

Terms e Conditions – Transportation Services

1. INTERPRETATION AND DEFINITIONS

1.1 Definitions:

Agreement: The contract between the Client and Moovax for the provision of Services in accordance with these Terms, the Order, and any Appendices.

Business Day: A day other than a weekend or public holiday in the relevant country where the Services are being provided.

Charges: The charges payable by the Client for the provision of the Services under the relevant Order, in accordance with clause 8.

Client Materials: All information, systems, concepts, brands, logos, illustrations, materials, and documents provided by the Client to Moovax.

Data Protection Laws: Any applicable data protection or privacy law or regulation, including the General Data Protection Regulation (EU) 2016/679, the UK Data Protection Act 2018, and any laws that implement, replace, or supersede any of these laws or regulations.

Force Majeure: Any circumstances beyond the reasonable control of a party, including, but not limited to, strikes, labour disputes, acts of nature, fires, floods, utility failures, wars, revolutions, acts of terrorism.

Services: The services, including any Deliverables, to be provided by Moovax to the Client as set out in the Specification.

Order: The formal request made by the Client for the acquisition of Services provided by Moovax.

Personal Data: Any information relating to an identified or identifiable natural person.

Data Processing: Any operation performed on Personal Data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.2 Interpretation:

A reference to a statute or statutory provision includes any amendments or re-enactments and any subordinate legislation.

The term "including" or similar expressions are illustrative and do not limit the sense of the preceding words.

"Written" or "in writing" includes email.

"Party" means each party to the Agreement, including their successors or assignees.

The headings in this Agreement are included for convenience only and shall not affect the interpretation of these Terms.

Business Day: A business day is any day that is not a Saturday, Sunday, or public holiday in the country where the Services are being provided or the country of origin of the deployed workers.

2. BASIS OF THE AGREEMENT

2.1 The Client's Order constitutes an offer to purchase Services in accordance with these Terms.

2.2 The Agreement shall come into effect when Moovax confirms the acceptance of the Order in writing, by sending a confirmation with the subject: "Transportation Service Confirmation."

2.3 Any descriptive or promotional material issued by Moovax does not form part of the Agreement.

2.4 These Terms apply to the Agreement to the exclusion of any other terms the Client seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

3. PROVISION OF SERVICES

3.1 Moovax may refuse to provide Services in territories or countries where it decides, at its sole discretion, that it does not wish to operate.

3.2 The Client may request additional Services or extra locations. If both parties agree, new Orders will be issued, or existing Orders modified.

3.3 When providing the Services, Moovax shall:

(a) Perform the Services with reasonable care and skill;

(b) Comply with all applicable laws, statutes, regulations, and codes.

3.4 Moovax shall not be liable for any delay or failure in performance caused by events beyond its reasonable control (Force Majeure).

4. CLIENT OBLIGATIONS

4.1 The Client shall:

- (a) Co-operate with Moovax in all matters relating to the Services;
- (b) Provide access to data, facilities, or locations as necessary;
- (c) Ensure that the Client's Materials are accurate and true;
- (d) Provide adequate insurance or protection coverage for goods sent for removal and/or storage, as our liability is limited;
- (e) Provide Moovax with correct and up-to-date contact details during the removal and/or storage of the goods;
- (f) Be present or represented during the entire packing and removal process;
- (g) Ensure adequate access is available for all relevant locations to perform the services;
- (h) Check that nothing intended for moving is left behind and that nothing is taken by mistake;
- (i) Ensure the goods are protected where they are left in unsupervised locations or where individuals not involved in the removal are present;
- (j) Properly empty, defrost, and clean fridges and freezers;
- (k) Ensure all domestic and garden appliances, including washing machines, dishwashers, hoses, and petrol lawnmowers, are clean, dry, and free of any remaining fluid;
- (l) Pay for any parking fees or suspension of parking meters incurred by Moovax while performing the work;
- (m) When Moovax provides inventories, receipts, consignment notes, worksheets, or other relevant documents, ensure that these are signed by the Client or their authorized representative as confirmation of the collection or delivery of goods;
- (n) Properly prepare and stabilize all domestic appliances or electronic equipment prior to their removal;
- (o) Allow Moovax to inspect the contents of any box, package, or item offered for removal;

(p) Obtain, at their expense, all necessary permits, work authorizations, and other documents required for our services to be completed.

4.2 The Client declares that they have been properly informed and clarified regarding these terms, which they accept without reservation.

