estimate on the basis of the information provided by you, and send the cost estimate to you via e-mail or phone. If you accept the cost estimate, then a booking form shall be made available to you, where you shall find the details of the pending Order summarized and shall be able to review and, if required, correct and/or enter any missing information. In the alternative, the client shall also have the opportunity to contact the company by telephone concerning the cost estimate, to ask questions again concerning the details of the pending order, and, as need be, to review and to correct the data and enter any information still missing.

4.2 If all requisite information has been entered and points have been clarified, including, but not limited to, the services to be rendered by the company, and the time or period of performance and the price to be paid by the client have been established, then this shall be a binding offer from Careful Movers to render the established services at the specified time or within the specified time period, at the price set forth. The client may book the relocation at these terms and conditions directly through the website, email or over the telephone.

The client shall be requested, in accordance with the respectively selected booking method, either during the booking procedure or immediately following thereafter, to render the down payment established in Sect. 9.3. The proper rendering of the down payment shall constitute a binding acceptance of the offer of Careful Movers by the client, through which the contract with Careful Movers shall come into existence.

We shall confirm the Order to you within three (3) business days of receipt of the down payment, via e-mail or text and, as the case may, additionally over the telephone (the "Order Confirmation"). We shall at all times have the right to refuse Orders in our sole discretion.

## **5. Expanding the scope of services**

5.1 You must contact us immediately if you wish to amend the Services after we have confirmed the Order at any time prior to two calendar days before the relocation date specified in the Order ("Relocation Date"). We will finalize the details with you and we will lead you through the process, if the desired change is reasonable and acceptable to the company. Careful Movers is free to agree or reject the requested change.

5.2 If the client wishes to expand the scope of services less than 72 hours prior to the relocation, or, as the case may be, only during the relocation, then such shall also be subject to the consent of the company. The prices for expansions of the scope of services under this Sect. 5.2 shall be determined in accordance with the price/service index, otherwise in accordance with individual agreement including Careful Movers. Any expansions of the scope of services under this Sect. 5.2 are to be documented on the day of the relocation and are to be confirmed by the client in writing. Such can take place using a particular form (the so-called "Move Protocol," either printed out or in digital form) but also by means of another documented signed by the client. Prior to this written confirmation, Careful Movers shall not be obligated to perform or carry out the additional/expanded services.

5.3 Any and all expansion of the scope of services under this Sect. 5 are in principle to be paid by the client immediately. Such shall apply independently of the payment method selected within the framework of the booking of the primary order.

In the event of an expansion of the scope of services only during the relocation, Sect. 5.3 paragraph 1 shall then apply only if the payment can be effected at the scene using a means of electronic payment authorized by Careful Movers. Insofar as a payment at the scene using a means of electronic payment authorized by Careful Movers cannot be effected, the additionally booked expanded services shall be invoiced only after the relocation, using the payment method selected within the framework of the booking of the primary order. A payment at the scene using other means of payment, including, but not limited to, a cash payment to the employees at the scene, shall not be permitted.

## **6. Special requirements**

### **6.1 No power of attorney held by removal teams**

6.1.1 Removal teams who carry out the Services do not possess a power of attorney and therefore they cannot represent us or contract on our behalf.

6.1.2 To the extent that the client wishes, however, to additionally book more specified additional services at the scene during the relocation and these additional services can also be rendered, or if foreseeable additional increased expense arises, then the additional expense or services are to be documented and confirmed with the employees on the scene in writing in accordance with Sect. 5.2.

6.1.3 Payments by the client to the employees on the scene shall have vis-à-vis "The Company" a releasing effect only if the payment is effected using a means of electronic payment authorized by Careful Movers. The employees on the scene in particular shall not be authorized to receive cash payments from the client. Payments by the client nonetheless made and not effected using a means of electronic payment authorized by Careful Movers shall be rendered without releasing effect which is at the expense of Careful Movers. Hence, Careful Movers shall not permit such payments to be valid against it.

