

TERMS AND CONDITIONS OF SERVICE

1. Introduction

- 1.1. Welcome to Nexus Move Solutions! This agreement outlines the rights and responsibilities for both you and us.
- 1.2. When we refer to "We", "us", or "our", it means Fundamental Entertainment (Pty) Ltd, trading as Nexus Move Solutions.
- 1.3. "You" or "your" denotes the customer.
- 1.4. Any changes to this agreement require written consent from both parties. Any amendments must be signed by one of our directors or authorized representatives.
- 1.5. Please take note of our liability terms, as we have limitations on our responsibility for loss or damage during the moving or storage process.
- 1.6. Our liability is outlined in detail, ensuring clarity on the extent of our responsibility for any losses or damages incurred.

2. Quotation

2.1 Our quotation, inclusive of Value Added Tax, serves as an estimate. However, it excludes insurance cover, customs duties, and other government fees unless otherwise specified.

2.2. The accuracy of our quotation depends on the information provided by you, the customer. Any changes to the details may affect the quoted price.

2.3. While we aim for fixed pricing, certain circumstances may lead to adjustments or additional charges, such as delays, currency fluctuations, or unforeseen services requested.

2.4. In such cases, adjusted charges will be communicated promptly, with a revised invoice issued accordingly.

2.5. Goods not declared to us may impact our ability to perform services promptly.

2.6. Our pricing structure, unless otherwise agreed, is based on hourly rates. We may offer fixed pricing in some cases, subject to specific conditions.

2.7. We strive for transparent pricing, ensuring fairness in our charges, whether a job exceeds or falls short of estimated timeframes.

3. Work not included in the Quotation

3.1. Our quoted removal services do not encompass certain tasks unless explicitly agreed upon in writing. These include packing/unpacking, furniture assembly/disassembly, appliance handling, and other specialized services.

3.2. For tasks beyond our scope, we recommend engaging qualified professionals to ensure proper handling and completion.

4. Your Responsibilities

4.1. Your responsibilities encompass various aspects, including accurate declaration of goods, obtaining necessary permits, protecting property, and ensuring presence or representation during collection and delivery.

4.2. Full disclosure of relevant details is essential for accurate quoting, including property specifics, parking arrangements, and inventory lists.

5. List of goods or receipts (inventory)

5.1. The accuracy of our provided list or receipt is crucial. Any discrepancies should be reported within seven days.

5.2. Claims cannot be made for items not included in the provided list or receipt.

6. Our Responsibilities

6.1. We are committed to safely delivering your goods from collection to delivery.

6.2. If we undertake packing services, we ensure the safe transportation of goods to the designated destination.

6.3. In case of any failure on our part, subject to liability clauses, we compensate accordingly.

7. Goods Excluded from Removal or Storage

7.1. Certain items are excluded from our removal or storage services unless agreed upon in writing.

7.2. Customers are responsible for arranging transportation and storage of excluded items, as they pose varying levels of risk.

8. Ownership of the Goods (Items)

8.1. By entering this agreement, you confirm ownership of the goods or have appropriate authorization.

8.2. You indemnify us against any claims arising from misrepresented ownership.

9. Payment of Removal & Storage Charges

9.1. Payment methods and terms are outlined for clarity and convenience, with a mandatory deposit required to confirm bookings.

9.2. Adherence to payment terms ensures smooth processing and completion of services.

9.3 No reservation can be confirmed or assured until a 50% deposit of the quoted amount has been received.

9.4. For any removals we undertake, whether from or to locations outside the Gauteng Province (national, interprovincial, or international moves), full payment of the remaining removal cost must be received by us and cleared at least three working days prior to the scheduled removal.

9.4.1. We retain the right to decline participation in national or interprovincial removals, pick-up (loading), delivery (unloading), or both until full payment is received for such services.

9.5. Payment terms for local removals (within the Gauteng province) follow the same guidelines as national moves, except that we may, at our discretion and upon prior arrangement, permit payment of the outstanding balance:

9.5.1. On the day of the removal, prior to unloading.

9.5.2. In cash, not exceeding a total of R 5 000.00.

9.5.3. Through our Point-of-Sale swiping machine.

9.6. Regardless of the type of removal—local, national, or international—we will not release or unload any property until full payment has been received, cleared, and confirmed.

9.7. For all storage services, whether short or long term, we will not release, unload, or deliver any property until all outstanding payments owed to us, including relevant monthly or storage fees, have been received, cleared, and confirmed.

