

## TERMS AND CONDITIONS OF SERVICE

### 1. Introduction

- 1.1. This contract explains Your rights and responsibilities, and ours.
- 1.2. 'We', 'Us' or 'Our' means Michael Bodwell (Pty) Ltd, registration number 2021/475316/07 trading as Careful Movers.
- 1.3. 'You' or 'Your' means the customer.
- 1.4. This contract can only be changed by written agreement between You and Us. One of Our directors or authorised representatives must sign any change for it to be valid.
- 1.5. Moving or storing furniture or goods is risky and we do not take any responsibility
- 1.6. Please kindly pay special attention to Our liability terms. Our liability for loss or damage is limited. This means we are not responsible for all losses or damages You might suffer.

### 2. Our Quotation

- 2.1. Our quotation includes Value Added Tax but does not include unless otherwise stated insurance cover, any other customs duties levies or fees payable to the government or other statutory bodies and all such duties or fees (if any) will be payable by You in addition to the quoted price.
- 2.2. Our quotation to You is based on the information provided by You, the customer. Any change to the details of the move might affect the quote.
- 2.3. Although we quote a fixed price, we reserve the right to amend it or make additional charges if any of the following have not been taken into account when preparing the quotation: -
  - 2.3.1. If due to any circumstances outside Our control the work is not carried out or completed within thirty days of the quotation generation date.
  - 2.3.2. Our costs increase as a result of currency fluctuations or changes in taxation, freight or fuel prices charges beyond Our control.
  - 2.3.3. We supply any packing materials at Your request after the quotation is given.
  - 2.3.4. We supply any additional services, including moving or storing extra goods (these conditions apply to such work).
  - 2.3.5. The work is carried out outside normal working hours (8.00hrs to 17.00hrs) at Your request after the quotation is given.
  - 2.3.6. There are delays outside Our reasonable control in which event we will make additional charges calculated following Our standard rates applicable at the time.
  - 2.3.7. If there are parking restrictions, lifts or doorways are inadequate for free movement of the furniture or goods without mechanical equipment or structural alteration, or if there are steps/stairs/hill incline/extra distance (more than 20 meters from the doorway) or other obstacles which could affect the move.
  - 2.3.8. Any parking or other fees or charges that we have to incur and pay to carry out the services You require. In all these circumstances You will be responsible for the extra charges.
  - 2.3.9. If You request some or all of the goods from Our storage facilities, we are entitled to make a charge for delivering them over to You.
- 2.4. In any such circumstances mentioned under Clause 2.3, adjusted charges may apply and become payable immediately. We will issue a revised invoice.
- 2.5. In the case of Goods not declared to Us, We reserve the right not to perform the services if the additional work cannot reasonably be accommodated in Our schedule.

- 2.6. All prices are based on hourly rates unless otherwise previously agreed in writing. We may (but are not obliged to) agree on a fixed price instead of charging You by the hour, but we can only do so if You have access to the destination property and if there is a delay in obtaining access after Our vehicle arrives at the destination, including waiting for keys to be handed over, we reserve the right to cancel the fixed charge arrangement and add a further charge based on Our hourly rates for the duration of the delay.
- 2.7. Prices are estimated to the best of Our ability and based on the information provided. If a job is to go overtime the same hourly rates apply, likewise, if the job was to take less time You will only be charged accordingly subject to a minimum booking period.

### **3. Work not included in the Quotation**

- 3.1. Unless agreed by Careful Movers, in writing, we will not, as part of the quoted removal services:
- 3.1.1. Pack or unpack any boxes;
  - 3.1.2. Dismantle or assemble any furniture or fittings, except for normal beds that can easily be dismantled using normal tools;
  - 3.1.3. Disconnect or reconnect appliances, fittings or equipment, such as stoves and washing machines;
  - 3.1.4. Dismantle or assemble garden furniture and equipment including, but not limited to sheds, greenhouses, garden shelters, outdoor play equipment, gym equipment, trampolines, hot tubs, satellite dishes, or move paving slabs, planters and the like;
  - 3.1.5. Move loaded refrigerators/deep freezers;
  - 3.1.6. Remove or lay fitted floor coverings, such as wall-to-wall carpets, curtains, blinds or other window coverings or,
  - 3.1.7. Move storage heaters, unless they are dismantled;
  - 3.1.8. The movement of any item or items which Our staff reasonably believe they cannot move safely, whether due to its nature or position;
  - 3.1.9. Move items from a loft or cellar, unless properly lit, and floored and safe access is provided;
  - 3.1.10. Move or store any items we exclude under Clause 7.2.
- 3.2. Careful Movers 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.

