

MovePack Storage Services - Terms and Conditions

Effective from 1 January 2024

1. Introduction

In these terms and conditions, “we”, “us”, or “our” refers to MovePack Furniture Removals, operating as MovePack Storage Services, and “you” or “your” refers to the customer. These terms govern the storage services provided by MovePack and outline the mutual responsibilities of both parties. These terms are effective from 1 January 2024. Any amendments must be in writing and signed by a company director to be valid. Storage of goods carries inherent risks; please refer to Section 11 (Liability Limitation) for details on limitations. Insurance policies are separate contracts between you and an external insurer and are not governed by these terms.

2. Storage Services

MovePack provides secure storage facilities for your goods in rooms, containers, or lockable units. Storage services may be provided in conjunction with our moving services or independently. Goods are stored at your risk, subject to the terms outlined herein.

3. Rental Fees, Discounts, and Deposits

- Rental fees are payable monthly in advance via EFT or cash.
- If MovePack handles the associated move, a 50% discount applies to the first and last months of storage.
- Full rental rates apply if a third-party mover is used.
- A refundable deposit, equivalent to one months rental, is required before storage commences. The deposit will be refunded within 30 days of termination, provided all fees are paid and no damage has occurred to the storage unit.
- Late payments incur interest at a minimum of 20% above First National Banks prime rate.

4. Term, Renewal, and Termination

- The storage term is month-to-month unless otherwise agreed in writing.

- The agreement automatically renews monthly unless terminated by either party with 30 days written notice.
- You may terminate the agreement by settling all outstanding fees and removing your goods.
- We may terminate the agreement for breach of terms, including non-payment, with 14 days written notice.
- Upon termination, you must remove all goods within 7 days, or we may dispose of them under Section 12 (Non-Payment and Lien).

5. Access to Storage

MovePack operates a no-access storage policy for safety and security reasons. Exceptions may be granted under the following conditions:

- A 14-day advance written request is submitted to storage@movepack.co.za.
- Access may incur additional fees for supervision, retrieval, or handling, starting at R500 per visit.
- Access is granted only to you or an authorized representative with valid ID verification.
- Customers requiring frequent access may be required to upgrade to a premium storage unit, subject to availability and additional cost.
- Access is subject to operational hours (Monday to Friday, 8 AM to 4 PM) and availability of staff.

6. Packing and Handling

- You are responsible for properly packing and wrapping all items to withstand storage conditions.
- Packing, wrapping, loading, and transportation services are available on request at an additional cost, quoted separately.
- MovePack is not liable for damage to inadequately packed or wrapped items.
- We may refuse to store items that are not properly packed or deemed unsuitable for storage.

7. Prohibited Items

You may not store the following under any circumstances:

- Perishables, plants, animals, or biological materials.
- Firearms, explosives, flammables, or hazardous chemicals (e.g., gasoline, paint, or corrosives).
- Cash, precious metals, jewelry, or collectibles exceeding R10,000 in value.
- Items emitting odors, gases, or liquids.

- Illegal substances or stolen property.
- Items that may attract vermin or cause infestation.

MovePack reserves the right to inspect units if illegal or prohibited use is suspected and may report violations to authorities. We may dispose of prohibited items without notice and will not be liable for any resulting loss or damage.

8. Ownership Warranty

By using our storage services, you warrant that:

- You are the legal owner of the stored goods or have authority from the owner to store them.
- You indemnify MovePack against any legal claims, costs, or damages by third parties regarding ownership or rights to stored goods.

9. Insurance and Risk

- MovePack is not liable for theft, fire, flooding, pest damage, natural disasters, or atmospheric/climatic changes, unless caused by our proven negligence.
- You are strongly encouraged to obtain your own insurance coverage for stored goods.
- Goods valued above R10,000 must be declared in writing before storage begins. Failure to declare high-value items may limit or exclude our liability.
- Insurance options, such as Goods in Transit (GIT) or All Risk Insurance, are available through independent insurers (e.g., Savannah Marine). You must arrange and pay for these separately.

10. Inventory Requirements

- You must provide a detailed inventory list of all items to be stored, including descriptions and estimated values, before storage commences.
- The inventory will be used to verify goods during storage, access, or removal.
- MovePack is not liable for discrepancies or losses if an accurate inventory is not provided.

11. Liability Limitation

- Our maximum liability for loss or damage to stored goods is limited to R1,000 per storage unit, unless insured or otherwise agreed in writing.
- Claims for loss or damage must be submitted in writing to claims@movepack.co.za within 48 hours of discovery, supported by reasonable evidence (e.g., photos, inventory list).
- We are not liable for indirect or consequential losses, such as loss of use or business interruption.

- We are not liable for damage to items that are:
 - Inadequately packed or wrapped.
 - Not declared as high-value.
 - Affected by inherent defects, fragile materials, or environmental conditions.
 - Prohibited items as per Section 7.
- We may approve or reject claims after investigation, which may take up to 45 days. Compensation, if approved, is paid on the last day of each calendar month.

12. Non-Payment and Lien

- If your account remains unpaid for 30 days, we may restrict access and withhold release of goods.
- After 60 days of non-payment, we may sell or dispose of your goods to recover overdue amounts under applicable lien laws, after sending a registered letter to your last known forwarding address (as per Section 16). Additional fees, including administration costs and holding fees, will be charged if we do not sell the goods.
- You are deemed to have received such notices 10 days after posting.
- Any proceeds from the sale, after deducting amounts owed (including sale costs, administration costs, and holding fees), will be returned to you without interest.

13. Subcontractors

- We may use third-party contractors for storage-related services (e.g., transportation or security).
- You authorize us to accept their terms on your behalf. A copy of their terms can be provided upon request.
- Our liability remains limited as per Section 11, even when subcontractors are involved.

14. Damage to Storage Facilities

- You are liable for any damage to our storage facilities caused by your goods or actions.
- Damage must be reported in writing within 24 hours of occurrence.
- Repair costs may be deducted from your deposit or billed separately.

15. Force Majeure

MovePack is not liable for failure to perform obligations due to events beyond our reasonable control, including but not limited to war, civil unrest, strikes, or government actions.

16. Client Communication and Consent

- Communications may be sent via WhatsApp, SMS, or email.
- We may take photos or videos of stored goods for quality control, security, or claims purposes, with your consent.

17. Confidentiality and POPIA Compliance

- Your personal information is processed in compliance with the Protection of Personal Information Act (POPIA).
- We will not share your data without your consent, except as required by law.

18. Legal Framework

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

19. Final Note

By using our storage services, you agree to these terms and conditions in full. If you require clarification or do not understand any terms, please contact us at info@movepack.co.za before proceeding.