



**OSW** MOVERS  
CAPE

mobile: 061 072 9363

email: [movers@oswcape.co.za](mailto:movers@oswcape.co.za) | email: [admin@oswcape.co.za](mailto:admin@oswcape.co.za)  
address: Unit 4C & 4D, Saxon Industrial Park, 9 Glucose Way, Bellville South, Cape Town, 7530

### Terms & Conditions

Conditions, upon which property is removed and moved by OSW Cape. This document explains your rights, obligations and responsibilities and those of OSW Cape. These conditions can only be changed or amended by written agreement. These conditions form part and parcel to our quotation and all work undertaken by us will be done so under these conditions. By accepting our quotation, you agree and accept these conditions of service.

All changes to the quotation must be made in writing and send to us via email to [movers@oswcape.co.za](mailto:movers@oswcape.co.za) – No correspondence regarding quotations, or amendments to be entered into via WhatsApp.

**1. Our quotation** is valid for 30 days. Extra charges may apply if we were not notified beforehand. We may change the quotation/final invoice, or invoice for new/additional items if:

- a. Any items not listed on the inventory will incur additional charges for moving and storage.
- b. We must collect or deliver above a second floor unless we have agreed to do so in writing. Please specify the floor level and whether lifts are available or not, as this may affect the quotation.
- c. We supply extra services at your request after the quote was done, e.g. wrapping of extra boxes; or consumables supplied.
- d. If you have large or bulky furniture, please notify us via email.
- e. Extra costs may apply for additional stairways, long driveways, or other obstacles not previously mentioned. Carry distances longer than 30 meters, or flats above ground floor, will incur an additional charge of **R150 per staff member** for walking fee. Over 60 meters: Shuttle cost (depending on volume), a **minimum fee of R3,500** will apply for shuttle service.
- f. We need to arrange additional staff to carry long distances or climb stairs – it will be an additional fee of **R450 per staff member** per day.
- g. If we arrive and are delayed because client is not ready for the items to be loaded, then additional costs could occur.

In all these circumstances you agree to pay the extra charges. Our quotation includes one driver and two packers unless extra staff is arranged.

### 2. Work not included in our quotation.

Unless agreed in writing, and done at client's own risk, we will not:

- a. Dismantle or assemble unit-furniture (flat-pack), fitments or fittings or take down curtaining.
- b. Disconnect or reconnect appliances, fittings or equipment.
- c. Remove or lay fitted floor coverings.
- d. Move or store any items excluded under Clause 5. If any of our staff does this kind of work for you, we will not be liable for any loss or damage.

### 3. Your responsibility during removals.

It will be your sole responsibility to:

- a. You, or your authorized representative, are requested to ensure all items are loaded according to the inventory list.
- b. Obtain all documents necessary for the removal to be completed.
- c. All owner-packed boxes must be packed and sealed properly prior to our arrival for loading.
- d. Adequately prepare and stabilise appliances and equipment prior to their removal. We will not be liable for any loss or damage costs or additional charges that may arise from any of these matters.

- e. If the client chooses not to use bubble wrap or insurance, all risk and liability remain with the client. OSW Cape accepts no responsibility for loss or damage in such cases.
- f. Please note that if a TV is transported without being placed inside a box, it will be entirely at the client's own risk. A TV box can be supplied at an additional cost and must be arranged beforehand.
- g. Our trucks cannot enter villages, townships, or gravel roads. If you are unsure of truck restrictions at your premises, please speak to your body corporate or the security at the main gate.
- h. If any items require four men to carry and load, ensure you make arrangements with our booking agents beforehand.
- i. Large pots plants – client must empty pots so plants and pots can be loaded and handled by 4 men. (Notify us in advance if 4 men will be needed). Smaller pot plants' plant and pot may stay as is. All leaves and branches must be bound by client beforehand.

#### 4. Ownership of the goods

By accepting these terms, you warrant that:

- a. The goods to be removed are your own property or
- b. You have the authority of the owner of the property to make this contract in respect of the goods to be moved or stored. You will indemnify OSW Cape in respect of any damages and/or costs against us if these warranties are not true.

#### 5. What is excluded?

The following items are specifically excluded from this contract and if they are moved by us, we do not accept any responsibility for loss or damage:

- a. Jewellery, firearms, cell phones, watches, trinkets, precious stones, money, deeds, securities, stamps, coins or goods or collections of a similar kind.
- b. Potentially dangerous, damaging or explosive items.
- c. Goods likely to encourage vermin or other pests or to cause infestations.
- d. Refrigerated or frozen food or drink.
- e. Any animals including pets, birds or fish (and their cages or tanks).
- f. Keys. These must be retained by you. We are entitled to dispose of (without notice) any goods submitted which are listed under 5b, 5c and 5d.
- g. Antique furniture (cannot be replaced).
- h. Loose and unpacked items as well as badly packed and unsealed cartons/boxes packed by customer.
- i. Boxes exceeding 420 x 420 x 480mm in size.
- j. We do not move glass tops, mirrors, or paintings unless they are properly covered with bubble wrap, either by us or the client. We will take no responsibility for breakages.
- k. No moving of cars or caravans unless client takes full responsibility for insurance.
- l. Items which are brittle or have an inherent defect, the mechanism or components in electronic, clockwork or motor-driven goods, sensitive equipment or self-assembled furniture that is dismantled and/or re-assembled which is not suitable for transportation.

#### 6. Cancellation

If you cancel or postpone your removal, we may charge an additional fee to cover our expenses and/or losses.

