



*'Choisissez votre endroit pour déménager nous nous occupons du reste'*

## **Local Removal Contract Agreement**

### **CONTRACT CONDITIONS UPON WHICH PROPERTY IS REMOVED, PACKED, WAREHOUSED OR HANDLED BY SERVICE DE DEMENAGEMENT INTERNATIONAL.**

This contract contains the rights, obligations and responsibilities of the customer and those of Demanager pas Cher. Use of the word "you" or "your" refers to the customer, and use of the words "we", "us" or "our/s" means Demanager pas Cher. These conditions and/or our quotation can only be changed, amended or deleted by agreement between you and a director of ours and any such agreement must be recorded in writing by a director of ours.

Liability for loss or damaged is limited. Please pay special attention to Clause 10. For this reason we have offered removal and storage insurance in our quotation. Insurance is a separate contract between you and the insurers and the insurance conditions are separate from our Contract Conditions.

#### **1. OUR QUOTATION**

Our quotation is provided on the clear understanding that this is subject to the availability of manpower equipment on the day/s nominated by you for any work to be undertaken by us. Our quotation does not include insurance, customs duties, cargo dues and any other fees paid to the government departments or incurred due to legal requirements. We may change the quotation and in all these circumstances you agree to pay the extra charges if:-

- (a) You do not accept it within 28 (twenty eight) days.
- (b) You have caused any delay or postponement in our handling of the work.
- (c) Our costs increase because of change of the official rate of exchange between the Mauritian rupee, the currency of the Republic of Mauritius and any other applicable foreign currency, taxation or freight charges and charges raised by an agent in a foreign country.
- (d) Extra items to which these conditions apply are packed, removed and/ or stored.
- (e) We have to collect or deliver above a second floor unless we have agreed to do so in writing.
- (f) We supply additional services at your request.
- (g) There are delays beyond of our control.
- (h) The stairs, lifts or doorways are inadequate for delivery; or the condition of roads and access or approach are unsuitable for our vehicles; UNLESS you informed us in writing of these problems before we prepared the quotation.
- (i) Packing, uplifting and/or delivery is/are done, at your specific request, on a Saturday, Sunday or Public holiday.

#### **2. ROUTE, MODE OF TRANSPORT, PACKING AND WAREHOUSING**

- (a) We have absolute discretion in choosing the appropriate the route for delivery.
- (b) We have the right to store in any one of our warehouses or the warehouse of an agent.
- (c) Unless it has been otherwise specifically agreed by us in writing, we have the full right to choose the mode of packing and transport.
- (d) Unless it has been specifically agreed in writing on our quotation, other space/volume/capacity on our vehicles and/or in shipping containers may be utilized for consignments of others customers.
- (e) We have the full right to unload and reload your consignment from and into a vehicle and/or shipping container.

#### **3. WORK NOT INCLUDED IN THE QUOTATION.**

Unless agreed in writing, we will not:-

- (a) With the exception of normal beds which can be easily dismantled using normal tools, dismantle or assemble any furniture, fittings or fittings or take down curtaining.
- (b) Disconnect or reconnect appliances, fittings or equipment.
- (c) Remove or lay fitted floor coverings.
- (d) Move or store any items excluded under Clause 6.

If any of the above-mentioned kind of work is performed by our staff on site at your request without our written agreement we will not be liable for any loss or damage.



## *'Choisissez votre endroit pour déménager nous nous occupons du reste'*

### **4. YOUR RESPONSIBILITY**

It will be your sole responsibility to:-

- (a) Ensure that only items that need to be removed are taken away nor that any such items are left behind.
- (b) Obtain at your own expense all documents necessary for the move to be completed.
- (c) Arrange for security of the consignment at the origin and destination points by being present yourself or by having someone represent you.
- (d) Adequately prepare and stabilize appliances and equipment prior to their removal.
- (e) Arrange and pay for any necessary parking facilities.
- (f) Lock away any valuables such as money, jewellery, handbags etc. for the duration of the move.
- (g) Inspect or arrange to have inspected by an authorised person items delivered to us by a third party for inclusion with your consignment.

We will not be liable for any loss or damage or additional charges that may arise from any of these matters.

### **5. OWNERSHIP OF THE GOODS.**

By entering into this contract you warrant that:-

- (a) The entire consignment to be removed is your own property; or
- (b) You have the authority of the owner of the property to enter into this contract in respect of the items to be moved or stored.

You will indemnify us in respect of any damage and/or costs against us if these warranties are not true.

You shall exonerate and indemnify us from and against:

(I) Any and all claims made against us based upon or arising out of, or in any way related to the operation or the conduct of our business under this Agreement, any negligent act, misfeasance or non-feasance by you or any of your agents, contractors or employees under this Agreement.