### **4. Your Responsibilities**

- 4.1. It will be Your sole responsibility to:
- 4.1.1. Declare to Us, in writing all Your furniture and goods being removed and give details of any Items with a replacement cost and anything that is unusually fragile. An accurate declaration is essential as it may be impossible for Us to remove any undeclared Goods because of time limits or van size;
  - 4.1.2. If it is subsequently established that the value of the Goods removed is greater than the actual value You declare, You agree that Our liability under the insurance Clause 10.4 **will** accordingly be reduced to reflect the proportion that Your declared value bears to their actual value;
  - 4.1.3. Specifically, inform Us about all and any Goods or Items of significant value or particular importance to You submitted for removal transit, including but not limited to; All items

- valued at more than R1 000, antiques, designer furniture; and fine arts. Boxes and other containers packed with fragile items must be clearly labelled;
- 4.1.4. Obtain at Your own expense, all documents, permits, permissions, licenses, customs documents necessary for the removal to be completed;
  - 4.1.5. Take steps to protect wooden floors, carpets, bannisters, walls and other property that might suffer damage during the removal. If You require Us to use protectors You must tell Us in advance;
  - 4.1.6. Ensure that the fridge freezer, deep freezers are defrosted before transportation and not switched on straight away. The recommended time to switch on these appliances is 24 hours after delivery. We do not pack and/or transport refrigerated or frozen contents. Properly preparing any appliance or equipment before it is removed;
  - 4.1.7. Be present yourself or appoint a representative at the departure and destination points to ensure that nothing is removed or left in error or is left in the wrong room;
  - 4.1.8. Arrange for security for Your items when they are collected and delivered, by being there yourself, or by arranging for someone else to be there for You;
  - 4.1.9. If You have elected to pack yourself then all packing is to be completed by the time of commencement of the move. If this has not happened and it adds unforeseen time to the move then extra charges will apply pro-rata to the price quoted;
  - 4.1.10. 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;
  - 4.1.11. Ensure authorized signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of goods;
  - 4.1.12. Arranging and paying for any parking we need to do the work.
- 4.2. Provide full disclosure for Us to provide accurate quotations. We require:
- 4.2.1. Full address details of all collection and delivery addresses.
  - 4.2.2. Size of Your property including stores, number of bedrooms; lofts, sheds and/or garage each property has that You wish Us to move Items from.
  - 4.2.3. If Your property is a flat – which floor it is on and if the property is serviced by a working lift
  - 4.2.4. Will the lift be able to convey all Your Items?
  - 4.2.5. If there is no lift or it is not working – what is the condition of the stairs for access
  - 4.2.6. Approximate distance (in meters) that We can legally park (or park at customers own risk) from Your properties' entrance.
  - 4.2.7. A list of inventories including the number and size of boxes
  - 4.2.8. How many Items can be or need to be dismantled and therefore reassembled at the destination address(s).
  - 4.2.9. If going into storage, the size of room booked (cubic feet)
- 4.3. Parking arrangements outside all collection and delivery addresses remains the responsibility of the customer. If no other arrangements are made and Our vehicle receives any penalties whilst carrying out Your service, the customer is liable to pay for this. The customer will be notified and payment must be received in full on completion of the service.
- 4.4. Other than because of Our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

## **5. List of goods or receipts (inventory)**

- 5.1. Any list or receipt we provide for items we have packed moved, shipped, handled or stored will be final unless You write to Us within seven days about any mistake or item that You think we have left out.
- 5.2. You may not claim any item, not on the list or receipt we gave You.