9.7.1. If you arrange for the delivery or collection of a consignment, you will be charged for any handling performed by us for items going into or out of storage.

9.7.2. All storage fees are due to us on or before the first day of each month when such services are required.

9.7.3. Failure to pay within the agreed removal or storage terms may result in daily interest charges of 3% per annum above the prevailing South African Reserve Bank rate.

9.7.4. We also reserve the right to recover any reasonable costs incurred by us to collect outstanding amounts, such as 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 associated with its preparation (administration/back-office costs) and forfeit potential additional work opportunities that could utilize the same resources. Therefore, if you cancel this contract or postpone its performance, we may suffer losses. Fees for such cancellations or postponements are determined based on our assessment of the losses incurred.

10.2. Fees for alteration, postponement, or cancellation are as follows:

10.2.1. Thirty or more working days before the scheduled services start – no charge.

10.2.2. Between sixteen to twenty-nine working days before the scheduled services start – 50% of the charges.

10.2.3. Between eight and fifteen working days before the scheduled services start – 75% of the charges.

10.2.4. Less than seven working days before the scheduled removal – 100% of the charges.

10.2.5. Failure to arrange property access, including necessary key exchanges, by the day of the removal, resulting in work delay, will necessitate rescheduling the pick-up or delivery at the same costs initially agreed upon for the booked move.

Delays in Transit

11.1. Unless expressly agreed upon in writing, estimated arrival and departure times (transit times) are approximations only.

11.2. Transit times may fluctuate due to various external factors beyond our control, including but not limited to industrial disputes, weather conditions, traffic congestion, changes in sailing or departure dates by the ferry/freight/shipping company, alterations in routes used by the freight/shipping company, and port congestion.

11.3. We will promptly inform you of any significant changes to the collection/delivery/transit times as soon as we become aware of them.

11.4. In the event of delay due to our negligence, we will reimburse your reasonable expenses resulting from the delay, such as but not limited to reasonable hotel costs.

11.5. Our liability for delay shall not exceed 5% of the total amount charged for the move under any circumstances.

11.6. Apart from what is outlined in the clauses above, we are not responsible and shall not be required to compensate you for any costs or losses arising from delays.

11.7. However, if the delay or non-performance persists for 48 hours, you may terminate this agreement without penalty by giving us at least seven days' written notice.

11.8. In the event that we are unable to deliver your goods through no fault of ours, we will arrange for storage. The Agreement will then be considered fulfilled, and any additional services, including storage and delivery, will be at your expense.

12. Route, Method of Removal & Our Right to Sub-Contract

12.1. Unless specifically agreed upon otherwise in writing in our Quotation, additional space/volume/capacity on our vehicles and/or containers may be utilized for consignments from other customers.

12.2. We are entitled to transport, or arrange for the transportation of, goods via any reasonable route, taking into account all relevant circumstances, including but not limited to the nature and destination of other goods being transported in the conveying vehicle.

12.3. Any significant changes to the collection/delivery/transit times will be promptly communicated to you upon our awareness.

12.4. We reserve the right to subcontract some or all of the removal process, and in such cases, these terms and conditions will remain in effect.

12.4.1. Should we subcontract the work, you will still receive the offer from us.

12.4.2. If subcontracting occurs, these conditions will continue to apply.

13. Liability Cover

13.1. At Nexus Move Solutions, we take pride in our workmanship and aim to minimize the occurrence of incidents resulting in loss or damage to your property during handling. However, unforeseen circumstances may arise despite our best efforts, which is why we recommend insuring your move and possessions.

13.2. You have two insurance coverage options available: Goods in Transit Cover (limited) and All-risk insurance.

13.3. The 'Goods in Transit' furniture removal insurance covers your goods solely during transit against specific risks, including but not limited to fire, collision, hijacking, overturning, and vehicle theft.

13.3.1. The Goods in Transit insurance cover is provided at no additional cost.

13.3.2. However, it is limited and does not extend beyond the conditions specified in Clause 13.3.

13.3.3. Our liability for any particular damaged or lost furniture or goods covered under the conditions outlined in Clause 13.3 shall not exceed a total value of R100,000.00.

13.4. The all-risk furniture removal insurance cover is to be purchased at your discretion through your own insurer.

13.5. In cases where the lost or damaged furniture is part of a pair or set, our liability to you will be limited to the value of that particular item, not its value as part of a pair or set.

