

MovePack Furniture Removals – Terms & Conditions

Updated Date: 01 April, 2026

1. Introduction & Nature of Service

- **"We", "us", or "our"** refers to MovePack Furniture Removals.
- **"You" or "your"** refers to the customer.
- **Inherent Risk:** Moving and storing items carry inherent physical risks. By engaging our services, the Client acknowledges that moving is not a "guaranteed perfect" process and minor accidental scuffs, scratches, or trips may occur despite all reasonable care.
- Any changes to these terms must be in writing and signed by a company director to be valid.

2. Site Visits, Quotations & Bookings

- **2.1 Validity:** Quotations are valid for 28 days from the date of issue and are subject to vehicle and staff availability at the time of confirmation.
- **2.2 Confirmation:** A booking is only "confirmed" once the required deposit or full payment reflects in our bank account.
- **2.3 Complimentary Site Visits:** MovePack offers physical site inspections **free of charge** within our standard operating areas to ensure quote accuracy. These visits are subject to scheduling availability.
- **2.4 Near-Accurate Assessment:** Any quote provided (whether via site visit or inventory list) is a professional assessment, not a fixed-price guarantee. MovePack reserves the right to adjust the final invoice by up to **20%** if the actual volume of goods, labor required, or carry distances exceed the initial assessment.
- **2.5 Scope of Service:** MovePack will perform only the services explicitly highlighted on the accepted quotation. Any additional services requested on-site (e.g., extra boxes, dismantling, or long carries) will be billed separately.
- **2.6 Extra Service Settlement:** Charges for extra services requested on-site must be settled via EFT and reflected in our account **before the offloading process commences** at the delivery site.
- **2.7 Additional Charges:** We reserve the right to amend the quote if:
 - Delays are caused by the client or third parties.
 - Extra items/services are added beyond the original inventory.
 - Difficulties arise, such as upper-floor access without a lift, narrow passages, or long carry distances (over 30m).
 - Services are requested after-hours (after 17:00), on weekends, or public holidays.

3. Dedicated Packing & Wrapping Services

- **3.1 Service Separation:** MovePack provides a dedicated **Pre-Move Packing Team** that operates independently of our transport crews. Packing and wrapping services are typically performed one day prior to the scheduled move or at another time mutually agreed upon.
- **3.2 Advance Booking:** Packing services must be requested and confirmed at least **72 hours in advance**. Our transport crews (Moving Team) are not equipped or scheduled to perform full-scale packing on the day of the move.
- **3.3 Operational Efficiency:** The purpose of the Pre-Move Packing Team is to ensure all goods are "Truck-Ready." MovePack reserves the right to delay a move or charge additional labor fees if the client-side packing is incomplete upon the arrival of the moving truck.
- **3.4 Material Billing:** Packing materials (boxes, tape, bubble wrap, corrugated paper) are billed based on actual usage unless a "Fixed-Price Packing Package" has been agreed upon in writing.
- **3.5 Protection Standards:** We highly recommend our professional wrapping for all high-value items. Please note that declining recommended protection or self-packing items triggers the liability exclusions outlined in **Section 9.5**.

4. Work Exclusions & Appliance Safety

Unless agreed in writing, the following are **not** included:

- Furniture disassembly/reassembly (except basic beds).
- Disconnecting/reconnecting appliances or removing fitted carpets/curtains.
- **Internal Derangement:** MovePack is not responsible for internal damage to appliances (e.g., washing machines) where transit bolts or stabilization braces were not fitted by the client prior to moving.
- **Hoisting:** Hoisting items over balconies, through windows, or using ropes/pulleys is strictly excluded from standard service. If requested, it is performed entirely at the Client's risk and subject to a separate "High-Risk Waiver."

5. Ownership & Prohibited Items

- **4.1 Warranty:** You confirm you own or have legal permission to move the goods and indemnify MovePack against any third-party ownership claims.
- **4.2 Prohibited Items:** We do **not** transport: Cash, jewelry, bullion, title deeds, pets, plants, or hazardous/flammable goods (gas, fuel, aerosols).
- **4.3 Hazardous Goods Indemnity:** The client is liable for any damage to our vehicles or other clients' property caused by undisclosed hazardous goods.

