

## 1. INTRODUCTION

- 1.1. These terms and conditions and the attached quotation form the entire agreement ("the agreement") between EEZI MOVE and you ("the Customer"), whose name appears on the invoice or delivery note ("the Invoice") for the sale and purchase of Goods and/or services appearing on the invoice ("the Goods"). "Items" shall bear the meaning of the customer's property being the listed items in the inventory provided by the customer to EEZI MOVE. Where a prior written agreement, exists between EEZI MOVE and the Customer with respect to the Goods and/or services, the provisions of this agreement shall in all cases prevail over those terms and conditions.
- 1.2. It is specifically recorded and agreed that EEZI MOVE shall not be deemed in any way at all to be a carrier at Common Law, and that the terms of service are only undertaken in accordance with the terms and conditions set out herein.
- 1.3. Orders are accepted by EEZI MOVE subject to EEZI MOVE's logistical availability, and we reserve the right to deliver goods and items and/or render the service in two or more instalments.
- 1.4. **THIS AGREEMENT CONTAINS PROVISIONS, WHICH ARE RECORDED IN A SIMILAR FONT TO THIS CLAUSE, AND WHICH PROVISIONS MAY HAVE THE EFFECT OF:**
  - 1.4.1. **LIMITING EEZI MOVE'S LIABILITY AND/OR RISK OR THAT OF A THIRD PARTY AND/OR;**
  - 1.4.2. **PLACING RISK OR LIABILITY ON THE CUSTOMER AND/OR OBLIGING THE CUSTOMER TO INDEMNIFY EEZI MOVE OR A THIRD PARTY AND/OR;**
  - 1.4.3. **CONSTITUTING A POSITIVE ACKNOWLEDGEMENT BY THE CUSTOMER OF A PARTICULAR FACT.**
- 1.5. EEZI MOVE reserves the right to withhold services in the event of any breach of any of these terms and conditions for any other reason which EEZI MOVE considers warrants such actions.
- 1.6. "EEZI MOVE" refers to EEZI MOVE FURNITURE REMOVALS (PTY) LTD (2018/015088/07). EEZI MOVE and the customer are collectively referred to as "the Parties". "We", "us" or "ours" means EEZI MOVE, while "you", "your" or "yourself" means the customer.
- 1.7. This agreement defines all rights, responsibilities and obligations of the customer and those of EEZI MOVE.
- 1.8. If any provision in a definition is a substantive provision conferring a right or imposing an obligation on any Party then, notwithstanding that, it is only a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement.
- 1.9. In this Agreement a Party includes a reference to that Party's successors in title and assignments allowed at law.
- 1.10. Section headings are for convenience only and are not to be construed as part of this Agreement.
- 1.11. Any reference in this Agreement to:
  - 1.11.1. "business hours" shall be construed as being the hours between 07h30 and 16h30 on any business day. Any reference to time shall be based upon South African Standard Time;
  - 1.11.2. "contract" shall refer to the Agreement as defined, the quotation which includes the optional services as well as these terms and conditions;
  - 1.11.3. "Dangerous goods" includes those classified as such by Transnet, the Marine Division of the Department of Transport, or which constitute dangerous goods in terms of SABS specification 0228, or which are considered by EEZI MOVE to be dangerous;
  - 1.11.4. "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
  - 1.11.5. "goods and services" shall have the meaning consigned as per the section 1 of the Consumer Protection Act 68 of 2008 as amended.
  - 1.11.6. "the handling of the goods / items" and/or "Transport/move" includes the goods/items being handled, warehoused, held, controlled, loaded or unloaded, transported or otherwise possessed by EEZI MOVE for any purpose whatsoever as well as the service and/or related services EEZI MOVE provides;
  - 1.11.7. "law" means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law a reference and further to any statutory enactment which shall be construed as a reference to that enactment as at the Commencement Date thereof and as amended or substituted from time to time;
  - 1.11.8. "person" means any person, company, close corporation, trust, partnership or other entity whether having separate legal personality or not;
  - 1.11.9. "Personal Information" and/or "PI" for purposes of this Agreement shall mean the race, gender, sex, pregnancy, marital status, national or ethnic origin, colour, sexual orientation, age, physical or mental health, disability, religion, conscience, belief, culture, language and birth of a person; information relating to the education or the medical, financial, criminal or employment history of the person; any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; the biometric information of the person; the personal opinions, views or preferences of the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about the person whether the information is recorded electronically or otherwise.
  - 1.11.10. "POPIA" shall mean the Protection of Personal Information Act 4 of 2013 as amended from time to time.
  - 1.11.11. "writing" means legible writing and in English and/or Afrikaans and includes any form of electronic communication contemplated in the Electronic Communications and Transactions Act, No. 25 of 2002 as read with these terms and conditions.

- 1.12. the words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include/s" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.13. The words "shall" and "will" and "must" used in the context of any obligation or restriction imposed on a party have the same meaning.
- 1.14. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 1.15. Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning and words and expressions used in these terms and conditions, usage terms service and conditions shall bear the ordinary meaning assigned to them unless the context dictates otherwise.
- 1.16. Computation of time in terms of this agreement shall be in accordance to a calendar day exclusive of the first and inclusive of the last, as read with clause 1.11.1 & 1.11.4 hereof.
- 1.17. If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately preceding business day.
- 1.18. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.19. The expiration or termination of this Agreement shall not affect any such provisions of this Agreement which expressly provides that they will operate after any such expiration or termination or which due to necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.20. No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a party to this Agreement.
- 1.21. Where any term is defined within a particular clause other than this clause 1, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement.
- 1.22. An expression which denotes -
  - 1.22.1. any gender includes the other genders;
  - 1.22.2. a natural person includes an artificial or juristic person and vice versa;
  - 1.22.3. the singular includes the plural and vice versa.
- 1.23. In this Agreement the words "clause" or "clauses" and "annexure" or "annexures" and "schedule" or "schedules" refer to whole clauses and annexures or schedules to this Agreement.
- 1.24. This Agreement constitutes the sole record of the agreement between the parties. EEZI MOVE shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. Furthermore, no addition to, variation of or agreed cancellation of this Agreement shall be of any force or effect unless recorded in writing and accepted by EEZI MOVE in writing, further no relaxation or indulgence which EEZI MOVE may grant to the Customer shall constitute a waiver of its rights and shall not preclude it from exercising any of its rights which may have arisen in the past or which might arise in the future.

## 2. OUR QUOTATION

- 2.1. Our quotation is valid for 28 (twenty-eight) days, and subject to logistical availability.
- 2.2. Our quotations are binding, with no additional extra hidden costs or charges and based on the accurate information provided by yourself.
- 2.3. **THE QUOTATION WILL ONLY CHANGE IN THE FOLLOWING CIRCUMSTANCES:**
  - 2.3.1. If extra items are packed, wrapped, transported or stored which are not listed on the detailed inventory and service specification documents supplied by yourself;
  - 2.3.2. If stairs, lifts or doorways are inadequate for easy pick up or delivery of your items;
  - 2.3.3. If the distance from your front door to where our vehicle can park exceeds 25 meters, we reserve the right to charge a long carry fee or employ the assistance of a shuttle which will be charged for;
  - 2.3.4. If we are misinformed by yourself regarding any access limitations and restrictions, which in EEZI MOVE's reasonable opinion will result in us being unreasonably delayed, we reserve the right to postpone and/or move your delivery to a time and date logistically executable. Storage and re-delivery fees will apply.
  - 2.3.5. Access limitations and restrictions include, but are not limited to, the following:
    - 2.3.5.1. Closing times of security gates, storage facilities etc.;
    - 2.3.5.2. Vehicle height/length restrictions. Provide for vehicles up to 22m length and 4.5m height;
    - 2.3.5.3. Vehicle weight restrictions. Provide for vehicles with a Gross Vehicle Mass of up to 32ton;
    - 2.3.5.4. EEZI MOVE's Employee's and or Agents ID's/passports' are required;
    - 2.3.5.5. Gravel/dirt roads (only if agreed to by us in writing);
    - 2.3.5.6. Any arbitrary grounds which restricts and/or limits and/or impedes Eezi Move to carry our business in any manner and which will cause Eezi Move to alter operational planning and execution.
- 2.4. **ALL ACCESS LIMITATIONS AND ACCESS RESTRICTIONS MUST BE COMMUNICATED TO OUR CONSULTANT IN WRITING. FAILURE TO INFORM US OF ANY ACCESS RESTRICTIONS MAY LEAD TO ADDITIONAL CHARGES AND POSTPONEMENTS OF SERVICES.**
- 2.5. The following services are excluded unless requested and quoted for:
  - 2.5.1. Connection and disconnection of electrical, electronic or plumbing equipment or any other similar items;
  - 2.5.2. Dismantling and reassembling of furniture;



