



# *Brytons Removals of South Africa*

## **Agreement On Limitation of Liability**

### **The Legal Stuff...**

1. I, the customer, hereby acknowledge that:

1.1 The corporation, Brytons Removals of South Africa CC, its successors in title and assigns, is neither a short-term insurer, nor a financial services provider nor an authorised representative of a financial services provider;

1.2 It is my sole responsibility to ensure that all goods entrusted by me to the corporation are properly insured, and that the corporation is unable to provide me with any assistance or advice in this regard;

1.3 The corporation's standard liability for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, howsoever arising, is limited in terms of its standard terms and conditions of removal: in particular, by clause 8 thereof;

1.4 The corporation offers extended liability for the physical loss of or damage to goods (only), subject to me selecting such extended liability and paying the applicable extended liability fee of the corporation.

2. I accordingly:

2.1 Accept that the corporation's liability shall be limited as referred to in its standard terms and conditions of removal and, in particular, by clause 8 thereof, by selecting this option ("standard liability option") below\*:

OR

2.2 Agree to pay the corporation's applicable extended liability fee, in exchange for the corporation agreeing to increase the limitation on its liability, for the purpose of clause 8 of its standard terms and conditions of removal, in respect of the physical loss of or damage to goods (only), to an amount not exceeding R 4 500 000.00 per incident or occurrence, subject to the additional terms and conditions, and exclusions, referred to hereunder, by selecting one of these options ("extended liability option") below\*:

### **STORAGE EXTENSION @ 0.325% PER MONTH**

3. Where I have selected extended liability option 1, the corporation will accept liability - subject to the additional terms and conditions, and exclusions, referred to hereunder - for the physical loss of or damage to, individual items of goods, provided that the corporation has packed and wrapped the items in question.

3.1. Where I have selected extended liability option 2, the corporation will only accept liability subject to the additional terms and conditions, and exclusions, referred to hereunder - for the physical loss of the entire consignment of goods (only).

4. In the event that I elect to accept an extended liability option then the following terms and conditions shall apply:-

4.1 It is recorded that the corporation has taken out a legal liability policy (or policies) which insures its legal liability to the owner of the goods entrusted to the corporation, for the physical loss of, or damage to such goods, whilst in the custody of, or under the control of, the corporation.

4.2 I acknowledge having received a copy of such policy (or policies) from the corporation (save and except for details pertaining the premium(s) payable by the corporation in respect of such policy, or policies, which the corporation is not obliged to disclose), which is also available on request, and having familiarised myself with the contents thereof.

4.3 Notwithstanding that I may have selected the extended liability option, and notwithstanding that which is recorded in 2.2, the corporation will not be liable for any claim, loss or damage that is excluded by the terms of the policy (or policies) referred to in 4.1, or which relates to:

4.3.1 Goods which are not household goods or personal effects;

4.3.2 Goods imported or exported to or from Rwanda, Burundi, Angola, The Democratic Republic of the Congo, or any country upon which sanctions or similar such restrictions have been placed by the United Nations, United Kingdom, or United States of America;

4.3.3. Goods that are not owned by me;

4.3.4 Goods which are going into storage either with Brytons in South Africa or the destination agent overseas. If you want to store, please discuss with the office, as monthly storage and storage liability extension cover will need to be raised at an additional cost;

4.3.5 Goods which have not been professionally packed;

4.3.6 Carpets, rugs, paintings or silverware to the value of more than R 25 000.00 per item, unless supported by a valuation certificate.

4.4 Notwithstanding that I may have selected the extended liability option, and notwithstanding that which is recorded in 2.2, the corporation's liability will cease should I not:-

4.4.1 Pay to the corporation its extended liability fee in accordance with the payment terms agreed to by the corporation in writing;

4.4.2 Provide the corporation with an itemised inventory of the goods, in which the value of such goods is declared, prior to such goods passing into the custody of, or under the control of, the corporation.

4.5 The corporation shall be entitled to deduct from any amount that may be payable by it to me in terms of this agreement, the amount of any excess as may be payable by it in terms of the policy (or policies) in question.

4.6 Any liability which the corporation may otherwise have had will extinguish for all purposes should I not comply with the further provisions that appear hereunder or co-operate fully with the corporation and do all such acts as are necessary to enable the corporation to claim against its policy (or policies).