(II) All fees (including legal fees,), costs and other expenses; reasonably incurred by us or on our behalf in the investigation of or defense of any claim that may be brought against us pursuant to the operation of the present agreement.

### **6. WHAT IS EXCLUDED**

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

- (a) Jewellery, watches, ipads, mobile phones, electronic equipment, trinkets, precious stones, money, deeds, securities, stamps, coins, or items or collections of a similar kind.
- (b) Potentially dangerous, damaging or explosive items.
- (c) Items likely to encourage vermin or others pests or to cause infestation.
- (d) Liquids in partly used form and refrigerated or frozen food or drink.
- (e) Any animals and their cages or tanks including pets, birds or fish.
- (f) Pot plants, plants and flowers of any description and dried flower arrangements.
- (g) Items of an abnormal nature (e.g. Items which are too large or too heavy) which cannot be manhandled and/or carried out of or into a premises due to inadequate staircases, passages and/or doorways.

We are entitled to dispose of (without notice) any items listed under 6(b), 6(c) and 6(d).

### **7. KEYS**

Keys must be retained by you. Under no circumstances will we be liable for the loss of keys.

### **8. CANCELLATION OR POSTPONEMENT**

If you cancel or postpone any work to be done by us, we will charge a cancellation fee to cover our expenses and/or loss of revenue

### **9. PAYMENT OF OUR CHARGES**

- (a) Charges are payable by you in cash or by a bank guaranteed cheque.
- (b) Charges are payable for:-
  - Direct removals : prior to commencement of the move
  - Storage : on the first day of each calendar month
  - Delivery from store : prior to delivery
  - International Moves : prior to commencement of the packing and/or uplifting
  - Any other services : before or upon rendering such service.
- (c) For any amount remaining unpaid after due date, we will be entitled to raise interest payable by you at 4% above the prime bank rate as applicable in Mauritius without the need of any judicial process.



## *'Choisissez votre endroit pour déménager nous nous occupons du reste'*

- (d) We shall have a general lien upon any consignment in our possession covering all amounts due and/or expenses or liabilities incurred.
- (e) In the event of us being obliged to instruct our attorneys to recover any amount due by you or any portion thereof, you will be liable for all legal charges incurred by us including commission, tracing fees and any other documents.

### **10. OUR LIABILITY FOR LOSS OR DAMAGE**

If we are solely and directly liable for losing, damaging or failing to deliver your goods, our liability will be limited to a maximum payment in proportion to Mur 100 per cubic metre of the volume of the item lost or damaged even if it forms part of a pair or set. We may decide to pay for the repair or replacement of the item. We shall not be liable for loss or damage resulting from:-

- (a) Fire, burglary or floods while goods are in store.
- (b) Moth, vermin or similar infestation; cleaning, repairing or restoring (unless we did the work); war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, military coup, wear and tear, rust, leakage or evaporation and atmospheric or climate changes.
- (c) Death, injury, sickness or disease, howsoever caused, and arising from the removal or warehousing of any food, perishable items, frozen food or drink. Frozen goods are only moved at your risk.
- (d) Discolouration howsoever caused.
- (e) Consequential loss of any kind except as stated in 11 below.
- (f) Items which are brittle or have an inherent defect, the mechanism in clockwork, electronic or motor-driven goods (unless there are outward and visible signs of impact damage), sensitive equipment or furniture that is dismantled and/or reassembled and any item which is not suitable for transportation.
- (g) Packing done by you.
- (h) Items left inside cupboards or other furniture.
- (i) Deterioration of foods or plants.
- (j) Difficult access to or from the origin or destination premises.
- (k) Items received by or from a third party.
- (l) Items left in a deep freeze or refrigerator.
- (m) Keys left in items of furniture.
- (n) Items delivered to or received from an auctioneer, auction room or auction mart or items delivered to or received from a communal storage or other such area.

### **11. DELAYS IN TRANSIT**

If we do not keep to an agreed written time schedule and the delay is within our reasonable control we will pay your reasonable expenses up to a maximum of Mur500.00. If through no fault of ours we are unable to deliver your consignment, we will move the consignment into store at your cost until such time that delivery of your consignment is possible and any additional service(s), including storage and delivery, will be at your cost.

### **12. DAMAGE TO PREMISES**

If any damage is caused to your premises through our sole fault and/or negligence, you must record same in details immediately on our worksheet and confirm same in writing to us by registered mail within 7 (seven) days. The time limit is essential and our liability for damage to premises is limited to Rs5000 (five thousand MRU). We may in our absolute discretion make appropriate arrangements to have any damage repaired ourselves.

### **13. TIME LIMITS FOR CLAIMS**

No liability for any loss or damage to your consignment and/or items moved will be accepted by us unless:-

- (a) For items which you and/or your agent collect from us, claims notification is given to us in writing at the time of collection.
- (b) For any other circumstances, written claims notification is received by us within 7 (seven) days of delivery of your consignment at its destination.

