

Terms and Conditions

2309

1. All quotes are valid for 14 days and are merely estimates of the final amount payable to OPEN ROAD CARRIERS which amount can only be determined and finalised upon issuing by the Company of its final invoice. All quotations / estimates shall be subject to the terms and conditions printed thereon.
2. OPEN ROAD CARRIERS reserves the right to sub-contract/outsource to other car carrier companies.
3. Vehicles will be transported on an open car carrier, unless otherwise stated.
4. Payments are strictly in advance. A minimum deposit of 50% must be paid soonest after the quote was issued to ensure the vehicle is booked for the quoted departure date. Booking are subject to availability at time of payment. Failure to do so will result in a first come first serve basis and the collection/delivery date will not be guaranteed. The balance of quote must be paid at least 48h prior to departure, failing which the vehicle will not be transported.
5. All payments are to be made in full, without deduction or set off and by means of electronic funds transfer into the account nominated on the quote. Proof of payment must be emailed to info@openroadcarriers.co.za. Payment shall only be deemed to have been received once it reflects in the said nominated account.
6. Due to the limitations of suburban roads which include, but not limited to, narrow streets, sharp bends, steep hills, cul-de-sac's, townhouse complexes and low trees, Door-to-Door services are not always possible. OPEN ROAD CARRIERS will arrange to meet at the nearest access point for collection/delivery.
7. Collection/delivery dates and times are estimated times only. Due to conditions beyond our control including but not limited to, traffic flow, road closures, adverse weather conditions, impassable or dangerous roads or bridges, mechanical breakdowns, the carrier will be entitled to delay the departure date/time and/or deviate from the planned route.
8. Drivers are not authorised to enter airports, high risk or restricted areas.
9. All cancellations will carry a 10% administration fee on the quoted amount.
10. Cancellations must be done in writing at least 48 hours prior to the agreed collection date. Failure to do so will result in a 100% cancellation fee.
11. The onus is upon the owner to supply full delivery details to OPEN ROAD CARRIERS in terms of its administration requirements. OPEN ROAD CARRIERS will not be responsible for any loss or damage in respect of incorrect delivery of the vehicle due to incomplete or incorrect delivery details being supplied. In the absence of gross negligence, OPEN ROAD CARRIERS will not be liable for any loss or damage incurred as a result of the owner, or his duly authorised nominee, not being present to receive the vehicle.
12. To avoid additional charges due to delays, re-routing, etc, all changes in customer, vehicle and address information must be communicated to OPEN ROAD CARRIERS at least 72 hours prior to the agreed collection date.
13. OPEN ROAD CARRIERS will not be liable for any incidental costs incurred by the customer due to late collection and or delivery dates and times.
14. Fuel levels should preferably be kept to a minimum to save weight.
15. Vehicles classified as a "Runner" (running condition vehicle) must be able to start and drive without external assistance.
16. NON-RUNNER Vehicles:
 - a. A "Non-Runner" vehicle may include accident damage, but must be able to roll on its own wheels. A vehicle with a flat battery is also a "non-runner".
 - b. Additional costs apply for non-runner vehicles. OPEN ROAD CARRIERS must be informed prior to collection, otherwise vehicles will not be loaded, resulting in further costs.
 - c. Non-Runner vehicles with an automatic gearbox, and or flat battery, must be in provided and left in NEUTRAL for the duration of the relocation.
 - d. Non-Runner vehicles with flat tyres will not be loaded. The responsibility is upon the owner to ensure the vehicle is provided with fully inflated tyres.
 - e. The onus is upon the customer to present the non-running vehicle to the carrier. OPEN ROAD CARRIERS' drivers and staff can not fetch non-running vehicles in basements, car parks, etc and push it to the carrier.



17. Keys must always accompany the vehicles.
18. All additionally fitted accessories to the vehicle, including but not limited to bullbars, tow bars, canopies and roof racks must be disclosed to OPEN ROAD CARRIERS at least 48 hours prior to the agreed collection date.
19. OPEN ROAD CARRIERS' car carrier trailers are designed to load standard vehicles. Although extra care is taken with every vehicle loaded, no responsibility will be taken for any aftermarket accessories fitted to the vehicle, including but not limited to low front and rear bumpers, body kits, front and rear spoilers, low bumpers, scoops, wheel arches, and lowered suspensions.
20. In the event of any dispute arising out of this agreement or the terms hereof, or the interpretation of the agreement, the laws of the Republic of South Africa shall apply.
21. These trading terms and conditions constitute the terms of the agreement between OPEN ROAD CARRIERS and the client and no amendment or addition thereto and/or, variation thereof and/or deviation thereof shall be of any force and/or effect unless reduced to writing and signed by the director of OPEN ROAD CARRIERS or Open Road Ventures.
22. Olifantsfontein and Cape Town Depots:
 - a. All deliveries of vehicles to OPEN ROAD CARRIERS' depots will be strictly by prior arrangement.
 - b. Vehicles must be delivered before 9:00 on quoted transport date to ensure same day transportation. Failure to do so will result in 100% cancellation fee roll-over to the next available load.
 - c. A daily storage fee of R150.00 excluding VAT will apply for vehicles not collected within 24h after the agreed date. (excluding weekends)



