



Terms and Conditions

2026-03-30

1. Order Placement and Planning

- 1.1. All quotes are valid for 7 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.
- 1.2. Orders will only be confirmed on receipt of a signed Quote, as well as Proof-of-Payment, or a valid Purchase Order (account holders only).
- 1.3. We do not accept cash. Payment to be made by EFT, or credit/debit card payments at the JHB, DBN and CT depots.
- 1.4. 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.
- 1.5. OPEN ROAD CARRIERS reserves the right to use subcontractors at its own discretion to fulfil any order.

2. Schedules

- 2.1. 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.
- 2.2. Final collection and delivery times can only be committed on the day of collection / delivery respectively.
- 2.3. Any committed date on a long-distance collection/delivery is subject to 2-3 working days contingency for unscheduled delays. OPEN ROAD CARRIERS will not be liable for any incidental or consequential costs incurred by the customer directly or indirectly because of such delays.

3. Collection / Delivery Addresses

- 3.1. 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.
- 3.2. Collections/deliveries by auto carrier will therefore be at the nearest convenient location where the carrier can park for loading/off-loading.
- 3.3. Drivers are not authorised to enter airports, high risk or restricted areas.

- 3.4. For vehicles collected from our depots, the appointed person must be identified and his/her ID provided in advance. The appointed person will be required to present a valid and corresponding ID before the vehicle will be released.
- 3.5. The onus is upon the owner to supply full and correct collection and 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 details being supplied.
- 3.6. 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.

4. Vehicle Condition

- 4.1. 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.
- 4.2. 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.
- 4.3. Vehicles are transported on open carriers, unless otherwise stated, and may thus be exposed to current weather conditions. OPEN ROAD CARRIERS will not be liable for cleaning costs of any vehicle that got dirty whilst in transit.
- 4.4. Please ensure that at least one complete set of keys is given to the driver to accompany the vehicle during transit.
- 4.5. Vehicles may not be covered during transit, and the steering wheel, driver seat and controls must be fully accessible to drive the vehicle on/off a carrier.
- 4.6. Vehicles listed as RUNNERS must be in a 100% roadworthy and serviceable condition: battery charged, licensed, tyres inflated and filled with at least a 1/4 tank fuel - i.e. capable of being driven to/from our nearest depot or carrier.
- 4.7. Vehicles listed as NON-RUNNERS must be:
 - 4.7.1. on all 4 wheels,
 - 4.7.2. rolling and steering freely
 - 4.7.3. accessible by an auto carrier (horse & trailer) for loading,
 - 4.7.4. provided and left in NEUTRAL (automatic gearbox), for the duration of the relocation.
- 4.8. Caravans/trailers towed on-wheels shall be 100% roadworthy: i.e. licensed, wheel bearings and brakes serviced, tyres < 5 years old. If cleared for on-wheels towing by the customer, OPEN ROAD CARRIERS will not be liable for any damages, or consequential recovery costs, resulting from bearing or tyre failures during such on-wheels transit.
- 4.9. Unless declared prior to quoting, OPEN ROAD CARRIERS reserves the right to not load a vehicle if it is deemed unsafe due to fluid leakage/spillage, or parts/panels not properly secured. 100% Cancellation fees may apply.



- 4.10. The customer is responsible for the integrity of his vehicle. Damages to other vehicles resulting from fluid spillages or parts dislodged from their vehicles during transit, may be claimed from the customer.
- 4.11. Fuel levels should preferably be kept to a minimum to save weight.
- 4.12. All additionally fitted accessories to the vehicle (Non-OEM and/or Standard), including but not limited to bullbars, tow bars, canopies and roof racks, wind deflectors, sun shields, bonnet shields, stone guards, wheel arches, body kits, low bumpers, etc, must be disclosed to OPEN ROAD CARRIERS prior to the agreed collection date.

5. Personal and Loose Items

- 5.1. NO personal items or registration documents (eNATIS / logbooks), other vehicle's own tools & books, may be left in a vehicle during transit. If personal items are found during loading, OPEN ROAD CARRIERS reserves the right to either remove such personal items, or decline to load a vehicle, with up to 100% cancellation fees applied.
- 5.2. On non-running vehicles, loose spares (engines/gearboxes/body panels) must either be packed inside the vehicles by the customer and transported at his/her own risk or must be sent separately by courier.
- 5.3. NO racing fuel or any other hazardous substances may be transported - whether in the fuel tank of a vehicle or in loose cannisters.
- 5.4. OPEN ROAD CARRIERS will not be held liable for loss of any loose items/luggage/goods left in the vehicle.