CUSTOMER SIGNATURE: \_\_\_\_\_

- 2.5.3. Removing and reinstalling doors, security gates or windows to move any item out of or into the property;
- 2.5.4. Hoisting of items;
- 2.5.5. Items requiring more than four men or specialised equipment to move;
- 2.5.6. Packing, moving or storage of items listed under clause 2.7 (excluded items);
- 2.5.7. **OUR STAFF, EMPLOYEES AND/OR AGENTS ARE PROHIBITED FROM PREFORMING ANY OF THE DUTIES LISTED IN THIS CLAUSE 2.5 UNLESS EXPRESSLY BEING AUTHORISED BY OUR CONSULTANTS IN WRITING TO DO SO. YOU INDEMNIFY EEZI MOVE AGAINST ANY LOSS AND OR DAMAGE ARISING FROM SUCH UNAUTHORISED LABOUR AND OR ACTIVITIES. YOU FURTHER INDEMNIFY EEZI MOVE AGAINST ANY THIRD-PARTY LIABILITY IN THIS INSTANCE.**
- 2.6. **ONLY THE ITEMS LISTED IN THE INVENTORY ARE PART OF THE SERVICE RENDERING BY EEZI MOVE. ALL OTHER ITEMS NOT PROVIDED FOR IN THE INVENTORY ARE EXCLUDED FROM THIS AGREEMENT AND ARE REGARDED AS "EXCLUDED ITEMS" AND EEZI MOVE HAS NO OBLIGATION TO MOVE AND OR HANDLE THESE ITEMS. WE RESERVE THE RIGHT NOT TO HANDLE EXCLUDED ITEMS. IF ANY EXCLUDED ITEMS ARE TRANSPORTED BY EEZI MOVE'S EMPLOYEES AND/OR AGENTS WITHOUT BEING AUTHORISED TO DO SO BY EEZI MOVE, WE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, CLAIMS (DELICTUAL OR OTHERWISE), HARM AND/OR THEFT ARISING OUT OF SUCH ACTIVITY.**
- 2.7. Excluded items include but are not limited to:
- 2.7.1. Loose and unpacked items;
- 2.7.2. Items packed in refuse bags;
- 2.7.3. Unsealed owner packed boxes;
- 2.7.4. Owner packed boxes, Single-wall owner packed boxes or boxes in a visibly poor condition;
- 2.7.5. Items not reflected on the moving inventory;
- 2.7.6. Boxes exceeding 420mm x 420mm x 480mm in size;
- 2.7.7. Goods requiring specialised packing (i.e. Wrapping alone will not be adequate to protect and guard against any possible damage) for example: Flat screen TV's, glass/ marble/ granite tops of furniture, artefacts, paintings, pictures, mirrors, antiques, lamps, fans, heaters, braais or any other fragile, high value items which are not professionally boxed or crated by us. **SHOULD YOU ELECT NOT TO PROFESSIONALLY WRAP, BOX OR CRATE AND/OR DISASSEMBLE ANY ITEMS UPON BEING ADVISED TO DO SO EEZI MOVE MAY ELECT TO MOVE SAME BUT WILL HOWEVER NOT BE LIABLE FOR ANY DAMAGE OR LOSS (SUBJECT TO CLAUSE 8) ARISING THEREFROM.**
- 2.7.8. Valuable items: All items listed in clause 8 as well as; all jewellery, cell phones, computer tablets, laptops, money, trinkets, deeds, security stamps, share certificates, sculptures, paintings, cycads, firearms, or any similar items or collections;
- 2.7.9. Any dangerous and/or hazardous items as per clause 1.11.3 and/or any potentially dangerous or hazardous items, including but not necessarily limited to any items which transport is prohibited by law, including explosives, combustible materials, ammunition, any liquid, such items may be destroyed or thrown away by us without your permission or prior knowledge; **SHOULD ANY OF THESE OR SIMILAR ITEMS BE TRANSPORTED (KNOWN OR UNBEKNOWNST TO US) YOU INDEMNIFY US AGAINST ANY DAMAGES AND OR LOSS ARISING AND YOU FURTHER ACKNOWLEDGE LIABILITY IN RELATION TO DAMAGES AND/OR ANY LOSS ARISING THEREFROM BE IT SPECIAL OR CONSEQUENTIAL WHICH MAY BE SUFFERED BY US, ANY OF OUR OTHER CUSTOMERS AND THIRD PARTIES.**
- 2.7.10. All forms of batteries, including inverter/battery combinations where the batteries have not been removed. Batteries are regarded as dangerous and/or hazardous items by EEZI MOVE and shall under no circumstances be transported by EEZI MOVE.
- 2.7.11. No pot plants are allowed into our storage facilities.
- 2.8. **WE DISASSOCIATE OURSELVES FROM ANY ITEMS GIVEN/ SOLD TO ANY MEMBER OF OUR STAFF, EMPLOYEES AND AGENTS AS PER THE TERMS OF OUR GRATUITY POLICY.**
3. **PAYMENT**
- 3.1. The purchase price of the goods and/or services shall be paid by the Customer to EEZI MOVE without any deductions or set-off within the period stipulated on the invoice and is payable on demand. You may not withhold any payment for any reason whatsoever.
- 3.2. In the event of EEZI MOVE or any other division of EEZI MOVE, becoming indebted to the Customer, EEZI MOVE may set-off such indebtedness against any monies which may be or become owing by the Customer to EEZI MOVE.
- 3.3. If additional deliveries are made and/or additional services and/or products are required other than that quoted for, then each delivery will be invoiced and shall be paid for separately in accordance with this agreement.
- 3.4. EEZI MOVE shall be entitled to charge interest on all overdue amounts at the maximum rate permissible from time to time in terms of the National Credit Act 34 of 2005 and/or equivalent legislation, as amended. Such interest shall be calculated and payable monthly in advance on the first day of each and every successive month on the balance outstanding from time to time by the Customer to EEZI MOVE and shall be added to the amount due to EEZI MOVE by the Customer in respect of the purchase price of the Goods and/or Services.
- 3.5. The Customer agrees that in the event of any portion of an invoice's indebtedness being disputed, then the Customer shall nevertheless forthwith pay the undisputed amount of such indebtedness according to the agreed terms of payment.
- 3.6. All Goods and services supplied by EEZI MOVE to the Customer shall remain the property of EEZI MOVE until the purchase price in respect thereof has been paid in full, but the Customer shall have the right to dispose thereof in the ordinary course of normal business in which event it is expressly agreed that the claim to any right of recovery of the purchase price from the eventual Customer of the Goods, shall be ceded to EEZI MOVE as security for payment of any amount outstanding.
- 3.7. EEZI MOVE shall be entitled to vary the price of services rendered pursuant to the conditions and circumstances as set out in this agreement with prior reasonable notice to the customer and at its sole discretion.
- 3.8. In the event that the customer requests a move or service rendered to occur at a specific time, or subject to specific provisions as provided by the customer, and subject to clause 2.3.5.6, Eezi Move retains the right to impose an additional charge due to operational requirements.
- 3.9. A deposit equal to 50% of your removal cost and 100% of any additional services is to be paid within 2(two) business days from booking to secure and confirm booking.
- 3.10. The remaining balance of your invoice must be paid at least 2(two) business days prior to your move. Proof of payment must be sent to our offices in writing during business hours (7:30-16:30) to the relevant address be it (electronic or fax) as communicated to you by our consultants.
- 3.11. Only payments reflecting your reference number (THE QUOTATION NUMBER) will be allocated to your account.
- 3.12. No cheque deposits will be accepted.
- 3.13. Only master and visa credit card payments are accepted, a minimum of two business days prior to your move within office hours (07:30-16:30).
- 3.14. All bank transfers must be done timely and must reflect in our nominated bank account before any booking and or further services are rendered and confirmed.
- 3.15. Any monies due to the Customer, such as refunds or otherwise, will be made within 7 - 10 working days.
4. **DISCOUNTS**
- 4.1. The price of the goods and services sold to the Customer is strictly Net and not subject to any discounts unless otherwise agreed to in writing.
- 4.2. Any discount must be agreed in writing, such discount shall only be allowed if payment is received by EEZI MOVE strictly by the due date and shall only apply to the actual price of the Goods and or services themselves and not be subject to any value-added tax, additional transport costs, additional goods purchased, insurance, storage charges or other duties or taxes.
- 4.3. Any discounts that may be applicable will exclude any special promotions that may be applicable from time to time and may not be used in conjunction with each other.
5. **INSURANCE**
- 5.1. **YOU SHALL AT ALL TIMES KEEP AND CAUSE YOUR PROPERTY AND/OR ITEMS AS CONTAINED IN THE INVENTORY AND WHICH ARE TO BE TRANSPORTED AND HANDLED IN ACCORDANCE WITH THIS AGREEMENT ADEQUATELY INSURED AGAINST ALL FORMS OF DAMAGES. WE RESERVE THE RIGHT TO REQUIRE WRITTEN CONFIRMATION OF SUCH INSURANCE.**
- 5.2. We are only insured on a **LIMITED** basis. Pertinent terms of our policy may be summarised as follows:
- 5.2.1. **Limited goods in transit insurance with cover for fire, collision, overturning, theft following and hijacking only (which are subject to applicable policy and claim limits);**
- 5.2.2. Policy Limits: R500 000 per large sized closed truck trip (Interlink and Rigid with drawbar trailers); R250 000 per medium sized closed truck trip (Large Rigid - 7ton and upward); R120 000 per small closed truck (Rigid combinations up to 5ton); R50 000 per open delivery vehicle per trip (Bakkie and trailer loads);
- 5.2.3. On all part/ shared loads compensation will be allocated proportionally based on the total freight damage suffered by each client subject to above limits applying to the total of all loads on the truck.
- 5.2.4. Maximum excess of 10% of any claim or 5% of the total insured value per insured event; in the event of theft or hijacking: a maximum excess of 20% of the claim or 5% of the total insured value per insured event;
- 5.2.5. Subject to clause 8, clause 2 and rights and obligations conferred in terms of this agreement, EEZI MOVE shall be responsible for any excess payable to our insurer, which is subject to our right of recovery in terms of this agreement.
- 5.3. Cover automatically attaches upon loading of the insured goods/items onto the conveying vehicle and or trailer and terminates upon offloading from the conveying vehicle and or trailer.
- 5.4. **EEZI MOVE DOES NOT PROVIDE INSURANCE WHATSOEVER. OTHER THAN ON THE LIMITED BASIS AS STATED HEREIN. IT REMAINS THE CUSTOMER'S SOLE RESPONSIBILITY TO ADEQUATELY INSURE ITEMS TO BE TRANSPORTED AND HANDLED IN TERMS OF THIS AGREEMENT. THE CUSTOMER INDEMNIFIES EEZI MOVE (SUBJECT TO THE PROVISIONS OF CLAUSE 8 HEREOF) AGAINST ANY AND ALL DAMAGES.**
6. **YOUR RESPONSIBILITIES**
- 6.1. As far as reasonably possible, ensure a safe and suitable environment where EEZI MOVE are supposed to render goods and services.
- 6.2. It is important to be meticulous in compiling your inventory list and service specifications, as all quotations are based on this information.
- 6.3. **BE PRESENT AT THE LOADING AND OFFLOADING ADDRESSES YOURSELF.**
- 6.4. Ensure adequate security for your goods at the loading and offloading addresses.
- 6.5. Ensure that correct items are wrapped, boxed or crated as quoted for (for example, only one TV box requested but you have three TV's. You need to indicate which TV to box).
- 6.6. In the event where a client's items need to be stored, either by way of the request of the client, or due to unplanned events where the storage of such items are mandatory for the safekeeping of the items, the client will be responsible for any costs relating to the storage of such items and the client will be provided with a quote for same.
- 6.7. **ENSURE THAT ALL QUOTED/ LISTED ITEMS ARE LOADED AND OFFLOADED. YOU MUST INSPECT THE TRUCK PRIOR TO FINAL DEPARTURE TO ENSURE ALL ITEMS ARE OFFLOADED ENSURE THAT IT IS IN COMPLIANCE WITH THE INVENTORY LIST.**
- 6.8. **IN THE UNLIKELY EVENT THERE ARE ANY MISSING ITEMS, SAME MUST BE REPORTED TO US IMMEDIATELY BEFORE DEPARTURE. IN THE PRESENCE OF THE DRIVER AND NOTED ON THE DELIVERY AND WAYBILL DOCUMENTS.**