## **6. Our Responsibilities**

- 6.1. It is Our responsibility to deliver Your goods to You or produce them for Your collection, from the collection address to the delivery address provided.
- 6.2. If We have undertaken to pack the goods, or otherwise make them ready for transportation and/or storage, it is Our responsibility to deliver them to You or produce them for Your collection, undamaged.
- 6.3. If We fail to discharge the responsibilities identified in the clauses above, we will, subject to the provisions of liability Clause 13, be liable under this agreement to compensate You for such failure.
- 6.4. We will not be liable to compensate You where clauses apply unless loss or damage occurred as a result of negligence or breach of contract on Our part.
- 6.5. If You do not provide Us with a declaration of the value of Your goods, or if You do not require Us to accept standard liability. We will not be liable to You for failure to discharge the responsibilities identified in this Clause unless that failure was caused by negligence or breach of contract on Our part.
- 6.6. The amount of Our liability under this Clause shall be determined following Our liability clauses.

## **7. Goods Excluded from Removal or Storage**

- 7.1. The following items unless agreed in writing by a director or other authorised representative will not be moved or stored by Us and must not be presented for removal and/or storage.
- 7.2. For all items listed below, all of which carry varying degrees of risk, and You are required to make Your arrangements for their transport and storage:
  - 7.2.1. Personal documents including passports and travel documents, wallets, handbags containing valuables, mobile phones, portable IT, cameras, laptops, electronic devices, currency, cash, bank or credit cards, jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, valuable or fragile collections of any kind;
  - 7.2.2. Refrigerated or frozen food or drink or anything that requires a controlled environment;
  - 7.2.3. Furs, perfumery, wines, spirits, tobacco, cigars, cigarettes, foodstuffs or perishable goods;
  - 7.2.4. Any animals and their cages or tanks including pets, birds or fish;
  - 7.2.5. Dangerous, damaging or explosive items, including paint, aerosols, ammunition, batteries, firearms or weapons of any kind;
  - 7.2.6. Goods likely to encourage vermin or other pests or to cause infection;
  - 7.2.7. Goods that require special licence or government permission for export or import and
  - 7.2.8. Prohibited or stolen goods or drugs.
- 7.3. If You do include any of the above in the goods to be removed, we will not accept any liability whatsoever for any loss or damage to them.
- 7.4. You will indemnify Us against all charges, expenses, claims made, penalties claimed, and for any loss or damage that we or someone else may suffer through the presence of those items or substances.
- 7.5. We accept no liability for any garden furniture, pots, plants etc due to the nature of weathering that can make such items unstable and brittle.

- 7.6. If any of the items or substances which are listed under 7.2 are in Your goods we may remove, destroy or otherwise dispose of or sell such items or substances without notice, in which case we will pay You the net proceeds of the sale following deduction of any expenses incurred by Us and any payments or sums due to Us from You.
- 7.7. In the case that we agree to remove or store goods such goods, we shall be entitled to charge extra in respect of the same. If You are not happy with the extra charge levied then You shall be entitled to terminate this contract, before the removal or storage commences.
- 7.8. If we do agree to accept such items for removal or storage then we shall not be liable for any loss or damage that occurs due to the special nature or sensitivities of the goods involved. Other than this exclusion we remain liable for other losses as we would under the balance of this contract

## **8. Ownership of the goods (items)**

- 8.1. By entering into this Agreement, you guarantee that:
- 8.1.1. The goods to be removed and/or stored are Your property, or
- 8.1.2. 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.
- 8.2. You indemnify (a promise to protect) Us against any damage, cost or claim if any warranty is not true.