6. GIT Insurance Cover and Exclusions

- 6.1. Maximum GIT cover offered on any individual vehicle is R3.5m for dealerships, or R1.0m for any other customers - subject to terms & conditions below.
- 6.2. GIT insurance covers damages/losses resulting from transit-related incidents, including fire, hijacking, theft, collision, overturning and flooding.
- 6.3. For private vehicles, GIT cover only applies if the vehicle is comprehensively insured by its owner.
- 6.4. Cover explicitly excluded from GIT insurance: stone chips on body/windscreen, small scratches (not visible on pictures taken by regular cell phone or similar camera), or damages resulting from hail or lightning.
- 6.5. Pre-existing damages, as well as damages to, or because of the failure of, aftermarket (i.e. non-standard) components and fittings (e.g. wind deflectors, sun shields, bonnet shields, stone guards, wheel arches, body kits, low bumpers, front and rear spoilers, scoops, and lowered suspensions etc.), are not covered by our GIT insurance.
- 6.6. Vehicles excluded from GIT cover: any vehicles older than 10 years, racing- / non-running- / accident damaged- / non-standard- / built-up vehicles, as well as boats carried on trailers.



- 6.7. For damages resulting from negligence by OPEN ROAD CARRIERS staff, an in-house investigation will be conducted. We reserve the right to inspect the vehicle and to choose where the vehicle is sent for repair.
- 6.8. OPEN ROAD CARRIERS shall not be liable for any mechanical or electrical failures detected after transportation that are unrelated to the mode of transport, or the method of securing the vehicle during transport.
- 6.9. OPEN ROAD CARRIERS shall not be liable for any damages directly or indirectly resulting from forklift or winch handling when loading or off-loading accident damaged vehicles.
- 6.10. The customer shall inspect the vehicle for any damages, both at collection and at delivery, and sign off the inspection report on presentation. Any damages observed must be noted on the inspection sheet and reported to our call centre within 24 hours after receiving the vehicle.
- 6.11. In the event of a GIT claim, excess is payable by customer: Basic excess: 10% of claim, minimum R15,000 | Theft & hijack excess: 20% of claim, minimum R20,000.
- 6.12. OPEN ROAD CARRIERS does not offer courtesy transport whilst a vehicle is being repaired under a GIT damage claim.
- 6.13. 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.
- 6.14. 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.
- 6.15. In those cases where OPEN ROAD CARRIERS is liable to the client in terms of clause 6.14, 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.

7. Additional Fees

- 7.1. Storage may be charged on vehicles left at our depot by customers prior to the agreed loading date, vehicles left at our depot by customers awaiting collection, and vehicles left at our depot awaiting transfer to the harbour for export purposes.



- 7.2. First 3 workdays of storage will be free of charge. Thereafter a daily rate of R175 incl VAT will apply.
- 7.3. OPEN ROAD CARRIERS will confirm availability of the customer and readiness of the vehicle prior to dispatching a truck/driver for collection/delivery. Should the customer cancel, after a truck/driver has been dispatched, or the customer or vehicle is not available as per agreed arrangement when the truck/driver arrives at the address, such call-out shall be deemed as a cancellation, for which a failed call-out fee may be charged, subject to specific abortive conditions at the time.
- 7.4. Standing time because of customers delaying pre-arranged collection/delivery may be charged at R500 incl. VAT per 1/2-hour.
- 7.5. Cancellations must be done in writing by the signatory of this booking form. Cancellation fees may apply as follows:
 - 7.5.1. Cancellation less than 12 hours prior to collection of a vehicle – 75% of total price quoted will be forfeited.
 - 7.5.2. Cancellation 12 to 24 hours prior to collection of a vehicle – 50% of total price quoted will be forfeited.
 - 7.5.3. A minimum handling fee of R500 shall be charged on any cancellation.

8. General:

- 8.1. The Company will not be liable for any accidental personal E-Tag transactions, and should be referred to SANRAL.
- 8.2. 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.
- 8.3. 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.