CUSTOMER SIGNATURE: \_\_\_\_\_

- 6.9. **ANY BROKEN SEALS, OPENED BOXES, CRATES ETC. MUST BE REPORTED IN THE SAME MANNER AS CLAUSE 6.8.**
- 6.10. Owner packed boxes must be properly sealed and ready for loading prior to our truck's arrival.
- 6.11. Owner packed boxes must be of good quality and condition failing which, we reserve the right (but have no obligation to do so) to repack any owner packed boxes of poor quality or condition at our sole discretion, during any stage of the move. You agree to pay all costs incurred for these services in full (subject to most the recent price list). Any election by us not to do so shall not extend any liability to EEZI MOVE.
- 6.12. **ALL ITEMS MUST BE PACKED, WRAPPED, CRATED AND OR DISASSEMBLED IN AN APPROPRIATE MANNER. WE RESERVE THE RIGHT TO REPACK, WRAP OR CRATE ANY ITEMS NOT PACKED IN AN APPROPRIATE MANNER BY YOURSELF AT OUR SOLE DISCRETION, DURING ANY STAGE OF THE MOVE. YOU AGREE TO PAY ALL COSTS INCURRED FOR THESE SERVICES IN FULL (SUBJECT TO THE MOST RECENT PRICE LIST) ANY ELECTION BY US NOT TO DO SO SHALL NOT EXTEND ANY LIABILITY TO EEZI MOVE.**
- 6.13. Notify and provide us with detailed information regarding any high value items (antiques, artworks etc.) that may have to be transported, packed or stored at least seven (7) days prior to the move, in writing in order for EEZI MOVE to make applicable arrangements and adhere to the administrative obligations in terms of this Agreement, failure to do so may delay the transportation of your items and limit any liability for possible damages.
- 6.14. It is the responsibility of the customer to indicate the value on the inventory list of every item being moved. Should an amount not be indicated on the inventory list for a listed item/s, a default amount of R100-00 (ONE HUNDRED RAND), will be allocated to each item for which a value was not provided.
- 6.15. Within 3 days prior to your move, please supply necessary manuals/ instructions or specialised tools deemed necessary for the safe dismantling, handling, packing or moving of any items in writing to the consultant.
- 6.16. Properly preparing all appliances and equipment before it is transported. This includes, but not limited to, emptying and defrosting fridges/ freezers and emptying all cupboards and drawers and stabilising washing machine drums.
- 6.17. **SECURING ALL YOUR VALUABLES** such as wallets, cell phones, computer tablets, laptops, money, jewellery, handbags, firearms etc. **THESE ITEMS WILL NOT BE HANDLED BY US.**
- 6.18. Ensure all remotes, house keys or any other means of access are arranged prior to loading and offloading. Also ensure the safekeeping of remotes, house keys or any other means of access.
- 6.19. **ALL FURNITURE, ELECTRONIC, ELECTRICAL AND PLUMBING APPLIANCES MUST BE DISCONNECTED AND DISMANTLED PRIOR TO OUR TRUCK'S ARRIVAL. IF THIS IS NOT DONE, YOUR TRANSPORT MAY HAVE TO BE RESCHEDULED.**
- 6.20. Provision of protective coverings for floors, doorframes or any other part of your premises. Including, but not limited to, laminated floors, wooden doorframes, walls etc.
- 6.21. To comply with all reasonable instructions issued by EEZI MOVE, its employees, staff and agents which concern your use of the services, any apparatus utilised and/or related matters.
- 6.22. Not to commercially exploit or cause such commercial exploitation of the services in any manner whatsoever without EEZI MOVE's prior written consent, including without limitation, the provision of services to third parties.
- 6.23. Provide EEZI MOVE with all necessary information as EEZI MOVE may, in its sole discretion, reasonably and lawfully require.
- 6.24. Engage with EEZI MOVE, and their respective staff and agents in a courteous, cordial and respectful manner at all times.
7. **CONFIDENTIAL INFORMATION**
- 7.1. The customer shall not disclose the terms and conditions of this Agreement or the pricing contained therein to any third party except as required by applicable law, rule, or regulation. Provided, however, that either party may disclose such terms, conditions or pricing to legal, accounting and professional advisors bound by formal ethical or fiduciary duties requiring such advisors to treat, hold and maintain such information in accordance with the terms and conditions of this Agreement. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other.
- 7.2. Notwithstanding the cancellation or termination of this Agreement, neither Party shall at any time use any Confidential Information provided to it by the other Party other than for purposes of implementing this Agreement.
- 7.3. Neither party shall with *male fides* misrepresent in any way or form (including publication in any form, disclosure to any unauthorised third party) any provision of this agreement and/or actions taken in terms of this agreement (including administrative actions taken in terms of the agreement and related policies i.e. complaints procedure etc.).
- 7.4. By accepting these terms and conditions, you provide Eezi Move with permission to utilize your personal information in line with the provisions as set out in the Protection of Personal Information Act, Act 4 of 2013.
8. **GENERAL LIMITATION OF LIABILITY**
- 8.1. **SUBJECT TO THIS CLAUSE (LIMITATION OF LIABILITY) EEZI MOVE IS NOT LIABLE FOR ANY DAMAGES AND/OR LOSS (WHETHER ARISING BY NEGLIGENCE, OR ANY OTHER REASON WHATSOEVER) RESULTING FROM THE CUSTOMER'S FAILURE TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT.**
- 8.2. **YOU INDEMNIFY AND HOLD EEZI MOVE (AND ALL ITS DIVISIONS, EMPLOYEES AND AGENTS) HARMLESS AGAINST ANY EXPENSE, LOSS, CLAIM (DELICTUAL OR OTHERWISE), HARM, THEFT OR DAMAGE BROUGHT AGAINST, SUFFERED OR SUSTAINED BY EEZI MOVE, WHICH ARISES DIRECTLY OR INDIRECTLY OUT OF A BREACH OF THE TERMS OF THIS AGREEMENT BY YOU. YOU FURTHER INDEMNIFY EEZI MOVE AGAINST ANY AND ALL DAMAGES, EXPENSE, LOSS, CLAIMS (DELICTUAL OR OTHERWISE), HARM, THEFT THROUGH YOUR UTILISATION OF SERVICES NOT BROUGHT ABOUT THE PROVEN GROSS NEGLIGENCE OR GROSS INTENTIONAL MISCONDUCT OF EEZI MOVE OR ANY OF ITS REPRESENTATIVES BY A COMPETENT COURT.**
- 8.3. EEZI MOVE'S liability must be a direct result of our gross negligence and/or intentional misconduct, which negligence and/or misconduct must be proven by a competent Court. Extent of any liability shall be subject to proof of actual loss and/or damages suffered subject to the monetary limits as stated in this agreement.
- 8.4. EEZI MOVE shall not be liable for the loss of or damage due to any act or omission, or negligence of its employees.
- 8.5. Subject to the determination in clause 6.13 and this provision, EEZI MOVE may at their sole discretion, free from admission, expectation and/or obligation of any kind, award a default amount of R100-00(ONE HUNDRED RAND) to every item which is not awarded an amount in the inventory list by the customer. Should any item be damaged or lost by EEZI MOVE (as a result of gross negligence), the amount indicated by default as R100-00 (ONE HUNDRED RAND) will be used as the repair and/or replacement value of the item.
- 8.6. Notwithstanding any provision in this agreement, in no event shall we be liable to any other party for indirect or consequential loss or damage, loss of profits, business, revenue, goodwill or anticipated savings suffered by such party, unless brought about proven gross misconduct and/or gross negligence, and/or proven conduct by a competent court which is attributable to any breach of the provisions of this agreement.
- 8.7. We do not exclude or limit liability to any party for death, personal injury caused by its proven gross negligence or that of its employees, for fraud or theft by it or our employees and/or for a breach of any of the provisions of this agreement.
- 8.8. Should any limitation or provision contained or expressly referred to in this clause (Limitation of Liability) be held to be invalid under any applicable statute or law, it will only be to the extent of such invalidity, and be deemed omitted without effecting the validity of this clause and the agreement as a whole and further, if any Party becomes liable for loss or damage which would otherwise have been excluded, such liability shall be subject to the other limitations and provisions set out in this clause (Limitation of Liability).
- 8.9. Nothing in this clause (Limitation of Liability) shall be taken or construed to in any way reduce or affect the general duty to mitigate loss suffered by any Party.
- 8.10. Without prejudice to any rights and securities which EEZI MOVE may have under this agreement, the Customer indemnifies and holds EEZI MOVE harmless against all liabilities, damages, fines, penalties, taxes, costs (including legal costs on a full indemnity basis) and expenses whatsoever incurred or suffered by EEZI MOVE (or is likely to suffer) as well as any other person, arising directly or indirectly from or in connection with the Customer's express or implied instructions (or the implementation thereof) on behalf of or at the instance of the customer.
- 8.11. The customer further indemnifies EEZI MOVE against all liability of any nature arising from any failure by the customer to comply with any obligation in terms of this agreement, including but not limited to any goods and/or items in particular, but without limitation of the foregoing, in respect of any liability whatsoever which may be incurred as a result of any breach of the Customer's warranties in terms of this agreement; and/or to any haulier, carrier, warehouseman or other person whatsoever at any time involved with such goods/items arising out of any claim made directly or indirectly against any such person by the Customer or owner or such goods or by any person having an interest in such goods or by any other person whatsoever; and/or to any owner of such goods/items who is not the Customer of EEZI MOVE.
- 8.12. Subject to the terms and conditions herein and only in particular stated instances, EEZI MOVE may assume limited liability for any loss suffered by the Customer and only in respect of the items exclusively specified in the inventory and due compliance of all obligations and preventative measures in terms of this agreement by the customer has taken place. Such assumption of liability (in the event of proven negligence) shall be limited to a maximum liability which shall not exceed the value as indicated on the invoice//waybill and delivery documents, regardless of the circumstances giving rise to such loss or damage and/or in the instances of specific item damages be limited to Two Hundred Rand (R200-00) per cubic meter of the volume of the items lost or damaged, irrespective of any item forming part of a pair or set.
- 8.13. Assumption of liability (in the instances of proven negligence) will be limited to one thousand rand (R1000-00) for damages caused to fixed property. We may at our sole discretion arrange to have the damages repaired ourselves and must be given the opportunity to do so.
- 8.14. Any and all claims shall only be considered if the waybill has been endorsed, (subject to the conditions contained in this agreement) i.e. confirming the damage / loss on delivery or endorsed and not to read "not unpacked and checked", and if there has been compliance with our Complaints and Procedure Policy, which shall be made available and/or communicated the customer in appropriate instances.
- 8.15. The Customer shall advise EEZI MOVE in writing, strictly within 2 business days, of any damaged/lost or missing items being delivered/or expected to receive, at [customercare@eezi.co.za](mailto:customercare@eezi.co.za). No claims will be entertained if not received within the 2-day notice period and thereafter within a period of 5 days, provide EEZI MOVE with a quote obtained from an accredited institution/organisation for the repair of the damaged property and/or liquidated amount to indicate the value of the property, which value must be in accordance and or similar to such value(s) provided by the customer on the Inventory List. Should the quote obtained from the Customer exceed the value of the item(s) as stipulated on the Inventory List completed by the Customer, EEZI MOVE shall, in the event of proven gross negligence and/or intentional misconduct by a competent Court, only be liable for the amount provided by the Customer on the Inventory List.
- 8.16. EEZI MOVE'S assumption of limited liability for items listed in the inventory and/or any specific item listed thereon, shall not exceed the total invoice amount. Any declared value must be substantiated by a purchase invoice or an up to date valuation certificate from a professional valuator.
- 8.17. No assumption of liability by EEZI MOVE is extended to the items listed hereunder and the customer shall not have any claim for damages or any other nature whatsoever against EEZI MOVE, the customer fully indemnifies EEZI MOVE against any liability including but not limited to all third party claims and further indemnifies EEZI MOVE for any failure by EEZI MOVE to carry out any of its obligations under this agreement as a result of causes beyond EEZI MOVE'S control and/or which is not attributable to EEZI MOVE'S gross negligence, which are also listed herein, namely (and without being limited to):
- 8.17.1. Any strike, lockout;
- 8.17.2. Perils of the air;
- 8.17.3. Carelessness by the Customer and/or EEZI MOVE in the non-avoidance of any damage;
- 8.17.4. **ANY PART OF THE DAMAGE SUSTAINED WAS DUE TO YOUR OWN NEGLIGENCE AND/OR FAILURE TO COMPLY WITH ANY OBLIGATIONS IN TERMS OF THIS AGREEMENT;**
- 8.17.5. **ANY ITEMS NOT WRAPPED, PACKED AND/OR UNPACKED, NOT PROPERLY DISASSEMBLED BY US OR ONE OF OUR AGENTS;**