In both cases, time limits are essential to the contract.

### **14. OUR RIGHT TO HOLD GOODS**

We have legal right to withhold or ultimately dispose of some or all of the goods so as to mitigate our loss(es) until you have paid all our charges and other payments due under this contract. These include any charges that we have paid out on your behalf. While we hold the goods and wait for payment, you will be liable to pay all storage charges and other costs incurred and these items and conditions will continue to apply.

### **15. OUR RIGHT TO SELL THE GOODS WITHOUT ANY NOTICE TO YOU OR ANYONE ELSE**



## *'Choisissez votre endroit pour déménager nous nous occupons du reste'*

On giving you 28 (twenty eight) days' notice, sent by registered mail to your forwarding address (refer clause 20), we are entitled to require to move your goods from our custody and to pay all money due to us. If you fail to pay all outstanding costs due to us, we are entitled to sell or dispose of some or all of the goods without further notice as may be appropriate so as to enable us to recover all sums due to us and mitigate any loss we may have incurred by reason of your failure to all sums due to us under this agreement. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest.

### **16. DISPUTES**

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

### **17. CLAIMS AGAINST US BY THIRD PARTIES (PEOPLE OTHER THAN YOU AND US)**

You will have to pay any charges, expenses, damages or penalties claimed against us in respect of the services provided by us for you and in respect of your consignment by a third party. These include parking charges that we may have to pay to do the work, unless we have agreed otherwise in writing.

### **18. OUR RIGHT TO SUB-CONTRACT THE WORK**

- (a) We may sub-contract some or all of the work to any other organisation.
- (b) If we sub-contract, this contract will still apply to you and us. You will agree to the terms set forth in the Bills of Lading, Consignment Notes and any such documentation issued by other carriers or organisations involved in the removal and nominated by us, and these conditions form part of this contract. If no such terms and conditions are in existence then our liability will be as set out in condition number 10.

### **19. WHERE THE LAW APPLIES**

This contract is subject to the laws of the Republic of Mauritius country in which this contract was drawn up.

### **20. YOUR FORWARDING ADDRESS**

You must provide a forwarding address and notify us in writing if it changes. All correspondence and notices will be considered to have been received by you 5 (five) working days after posting to the last forwarding address supplied by you to us.

### **21. LIST OF GOODS OR RECEIPT (INVENTORY)**

If a list of items packed, moved, shipped, handled and/or stored by us or receipt for them is provided by us, it will be final unless you write to us within 7 (seven) days and specify any changes. You may not make a claim for any item not on the list or receipt.

### **22. PAYMENT OF STORAGE CHARGES**

All charges including removal charges must be paid before release by us of any item from store.

### **23. REVISION OF STORAGE CHARGES**

We review our storage charges periodically. You will be given 28 (twenty eight) days' notice of any increases.

### **24. STORAGE CONTRACT**

- (a) The minimum charge for any period of storage will be for one calendar month.
- (b) Storage is charged on a calendar month basis and, if a consignment is released before the 15<sup>th</sup> (fifteenth) day of any calendar month, we may, at our absolute discretion, charge only half of the full charge due to us for that particular calendar month.
- (c) If you wish to end this contract, you should provide, in writing, at least 15 (fifteen) working days' notice. If we are in a position to release the consignment earlier we will do so. Charges for storage are payable until the date when the notice would have ended or until the consignment is released from store, whichever is the later date.
- (d) Unless stated to the contrary on our quotation, charges for storage, warehouse handling and into or ex store delivery are excluded from the price for removal.
- (e) If storage is required or involved, extra charges may be raised for delivery into or ex store.
- (f) If you make your own arrangements to deliver or collect the consignment, we will raise a charge for handling into or out of store to cover the work done by us.
- (g) All charges due to us must be paid in full before the consignment or any part of the consignment may be released from our store.

### **25. IF WE WISH TO END THE STORAGE CONTRACT**

We may terminate this agreement by giving at least fifteen (15) days notice to you. However, all the terms of this agreement pertaining to charges and sum(s) due by you under this agreement shall supersede the aforesaid termination.



*'Choisissez votre endroit pour déménager nous nous occupons du reste'*

**26. HANDLING OUT CHARGES**

If you choose any party other than us to collect your consignment from our warehouse, the same notice period and payment terms apply as set out in condition 24 and we are entitled to make a charge for handling the consignment over to them. Our liability will cease upon handling over the consignment.

**27. INSURANCE**

You are strongly advised to insure your consignment against all insurable risks during packing, moving, shipping and storage for their full replacement value at destination. We may refer you to our insurance company .we shall in no way whatsoever be responsible or liable on behalf the insurance company referred by us. Any such insurance referred by us shall the subject matter of a separate contract between you and the insurance company.

.....  
Date of Read & Approved

.....  
Customer Name &Signature