6. Client Responsibilities & Access

- **6.1 Packing Standards:** If the Client packs their own boxes ("**Self-Packed**"), MovePack accepts no liability for the contents. We may refuse to move structurally unsound or over-packed boxes; if moved, it is at the Client's sole risk.
- **6.2 Presence:** You (or an authorized representative) must be present during loading and offloading.
- **6.3 Waiting Time Penalty:** We allow a **30-minute grace period** upon arrival. Thereafter, a penalty fee of **10% of the total moving cost** is charged for every additional hour or part thereof.

7. Payment Terms & Lien

- **7.1 Payment Method:** For the security of our team and the safety of your move, MovePack operates as a **Cashless Business**. All payments must be made via **EFT (Electronic Funds Transfer)** only. No cash will be accepted on-site.
- **7.2 Deposit & Booking:** A 50% deposit is required to secure your move date. This deposit is non-refundable if cancelled within 48 hours of the service date.
- **7.3 Pre-Loading Balance:** The remaining 50% balance is required **immediately upon the truck's arrival** at the collection site.
- **7.4 No-Payment, No-Service:** Loading will not commence until the full balance reflects in our bank account. MovePack reserves the right to refuse service and depart the site if the balance is not settled upon arrival. In such cases, the deposit will be forfeited.
- **7.5 Lien:** MovePack reserves the right to hold (exercise a lien over) goods until all outstanding fees, including extra service charges, are settled in full.
- **7.6 Abandonment:** After 30 days of non-payment, goods are deemed abandoned and may be sold via auction to recover costs.
- **7.7 Interest:** Overdue amounts accrue interest at 10% above the FNB prime rate.

8. Cancellations & Postponements

- **8.1 Rescheduling (Outside 48 Hours):** You may reschedule your move **free of charge** provided the request is made more than 48 hours before the scheduled start time.
 - New dates are subject to MovePack's availability.
 - **Rate Adjustment:** If the new date falls in a "Peak Period" (e.g., month-end), the quote will be adjusted to reflect current operating costs.
- **8.2 Cancellations (Outside 48 Hours):** If you cancel your move more than 48 hours in advance, a **15% administration fee** of the total quote will be charged to cover processing and lost booking opportunities.

8.3 The 48-Hour "No-Change" Rule: Any cancellation or postponement made **within 48 hours** of the service date will result in the **100% forfeiture of the 50% deposit**. This covers committed vehicles, and lost days that cannot be reallocated on short notice.

8.4 MovePack Cancellations: In the rare event that MovePack must cancel due to unforeseen circumstances (e.g., vehicle breakdown), we will offer an immediate reschedule or a full refund of your deposit.

9. Liability Limitations (IMPORTANT)

- **9.1 Liability Cap:** Our liability for any loss or damage is strictly limited to a maximum of **R500 per carton** or **R350 per cubic meter**, whichever is greater.
- **9.2 Exclusions:** We accept **no liability** for:
 - Self-packed or unwrapped items.
 - Damages during night-time moves (after 17:00) or during inclement weather (rain, wind, hail). By proceeding in these conditions, the Client assumes all associated risks.
 - Mechanical/electrical failure of electronics/appliances without visible external impact.
 - **Force Majeure:** natural disasters, riots, strikes, civil unrest, or hijacking.
- **9.3 Discounted Rates & Liability Adjustment:** MovePack's standard liability caps (as stated in Clause 8.1) are based on our standard service rates. Where a Client has requested and received a discount or negotiated a rate lower than our standard quotation, the Client acknowledges that MovePack's internal liability cap is automatically reduced by 50% (to **R250 per carton / R175 per cubic meter**). By accepting a discounted rate, the Client voluntarily assumes a higher portion of the risk.
- **9.4 Live Cargo & Pot Plants:** While MovePack will exercise reasonable care using the "Last-In, First-Out" method, all live plants are transported strictly at the **Client's Risk**. MovePack accepts no liability for:
 - Plant "shock," wilting, or death following transit.
 - Breakage of pots (ceramic, clay, or plastic) due to road vibrations or inherent structural weaknesses.
 - Soil or water leakage onto other items if the "No-Watering Rule" was not followed by the Client.
- **9.5 Waiver of Liability for Inadequate Protection:** MovePack utilizes industry-standard packing and wrapping materials (including corrugated cardboard, bubble wrap, and specialized TV boxes) to prevent damages.
 - **Refusal of Standards:** Should a Client explicitly request to exclude these standard practices or decline the use of recommended protective materials for items such as

fridges, washing machines, dishwashers, televisions, or furniture, the Client assumes all risk.