### **6.2 Flexible date for relocating**

6.2.1 For greater flexibility when the customer plans a long-term move, the customer may book a 21-day flexible timeframe following their moving date. The customer can then change their moving date exactly once to a new date within this flexible timeframe either in writing or by telephone, when at least 10 days' notice before the original move date is given by the customer.

6.2.2 If the customer has chosen for The Company to decide their specific move date, Careful Movers can choose this from a range from 2 up to 21 days. The customer's selected period can start earliest three days after the confirmation of the contract. The Company will then inform the customer of the exact move date two days prior to the move date.

### **6.3 Your obligation to be present on site**

6.3.1 You must be present on the Relocation Date (and, to the extent it differs, on the move-in day) at the Pick-up Location or Delivery Location, either in person or through a representative you have authorised (see clause 8).

6.3.2 If any delays arise because you are absent or you are not represented at the Pick-up Location or Delivery Location on the Relocation Date, we will invoice you for any additional expenses we incur to the amount of R120.00 per half-hour per moving team employee situated on site commencing from the time of arrival.

**6.3.3 If you are delayed for the first two (2) hours from the time of arrival of the moving teams to the Pick-up Location, we may invoice you in full for the Fees in accordance with clause 9. We are not obliged to perform the Services in this instance.**

### **6.4 Right of termination in special cases**

6.4.1 We may terminate the agreement if we do not have the capacity to perform the Services or cannot adhere to the stipulated dates.

6.4.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any Order that is caused by events outside our reasonable control.

6.4.3 To the extent that the client is obligated under Sect. 9.4 to pay the stipulated total amount to The Company prior to commencement of the relocation or to allow the prior authorization under Sect. 9.4 on its credit card account, but neglects to do so by the second day (at 12:00 p.m.) prior to commencement of the relocation, The Company shall have the right to withdraw from the contract with the client. In the event of exercise of this withdrawal right by The Company, The Company may claim from the client its net costs resulting directly from the termination, as well as lost profit suffered by The Company resulting directly from the termination (but only to the extent such loss profit has not already been claimed as part of its net costs)."

6.4.3 The declaration of withdrawal shall be effected in writing (e-mail shall suffice).

### **6.5 Arrival Time**

6.5.1 The Company shall inform the customer of the arrival time of the removal team, within a window of 4 hours. This shall be communicated to the customer within a week of the move day but is not considered final until the day before the move.

## **7. Cancellation fees**

7.1 Once an Order has been agreed and signed by you and us, we shall have incurred costs in organising for the provision of the Services and therefore you shall have no right to cancel the supply of Services. If, notwithstanding the previous sentence, you choose to cancel the order, you will be responsible for paying us an amount up to the maximum equivalent of the Fees payable in accordance with the terms of this agreement and the order.

7.2 In the event of cancellation, we shall always be entitled to at least 33.3% of the Fees.

7.3 However, the compensatory payments which we are entitled to for termination shall be even higher where you terminate the agreement on short notice. The following shall apply: if the reasons

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for the termination are not within our control, then we are entitled to cover (in addition to the stated 33.3% of the Fees) any charges incurred for reserving the moving trucks, as well as any expenditures for administration and expenses as a result of termination of the contract.

7.4 If we: (i) cannot use the transport vehicles and/or moving teams in another manner; or (ii) have already incurred expenses for a parking permit, etc., then we are entitled to an amount equal to 100% of the Fees.

7.5 You should give us notice to terminate using the cancellation form intended for that purpose or via telephone. Otherwise, the termination declaration must be in writing (email is sufficient). Termination of the agreement shall not prejudice any other rights to which you and we are entitled.

## **8. Your duties**

8.1 You must provide, in a truthful, up to date, accurate and complete manner, all information required by us to perform the Services including but not limited to: (a) the Pick-up Location and Delivery Location and the length of the path from the moving truck to the front door of your home; (b) the availability and size of elevators and the number of floors to ascend; (c) the square metre measurements of your home; (d) the number of rooms; (e) the persons living in your home; (f) the contents of the list of Goods to be moved; (g) and any other information we require and any other circumstances relevant to us in order to carry out the Services as listed on the Inventory Form.