IMPORTANT CONDITIONS/GUIDE TO OUR EXTENDED LIABILITY (IF SELECTED)

### Completing the Itemised Inventory:

To spread the risk of our insurers, we need to cover the whole consignment and everything in the consignment must be individually listed (described and valued). We will not accept liability for items that are not listed on the inventory. Make sure to value the goods at their reasonable new replacement cost at destination. Our liability is capped on the amount that you declare. The attached inventory is reasonably comprehensive and there is space to add additional items. If, however, you feel that it would be easier to make your own list, you are welcome to do so. Simply sign the attached inventory, write "see attached list" across it, and attach your list. When listing your goods, make sure that each item has a new replacement value and a quantity: for example, 10 sheets @ R100.00 each = R 1 000.00. The more information you give, the easier it will be for us to process a claim should there be one. Once your inventory is complete. Go through the house room by room to check that you have listed everything that you want us to be liable for. If an item does not appear in the inventory, we will not accept liability for that item.

### General Conditions:

1. It is a requirement that we do the packing and wrapping of the goods prior to departure. We accept no liability for owner-packed goods. You are entitled to receive a carbon copy of the packing list on the day of packing.
2. We only accept liability for goods in transit, and our liability does not extend to the storage of the goods either at origin or at destination. Should you wish us to accept liability for a period of storage then this is subject to the conclusion of a separate agreement to this effect, in writing.
3. It is a requirement - should you have selected extended liability option 1 - that you provide us with an itemised valued inventory of the goods. Should you have selected extended liability option 2, no detailed inventory is required but you must still declare the total value of the goods.
4. You must value your goods at their full replacement value at your destination. Do not under value your goods. If you have under-valued the new replacement value of your goods at destination and there is a loss, our insurers may apply what is known as "average". This means, for example, that if an item was to be under-valued by 50%, only 50% of any repair cost would be paid.
5. If you have high value items that cost more than other similar items in your consignment, you should itemise them separately. For example: If you have five hand bags, of which four are ordinary and worth R 1000.00 each but one is special and worth R 5000.00, you should itemise them as: 4 x hand bags - R 4000.00; and 1 x Louis Vuitton hand bag - R 5 000.00. If they are not valued separately, the total value will be divided by the quantity to calculate the replacement value. For example: If you valued the five bags at R 1 000.00 it would be calculated as:  $R\ 1\ 000.00 / 5 = R\ 200.00$ .
6. Our liability is limited to the value declared in the inventory or the new replacement value/reasonable cost of repair of the item in question, whichever is the lesser amount.
7. In the event of damage, we / our insurers have the option to repair an item rather than to replace it and reserve the right to select the basis of indemnifying you for the loss or damage. Items will always be repaired rather than replaced unless it is not possible, as in the case of glass, for example, or unless it is more economical to replace the item. If an item is replaced, we / our insurers have the right to claim salvage of the damaged item.
8. We do not accept liability for any pre-existing damage, wear and tear, dents, scratches or scuff marks. These may be identified, where possible, and listed on your inventory or packing list during the

packing phase of your move, and we may ask you to sign in acknowledgement thereof. Irrespective of whether we do so or not, we will incur no liability in respect thereof.

9. Specifically excluded items: We do not accept liability for the loss of, or damage to, jewellery and valuables such as cameras, cash, bonds, stamps, watches, furs, gems, iPods, iPads, cellular phones, MP3 Players etc. and all other items of this nature. Valuables of this nature should be taken with you on the plane. Due to the specialised nature of photographic cameras, equipment and lenses, we do not accept liability for such goods. We can supply you with a security box for valuable items that are too bulky to carry. This is referred to below.

10. Additional specialised liability that we may accept, and you may apply for, subject to our concluding an agreement with you to this effect in writing:

10.1 Electrical, electronic or mechanical derangement: Liability only accepted if there is visible impact damage to an item and this results in the internal mechanics or electronics not working. It is not possible for us to know the working condition of an electrical/electronic/mechanical item at time of packing and therefore we cannot accept liability for its working condition (it is marked as MCU - mechanical condition unknown on the packing inventory) and therefore only if there is visible impact damage will we accept liability for this type of item not working.

10.2 Moving Costs: Subject to our concluding an agreement with you to this effect in writing, we may agree to accept liability to reimburse you for your moving costs, in the event of the total loss of your consignment.

