

MovePack Furniture Removals - Terms and Conditions

July 19, 2025

1. Introduction

In these terms and conditions, “we”, “us”, or “our” refers to MovePack Furniture Removals, and “you” or “your” refers to the customer. These terms govern the services provided by MovePack and outline the mutual responsibilities of both parties. Any amendments to these terms must be in writing and signed by a company director to be valid. Moving and storing items carry inherent risks; please refer to Section 10 (Our Liability) for details on limitations. Insurance policies, such as All Risk Cover, are separate contracts between you and an external insurer and are not governed by these terms.

2. Quotation

Quotations are subject to the availability of staff and vehicles on the requested service date. Quotations exclude customs duties, cargo dues, permits, or insurance unless explicitly stated. Additional charges may apply if:

- The quotation is accepted after 28 days.
- Delays are caused by you or third parties.
- Fuel prices, taxes, or foreign exchange rates change.
- Extra items or services are added beyond the original quote.
- Difficulties arise, such as upper-floor access without a lift, narrow passageways, or long carry distances (over 30 meters).
- Services are requested on weekends, after hours, or public holidays.

3. Work Exclusions

Unless otherwise agreed in writing, the following services are not included:

- Disassembly of furniture (except basic beds).
- Removal of curtains or blinds.
- Carrying items over 30 meters from the vehicle.
- Disconnecting or reconnecting appliances.

- Removing fitted carpets.
- Handling items listed in Section 6 (Excluded Items).

4. Ownership Warranties

You warrant that:

- You own the goods or have permission from the owner to move them.
- You have the legal right to contract us to move your goods.
- You indemnify MovePack against any claims, costs, or damages arising from false ownership claims.

5. Your Responsibilities

You are responsible for:

- Providing an accurate inventory list to be used as a checklist during loading and offloading.
- Ensuring all items are securely wrapped or boxed before loading.
- Preparing properties for easy and safe access during loading and offloading.
- Arranging and paying for necessary parking and permits.
- Ensuring loading and offloading occur in dry, safe conditions or under adequate cover during wet weather.
- Being present or assigning a representative during loading and offloading.
- Inspecting goods upon delivery and checking packaging for damages before the moving truck departs.
- Safeguarding keys, remote controls, and access tools (MovePack is not responsible for their loss).
- Verifying items received or delivered by third parties on your behalf.

MovePack is not liable for any loss, damage, or extra charges resulting from your failure to meet these responsibilities.

6. Excluded Items

We do not transport:

- Valuables (e.g., cash, jewelry, certificates, or similar items).
- Animals, their cages, or tanks (including pets, birds, or fish).
- Plants, flowers, or dried flower arrangements.
- Hazardous or dangerous goods (e.g., flammable, toxic, or corrosive materials).
- Overweight or oversized items requiring special equipment.
- Items in poor condition or unsuitable for transport.

We may dispose of these items without notice and will not be liable for any resulting loss or damage.

7. Access, Delays, and Penalty Fees

7.1 Client Responsibility for Access

You must ensure that both collection and delivery premises are accessible, safe, and ready for the move, with all goods packed and disassembled (if applicable) upon our arrival.

7.2 Waiting Time and Grace Period

Our team allows a 30-minute grace period upon arrival for loading or offloading to commence.

7.3 Delays and Penalties

If delays exceed 30 minutes due to your actions or third parties, a penalty fee of 10% of the total moving cost will be charged for every additional hour or part thereof to compensate for operational disruptions, staff idle time, and schedule interference.

7.4 Failure to Provide Access

If access is denied or severely delayed (more than 2 hours), MovePack reserves the right to reschedule the move or charge additional fees, including storage or return trip costs, as applicable.

8. Payment Terms

- Accepted payment methods are EFT or cash.
- Full payment is required before services commence.
- Overdue amounts incur interest at 10% above FNBs prime rate.
- MovePack may exercise a lien and withhold goods until all outstanding fees are settled.
- Legal and collection fees are recoverable from you.
- Payment is due in full regardless of suspected or alleged damages. Withholding payment due to disputes is not permitted; you must follow the claims process outlined in Section 10.

9. Cancellations and Postponements

- Deposits are non-refundable if cancelled within 48 hours of the service date.
- Cancellations due to client illness or death may be exempted at our discretion.

10. Transportation Conditions

- We reserve the right to choose routes and transport modes.
- Shared vehicle or container space may be used unless exclusivity is explicitly stated in writing.
- Transfers and temporary storage may occur for logistical reasons, and you will be responsible for any associated costs.