## **9. Payment of Removal & Storage Charges**

- 9.1. Unless otherwise agreed by Careful Movers in writing We accept payments into Our bank account through, Direct Deposit, Electronic Funds Transfer (EFT), Debit or Credit Cards.
- 9.2. You are to pay at minimum, a 50% deposit is mandatory to confirm as well as secure Your booking.
- 9.3. For any payment You make, you will have to send the proof of payment to Our [accounts@carefulmovers.co.za](mailto:accounts@carefulmovers.co.za) email address and copy the email address assisting You.
- 9.3.1. Unless otherwise agreed to Us in writing no booking can be confirmed or guaranteed unless a 50% deposit of the amount quoted has been received.
- 9.4. For all removals we undertake either from or to any place outside the Gauteng Province (National, Interprovincial or International moves), the balances of the removal cost must be received by Us in full and payment cleared at least three working days before the removal is due to take place.
- 9.4.1. We reserve the right to refuse to undertake national or interprovincial removals, pick-up (loading), delivery (offloading), or both until we have received full payment for such.
- 9.5. Payment terms for local removals (within the Gauteng province) are also the same as with national moves except that we may at Our discretion and on prior arrangement allow payment of the outstanding balance;
- 9.5.1. On the day of the removal, before offloading.
- 9.5.2. In cash not exceeding R 5 000.00 in total.
- 9.5.3. Through Our Point-of-Sale swiping machine.
- 9.6. For all removals whether local, national or international, we will never release or offload, otherwise deliver property until full payment for such has been received, cleared and confirmed.
- 9.7. For all storage services offered whether short or long term, we will never release, offload, otherwise deliver property until all payments owed to Us including relevant monthly or storage fees have been received, cleared and confirmed.

- 9.7.1. If You arrange to deliver or collect a consignment, we will charge You for any work done by Us for handling items into or out of storage.
- 9.7.2. All storage fees are to be paid to Us on or before the first day of each month such services are required.
- 9.7.3. If You have not paid within the agreed removal or storage terms, we will be entitled to charge interest on all overdue sums daily, calculated at 3% per annum above the prevailing South African Reserve Bank rate.
- 9.7.4. We will also be entitled to recover all the reasonable costs that may be incurred by Us to recover such outstanding amounts. (e.g., Debt collection fees, court costs, solicitor fees, etc.)

## **10. Postponement and Cancellation**

- 10.1. By agreeing to undertake the removal or storage we incur costs in preparing for it (administration/back-office costs) and also lose the opportunity to undertake further work that would use the same resources. Because of this, we may suffer a loss if You cancel this contract or postpone its performance. We charge these fees based on an assessment of losses we have incurred as a result of You cancelling or postponing the removal.
- 10.2. For alteration/postponement/cancellation notice received the fees are as follows:
  - 10.2.1. Thirty or more working days before the services were due to start – no charge.
  - 10.2.2. Between sixteen to twenty-nine working days inclusive before the services were due to start – 50% of the charges.
  - 10.2.3. Between eight and fifteen working days inclusive before the services were due to start – 75% of the charges.
  - 10.2.4. Less than seven working days before the removal was due to start – 100% of the charges.
- 10.3. Condition 10.2. will not apply if You elect to take any removal postponement/cancellation protection waiver for which we have quoted.
- 10.4. The cancellation/postponement charge will entitle You to only one Cancellation/postponement.
- 10.5. If property access issues including the necessary key exchange are not arranged by You before or on the day of the removal, to the effect that it results in a delay in the undertaking of Our work, we will reschedule Your pick-up or delivery at the same costs to You for the originally booked move.

## **11. Delays in transit**

- 11.1. Unless we give a specifically agreed written timescale then arrival and departure times (transit times) are an estimate only
- 11.2. Transit times may vary due to several prevalent factors outside Our control including but not limited to industrial disputes, weather, traffic and road conditions, changes in sailing or departure dates made by the ferry/freight/shipping company, changes in the routes used by the freight/shipping company and port congestion.
- 11.3. We will advise You of any material changes to the collection/delivery/ transit times as soon as we become aware.
- 11.4. If the collection or delivery of the goods is delayed, we will, if the delay arises from Our negligence, pay Your reasonable expenses that arise as a result of the delay, such as but not limited to reasonable hotel costs.
- 11.5. Under no circumstances shall Our liability for delay exceed 5% of the total amount charged for the move.

- 11.6. Other than as set out in clauses above we shall not be responsible and shall not have to indemnify or compensate You in respect of any costs or losses arising from delay.
- 11.7. Provided that if the period of delay or non-performance continues for 48 hours then You may terminate this agreement, without penalty by giving not less than seven days written notice to Us.
- 11.8. If through no fault of ours we are unable to deliver Your goods, we will take them into storage. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at Your expense.

