

HEREAFTER REFERRED TO AS "THE CARRIER"

STANDARD TRADING CONDITIONS AND TERMS OF CARRIAGE

(as amended January 2009)

1. All charges are levied according to mass or volume per consignment (whichever is the greater) and not by value of the article/s carried unless agreed to the contrary, in writing, by the Carrier.
  2. The Carrier shall have the right to refuse to accept a consignment or consignments, if such consignment/s is/are in the opinion of the Carrier, of a fragile nature, unpacked, insufficiently packed, high risk in nature or do not comply with the quantities as regulated by the Dangerous Goods Digest of SA, or any other regulated goods, declared or undeclared, but should it decide to:
    - a) Accept such consignment/s, these consignment/s are carried at owner's / customer's / sender's / receiver's risk and the Carrier accepts no liability for loss or damage to such property or any consequential loss or damage arising therefrom.
    - b) Accept the consignment/s at a time when the customer is not available to agree to package or re-package the consignment/s, whether for reward or not, these consignment/s are carried at owner's / customer's / sender's / receiver's risk and the Carrier accepts no liability for loss or damage to such property or any consequential loss or damage arising therefrom.
  3. New goods are insured against All Risks of physical loss or damage to the subject matter, subject to the terms, conditions and exclusions (see clause no. 6).
  4. Second hand goods are only insured against the risk of fire, collision of the conveying vehicle, overturning of the conveying vehicle, theft following an insured peril, and hijacking.
  5. All goods are insured against Fire, Collision, Overturning, Theft Following and Hijack.
  6. **Exclusions:** Cash, stamps, deeds, traveller's cheques, bullion, specie, jewellery, precious stones, documents and film absolutely, household removals, cigarettes, tinned fish, cobalt, livestock and game, unless otherwise agreed to in writing by the Carrier prior to transportation.  
**Specific Exclusions:**
    - a) Loss or damage caused by insufficiency or unsuitability of packing, covering or securing of the subject matter insured on the conveying vehicle.
  15. **All claims against SSV must be notified in writing to info@ssv.co.za / 0866699898 as soon as reasonably practicable and in any event within 48hours of receipt in the case of damages (including partial loss of a shipment). in the case of any delay, all documents must be sent within 7 days of goods being placed at the disposal of the person entitled to delivery. in the case of shipment missing, documents must be send within 7 days of goods being consigned with SSV for Carriage**
- b) Loss or damage caused by delay, even though the delay be caused by a risk insured against.
  - c) Loss or damage whilst the subject matter insured is in the care of any subcontractor or person other than the Carrier, unless otherwise agreed prior to transportation.
  7. The client is cautioned to avoid tendering to the Carrier parcels containing exceptionally fragile or valuable goods, and should he do so, is obliged to so pack and label these goods as to minimize the additional risks to which such items may be exposed.
  8. Whilst the Carrier undertakes to use all reasonable endeavours to effect delivery of any goods at its receiving terminus, depot or any address at the time advertised or promised by the Carrier, the Carrier does not guarantee that such goods will in fact be delivered at such advertised times and without prejudice to the foregoing limitations on the Carrier's liability, the Carrier disclaims any and all liability for any consequence arising from the late delivery of such goods.
  9. Where payment for carriage, or any other service rendered by the Carrier, is made by cheque or any other means and such payment is not honoured on presentation, or the cheque returned "refer to drawer" through no fault of the Carrier, the drawer/payer agrees to compensate the Carrier, on demand, for all and any additional charges incurred by the Carrier in recovering such payment.
  10. The Carrier reserves the right to hold any goods belonging to the client in lieu of monies due to them and to sell these goods and apply the proceeds towards the client's indebtedness. The Carrier shall give 14 days written notice by registered post to the client of such sales.
  11. In the event of the Carrier instructing its attorneys monies from the consignor, the consignor shall be liable for and shall pay all legal costs incurred by the Carrier on an attorney client scale, inclusive of collection commission.
  12. Where goods dispatched for the account of the receiver, are not accepted on such basis, the charges will revert to the account of the sender. Similarly, should the receiver decline to accept the Carrier's Standard Trading Conditions and Terms of Carriage, the acceptance thereof will revert to the sender.
  13. C.O.D. means cash or cheque or both on delivery, unless written notification to the contrary is received prior to dispatch.
  14. The client does not hold the Carrier responsible for any consequences arising from the client's failure to observe the terms of this clause.

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