Liability Cover and Exclusions

1. All quotes include cover up to R250 000.00 per vehicle by Goods in Transit (GIT) insurance.
2. GIT Cover includes Fire, Collision, Overturning, Hijack and Theft following
3. GIT Cover excludes damage to Windscreen, glass, hail, scratches, stone chip, mechanical and electrical fault claims.
4. An excess of 10% / minimum R5 000.00 (five thousand Rand) per vehicle per GIT claim is payable by the client per vehicle whilst in transit following loss/damage of any nature as described below.
5. An excess of 15% / minimum R25 000.00 (twenty-five thousand Rand) per vehicle per Theft / Hijack claim is payable by the client per vehicle whilst in transit following loss/damage of any nature as described below.
6. OPEN ROAD CARRIERS shall not be liable for any damage to the vehicle, which includes, but not limited to weather elements, stone chips and dents from passing vehicles and cracked windscreens, side and rear windows, whilst in transit. Any damage to a vehicle must be claimed from customer's own comprehensive insurance.
7. Onus is on the client to obtain cover for vehicles to be transported, and whose value exceeds R250 000.
8. Loose items are left in vehicles at own risk (max 20kg) and are not covered by insurance. (Not advisable)
9. OPEN ROAD CARRIERS will not be held liable for loss of any loose items/luggage/goods left in the vehicle.
10. OPEN ROAD CARRIERS will not be held liable for any damage to lower than standard front bumpers or vehicles with lowered suspensions.
11. Any existing damage including, but not limited to, dents, scratches and chips must be recorded prior to the vehicle being loaded onto the carrier and recorded on the vehicle inspection checklist and signed for by the client or designated representative.
12. The client must inform OPEN ROAD CARRIERS of any damage within 12 hours after delivery has taken place, and record it on the vehicle inspection checklist. OPEN ROAD CARRIERS will not be held responsible for any further damage to a vehicle after the inspection checklist has been signed off at delivery, especially in the case where a third party was involved.
13. OPEN ROAD CARRIERS or its Liability Cover Provider reserve the right to decline on liability Cover for Antique / Exotic / Vintage type of vehicles which decision will be at the sole discretion of the Liability Cover Provider. They will be carried at own risk. Vehicles 45 years and older is not covered and vehicles must be covered by the client's own comprehensive insurance.
14. OPEN ROAD CARRIERS will not accept liability for mechanical failures and electrical defects that may arise or encounter whilst driven under own power on to or off the car transporter. The onus rests upon the client to ensure sufficient fluid levels are in the vehicle being transported.
15. The client must ensure that the vehicle is in a clean condition before collection of the vehicle and ensure that the vehicle is fit for transportation. Any defects that is on the vehicle has to be pointed out to the Carrier or its representative before handing the vehicle over to the Carrier.
16. The client undertakes that no claim shall be made against any director, servant or employee of OPEN ROAD CARRIERS which imposes or attempts to impose upon him any liability in connection with rendering of any services which are the subject of these trading terms and conditions and hereby waives all and any such claims.
17. OPEN ROAD CARRIERS shall not be liable for any claim of whatsoever nature (whether in contract or in delict) not covered by the aforementioned GIT Cover and/or in respect of which the GIT Cover claim was repudiated and whether for damages or otherwise, howsoever arising unless such claim arises from a grossly negligent act or grossly negligent omission on the part of OPEN ROAD CARRIERS or its servants; and if such claim arises at a time when the vehicle in question are in the actual custody of the OPEN ROAD CARRIERS and under its actual control. Notwithstanding anything to the contrary contained in these trading terms and conditions, the OPEN ROAD CARRIERS will not be liable for any indirect and consequential loss arising from any act or omission or statement by the OPEN ROAD CARRIERS, its agents, servants or nominees, whether negligent or otherwise.
18. In those cases where OPEN ROAD CARRIERS is liable to the client in terms of clause 15, in no such case whatsoever shall OPEN ROAD CARRIERS's liability, howsoever arising, exceed double the amount of the fees raised by OPEN ROAD CARRIERS for its services in connection with the goods, but excluding any amounts payable to sub-contractors, agents and third parties.