#### 7. Our liability for loss or damage

Moving and storing items is risky. Our liability for loss or damage is limited; this means we are not responsible for losses and damages you might suffer. For this reason, we offer no removals insurance. Removal insurance is a separate contract between you and your household insurers. (Should be arranged by client.) You are strongly advised to insure your goods against loss or damage during removals and storage for their full replacement value.

The client accepts all risk regarding insurance, and no claim can be made against OSW Cape. We are not liable for losing, damaging or failing to deliver your goods on time. We do not carry GIT Insurance. We shall not be liable for loss or damage resulting from:

- a. Fire, rain, flooding loss or damage while goods are on the vehicle.
- b. Any goods packed, not packed or unpacked by us.
- c. Fixtures, fittings, property or goods damaged because of difficult access.
- d. Goods received from a third party (fridges & appliances) in an unknown condition.
- e. Damage to deep freezers in which goods are packed.
- f. Any items referred to in Clause 5.

#### **8. Delays in transit**

For our long-distance clients, we kindly ask for flexibility regarding collection and delivery dates. Please note that your scheduled dates may vary by 1–2 days, depending on the truck's route and scheduling. We will provide a more accurate estimated time of arrival once the truck is en route.

If through no fault of ours we are unable to deliver your goods, we will take them into storage. The contract will then be fulfilled and any additional service(s), including storage and delivery will be at your expense.

#### **9. Damage to premises**

We do not carry 'Property Damages Insurance', as there is always a risk involved in carrying heavy items. As a result of moving goods under your express instruction against our advice and to move the goods in the manner instructed which inevitably caused damage, we shall not accept that we were negligent.

#### **10. Storage (Our right to hold goods)**

- a. If a client moves but cannot pay for transport costs, all items/furniture will be placed in storage.
- b. We have a legal right to withhold some or all the goods until you have paid all our charges.
- c. We may store items in any of our agents' warehouses.
- d. While we hold the goods and wait for payment, you will be liable to pay all storage charges and other costs incurred by withholding your goods and these items and conditions will continue to apply.
- e. We reserve the right to increase the monthly rental amount from time to time subjected to giving you notice of one calendar month. If you do not accept the increase, you shall be entitled to cancel the agreement by providing us with one month's written notice.
- f. Storage to be paid by the 1<sup>st</sup> of each month in advance. An administration fee of R250 (vat Inclusive) for late payments will be added to the next month's account.

#### **11. Our rights to sell the goods**

On giving you 28 days' notice we are entitled to require you to move your goods from our custody and to pay all money due to us. If you fail to pay all outstanding debts due to us, we are entitled to sell or dispose of some or all the goods to defray expenses. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account, and any eventual surplus will be paid to you without interest. No correspondence will be entered into once payment has been made to you.

#### **12. Disputes**

You may not defer payment to us or set off any amount due to us in the event of a dispute.

#### **13. Claims against us by third parties (people other than you and us)**

You will have to pay any charges, expenses, damages or penalties claimed against us in respect of the goods by a third party unless you could prove that we were negligent. These include parking charges that we may have to pay to do the work unless we have agreed otherwise in writing. Maximum neglect payout is limited to R3000 (three thousand rand).

#### **14. Where the law applies**

This contract is entered into at the city or Cape Town of origin and is subject to the laws of the country in which this contract was made.

#### **15. Contact details**

It is incumbent on you to ensure we have your latest contact details – notices will be deemed delivered when sent to your last contact address / e-mail / fax or cell phone number.

**16. List of goods or receipt (Inventory)**

If a list of goods or inventory is supplied, it will be final unless you write to us within seven days and specify any discrepancy or omissions.

- a. You may not make a claim for an item not on the list or receipt. If no inventory list is supplied, we will not enter any discussion regarding missing items.
- b. The crew will not load additional items without prior confirmation from the office.
- c. If space allows for additional items, you will be asked to sign the driver's inventory form, acknowledging responsibility for any additional costs.

**17. Sub-Contracting**

- a. OSW Cape reserves the right to sub-contract some or all work.
- b. All terms and conditions outlined here remain in effect even if work is sub-contracted.
- c. It is the client's responsibility to ensure they have read and understood these terms, as all work performed by OSW Cape or sub-contractors is subject to these conditions.

**18. Deposits & Booking Confirmation**

- a. For local or long-distance removals, a 50% deposit is required to secure your booking. Proof of payment must be emailed to [movers@oswcape.co.za](mailto:movers@oswcape.co.za) to secure the booking. Please use the quotation number for the payment reference and all other correspondence via email.
- b. Deposits are non-refundable once paid, as vehicles and staff are allocated upon confirmation.

**19. Payment and Delivery Terms**

- a. The outstanding 50% balance for removals must be paid no later than the day before offloading to avoid any delays. No loads will be offloaded until full payment has been made.
- b. For weekend deliveries, please ensure that the remaining 50% payment is made by Friday.
- c. If payment is not received by the day before offloading, the truck will continue its route, and additional costs for re-delivery and storage will be calculated the following day.
- d. No goods will be offloaded in of any other cost/charges that may occur due to misleading information regarding the move.
- e. No cash will be accepted, only EFT payments. No cash to be paid to staff members.
- f. Signing this form or paying a deposit to secure a load constitutes agreement to these terms and conditions.

**ALL payments to be made directly to this account only:**

OSW Cape (Pty) Ltd / FNB / Business Cheque Account / Acc No: 626 5187 7296 / Branch: 250 655

**Thank You**

We would like to take this opportunity to thank you for choosing OSW Cape. We look forward to providing you with professional and reliable service for your forthcoming removal.

I, \_\_\_\_\_, hereby accept and agree on all the above stated info/contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_