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- 8.17.6. **ITEMS OF FURNITURE NOT PROPERLY AND PROFESSIONALLY WRAPPED BY US;**
- 8.17.7. **POORLY ENGINEERED, MANUFACTURED OR INFERIOR PRODUCTS AND/OR ITEMS;**
- 8.17.8. Any parcel exceeding the prescribed size limitation as per clause 2.7 hereof and 15 kgs;
- 8.17.9. Fire, burglary, floods or any other loss;
- 8.17.10. Sickness, injury, disease or death arising from the removal, handling or storage of any frozen food or drinks. Frozen and refrigerated foods are transported at your own risk;
- 8.17.11. Damage to pot plants, fans and heaters;
- 8.17.12. Goods/Items damaged due to difficult access;
- 8.17.13. Damage to brittle or brittle like items, For example, cement furniture, ceramics, porcelain, glass, press wood etc.;
- 8.17.14. Damage to items with an inherent or latent defect;
- 8.17.15. Damage to mechanisms or components in electrical, electronic, mechanical or motor driven goods (unless there are visible outward signs of impact damage attributable to gross negligence);
- 8.17.16. **SELF-ASSEMBLED OR PRE-ASSEMBLED FURNITURE NOT DISMANTLED PRIOR TO TRANSPORTATION;**
- 8.17.17. Sensitive equipment, furniture or any other item not suitable for transportation;
- 8.17.18. Damage caused by any items referred to in clause 2.7;
- 8.17.19. Damage caused by moths, vermin or any similar infestation, acts of foreign enemies, hostilities, civil war or a military coup;
- 8.17.20. Damages caused by a leaking truck and/or trailer roof, resulting from damages caused *en route* by low hanging tree branches not pruned and sheered in accordance with applicable by-laws and ordinances, or damages caused by any authority's non-compliance with amongst others, the Road Traffic Act 93 of 1996, the Municipal Management System Act, 32 of 2002 or any other applicable legislation as amended and/or any other obstructions not attended to in terms of the foregoing legislation which remained unnoticed by EEZI MOVE (save in instances of gross negligence), during handling and transportation of any items;
- 8.17.21. Shortage of labour or materials;
- 8.17.22. Delays in transport;
- 8.17.23. Unavailability in whole or in part of fuel;
- 8.17.24. Civil commotions or hazards or dangerous accidents of any kind;
- 8.17.25. Public authorities acting with actual or apparent authority;
- 8.17.26. Quarantine;
- 8.17.27. Any default or delay by any sub-contractor or supplier of EEZI MOVE;
- 8.17.28. Riot, political or civil disturbances;
- 8.17.29. The elements;
- 8.17.30. Improper or insufficient packaging, securing, marking, or addressing;
- 8.17.31. Unavailability of equipment or space therein;
- 8.17.32. Compliance with delivery instructions from the Customer or consignee or non-compliance with special instructions from the Customer or consignee not authorised by applicable legislation, and or applicable rules governing such delivery as may be dictated from circumstances;
- 8.17.33. Failure of EEZI MOVE to pick-up, transport or deliver by a stipulated date or time;
- 8.17.34. Any act of any State or Government;
- 8.17.35. Any delay in securing any permit;
- 8.17.36. Violation by the Customer of any of the rules contained in this agreement;
- 8.17.37. Failure to provide consent or approval required by EEZI MOVE for the supply of Goods under the agreement;
- 8.17.38. The nature of the items being transported, or any defect therein, characteristic or inherent faults thereof;
- 8.17.39. Any act or default of the Customer and/or any other cause whatsoever beyond EEZI MOVE absolute and direct control;
- 8.17.40. Mechanical or electrical goods unless in brand new and original packaging;
- 8.17.41. Antiques or antiquities of any description;
- 8.17.42. Arms, Ammunition, Bank and treasury notes, Bullion, Cash, Deeds, Designs, Documents, Explosives, Furs, Rugs, linin, cushions, carpets, towels, tea towels, Silver nuggets, Models, Moulds;
- 8.17.43. Patterns, Plans, Precious metals;
- 8.17.44. Fine porcelain, Travellers' cheques, Brass and scrap metal, Seafood, Fresh produce, Frozen goods; and
- 8.17.45. Any kind of second-hand items, refurbished items and items that have pre-existing damages and/or have been previously repaired for the same and/or similar cause of damages and/or breakages.
- 8.18. Any damaged items must be returned to EEZI MOVE together with the original invoice reflecting the purchase price (proof of value) of the item. These are required for assessment and/or salvage prior to consideration of a claim.
- 8.19. Should the damaged goods and proof of value of item/s not be received by EEZI MOVE, it shall not be obligated to honour its limited assumption of liability.
- 8.20. We are not obliged to examine, count or inspect any items in respect of which we render any service to the Customer. Where it is necessary for an examination to be held or other action to be taken by EEZI MOVE in respect of any discrepancy in items/goods which are landed or discharged from any transport unit, EEZI MOVE shall not be liable for a failure to hold such examination or to take any other action unless we have been timeously advised such an examination is necessary.
- 8.21. In the event that EEZI MOVE undertakes to examine, count or inspect any Goods and/or items received from the Customer, it shall incur no liability whatsoever with regard to any error or inaccuracy in such counting, whether the error or inaccuracy is the result of negligence on the part of EEZI MOVE or otherwise, and notwithstanding that EEZI MOVE may have had the means and expertise to identify any discrepancies.
- 8.22. **ALL ITEMS AND/OR GOODS SHALL BE DEEMED TO HAVE BEEN RECEIVED IN GOOD ORDER WHEN THE CUSTOMER ENDORSES THE WAYBILL/DELIVERY DOCUMENTS WITH HIS/HER SIGNATURE UNLESS THE CUSTOMER, WITHIN 2 BUSINESS DAYS OF RECEIPT OF THE GOODS/ITEMS IN QUESTION, NOTIFIES US IN WRITING TO THE CONTRARY.**
- 8.23. The Condition of items and the onus of proving the quantity, type, physical properties and composition and the condition of the items and/or the condition

of any container and or box at the time of receipt thereof by EEZI MOVE will at all times remain with the customer, and no delivery note, receipt or other document furnished or signed at such time by or on behalf of the EEZI MOVE will constitute conclusive proof thereof. EEZI MOVE's liability to the customer for any damages sustained by the customer from any cause whatsoever including, any damages arising out of EEZI MOVE's negligence, or that of its servants, agents or sub-contractors shall in any event and under all circumstances, be limited as per the terms of this clause 8 and agreement.