11. Liability Limitations

11.1 Limitation of Liability

Our liability for loss or damage to goods is limited to a maximum of R500 per carton or R350 per cubic meter, whichever is greater, unless otherwise agreed in writing prior to the move.

11.2 Declaration of High-Value Items

You must declare any high-value or special items in writing before the move. Failure to do so may limit or exclude our liability for loss or damage.

11.3 Exclusions

We are not liable for loss or damage to items that are:

- Not properly packed, wrapped, or boxed by us.
- Not declared or insured by you.
- Affected by inherent defects, fragile materials, or access constraints.
- Damaged during night-time moves (after 5 PM), wet weather loading/offloading, or self-packed items.
- Affected by acts of God, theft, hijacking, war, civil unrest, moth, vermin, or atmospheric/climatic changes.
- Fragile, electronic, or motor-driven items without visible external impact damage.
- Left inside furniture, freezers, or delivered to communal storage areas.

11.4 Claims

Claims for loss or damage must be reported in writing within 2 days of delivery, supported by reasonable evidence. We may approve or reject claims upon investigation.

11.5 Night-Time and Harsh Weather Conditions

- Loading and offloading are conducted between 7 AM and 5 PM. After-hours services (post-5 PM) increase the risk of accidents or mistakes due to poor lighting, and we are not liable for resulting damages.

- Loading or offloading during rainy, snowy, or windy conditions is discouraged. If you request services under such conditions, you indemnify us against liability for any resulting loss or damage.

12. Insurance Options

We strongly recommend obtaining appropriate insurance coverage for goods exceeding our liability limits, including jewelry, artwork, electronics, and antiques.

- **Goods in Transit (GIT) Insurance:** Covers damage due to vehicle accidents or fire, handled by independent insurers (e.g., Savannah Marine).
- **All Risk Insurance:** Comprehensive coverage offered by independent insurers (e.g., Savannah Marine). You must arrange and pay for this separately.
- **MovePack Goods Liability Premium (Optional):** An in-house protection plan covering up to 50% of the moving quote (e.g., a R1,700 quote includes a R170 premium, covering up to R850 for repairs or replacement). This does not apply to night-time moves, self-packed items, unpaid/partially paid moves, or damages during storage.

You must complete an insurance proposal form and pay the premium to obtain coverage. We can arrange All Risk Cover through an insurer of our choice upon request, or you may choose your own insurer.

13. Delays

- If delays are caused by us and are within our reasonable control, compensation is limited to R500 for reasonable expenses.
- If delays are due to you or third parties, goods may be stored at your cost, and you are responsible for additional service fees (e.g., storage or redelivery).

14. Damage to Premises

- You must note any damage to premises in writing on our worksheet at the time of service completion and email it within 48 hours.
- Our liability for premise damage is limited to R1,000.
- We are not liable for damages caused by staircases, narrow passages, hoisting, large items, or night-time loading/offloading.

15. Time Limits for Claims

All claims for loss, damage, or premise damage must be submitted in writing within 2 days of delivery or service completion, with reasonable evidence.

16. Right to Withhold Goods

We may withhold goods until all outstanding fees are paid. If payment remains outstanding, we may sell the goods after sending a registered letter to your last known forwarding address (as per Section 19). You are deemed to have received such notices 10 days after posting.

17. Third-Party Claims

You indemnify us against any claims, costs, or damages arising from third parties related to the move, except where caused by our negligence.

18. Subcontractors

We may use third-party contractors and accept their terms on your behalf. You may request a copy of their terms, and we will provide them where available. Our liability remains limited as per Section 10, even when subcontractors are involved.

19. Legal Framework

This contract is governed by South African law. Any disputes will be subject to the jurisdiction of South African courts.

20. Client Communication and Consent

- Communications may be sent via WhatsApp, SMS, or email.
- We may take photo or video evidence for quality control and claims purposes.

21. Confidentiality and POPIA Compliance

Your data is processed lawfully under the Protection of Personal Information Act (POPIA). We will not share your data without your consent, except as required by law.

22. Storage Services (If Applicable)

- If MovePack handles the move, the first and last months of storage are discounted by 50%.
- Full rental rates apply if a third-party mover is used.
- No storage access is granted without 14 days written notice.
- Access is granted to you or an authorized person with ID verification and may incur additional fees or require a premium storage unit.
- Goods are stored in secure rooms, containers, or lockable units.

23. Final Note

By booking our services, you agree to these terms and conditions in full. If you do not agree, please do not proceed with booking.