5. CHARGES AND PAYMENT

5.1 Payment by the Client must be made at the end of each service, via debit card, MB Way, bank transfer, cash, or credit card, with proof of payment presented to the Moovax representative responsible for the service.

5.2 Moovax reserves the right to charge an additional fee for transporting goods where the individual item exceeds 100 kilograms (e.g., combined fridge-freezer, piano, safe, pool table).

5.3 Moovax reserves the right to charge an additional fee for any additional staff or vehicles deemed necessary to complete the services requested by the Client.

5.4

Moovax reserves the right to charge an additional fee for any unplanned journeys required to complete the service.

5.5

Moovax reserves the right to charge an additional fee for services that continue after 6:00 PM.

5.6

Moovax reserves the right to charge an additional fee for goods transported that were not initially requested by the Client.

5.7

Moves in apartments or houses where goods must be transported via stairs incur an additional 25% charge.

5.8

Services that extend beyond 6:00 PM incur an additional charge of 25% for the first hour and 37.5% for each subsequent hour, calculated per full hour or fraction thereof.

5.9

Services carried out on Saturdays that extend beyond 12:00 PM incur a 50% surcharge for subsequent hours.

5.10

The travel cost is charged from and to our warehouse located at Travessa Monte de S. Gens 144, 4460-820 Custóias.

5.11

The Client may not withhold any part of the agreed price due to any claim they may have against us. If our invoices have not been paid within the agreed payment terms, we reserve the right to charge interest at 11.5% – the supplementary interest rate for late payments related to credits held by commercial entities, individuals, or companies, under §3 of Article 102 of the Commercial Code. Additionally, in the case of unpaid invoices, a penalty of €150 will be applied, plus applicable late payment interest as mentioned above.

5.12

The minimum charge for any service includes the first two hours of work by the selected team, at the current rate, plus the minimum travel fee at the current rate.

5.13

The payment deadline for individuals is immediate. For companies, the maximum payment deadline is 60 days, unless otherwise agreed.

6.1 Moovax reserves the right to refuse service to any person, individual or entity, for any reason and at any time.

6.2 The Client is prohibited from travelling in the Moovax vehicle.

6.3 The following are prohibited from being transported:

Animals, explosives, toxic, flammable, or dangerous materials, money, coins, jewelry, watches, precious stones, valuable documents, or any goods that are illegal to transport by law.

7. LIABILITY AND INSURANCE

7.1 Moovax is liable for the Client's goods, provided they are properly packed and protected during transportation, up to the limits established by applicable legislation.

7.2 – 7.5 [Liability limitations and insurance options.]

8. CANCELLATION AND AMENDMENTS

8.1 – 8.6

[Conditions regarding the cancellation and amendment of services, including notice periods and deposit forfeitures.]

9. OWNERSHIP OF GOODS

9.1

The Client declares that:

(a) The goods handed over to Moovax for removal are their property; or

(b) They are duly authorised by the owners of the goods to act on their behalf.

10. ROUTE AND METHOD

10.1

Moovax may select the route and means of transportation by which the goods are transported or stored.

10.2

Unless otherwise specifically agreed, additional capacity in Moovax vehicles may be used for consignments from other clients.

11. CONFIDENTIALITY AND DATA PROTECTION

11.1

Moovax commits to ensuring the confidentiality and protection of personal data provided by the Client, in compliance with applicable data protection laws.

12. NON-SOLICITATION OF EMPLOYEES

12.1 – 12.2

[Non-solicitation clauses preventing the hiring of each other's employees.]

13. INTELLECTUAL PROPERTY



MOOVAX - Transporte e Logística, Lda. Alvará: 668979
Travessa Monte de São Gens, Nº 144 4460-771 Custóias
Contactos: (0351) 220 990 697 - 963 550 871.

13.1 – 13.3

[Intellectual property rights of both parties, including licensing terms.]

14. FORCE MAJEURE

14.1 – 14.2

Neither party shall be liable for delays or failures to perform due to Force Majeure events.

15. GENERAL PROVISIONS

15.1 – 15.13

[General provisions, including anti-bribery measures, assignment of rights, confidentiality, and governing law (Portugal), with jurisdiction in Matosinhos.]

This version of the Terms and Conditions is effective from 1 January 2024.


TRANSPORTES E LOGÍSTICA, LDA.
NIPC/514 443 448
A Gerência.

22/01/2024
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12/01/2024
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