


JUST JUNK!

think EARTH 

Terms and Conditions

These Standard Terms and Conditions ("Standard Terms"), together with the applicable Work Order, constitute the SERVICE AGREEMENT ("Agreement") by and between JUST JUNK CAPE TOWN (PTY) LTD ("Company") and "Customer", whose name, and address(es) are set forth on using the Company Services

1. **JUNK REMOVAL SERVICES.** Company agrees to collect and remove from Customer's home, office or other designated location ("Premises"), the items ("Customer Materials") set forth in the request/Work order (hereinafter the "Services").
2. **PROHIBITED MATERIALS.** Customer Materials shall not include any personal property which would result in the violation of any law or regulation of any governmental authority, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters ("Prohibited Materials"). For purposes of this Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local or national law or regulation.
3. **OWNERSHIP AND TRANSFER OF TITLE TO CUSTOMER MATERIALS; DISPOSAL OF CUSTOMER MATERIALS.** Customer Represents and Warrants that Customer owns all legal right, title and interest in and to the Customer Materials or has secured the right to transfer to Company all legal right, title and interest in and to the Customer Materials. All legal right, title and interest in and to the Customer Materials shall pass to Company upon Customer's signature on the Work Order/Quotation sheet affirming that all work has been completed to Customer's satisfaction. Thereafter, Company may dispose of Customer Materials in its sole and absolute discretion.
4. **RIGHT TO ENTER, ACCESS.** Customer represents and warrants that Customer (i) has an ownership interest in the Premises upon which the Company shall enter to retrieve the Customer Materials and/or that Customer is an authorized agent of the owner(s) of such Premises; and (ii) has the right and authority to permit Company's unrestricted entrance upon the Premises. Customer authorizes Company to (i) drive on Customer's lawn or other non-paved area to retrieve the Customer Materials from the area(s) designated by Customer, or (ii) drive on a paved surface. In either case, Customer assumes full risk for all damage resulting from Company's entrance onto the area(s) designated by Customer and relieves Company from any responsibility for such damage. Additionally, Customer acknowledges that Company recommends against driving on Customer's lawn or non-paved, and certain paved, areas. Any retrievals of Customer Materials requiring Company to access Customer Materials by way of non-paved areas or should retrieval of the Customer Materials require extraordinary efforts shall permit Company, at its option, to assess Customer a reasonable service charge, which Customer agrees to pay.
5. **CANCELLATION.** If a Work Order is not scheduled for completion on the same day as Company provides a quotation for Services, Customer may cancel Customer's Work Order without penalty or charge, provided Customer provides written notice to Company at info@just-junk.co.za not later than 10:00 a.m. on the day prior to the pick-up date set forth in the Work Order. Cancellation notices received by the Company after 10:00 a.m. local time on the day prior to the pick-up date set forth in the Work Order, shall incur a Cancellation Fee of R350.00, which Customer agrees to pay.
6. **EXEMPTION FROM LIABILITY.**
 - a. Company and Company's agents will have no liability for claims or losses resulting from Customer's failure to comply with these Terms and Conditions, including but not limited to Customer's inclusion of Prohibited Materials among the Customer Materials.
 - b. Except in the case of Company's gross negligence or willful misconduct, Company and Company's agents will have no liability for any damage to, or loss of any of Customer's property while Company is engaged in removing the Customer Materials, from any cause whatsoever
 - c. Except in the case of Company's gross negligence or willful misconduct, Company and Company's agents shall not be liable to Customer for injury or death suffered by any person including Customer's guests or invitees, occurring in or about Customer's Premises, even if such injury or death is caused by the acts or omissions or negligence of Company, or Company's agents or employees.
 - d. Any Company liability resulting from instances of negligence of Company, or Company's agents or employees, shall be limited to the amount of the actual damage incurred.
7. **DEFAULT; REMEDIES.** In the event that Customer shall fail to pay any amounts due Company under this Agreement or shall fail to comply with any term, provision or covenant contained herein (an "Event of Default"), Company shall have the right at its election, then or at any time thereafter while such Event of Default continues, to pursue any remedy provided for under applicable laws under this Agreement. ALL EXPENSES INCURRED BY COMPANY CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY CUSTOMER WILL BE ASSESSED TO THE CUSTOMER (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER EXPENSES). Company's remedies are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Company.
8. **RELEASE OF CUSTOMER INFORMATION.** Customer hereby authorizes Company to release any information regarding Customer and the Customer Materials as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including but not limited to officials from local and national code enforcement agencies.
9. **INDEMNIFICATION.** Customer will indemnify, hold harmless, and defend Company, its agents and employees, from all claims, demands, actions, or causes of action whatsoever that are hereafter brought or made by others arising out of, or connected in any way with Company's removal of the Customer Materials, other than claims based upon the gross negligence or willful misconduct of Company, its agents or employees. This indemnity obligation specially extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency in connection with any Customer Materials.
10. **GENERAL**
 - a. **GOVERNING LAW/JURISDICTION.** This Agreement shall be governed and construed in accordance with the laws of South Africa. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under South African law, but, if any provision of this Agreement shall be invalid or prohibited under Provincial law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement. Any claims by Customer arising under the Agreement must be brought in a court of competent jurisdiction located in the geographic area in which Company has its original place of business at the time of commencement of litigation proceedings. Customer waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Customer or Company from bringing an action to enforce any judgment or judicial order in any other jurisdiction.
 - b. **NON-WAIVER.** Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement will not be construed as a waiver of any subsequent breach or affect the effectiveness of the Agreement, nor prejudice either party with regard to any subsequent action.
 - c. **FORCE MAJEURE.** Company shall not be held liable for any delay, interruption, or failure to perform any of its obligations under the Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labour or material, strikes, lock-outs or other labour difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.
 - d. **SUCCESSION.** All of the provisions of the Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.
 - e. **ENTIRE AGREEMENT.** The Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understanding with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth in the Agreement, and no representative of Company or Company's agents are authorized to make any representations, warranties or agreements other than as expressly set forth herein.