11. Motor Vehicles: We do not accept liability for any electrical, engine or mechanical damage of any kind, unless it occurs during transit. We will complete a "condition report" when receiving the vehicle. This will be done in your presence. It will list the general condition, mileage and any defects like dents or scratches before we accept the vehicle. You will be required to sign that you agree and you will receive a copy of the condition document. The same procedure will apply in reverse when collecting the vehicle at the destination, using the same document. Our liability will cease once you sign for collection so you must make sure that your own normal vehicle insurance is in place before taking delivery at the destination. Vehicles should be transported as "empty" of fuel as possible for safety reasons. It will be your responsibility to make provision for the battery to be disconnected for shipping rules (note that most modern cars have on-board computers). Make sure that it is safe to disconnect the battery and that any information has been backed up.

12. Security trunk: Our sales team will provide you with a security trunk for your move. The object of this is for our clients to have the peace of mind that their valuable or private items are secure and that nobody can have access to the trunk without their permission. Items placed in the security trunk must still be listed and specified for customs and for liability purposes. They must not be prohibited or dangerous goods. Most clients use the trunks for their perfume, high value electronic goods, CD Players, DVD Players and gaming console collections, etcetera. Each security trunk is issued with four security seals that must not be opened once fitted. Your supervisor will list the items and serial numbers when loading the trunk. Obviously, it is only a security trunk if you are present and in control of the sealing. If you are packing over more than one day, seal the box each evening and get new seals in the morning. Your final seal numbers will be listed on your signed inventory. Once sealed, the trunk will be wrapped and loaded or alternatively, if loading at the warehouse, it will be placed in our safe room until the load departs. If you would like more than one security trunk just ask your sales consultant to include another in your move. NB: THIS RECEPTACLE WILL HOUSE HIGH VALUE ITEMS.

MAKE SURE THAT YOU ARE PRESENT DURING THE PACKING AND SEALING OF THE TRUNK. WE DO NOT ACCEPT ANY LIABILITY IF THE SEALS ARE INTACT ON DELIVERY.

13. NB: Unpacking at destination:

13.1 Planning phase: Part of your quotation includes an unpack at destination and the removal of the debris on the day of unpack. Remember that getting rid of the empty boxes, paper and cardboard is not as simple as it is in SA; It is an expensive exercise overseas. When the destination agent contacts you to arrange your delivery, make sure that they are planning to do a full unpack. The agent will only unpack and remove the debris on the delivery day so anything they do not do, will become your problem and your expense. It obviously saves the agent time and money if they do not do an unpack so make sure that you insist on it.

13.2 Delivery Phase: It is imperative that everything be unpacked (both furniture and boxes) so that you can note any issues or damages on the delivery documents, at the time of delivery. You have paid for a full unpack, please insist on it. Part of the conditions of liability are that any discrepancies or damages must be listed on the inventory at the time of unpacking. A failure to adhere to these instructions may lead to us repudiating your claim. Should you experience any issues with the agent not wanting to unpack, please phone us immediately. We can only help if we know about it there and then. Should there be a claim and it is listed correctly and witnessed by the destination agent, it makes the whole process that much quicker and easier.

14. Damage: Should there be any damage discovered during the delivery phase, the agent will bring it to your attention and list it on the inventory. The more information and pictures we receive, the easier and quicker it becomes to get the claim resolved. Make a note of the number on the box. Our liability insurers insist on a professional unpack so signing off on your load as received in good order, even if unchecked, will be a death knell for any claim. If you do not have the time or space to do a full unpack, make sure that you carefully examine each package for any signs of damage or rough handling. If there is, obviously open and check it. You can always close and seal it again for storage. If you only discover damage a few weeks after delivery, our insurers will not cover us and we will not accept liability.

15. In the event of a claim: If you do notice any damage during the unpacking stage, please make sure that it is listed on the inventory. Try and take lots of pictures and get the number of the item. These steps will greatly assist in speeding up the processing of your claim. Contact our office by email and submit your claim in writing to either [info@brytons.co.za](mailto:info@brytons.co.za) or [brytons@brytons.co.za](mailto:brytons@brytons.co.za). We will contact you and run you through the claim's procedure step by step.

***\*I have read, understood, agreed and have signed the attached Agreement on Limitation of Liability\****

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Client Signature

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dd/mm/yyyy