## **12. Route, Method Of Removal & Our Right to Sub-Contract**

- 12.1. Unless it has been specifically agreed otherwise in writing in Our Quotation, other space/volume/capacity on Our vehicles and/or the container may be utilised for consignments of other customers.
- 12.2. We shall be entitled to carry, or arrange for the transportation of the goods by any reasonable route, having given due regard to all the circumstances including, but not limited to, the nature and destination of any other goods being carried on or in the conveying vehicle.
- 12.3. We will advise You of any material changes to the collection/delivery/ transit times as soon as we become aware.
- 12.4. We reserve the right to sub-contract some or all of the removal and if we do so, then these terms and conditions will prevail.
  - 12.4.1. If We sub-contract the work, you will still receive Your offer from Us.
  - 12.4.2. We sub-contract, then these conditions will still apply.

## **13. Liability Cover**

- 13.1. As Careful Movers, we take pride in Our workmanship and aspire to prevent any incidences resulting in loss or damage to Your property while handling it. While striving for excellence, the reality is that all we can do is reduce the risk of incidences not eliminate them. Even the best laid and executed plans can go awry due to unforeseen circumstances, which is why you should ensure that Your move and Your possessions are insured.
- 13.2. You have two insurance coverage options available to You which are; the Goods in Transit Cover (limited) and the All-risk insurance.
- 13.3. The Goods in Transit' furniture removal insurance covers Your goods only whilst they are in transit. Your goods will be covered against the following: Fire, Collision, Hijacking, Overturning, Vehicle Theft.
  - 13.3.1. The Good in Transit insurance cover is free of charge.
  - 13.3.2. However, it is also limited and will not cover Your furniture or belongings beyond the conditions specified in Clause 13.3.
  - 13.3.3. In respect of any particular furniture or goods damaged or lost under conditions outlined in Clause 13.3, Our liability will not, under any circumstances exceed a total value of R100 000.00
- 13.4. The all-risk furniture removal insurance cover starts from the moment we lay Our hands on Your possessions until You are fully settled in Your new home or office. Your goods will be covered against the following; fire, collision, hijacking, overturning, theft, vandalism, riot and strike action, terrorism, goods in transit, storm damage including flooding, handling damages and dents.
  - 13.4.1. The all-risk insurance cover is optional, You may decide to use it or not.

- 13.4.2. For the all-risk insurance cover to apply in the event of loss or damage to Your property under conditions listed in Clause 13.4. it is compulsory that;
- 13.4.3. Declare in the inventory, the total values of each of Your furniture or belongings that You want to be covered.
- 13.4.4. The to be insured furniture is wrapped or protected to Our approval or satisfaction before removal or storage.
- 13.4.5. Pay in advance a non-refundable 2.85% amount of the total value of the furniture or belongings You want to be covered.
- 13.5. Where the lost or damaged furniture is part of a pair or set, Our liability to You, where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set.
- 13.6. Depending on the liability cover option You would have taken, we may choose to repair or replace the damaged or lost items.
- 13.7. However, if we choose to repair the item, we will not be liable for any depreciation. We are not liable on a 'new for old' basis for any lost or damaged goods.
- 13.8. You must notify Us of any loss or damage within seven days of the collection of goods by You or their delivery by Us to their destination unless we agree in writing to an extension of this time limit. If You fail to make a notification to Us of such loss or damage within this time scale, we will not be liable.