8.2 You must compile and provide to us a complete up to date, accurate and truthful list of the Goods to be moved. Prior to the booking, you must check the list of the Goods to be moved for completeness and to let us know by email or over the telephone if any Goods are missing. It is possible to update any cost estimate with further information. The cost estimate or the expenses for the relocation specified by The Company prior to the booking can be changed by means such a subsequent notification.

8.3 You must take all steps (in a timely manner and independently, prior to us commencing the Services) so that we may properly carry out the Services. This includes but is not limited to disassembling and assembling furniture, plumbing fixtures and kitchens, packing and unpacking the Goods to be moved and obtaining parking permits (to the extent not booked by us as an Additional Service). You will ensure that there shall be no impediment or delay on the Relocation Date.

8.4 Unless otherwise agreed by you and us, you are responsible for obtaining parking permits at the Pick-up Location and Delivery Location for the stipulated time period of the Services. If you require us to obtain the parking permits as an Additional Service, we shall use reasonable efforts to procure parking permits for you during the stipulated relocation period. Procuring the parking permits shall be subject to official approval. If it is not possible to obtain the parking permits, then we shall invoice any additional expense arising to you with the final invoice, and you shall be obligated to pay this additional payment in accordance with clause 9 of these GTC.

8.5 You must communicate to us any changes to the Order which may affect the Pick-up Location and the Delivery Location as well as the Goods to be moved and any other items relevant to the Services, (inter alia, telephone number and e-mail address), without undue delay, including but not limited to subsequently erected construction sites, construction work, blocked-off streets, or other hindrances. If any Additional Services are required in these circumstances, then you will be responsible for any additional costs in accordance with clause 9 of these GTC.

8.6 You must be contactable by us on the Relocation Date at the most recently specified telephone number (mobile/landline), as well as during the hours prior to the notified commencement of the Services.

8.7 Subject to clause 11.1, we are not responsible for any loss, damage or delay due to your non-compliance with clauses 8.1 to 8.6.

8.8 You agree that:

- you are authorised to permit us and our moving teams to provide the Services;
- you will not do or omit to do anything which may make us in breach of applicable laws in providing the Services; and
- all details provided in the Order are true and accurate in all respects.

The Company is not obliged to check submitted documents for accuracy and completeness.

## **9. Payment**

9.1 The fees are specified in the Order ("Fees") and shall include all applicable taxes. The Fees shall include all expense incurred by us.

9.2 Various payment methods shall be offered (e.g., payment on account, credit card, direct debit, direct wire transfer, bank transfer l) without, however, The Company being obligated to any of these. In addition, for any payment transacted through payment system providers (e.g., PayPal), the terms and conditions of use and business of the payment system provider involved shall apply exclusively; as the case may be, the client shall also have to hold a user account with the provider.

9.3 The customer shall have to render a down payment of at least 40% of the order value. This down payment is to be rendered in accordance with the selected payment method via credit card, direct debit, direct wire transfer, or payment on account. If the payment method "payment on account" is selected, then in the individual case it can be such that this down payment, however, is to be rendered via credit card, direct debit. In the event that the order is cancelled by the customer, the down payment shall be credited against any net costs incurred by The Company resulting directly from the cancellation by the client. The down payment shall cover costs incurred by The Company on account of the order having been placed based upon the planning and the organization of the move. The customer shall receive the invoice with the order confirmation as contemplated under Sect. 4.2.

If the client selects payment via direct wire transfer, then the client shall have to transfer the remaining amount to The Company (67% of the value of the order as well as any expenses arising from the subsequent expansion of the scope of service that have not yet been paid under Sect. 5.3) by no later than on the day of the move.

If the customer selects payment via bank transfer, payment must generally be made at the latest six days after the booking request. On day seven the amount is overdue; if the move is scheduled for day six after the booking request, payment must be made at the latest four days (11am CET) after booking request. On day five the amount is overdue. In the case The Company has not obtained payment, it is entitled to cancel the move immediately. The remaining amount (67% of the value of the order as well as any expenses arising from the subsequent expansion of the scope of service that have not yet been paid under Sect. 5.3) has to be transferred by no later than on the day of the relocation (7am CET). Please note that the payment method bank transfer is only selectable in the case that the move day is soonest six days after the booking.