- 8.24. Except as provided in this clause 8, EEZI MOVE shall in no circumstances whatsoever be liable for any loss of profit or any damage direct or indirect, consequential or any other damage otherwise sustained by the customer whether or not caused by the negligence of EEZI MOVE, its agents or employees.
- 8.25. All claims will be handled in accordance with the Complaints Procedure, a copy of which is available on request.
- 8.26. EEZI MOVE shall not be liable for payment of any damages to any third party as a result of EEZI MOVE transporting goods on behalf of the customer for any reason whatsoever and the customer indemnifies the indemnifies EEZI MOVE against any claims of whatever nature in this regard.
- 8.27. In the event of EEZI MOVE rejecting liability in respect of any claim for damage any action or suit for review must be instituted within 3 months of said disclaimer.
- 8.28. Should the customer not institute action within a three-month period, he shall not be entitled to proceed for recovery of any amounts against EEZI MOVE in respect of the specific load and shall have no claim in respect of any alleged damages under any circumstances whatsoever.
- 8.29. Insofar as any of EEZI MOVE's obligations under the agreement are carried out by any of its servants, agents, subcontractors, associates or subsidiaries, the provision of this clause 8, specifically 8.6 and 8.7 above are stipulated for their benefit as well as for EEZI MOVE and each of them shall be exempted accordingly.
- 8.30. The Customer indemnifies EEZI MOVE from and against all liability of whatsoever nature, arising directly or indirectly from bodily injury sustained whilst on the premises of EEZI MOVE through the negligence of the Customer and or third party.
- 8.31. **YOU MUST NOTE ALL DAMAGES TO ANY OF YOUR PREMISES AND OR ITEMS ON OUR DOCUMENTS AND CONFIRM IT IN WRITING WITHIN TWO BUSINESS (2) DAYS. THE TIME LIMIT IS ESSENTIAL.**
- 8.32. We will not be liable for damages to fittings, fixtures, or any other part of your premises due to difficult access.
- 8.33. EEZI MOVE strongly recommends limiting the handling of items to a pickup and delivery only. By signing this Agreement, you agree, understand and comprehend that the multiple handling of your items significantly increases the potential for damage and/or loss to your items. You indemnify EEZI MOVE, in accordance with this clause 8, against any expense, loss, claim (delictual or otherwise), harm, theft or damage as a result of the multiple handling of your items, whether such multiple handling occurred at your special instance and request or as a result of EEZI MOVE's operational requirements.
- 8.34. You agree and accept the following:
- 8.34.1. EEZI MOVE strictly entrusts its employees, affiliates, agents and/or contractors with as much power as is strictly necessary to ensure that the business operations run smoothly;
- 8.34.2. EEZI MOVE has various processes and procedures in place to avoid the abuse of any such powers entrusted on its employees, affiliates, agents and/or contractors.
- 8.34.3. Regular checks and balances are implemented and enforced by EEZI MOVE in order to ensure that all employees, affiliates, agents and/or contractors perform their work adequately, within the confines of their employment/mandate and limited to the extent that is required to ensure that business operations run smoothly.

#### 9. **ARRIVAL TIMES FOR TRANSPORT**

- 9.1. All arrival times allocated are estimate times of arrival.
- 9.2. For local moves (i.e. within the same city) estimated delivery times may vary between two to three hours before or after the estimate times allocated.
- 9.3. For longer distance moves (i.e. intercity and national moves) estimated delivery times may greatly vary, however reasonable and updated communication will be entered into with you.

#### 10. **DELIVERY**

- 10.1. **DELIVERY SHALL BE COMPLETED WHEN THE CUSTOMER'S ITEMS ARE OFF-LOADED AT THE DESTINATION.**
- 10.2. Should EEZI MOVE at the customer's request, agree to engage a carrier to transport the items or goods and services to the Customer, then:
- 10.2.1. EEZI MOVE is authorised to engage a 3<sup>rd</sup> party carrier on such terms and conditions as it deems fit; and
- 10.2.2. The Customer indemnifies EEZI MOVE against all demands and claims which may be made against it by the carrier so engaged and all liability which EEZI MOVE may incur to the carrier arising out of such the transportation; and
- 10.2.3. The customer hereby grants permission to Eezi Move insofar to use the personal information of the client in accordance with the provisions of the Protection of Personal Information Act, Act 4 of 2013, which may include, but is not limited to, providing the personal information of the client to a 3<sup>rd</sup> party for the purposes of the services requested by the client from Eezi Move.
- 10.3. The risk (as per clause 5 hereof) in the items shall pass to the Customer on delivery of the items.
- 10.4. EEZI MOVE shall not be liable under any circumstances for any complaint or claim for any alleged shortage in delivery unless written notice is received by EEZI MOVE within seven days after delivery of the Goods to the Customer as per our complaints policy.
- 10.5. The signature of the employee or agent of the Customer which appears on EEZI MOVE official delivery note or waybill or delivery note of any authorised independent carrier and or any other duly authorised person, shall constitute conclusive evidence of delivery of the items and any goods or services purchased.
- 10.6. If more than one delivery is to be made then the provisions of this clause 10 shall apply to each delivery.
- 10.7. Time of delivery shall not be of the essence.