13.6. Depending on the chosen liability cover option, we may opt to repair or replace the damaged or lost items.

13.7. However, if we opt to repair the item, we will not be liable for any depreciation, and we do not operate 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 goods collection by you or their delivery by us to their destination unless we agree in writing to an extension of this time limit. Failure to do so releases us from liability.

14. Exclusions of Liability Cover

14.1. Regardless of the insurance option chosen for your furniture or goods, we will not be responsible for damage or loss arising from any of the following:

14.1.1. Normal wear and tear, ageing, natural or gradual deterioration, leakage, or evaporation.

14.1.2. Atmospheric or climatic changes.

14.1.3. Changes due to atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly related to water ingress.

14.1.4. Infestation by moths, vermin, or similar.

14.1.5. Any inherent defect in the goods.

14.1.6. Goods with a proven defect or inherent defect.

14.1.7. Cleaning, repairing, or restoring unless agreed upon.

14.1.8. Electrical or mechanical issues with appliances or equipment unless evidence of external impact damage is present.

14.1.9. Damage to motorbikes or other motor vehicles unless a pre-collection condition report has been issued by us.

14.1.10. Damage to any motorbike or motor vehicle moving under its power other than during normal loading and unloading.

14.2. Additionally, regardless of the chosen insurance option, we will not be responsible for damage or loss arising from any of the following:

14.2.1. Loss or damage occurring before we take possession, custody, and control of the goods.

14.2.2. Loss or damage occurring after delivery or handover of the goods to you or a party nominated by you.

14.2.3. Loss of goods not packed by us, including goods packed in wardrobes, drawers, cases, boxes, or other containers, or electronics such as TVs not wrapped or covered by us.

14.2.4. Damage to goods resulting from normal handling when such goods have not been packed and unpacked by us, including goods packed in wardrobes, drawers, cases, boxes, or other containers, regardless of packing quality.

14.2.5. We do not accept liability for goods confiscated, seized, or removed by Customs Authorities or similar bodies and Government Agencies unless such actions occur due to our negligence.

14.3. If an item forms part of a pair or set, our liability will not exceed the value of that particular item without considering any special value it may have as part of a pair or set.

14.4. We are not liable under any circumstances for consequential or indirect losses, including but not limited to loss of profits or missed opportunities.

14.5. We are not liable if you submit for removal or storage any goods listed in Clause 7.2 without our agreement. Such goods will be removed or stored entirely at your risk.

14.6. No employee of ours shall be individually liable to you for any loss, damage, delay, or other breaches of this contract.

15. Damage to Premises or Property other than Goods

15.1. Our liability for loss or damage to premises or property other than goods for removal is limited as follows:

15.2. We are not liable for loss or damage to premises or property other than goods for removal unless such loss or damage results from our negligence or breach of contract.

15.3. If we cause loss or damage to premises or property other than goods for removal due to our negligence or breach of contract, our liability is limited to repairing the damaged area for an amount not exceeding R1,000.00.

15.4. If damage occurs due to moving goods under your express instruction against our advice, we are not 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 to in writing. Failure to notify us of such damage releases us from liability.

15.6. We may arrange the repair of any damage ourselves, and you must allow us the opportunity to do so.

16. Our Right to Withhold or Dispose of the Goods (Lien)

16.1. We may retain some or all of your goods until all charges owed to us have been paid, even if the unpaid charges are unrelated to those goods.

16.2. Additionally, we may sell some or all of your goods to recover any unpaid charges and costs.

17. Termination

17.1. Nexus Move Solutions reserves the right to terminate or decline to provide any service based on any of the following grounds:

17.1.1. We have reason to believe that you have a poor credit history or a history of defaulting on previous payments (including with companies not related to us).

17.1.2. We have reason to believe that you have withheld or are withholding information about the requested service, which is material to its performance or pricing calculation.

17.1.3. Unless otherwise agreed by us in writing, a 50% deposit payment and a signed copy of the accepted quotation will be required before securing the service booking.

Failure to meet any of these requirements gives us the right to terminate your service.

17.1.4. Verbal or threatening behavior toward our staff constitutes grounds for immediate service termination. If a driver is forced to leave the job due to abuse from the customer, verbal or otherwise, the customer remains liable to pay the full service cost.

18. Advice, Information, and Basis of Agreement

18.1. This document outlines the terms and conditions of the contract between us.

Please do not rely on promises or claims, written or verbal, that contradict the terms and conditions stated herein. In case of any apparent contradiction, the written terms and conditions supersede all else. Should you require clarification, please refer to us.