The Company shall in the event of considerable out-of-pocket expenses which arise to The Company from the individual order, including, but not limited to, contracting with relocation partners or the order of no-parking signs, demand a commensurate partial payment from the client

9.5 To the extent that the client selects the "payment on account" payment method, s/he consents to giving The Company the right in principle to assign any claims arising from the contract with the client for receivables settlement (such concerns claims beyond the down payment). Such shall not apply insofar as a prohibition against assignment provided by law stands opposed thereto.

9.6 Any offset by the client against claims of Careful Movers or the exercise of the retention right shall be mature only with undisputed or judicially determined receivables.

9.7 In the event of the client's default with more than one material obligation, the entire receivable shall be immediately mature for payment. Furthermore, in the event of a default, a reminder fee of R50.00 in each instance may be incurred, which is to be rendered to The Company by the client. There shall be no payment of a lump sum for reminder expenses to the extent that the client substantiates no damage or a lesser amount of damage has arisen to The Company due to the client's default.

## **10. Warranties**

10.1 We warrant that:

- the Services will be provided with reasonable care and skill; and
- we will provide sufficient numbers of appropriately qualified and skilled personnel to perform the Services in accordance with the terms of this agreement.

If any warranty in clause 10.1 is breached, you will tell us as soon as is reasonably possible. You must give us a reasonable time to fix the problem and (if necessary) to re-perform any relevant Services. This will be done without any additional charge to you.

10.3 Subject to clause 10.1, and apart from the terms set out in this clause 10, no conditions, warranties, representations or other terms apply to the Services supplied under this agreement. In particular, no implied conditions, warranties, representations or other terms relating to merchantability, satisfactory quality or fitness for any particular purpose will apply to anything supplied under this agreement.

10.4 We will not be liable for breach of any of the warranties or other terms in this agreement to the extent that the breach arises from:

- any inaccuracy in any information or materials provided by you;
- a failure by you to follow our oral or written instructions as to the storage, packaging, labelling of the Goods;
- any breach by you of clause 8.

## **11. Limitation of liability**

11.1 Neither party's liability:

- for death or personal injury caused by its negligence or the negligence of its employees or agents;
- for fraudulent misrepresentation;
- for breach of any statutorily-implied term as to ownership of products;
- under Part I of the Consumer Protection Act 1987; or
- for any other liability that may not, under South African law, be limited or excluded,

is excluded or limited by this agreement, even if any other term of this agreement would otherwise suggest that this might be the case.

11.2 Subject to clause 11.1, if you are a consumer and not a business user, in no event shall we be liable to you for any business losses, and if you are a business user, in no event shall we be liable to you for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses, and any liability you do have for losses that you suffer are strictly limited to losses that were reasonably foreseeable.

11.3 Subject to clauses 11.1 and 11.2, our total aggregate liability under this agreement and in relation to anything which the party concerned may have done or not done in connection with this

agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to:

- an amount equal to 125% of the total amount paid or payable by you under this agreement; or
- if the amount referred to in (a) cannot be calculated accurately at the time the relevant liability is to be assessed, or R8000

Whichever is higher?

## **12. Notice of damage in the event of loss or of damage to the Goods to be moved**

12.1 Any claims by you against us for loss of or for damage to the Goods shall lapse if:

- the loss of or damage to the Goods is obvious and we are not informed by the day after we have delivered the Goods; or
- the loss or the damage is not obvious and we are not informed within fourteen (14) days of delivering the Goods.

12.2 Any complaints in accordance with clause 12.1 must clearly specify the loss or damage to the Goods. You must complete and send to us in writing a damage report after completion of delivery of the Goods ("Damage Report"). You may use the form of Damage Report available on the Website.

## **13. Data protection**

13.1 All information concerning the collection, processing, and use of personal data through the Company is to be found in the privacy policy.