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- 10.8. If we do not keep to an expressly agreed written time schedule, and the delay is within our control, we will pay your reasonable expenses up to a maximum amount of Four Hundred Rand - R400-00 (including vat).
- 10.9. If, through no fault of our own, we are unable to deliver your consignment, we will move the consignment into our storage facility at which time the contract will be fulfilled and any additional services, including storage and delivery, will be charged to your account.
- 10.10. Should any time restrictions (e.g. closing hours at storage facilities, office, etc.), at both the loading and offloading addresses, cause any delays to our team - an hourly waiting rate of Three Hundred and Fifty Rand R350-00 (excl. vat) per hour delayed, will be payable by you.
- 10.11. **IF DELIVERY OF THE GOODS/ITEMS ARE NOT ACCEPTED BY THE CUSTOMER, CONSIGNEE OR PARTY NOMINATED BY THE CUSTOMER AT THE TIME AND PLACE AGREED BY THE CUSTOMER, OR PARTY NOMINATED BY THE CUSTOMER, THEN EEZI MOVE MAY ACCEPT THAT THE CUSTOMER HAS ABANDONED THE GOODS.**
- 10.12. The Company may store or destroy any abandoned goods/items, or any part thereof, at the Customer's sole risk and expense. EEZI MOVE shall not be liable for any damages (direct or indirect) which the Customer may suffer as a result of such storage.
- 10.13. The Customer hereby consents to EEZI MOVE selling, (and in such event, recovering from the Customer all related costs), or destroying, all or any of, the abandoned Goods/items and recovering all sums which the Customer owes to the Company for the Services in accordance with the provisions of this agreement, specifically should you the Customer fail to timeously pay any sums which it owes to EEZI MOVE for the Services provided in respect of the abandoned Goods/items; or the Customer fails to collect or accept delivery of the abandoned Goods/items at the place designated by EEZI MOVE within 14 days from being notified to do so.
11. **CANCELLATION AND POSTPONEMENT**
- 11.1. **ALL POSTPONEMENTS AND CANCELLATIONS MUST BE CONFIRMED IN WRITING BY EMAILING YOUR CONSULTANT. PROOF OF SUCH CORRESPONDENCE MUST BE KEPT BY YOU FOR RECORD PURPOSES.**
- 11.2. If you cancel or postpone your removal and/or any services in terms of this agreement, we will charge the following fees to cover our expenses or loss:
- 11.2.1. Cancellations or postponements at least 5 business days prior to your move - no charges;
- 11.2.2. Cancellations less than 5 business days prior to your move - Cancellation fee of 50% of your removal cost and the whole total of all packing materials and applicable additional goods delivered to yourself;
- 11.2.3. Postponements less than 3 business days prior to your move - Postponement fee of 20% of your removal cost;
- 11.2.4. Your move will only be rescheduled once we have received your postponement fee, and the payment reflects in our nominated bank account;
- 11.2.5. We reserve the right to cancel your move at our discretion and refund all monies received (excluding the postponement fee).
12. **LIEN AND PLEDGE OVER ITEMS**
- 12.1. We reserve the right to withhold delivery of your items and/or ultimately dispose or sell some of, or all your items until you have paid all our charges and other payments due under this agreement. We reserve the right to commence selling your items to cover our necessary expenses after you were duly informed to collect your property, or to make alternative arrangements. **FAILING TO DO SO WITHIN A PERIOD OF 14 (FOURTEEN) CALENDAR DAYS NOTICE, YOU HEREBY UNEQUIVOCALLY RENOUNCE, ABANDON AND DISSOCIATE YOURSELF FROM ANY RIGHT, TITLE AND/OR INTEREST YOU HAVE AGAINST YOUR ITEMS, BY FAILING TO COLLECT YOUR PROPERTY, OR MAKE ALTERNATIVE ARRANGEMENTS, YOU UNCONDITIONALLY CONSENT TO US SELLING YOUR ITEMS FOR THE AMOUNT EXCEEDING, EQUAL TO OR LESS THAN OUR INCURRED EXPENSES.**
- 12.2. EEZI MOVE shall have a general lien over all items of the customer and in the event of non-payment of any due amount. The general lien shall come in existence as soon as EEZI MOVE takes possession and control of the customer's goods and items and the general lien will persist until all amounts owing to the EEZI MOVE from time to time have been paid in full, whether or not the costs relate to the goods in EEZI MOVE'S possession at the time. It is specifically agreed that all goods in EEZI MOVE'S possession shall serve as security for payment of all and any amounts that may be owing by the customer to EEZI MOVE.
- 12.3. The general lien shall further endure until such a time that all amounts have been paid and the general lien shall not lapse as a result of delivery of any goods. EEZI MOVE shall be entitled to retrieve the goods and/or items in the event of defaulting on any payment obligations to EEZI MOVE.
- 12.4. Accordingly, EEZI MOVE will have a legal right to withhold and/or ultimately dispose of some or all of the items in accordance with the terms of this agreement, to offset any amounts due by the Customer to EEZI MOVE in terms of this Agreement until all amounts owed by the Customer to EEZI MOVE have been paid in full.
- 12.5. While we hold any items and wait for payment you will be liable to pay all storage charges and other costs incurred. The terms and conditions will continue to apply during this period. You will be notified of the disposal or subsequent sale of your goods by registered mail addressed to your forwarding address, as supplied by yourself.
- 12.6. Should the Customer fail to make payment of any amounts due to EEZI MOVE within 14 (FOURTEEN) CALENDAR DAYS' notice from EEZI MOVE to the Customer, EEZI MOVE will, without further notice to the Customer, have the right to open and examine the whole or any part of the Storage Pod and/or the items in our possession and at our sole discretion, to sell the whole or any part thereof and to allocate the proceeds of such sale, after deducting all expenses thereof, in payment towards any sum due to EEZI MOVE by the Customer. **BY FAILING TO MAKE PAYMENT AS DEMANDED, YOU HEREBY UNEQUIVOCALLY RENOUNCE, ABANDON AND DISSOCIATE YOURSELF FROM ANY RIGHT, TITLE AND/OR INTEREST YOU HAVE AGAINST YOUR ITEMS, YOU UNCONDITIONALLY CONSENT TO US SELLING YOUR ITEMS FOR THE AMOUNT EQUAL TO OR LESS THAN OUR INCURRED EXPENSES.**
- 12.7. Any remaining funds owing to the Customer after such a sale as contemplated in this agreement will be paid over to the Customer by EEZI MOVE, without interest, within 60 days after such sale. Should any items remain after such a sale has been conducted, the Customer will be entitled to take delivery of such items, on condition that the full outstanding balance due and owing by the Customer to EEZI MOVE is settled prior to the Customer taking delivery of such items. EEZI MOVE will accordingly be entitled to levy storage charges for these items in accordance with the provisions of this Agreement and further be entitled to recover any such charges from the Customer in accordance with the terms of this Agreement.
- 12.8. Should the Customer fail to advise EEZI MOVE of a change in address and EEZI MOVE being unable to locate the Customer, EEZI MOVE will be released from all liability whatsoever in respect of the items stored or the payment of any sums arising from such failure.
- 12.9. The exercise by EEZI MOVE of any of the rights accorded to us by this clause will be without prejudice to any other rights they may have under this Agreement or at common law in respect of the non-payment by the Customer of EEZI MOVE's charges.
- 12.10. On giving you 14 days written notice we are entitled to require you to move your items from our custody and to pay all monies 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 which includes public auction without further notice. All costs incurred by the selling or disposal will be charged to you. The Net proceeds will be credited to your account and any surplus will be paid to you without interest. A notice will be sent by registered post to the forwarding address provided by yourself. If no forwarding address was supplied, the notice will be sent to your last known e-mail address.
- 12.11. If after reasonable efforts we are unable to contact you we will be entitled to dispose and deal with any items in our possession at our discretion without any liability.
- 12.12. As security for the proper and timeous performance by the Customer of all its obligations of whatever nature and however arising which it may now or in the future have to EEZI MOVE arising from this Agreement, the Customer hereby pledges to EEZI MOVE all rights (including rights of action) whatsoever which the Customer may have to and arising out of the Items.
- 12.13. The Customer's Items will be regarded as pledged to EEZI MOVE together with all rights, dividends, interest, rentals, income or benefits or other moneys now or hereafter to become due in respect of the Items, as continuing covering security for all sums of money which the Customer may now or at any time hereafter owe to EEZI MOVE.
- 12.14. In order to perfect the pledge of the Customer's items, the Customer must allow EEZI MOVE to collect the Items in question.
- 12.15. The Customer warrants to EEZI MOVE (and this agreement is accordingly based on this warranty) that:
- 12.15.1. The Customer is the beneficial owner and holder of the Items;
- 12.15.2. The Items are not subject to any right of retention or other limitation or encumbrance and may be pledged and delivered by the Customer without any limitation; and
- 12.15.3. no right of pre-emption or option exists or will exist in respect of the Items for so long as this agreement is in force between the parties.
- 12.16. **PARATE EXECUTIVE AND ACQUISITION OF PLEDGED PROPERTY - IF THE CUSTOMER COMMITS A BREACH OF ANY OF HIS/HER/ITS OBLIGATIONS SET OUT IN THIS DEED, OR IF EEZI MOVE BECOMES ENTITLED TO CLAIM PAYMENT FROM THE CUSTOMER IN RESPECT OF ANY OF THE OBLIGATIONS IN RELATION TO WHICH THIS PLEDGE HAS BEEN GIVEN, EEZI MOVE WILL BE ENTITLED, WITHOUT NOTICE TO THE CUSTOMER AND WITHOUT FIRST OBTAINING AN ORDER OF COURT, TO:**
- 12.16.1. Cause all or any of the pledged Items to be sold either by public auction or by private treaty, as EEZI MOVE in its sole and absolute discretion deems fit; or
- 12.16.2. Acquire all or any of the pledged Items (without prejudice to the rights of EEZI MOVE to purchase such property at any such sale by public auction) at a price equal to the fair value of the property which, in the absence of agreement, will be determined by EEZI MOVE in its sole discretion, whose decision will be final and binding on the Customer; and/or
- 12.16.3. Convey valid title in the pledged Items to any purchaser thereof (including EEZI MOVE);
- 12.17. EEZI MOVE may, in its absolute discretion, apply the net proceeds of such sale or the purchase price payable by EEZI MOVE, as the case may be, after deducting from the net proceeds or the purchase price all costs and expenses incurred in or about the realisation of the pledged Items and the exercise by EEZI MOVE of its rights, in reduction or discharge, as the case may be, of the Customer's indebtedness to EEZI MOVE. Without prejudice to such other rights as EEZI MOVE may have in law, the residue (if any) remaining after the net proceeds of such sale or purchase price have been applied as aforesaid must be paid to the order of the person legally entitled to such residue.
- 12.18. If EEZI MOVE becomes entitled for any reason to exercise its rights set out in clause 12.16, the Customer hereby irrevocably and *in rem suam* nominates, constitutes and appoints EEZI MOVE as the Customer's attorney and agent in the Customer's name, place and stead to sign and execute all such documents and to do all such things as EEZI MOVE in its sole and absolute discretion may consider necessary, requisite or desirable to give effect to this pledge. **YOU HEREBY VOLUNTARILY WAIVE YOUR RIGHT TO ACCESS TO COURT AND VOLUNTARILY AUTHORISE EEZI MOVE TO SELL YOUR ITEMS IN TERMS OF THIS CLAUSE 12.**
13. **DEFAULT**
- 13.1. Should the customer default in paying his/her/its account strictly on due date or commit a breach of any of the terms and conditions of this agreement, being an individual; die or be provisionally or finally sequestrated or surrender or make application to surrender his estate or commit any act of insolvency; or being a partnership, the partnership is terminated; or being a company or close corporation is placed under a provisional or final order for liquidation or judicial management; or has a judgement recorded against it which remains unsatisfied for seven days; or compromises or attempts to compromise generally with any of the Customer's creditors; or enters into any transaction which has the effect of changing the beneficial ownership of the Customer's business; Or if the Customer as a company or close corporation enters into any transaction which



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has the effect of a change in the effective control of the company or corporation; then, without prejudice to any other right we may have:

- 13.1.1.1. EEZI MOVE shall be entitled, but not compelled, forthwith to demand that the whole amount outstanding by the Customer from whatsoever cause arising, be paid immediately; and
- 13.1.1.2. EEZI MOVE shall furthermore be entitled to cancel any agreement which exists between it and the Customer and suspend the carrying out of any of its then uncompleted obligations, in which event the Customer shall have no claim or claims of whatsoever nature against EEZI MOVE arising out of such cancellation of the suspension by EEZI MOVE to carry out any obligations.
- 13.1.1.3. EEZI MOVE shall be entitled to charge Incidental Interest at a rate of 2.0% per month against the amount outstanding, from the date of breach until the date of full and final payment of the amount outstanding.
- 13.1.1.4. EEZI MOVE's rights in terms of the above shall not be exhaustive and shall be in addition to its common law rights.

13.2. No relaxation which EEZI MOVE may have permitted on any one occasion in regard to the carrying out of the Customer's obligations shall prejudice or be regarded as a waiver of EEZI MOVE's rights to enforce its obligations on any subsequent occasion.