#### **14. Exclusions of Liability Cover**

- 14.1. Whatever the insurance option You decide to have for Your furniture or goods, we will not be responsible for damage or loss of Your furniture arising from any of the following;
  - 14.1.1. Normal wear and tear, ageing, natural or gradual deterioration, leakage or evaporation;
  - 14.1.2. Changes in atmospheric or climatic conditions;
  - 14.1.3. Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water
  - 14.1.4. Incidence of moths, vermin or similar infestation;
  - 14.1.5. Any inherent defect in the goods;
  - 14.1.6. Goods that have a relevant proven defect or are inherently defective.
  - 14.1.7. Cleaning, repairing or restoring unless we agreed to do the work;
  - 14.1.8. Electrical or mechanical derangement to any appliance or equipment unless there is evidence of external impact damage;
  - 14.1.9. Damage to motorbikes or other motor vehicles unless we have issued a pre-collection condition report;
  - 14.1.10. Damage to any motorbike or other motor vehicle moving under its power other than during the normal course of loading and unloading.
- 14.2. Whatever the insurance option You decide to have for Your furniture or goods, we will also not be responsible for damage or loss of Your furniture arising from any of the following;
  - 14.2.1. Loss or damage to the goods that occurs before we have taken possession, custody and control of the goods;
  - 14.2.2. Loss or damage to the goods that occurs after we have delivered or handed over the goods to You or a party nominated by You
  - 14.2.3. Loss of goods that have not been packed by Us. This includes goods packed in wardrobes, drawers, cases, boxes or other types of containers, gadgets or electricals including TVs not wrapped or covered by Us.
  - 14.2.4. Damage to goods arising from the normal handling of those goods where those goods have not been both packed and unpacked by Us. This includes goods packed in

wardrobes, drawers, cases, boxes or other types of containers regardless of the apparent quality of the packing

- 14.2.5. We will not accept liability for goods confiscated, seized or removed by Customs Authorities, or similar bodies and Government Agencies other than in circumstances where such confiscation, seizure or removal occurs due to Our negligence.
- 14.3. Where any item forms part of a pair or set we shall not be liable for more than the value of that particular item, without reference to any special value which such item may have as part of a pair or set
- 14.4. We shall not under any circumstances be responsible or liable for any consequential or indirect losses, including but not limited to loss of profits or lost opportunity.
- 14.5. We shall not be responsible or liable if You submit for removal or storage of any of the goods listed in Clause 7.2, without Our agreement, following. Such goods shall be removed or stored entirely at Your risk.
- 14.6. No employee of ours shall be separately liable to You for any loss, damage or delay or other breaches of this contract.

#### **15. Damage to premises or property other than Goods**

- 15.1. Because third party contractors are frequently present at the time of collection or delivery Our liability for loss or damage is limited as follows:
- 15.2. We will not be liable for loss or damage to premises or property other than Goods for removal except as a result of Our negligence or breach of contract.
- 15.3. If we cause loss or damage to premises or property other than goods for removal as a result of Our negligence or breach of contract, Our liability shall be limited to making repairing the damaged area for an amount not exceeding R1 000.00
- 15.4. If damage occurs as a result of Our moving Goods under Your express instruction against Our advice We will not be liable.
- 15.5. Any damages to premises must be noted on the delivery receipt and confirmed in writing to Us within seven days unless You request a reasonable extension which we agree in writing. In the absence of such notification, we will not be able to accept any liability for the damage.
- 15.6. We may arrange to repair any damage ourselves, and You must give Us the chance to do this.

#### **16. Our right to withhold or dispose of the goods (Lien)**

- 16.1. We may keep hold of all or some of Your goods until You have paid all the charges You owe Us, even if the unpaid charges do not relate to those goods.
- 16.2. Furthermore, we may sell all or some of Your goods to recover any unpaid charges and costs.

#### **17. Termination**

- 17.1. Careful Movers reserves the right to terminate or refuse to provide any service based on all or any of the following grounds:
  - 17.1.1. We have reason to believe that You have bad credit history or history of defaulting on previous payments (including with companies not related to Us).
  - 17.1.2. We have reason to believe that You are withholding or have withheld information about the service that is or has been requested or is material for the performance of the service or to calculate the price for the service.

- 17.1.3. Unless otherwise agreed by Us in writing, a 50% deposit payment and a signed copy of the accepted quotation will be requested before service booking is secured. If any of these requirements are not met, We reserve the right to terminate Your service.
- 17.1.4. Verbal or threatening behaviour towards the staff will be considered as grounds for immediate service termination. If the driver is forced to leave the job because of abuse from the customer - verbal or otherwise - the customer will still be liable to pay the service in full.

#### **18. Advice, Information and the Basis of Agreement**

- 18.1. In this document, we set out the terms and conditions of the contract between Us. Please do not rely on promises or claims, written or verbally made, that contradict the terms and conditions of this document. In the event of any apparent contradiction between these terms and conditions and a promise or claim made please refer to Us for clarification as the written terms and conditions supersedes all else.