## **14. Term and termination**

As a general rule, The Company shall be liable in accordance with legal regulations. For relocation contracts with consumers, the following, inter alia, shall be applicable in accordance therewith:

14.1 This agreement will commence on the date specified in the Order and will automatically terminate upon delivery or otherwise in accordance with this clause 14.

14.2 Either party may terminate this agreement if:

- the other materially breaches any term of this agreement and it is not possible to remedy that breach; or
- the other materially breaches any term of this agreement and it is possible to remedy that breach, but the other fails to do so within 30 days of being asked to do so.

14.3 For the purposes of this clause 14.3, in order for it to be possible to remedy a breach it must be possible to take steps so as to put the other party into the same position which (save as to the date) it would have been in if the breach had never occurred.

The liability of The Company for loss or damage to the goods to be moved shall be limited to an amount of R800.00 per cubic meter of the loading space required to fulfil the contract.

14.4 Each party may terminate this agreement if:

- the other party becomes or is deemed insolvent;
- any distress or execution is levied on any of the other party's property or assets;
- the other party makes or offers to make any arrangement or composition with creditors;



- any resolution or petition to wind up the other party's business (other than for the purpose of amalgamation or reconstruction) is passed or presented or if a receiver or administrative receiver of the other's undertaking, property or assets is appointed or a petition presented for the appointment of an administrator; or
- the other party is subject to any proceedings which are equivalent or substantially similar to any of the proceedings under sub-clause (a), (b), (c) or (d) under any applicable jurisdiction.

14.5 Apart from any other rights which we might have, if you breach this agreement, we may suspend performance of any of its obligations or any of your rights under this agreement until you remedy the breach to our reasonable satisfaction.

The releases and limitations of liability envisaged in this subsection and in the freight contract shall not apply if the damage is traceable to an act or an omission which the carrier or a person cited in § 428 HGB committed maliciously or recklessly, or in the knowledge that damage would likely occur.

14.6. The assumption of overnight lodging and transportation expenses as a result of any deficient relocation shall be limited to R500.00 per day per person living in the household.

## **15 Consequences of Termination**

15.1 Expiry or termination of this agreement will not affect any accrued rights or liabilities that either party may have by the time termination takes effect.

15.2 On expiry or termination of this agreement, all our unpaid charges and expenses up to the date of termination shall become immediately due and payable by you.

## **16. Relationship**

16.1 Our relationship established by this agreement is that of independent contractors, and nothing contained in this agreement shall be construed to:

- give either party the power to direct and control the day-to-day activities of the other; or
- constitute the parties as partners, joint ventures, co-owners or create an agency or employment relationship.

16.2 Neither party has any authority to:

- enter into a contract for or on behalf of the other party;
- assume a liability on behalf of the other party; or
- pledge the credit of the other party,

unless such authority is expressly granted in writing by the other party. Neither party may act as if it has such authority and must not represent (expressly or by implying it) that it has such authority.

## **17. General**

17.1 You may not sub-license or assign any of your rights or obligations under this agreement.

17.2 We may sub-contract the performance of any of our obligations under this agreement. We may assign this agreement or any of our rights or obligations under this agreement to someone else. We will remain liable to you for any breach of this agreement if it sub-contracts or assigns as set out above.

17.3 We will not be liable to you for any breach of this agreement that arises because of any circumstances that we cannot reasonably be expected to control.

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17.4 All notices and consents relating to this agreement must be in writing. All variations to this agreement must be agreed, set out in writing and signed on behalf of both parties before they take effect.

17.5 This agreement sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it. Subject to clauses 10 and 11, no other representations or terms shall apply or form part of this agreement. You acknowledge that you have not been influenced to enter into this agreement by anything we have said or done or committed to do, except as expressly recorded herein.

17.6 Where this agreement refers to any person, this includes reference to legal as well as natural persons (so, for example, a limited company is a person for the purposes of this agreement).

17.7 No term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.

17.8 These terms and conditions shall be governed by South African law, and you agree that any dispute regarding them will only be dealt with by the South African courts. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.