13.3. Upon the cancellation of the agreement between EEZI MOVE and the Customer for any reason whatsoever:

- 13.3.1. All amounts then owed by the Customer to EEZI MOVE from any cause whatsoever shall become due and payable forthwith; and
- 13.3.2. EEZI MOVE may keep possession of all the items in its possession in terms of this agreement until all outstanding monies have been paid.

13.4. **IN THE EVENT OF YOU SIGNING THIS AGREEMENT AS AN AGENT OF A COMPANY OR CORPORATE BODY, NOT PAYING OUR CHARGES, YOU WILL BE JOINTLY AND SEVERELY LIABLE FOR PAYMENT OF THIS AGREEMENT.**

#### 14. STORAGE FEES

- 14.1. All storage payments must be made one month in advance.
- 14.2. Storage fees are not pro-rated.
- 14.3. **ALL FEES, INCLUDING REMOVAL FEES MUST BE PAID BEFORE ITEMS MAY BE TAKEN OUT OF STORAGE.**
- 14.4. Our storage fees are reviewed annually. You will be given one month's notice of any increases.
- 14.5. Proof of payment and the correct reference number must be e-mailed to our office by way of your consultant.

#### 15. TERMINATION OF STORAGE AGREEMENT

- 15.1. Should you wish to **terminate the storage contract** you should give us at least **one month written notice**. If we are able to release the items earlier, we will do so. However, charges for storage will be payable up to the date the notice would have ended.
- 15.2. Should you **collect** the items yourself, or arrange for collection with a 3<sup>rd</sup> party, **a handling charge will be levied**, and such 3<sup>rd</sup> party must be duly authorised in writing to do so on your behalf.
- 15.3. All outstanding monies must be **paid in full** before the items will be released.
- 15.4. A mutually convenient time shall be arranged for such collection, and all collections will be by appointment only.

#### 16. STORAGE IN GENERAL

- 16.1. The provisions of this agreement apply *mutatis mutandis* to storage services provided by EEZI MOVE.
- 16.2. **YOU SHALL AT ALL TIMES KEEP AND CAUSE YOUR PROPERTY AND/OR ITEMS AS CONTAINED IN THE INVENTORY AND WHICH ARE TO BE TRANSPORTED IN TERMS OF THIS AGREEMENT ADEQUATELY INSURED AGAINST ALL FORMS OF DAMAGES. WE RESERVE THE RIGHT TO REQUIRE WRITTEN CONFIRMATION OF SUCH INSURANCE.**
- 16.3. **We offer no insurance on goods in storage. Should you require insurance for goods in storage, please make arrangements with your insurance company of choice.**
- 16.4. No individual items will be removed from storage until redelivery of all items.
- 16.5. No customers/ contractors are allowed inside our storage facilities.
- 16.6. The Customer is required to complete a Storage quotation in order to make use of EEZI MOVE's storage services. **FAILURE TO COMPLETE A STORAGE QUOTATION SHALL RESULT IN A DEFAULT STORAGE FEE OF R4000.00 (EXCL. VAT) PER MONTH BEING CHARGED FOR THE USE OF EEZI MOVE'S STORAGE SERVICES. THE CUSTOMER UNCONDITIONALLY ACKNOWLEDGES THE DEFAULT STORAGE FEE OF R4000.00 (EXCL. VAT) PER MONTH AND AGREES TO PROMPTLY AND IMMEDIATELY SETTLE SAME UPON REQUEST AND EACH SUCCEEDING MONTH THEREAFTER, FOR THE DURATION THAT THE CUSTOMER DOES NOT COMPLETE A STORAGE QUOTATION AND CONTINUES TO USE EEZI MOVE'S STORAGE SERVICES AT HIS/HER/ITS SPECIAL INSTANCE AND REQUEST.**

#### 17. OWNERSHIP OF GOODS ITEMS

By entering into this agreement, you declare that:

- 17.1. You are the owner and/or has the owner's proper consent to deal with the items; and/or
- 17.2. You have the authority of the owner of the property to enter into this contract in respect of the goods to be transported or stored.

#### 18. PRODUCT AND SERVICE REVIEWS/PUBLICATIONS

**YOU ARE ENTITLED TO SUBMIT ANY REVIEWS/PUBLICATIONS AND/OR SERVICE-RELATED REVIEWS/PUBLICATIONS (INCLUDING PUBLICATIONS ON THIRD PARTY WEBSITES AND OTHER RELATED FORUMS AND PLATFORMS) ABOUT YOUR EXPERIENCE WITH EEZI MOVE, ITS SERVICES AND PRODUCTS. YOU REPRESENT AND WARRANT THAT YOU UNDERSTAND THAT YOUR PUBLICATION WILL BE EASILY ACCESSIBLE TO THE GENERAL PUBLIC.**

18.1. When you submit a review or publication, you agree that: All review(s) and publications submitted will be accurate, your review/publication is original and was created by you, you are a resident of South-Africa; and are at least eighteen (18) eighteen years of age; you are/were a *bona fide* user of our website, products and/or services of EEZI MOVE. The statements you make in your review/publication reflects a true and honest depiction of your experience and related facts, any publication will not contain any defamatory material, untrue material, inappropriate innuendos and/or statements and it further refrain from using any of our employees' names and identities, and also refrain from any harassment and bullying and further that any privileged information that may become known to you in terms of this agreement shall not be published. **SHOULD ANY OF THE AFOREGOING CONDITIONS NOT BE MET, YOU IRREVOCABLY GRANT EEZI MOVE PERMISSION TO REMOVE AND TAKE STEPS TO REMOVE SUCH PUBLICATION, AS WELL AS AUTHORITY TO ACT ON YOUR BEHALF AND STEAD IN DOING SO, WHICH INCLUDES ENGAGING AND DULY INSTRUCT ON YOUR BEHALF THIRD PARTIES TO WHOM PUBLICATION WAS MADE OR WHO ARE CO-PUBLISHERS AS CIRCUMSTANCES MAY DICTATE, TO REMOVE/RETRACT SUCH PUBLICATION. ANY WITHDRAWAL INSTRUCTION TO A THIRD PARTY SHALL BE DEEMED TO BE SPECIFICALLY AUTHORISED BY YOU.**

18.2. EEZI MOVE shall have the right, (but not the obligation), to pursue and demand any one or more of the following actions with regard to your review(s) and/or publications:

18.2.1. We reserve the right to monitor/review and remove on your behalf your service-related review/publication including reviews/publications submitted to third parties, should there in our reasonable discretion and opinion be any inaccuracies, false and /or misleading allegations and/or statements contained in the publication;

18.2.2. EEZI MOVE may take steps to remove and restrict such publication which you irrevocably give EEZI MOVE permission to do;

18.2.3. EEZI MOVE hereby refuses permission to make public the identity of any employee, agent or person employed with EEZI MOVE;

18.2.4. By submitting a review and/or publication to/about EEZI MOVE which includes to any third-party, you grant the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout EEZI MOVE's marketing channels in any media; your identity will be protected in terms of our privacy policy; such permission includes the right to delete and withdraw any publication whether such publication is made to any third party or not on your behalf.

18.2.5. **WE RETAIN A FULL REASONABLE DISCRETION TO REMOVE ANY PUBLICATION ON YOUR BEHALF AND YOU EXPRESSLY AUTHORISE US TO DO SO, IF YOU HAVE NOT COMMUNICATED AND ENGAGED (IN INSTANCES OF A COMPLAINT) WITH OUR CUSTOMER CARE DEPARTMENT, AND SUCH PUBLICATION IS UNTRUE, INJURIOUS, TO EEZI MOVE, ITS EMPLOYEES AND OR AGENTS, GROSSLY MISREPRESENTS THE FACTS, CONTAINS DEFAMATORY STATEMENTS AND/OR INNUENDOS (WHICH INCLUDES ELECTRONIC AND INTERNET BASED PUBLICATIONS).**

#### 19. CESSION OF DEBTORS

19.1. The Customer does hereby irrevocably and *in rem suam* cede, pledge, assign transfer and make over unto and in favour of EEZI MOVE all its rights, title, interest, claim and demand in and to all claims of whatsoever nature and description and however arising which the Customer may now or at any time hereafter have against all and any person, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever ("debtor's debtors") without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Customer to EEZI MOVE from whatsoever cause arising and for the due performance of every other obligation howsoever arising which the Customer may be or become bound to perform in favour of EEZI MOVE.

19.2. The Customer hereby undertakes that if and whenever EEZI MOVE will so require, the Customer will not later than the 7th day of every month, deliver to EEZI MOVE a schedule supplied by a director, or if not a company, supplied by the Customer of all amounts which will have been owing to the Customer by its debtors on the last day of the preceding month reflecting thereon the amounts so owing by each debtor and the name and last known address of such debtor.

19.3. Whether or not the Customer's debtors will have been notified of the cession of all sums of money which the Customer will collect from its debtors or any of them shall be collected and received by the Customer as agents on EEZI MOVE'S behalf provided that EEZI MOVE shall be entitled at any time to terminate the Customer's mandate to collect all or any such sums of money and that with effect from the termination of such mandate, the Customer will cease to collect or receive any payments on account of the debts in respect of which the Customer's mandate has been terminated.

19.4. The Customer agrees that EEZI MOVE shall be entitled at any time or times hereafter to give notice of this cession to all or any of the Customer's debtors and to take such steps as they may deem fit to recover the amounts respectively owing by the Customer's debtors to the Customer from time to time and for the time being provided that EEZI MOVE shall be obliged to refund any amounts to the Customer that are in excess of the amount to which the Customer will at that stage be indebted to EEZI MOVE.

19.5. The Customer warrants that EEZI MOVE will at all times while the cession will remain in force be entitled through its duly authorised representatives to inspect all or any of the Customer's records relating to any of the debts covered by this cession.