- **Exclusion of Claims:** MovePack shall not be held liable for any scratches, dents, or structural damages that occur to items transported without our recommended protection.
- **Owner-Packed Goods:** Similarly, any goods packed or wrapped by the Client are transported at the Client's risk. MovePack accepts no liability for the integrity of such packing or the condition of the contents therein.

10. Insurance Requirements

- **MovePack is not a registered Financial Services Provider.** We do not provide "Goods in Transit" or "All Risk" insurance.
- **Insurance Misconception (GIT):** The Client is cautioned that third-party "Goods in Transit" (GIT) policies—which a client may have or hear of—typically only cover catastrophic events (e.g., fire, hijacking, or collision). **They do not cover scratches, dents, or breakages during the manual handling process.**
- **Recommendation:** We strongly encourage Clients to obtain "**All Risk Cover**" from a registered insurer (e.g., Savannah Marine) for full protection.

11. Voluntary Goodwill Compensation Cap

- **11.1 Discretionary Nature:** In the event of proven accidental damage where the Client has no insurance, MovePack may, at its sole discretion, offer a "Goodwill Payment." This is a gesture of good faith and not an admission of legal liability.
- **11.2 Total Aggregate Cap:** Notwithstanding the per-item limits in Clause 8.1, the total combined compensation for any single move is strictly capped at **50% of the total invoice value or R2,000, whichever is the lesser amount.**
- **11.3 Calculation:** This cap is applied to the total claim value. For example, if a move costs R3,000, the maximum total compensation for all items combined will not exceed R1,500.

12. Mandatory Inspection & Claims

- It is a **strict requirement** and the sole responsibility of the Client to demand and conduct a comprehensive joint inspection of all furniture items for scratches, dents, or breakages prior to the team's departure. Due to high operational workloads, MovePack staff may not always proactively initiate a joint inspection.
- **12.1 Unwrapping:** The Client must unwrap and inspect all furniture items upon offloading. Items that remain wrapped after our team departs are deemed delivered in **good condition.**

- **12.2 Reporting Window:** All damages must be recorded on the **Job Completion Note** before the team leaves. Alternatively, clear photographs of the damage must be sent via WhatsApp or Email **immediately while the team is still on-site**.
- **12.3 Finality of Departure:** Once the MovePack team leaves the premises, it is documented and agreed that all goods were delivered in good order. **MovePack will not accept or consider any claims, complaints, or compensation requests once the team has departed the site.**
- **12.4 No Set-off:** The Client may **not** withhold payment for the move pending the resolution of a damage claim.

13. Operational Safety & Non-Solicitation

- **13.1 Refusal of Task:** Our team leaders may refuse any task deemed a risk to personal safety or likely to result in damage. High-risk maneuvers (e.g., tight-squeeze hoisting) require a signed **"High-Risk Waiver"** on-site.
- **13.2 Non-Solicitation:** The Client agrees not to hire any MovePack employee for **6 months** post-service. Breach of this clause incurs a recruitment fee of **R15,000.00** per employee.

14. Damage to Premises

- Liability for damage to driveways, gates, or walls is limited to a maximum of **R1,000**.
- No liability exists for damage caused by moving oversized items through narrow passages at the client's request.

15. POPIA & Legal Framework

- Client data is processed lawfully under the **POPIA Act**. You consent to communication via WhatsApp/Email and the taking of photos/videos for quality control.
- This contract is governed by the laws of the **Republic of South Africa**.

Acceptance: Continued use of our services or payment of a deposit confirms your unconditional acceptance of these terms.

Contact Us:  +27 81 256 6889 |  info@movepack.co.za |  www.movepack.co.za