19.6. Should it transpire that the Customer entered into prior deeds of cession or otherwise disposed of any of the rights, title and interest in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all the Customer's reversionary rights.



CUSTOMER SIGNATURE: \_\_\_\_\_

20. **CESSION**

20.1. You shall not transfer (whether it be by cession, assignment, encumbering or delegating) any of your rights or obligations in terms of this Agreement to any third party without the prior written consent of EEZI MOVE

21. **DOMICILIUM CITANDI ET EXECUTANDI**

21.1. The Parties choose their *domicilium citandi et executandi* ("Domicilium") for all purposes relating to this Agreement, including the giving of any notice, the payment of any sum and the serving of any process, as follows:

21.1.1. Our chosen *domicilium citandi et executandi* address is 17 Boschkop Road, Pretoria 0041. All legal notices and processes must contain your quote number and must be forwarded to this address;

21.1.2. The customer's *domicilium citandi et executandi* for all purposes relating to this Agreement, including the giving of any notice, the payment of any sum and the serving of any process, shall be the email and/or delivery address as contained and reflected on the Quote and/or the *domicilium* address provided below. In the event that the delivery address is a storage facility, the customer's *domicilium citandi et executandi* shall be the collection address, unless expressly indicated otherwise. The customer agrees to accept all notices contemplated in this Agreement electronically per the email address provided by the Customer and captured on the quotation. Such notices will be deemed to have been received by the Customer at the date and time such notice was electronically dispatched by EEZI MOVE.

21.2. Any administrative notice or request required or permitted to be given in connection with this Agreement to you shall be sent by e-mail or by express delivery service at the addresses as specified on the quotation and in this agreement.

21.3. Any Party shall be entitled from time to time, by giving written notice to the other, to vary its physical *Domicilium* to any other physical address (not being a post office box or poste restante) within the RSA and to vary its facsimile *Domicilium* to any other facsimile number, email address and/or contact number.

21.4. Any notice given by any Party to another ("Addressee") which is delivered by hand between the hours of 09:00 and 16:00 on any Business Day to the Addressee's physical *Domicilium* for the time being shall be deemed to have been received by the Addressee at the time of delivery.

21.5. Any notice given by any Party to another which must be physically delivered to the addressee's *Domicilium* (unless an undertaking for any other mode of delivery is agreed to including email, facsimile etc.) shall be deemed (unless the contrary is proved by the addressee) to have been received by the Addressee on the Business Day immediately succeeding the date of successful delivery thereof.

21.6. Any administrative notice sent by any Party to the chosen email address of the addressee shall be deemed, failing any administrator or mail server errors, to have been received by the addressee on the Business Day immediately following the date of sending, unless the Addressee proves that the email was not delivered to its email system or that the email was incapable of being retrieved, read or otherwise processed by the Addressee's system.

21.7. Any notice in terms of or in connection with this Agreement shall be valid and effective only if in writing and if received or deemed to be received by the Addressee per terms of this agreement.

22. **GOVERNING LAW**

22.1. This agreement shall in all respects be governed by the Laws of South Africa.

23. **NON-VARIATION**

23.1. No variation, alteration or consensual cancellation of any of these terms and conditions shall be of any force or effect, unless in writing and signed by the parties hereto. Changes to this contract / quotation can only be done by a written agreement between yourself and us. For changes to be valid it needs to be signed by one of our directors or senior management.

23.2. No waiver or abandonment by EEZI MOVE of any of its rights in terms of the application of these terms and conditions shall be binding on it unless such waiver or abandonment is in writing and signed by it.

23.3. No authority is vested in any employee other than (senior management) to vary this agreement.

24. **MISCELLANEOUS CONDITIONS**

24.1. In the interest of providing customer service excellence, and the protection of consumer rights, EEZI MOVE conducts its business in accordance with a Code of Practice which incorporates a procedure for customer complaint resolution. Details of such Code of Practice and procedure may be obtained from EEZI MOVE's customer care department. Nothing in this Agreement is intended to prevent you from exercising any rights you may have under the Consumer Protection Act, 2008.

24.2. If the customer believes that the problem is not being adequately attended to; please contact our Contact Centre on 087 5500 888 (available during office hours) and request to speak to customer services (or an authorised delegated representative) to facilitate the escalation.

24.3. The escalation will be investigated, and feedback will be provided to the customer within a reasonable turnaround time in accordance with our complaints policy and handling procedure.

24.4. This provision shall hold for all queries where internal competencies abound for resolution. Where the resolution of a query is dependent on the input of a third party such turnaround time may be affected.

24.5. If the customer is not satisfied with the resolution; the customer has the right to request Customer Care to further escalate the matter for further investigation in accordance with EEZI MOVE'S Complaints Procedure. A Service Request Reference number will be communicated to the customer and will be used in all further correspondence with the customer.

24.6. The parties hereby agree and consent to the jurisdiction of the Magistrates Court for any action arising out of this agreement, notwithstanding that the claim or the value of the matter in dispute may exceed the jurisdiction of the

Magistrates Court, notwithstanding the foregoing nothing in this agreement shall impede the institution of action in the High Court.

24.7. Should EEZI MOVE need to enforce any rights in terms of this Agreement against the Customer in a Court of law, in such instance the Customer agrees to pay legal costs on the scale as between attorney and client.

24.8. The Customer has read the terms and conditions contained in this Agreement and understands and accepts them in every respect.

24.9. If any of the terms and conditions in this Agreement are found to be invalid, then that will not invalidate the remainder of this Agreement.

24.10. No statements, recommendations or assistance by EEZI MOVE may be construed as a waiver of EEZI MOVE's rights in terms of this Agreement.

25. **SERVICE DELIVERY, COMPLAINTS AND DISPUTE RESOLUTIONS**

25.1. Any problems related to service delivery during your move or rendering of or handling of items should be reported immediately, as this will enable us to take immediate and appropriate action.

25.2. **THE CUSTOMER AND EEZI MOVE HEREBY AGREE THAT ALL COMPLAINTS AND/OR DISPUTES EXPERIENCED BY THE CUSTOMER WILL BE REPORTED TO EEZI MOVE WITHIN 2 DAYS FROM THE COMPLETION OF THE MOVE. THE CUSTOMER FURTHER UNDERTAKES TO PROVIDE EEZI MOVE WITH THE OPPORTUNITY TO RESOLVE THE REPORTED COMPLAINED/DISPUTE INTERNALLY AND TO ALLOW EEZI MOVE THE OPPORTUNITY TO UTILIZE ALL MEASURES NEEDED TO RESOLVE THE MATTER WITHIN 30 DAYS. THE CUSTOMER FURTHER UNDERTAKES TO NOT PUBLICIZE ANY INCIDENT ON ANY SOCIAL MEDIA, WEBPAGE OR INTERNET OR OTHER PLATFORM BEFORE EEZI MOVE HAS EXPRESSLY PROVIDED THE CLIENT WITH FEEDBACK THAT THE MATTER COULD NOT BE RESOLVED INTERNALLY.**

25.3. **IF ANY DAMAGES/LOSS IS ALLEGED AND REPORTED BY THE CLIENT, EEZI MOVE RETAINS THE RIGHT REQUEST THE CLIENT TO ADDUCE EVIDENCE FOR SAME.**

25.4. Should any other service delivery related issues arise after completion of the move, written notice should be sent to our customer care department at [customercare@eezi.co.za](mailto:customercare@eezi.co.za) or via registered mail to us within two (2) days after the delivery of goods to PostNet Suite 667, Private Bag X37, Lynnwood Ridge, 0040.

26. **PROTECTION OF PERSONAL INFORMATION**

26.1. The parties acknowledge that for the purposes of this agreement that the parties may come into contact with, or have access to PI and other information that may be classified, or deemed as private or confidential and for which the other party is responsible. Such PI may also be deemed or considered as private and confidential as it relates to any third party who may be directly or indirectly associated with this agreement. Further, it is acknowledged and agreed by the parties that they have the necessary consent to share or disclose the PI and that the information may have value.

26.2. The parties agree that they will at all times comply with POPIA's Regulations and Codes of Conduct and that it shall only collect, use and process PI it comes into contact with pursuant to this Agreement in a lawful manner, and only to the extent required to execute the services; to provide the goods; to perform their respective obligations in terms of this agreement; for purposes of collection/recovery of outstanding amounts due to EEZI MOVE; and for any other matters relating to any such legal, financial and or business interests of EEZI MOVE.

26.3. **YOU EXPRESSLY AND UNCONDITIONALLY CONSENT TO THE FOLLOWING:**

26.3.1. For EEZI MOVE to make use of your personal information in as far as it relates to and is required by this Agreement;

26.3.2. For EEZI MOVE to share your personal information with any institution / third party that is privy to the Agreement or any other matter ancillary thereto, which includes (but is not limited to) the enforcement of this Agreement;

26.3.3. You have read through and familiarised yourself with the eight processing conditions that has been prescribed by the POPIA.

27. **COUNTERPARTS & ELECTRONIC MEANS**

27.1. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

27.2. Delivery of the original counterpart shall not affect the validity and enforceability of any counterpart or the Agreement as a whole.

27.3. This Agreement may also be entered into by electronic means by accepting the terms thereof electronically and shall in no way affect affect the validity and enforceability of this Agreement.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ THE TERMS AND CONDITIONS AS WELL AS THE CLAUSES TO WHICH MY SPECIAL ATTENTION WAS DRAWN (INDICATED IN BOLD FONT LIKE THIS CLAUSE) AND UNDERSTAND AND AGREE TO IT IN FULL.**

\*Customer Name and Surname: \_\_\_\_\_

\*Customer ID Number: \_\_\_\_\_

\*Customer e-mail address: \_\_\_\_\_

\*Customer Cell phone Number: \_\_\_\_\_

\*Customer chosen *Domicilium*: \_\_\_\_\_

\*Customer Signature: \_\_\_\_\_

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

\*Compulsory

