

## PREAMBLE AND DEFINITIONS

1. **CONTAINER**

SACD undertakes to handle ISO containers. Non-standard containers may be handled on request and only by prior negotiation. Containers are generally referred to in terms of TEU's - twenty foot equivalent units (6 metres). A forty foot container (12 metre) equals 2 TEU's.

2. **CHARGES**

Service charges are quoted in Rands and are applicable, unless otherwise indicated:

- either by TEU (as defined in item 1 above); or
- per freight ton of 1000 kgs or 1 cubic metre, whichever is the greater. A 1 freight ton minimum is applicable.

3. **DAY**

A 'day' commences at midnight and ends the following consecutive midnight, and any part of this period is calculated as a complete day.

4. **CUSTOMER**

'Means any Person at whose request or on whose behalf SACD undertakes any business or provides any advice, information or service and shall be deemed to include the Owner, Consignee or Consignor of the Goods, as defined in terms of SACD's General Trading Conditions, and any other Person claiming any right to or in respect of any such Goods.'

5. **OVERTIME**

Overtime will be worked at the Customer's request and the cost of such overtime and resultant staff transport costs plus a surcharge of 20 % to cover direct administration costs, will be for the Customer's account.

6. **STAND-BY**

Should Customers request that SACD make available services and facilities outside normal working hours, and stand-by is incurred, such stand-by will be charged to cover actual costs, including overtime and related staff transport costs.

7. **THIRD PARTY CHARGES**

SACD will not accept charges on behalf of Customers from 3<sup>rd</sup> parties nor will SACD bill 3<sup>rd</sup> parties on behalf of the Customer

8. **OUT OF GAUGE CARGO\CONTAINERS**

Cargo which protrudes above the top of containers or where cargo extends beyond the sides or ends of containers, i.e. out of ISO in any dimension

9. **HEAVY LIFT CARGO**

SACD requires prior written notice for the handling of heavy lift cargo and also for any special handling or storage requirements. Heavy lifts are those single items exceeding 4000 kgs gross mass. The heavy lift charge, includes the provision of equipment for the loading or unloading of heavy lifts onto or from transporters vehicle.

**10. LONG LENGTH CARGO**

SACD requires prior written notice for the handling of long length cargo and also for any special handling and storage requirements. Long lengths are defined as those single or unitized items that exceed 3 metres in length. The long length handling charge includes the provision of equipment for the loading or unloading of long length cargo onto transporters vehicles.

**11. DANGEROUS / NOXIOUS CARGO AND CONTAINERS**

SACD will only accept hazardous / noxious cargo and containers by prior written agreement. SACD will not be bound to accept any cargo or containers which constitute a hazard and that which does not have the appropriate documentation (Tremcard / Hazchem Spec. Sheet) as required by the National Road Traffic Act No. 93 of 1996 (as amended), will not be accepted.

**12. SPECIAL SECURITY CARGOES**

Goods requiring special security control may be handled by prior arrangement only. Early written notification needs to be provided in each and every instance as to cargo value and any Customer specific requirements. The time of handling such goods may be specified by SACD and any additional costs will be for the Customer's account.

**13. LIEN ON CARGO AND / OR CONTAINERS AT SACD**

The Customer is held liable for all SACD charges. Issue to SACD of the Customer's Release Instruction is regarded as the Customers acceptance of all charges accrued. Notwithstanding the foregoing, SACD may exercise a lien on containers and / or cargo at its sole discretion, at which stage payment of all outstanding charges will be required before release of such containers and / or cargo is granted.

**14. STATUTORY HOLIDAYS**

The Public Holidays listed below, as amended from time to time, shall be regarded as non-working days for the purpose of determining the free period allowed for cargo stored at SACD.

* New Years Day	* Human Rights Day
* Good Friday	Family Day
* Freedom Day	* Workers Day
* Youth Day	National Women's Day
Heritage Day	* Day of Reconciliation
* Christmas Day	Day of Goodwill

\* All SACD operations are closed on the Public Holidays notated with an asterisk. These may alter dependent upon arrangements with organised labour. Special arrangements can be made to open our facilities on these days provided that at least 72 hours written notice is provided by the Customer; also depending upon agreement being reached with the Customer on the additional costs associated with such a request.

**15. PRIMARY DOCUMENTATION - IMPORTS**

To avoid any possible delays, an electronic transmission of the Container Manifest should be provided to SACD by the Customer, 3 days prior to vessel's arrival: -

Details in the electronic manifest transmission must meet the minimum requirements of SARS in terms of the Manifest Acquittal System and should include.

1. Vessel and voyage number.
2. Container number, seal number, container size and type and Ocean Bill of Lading.
3. Detailed marks, numbers, quantities, weights and measurements per individual HBL including any co-loaded consignment per HBL,
4. Details of any cargo requiring special attention eg. Hazardous, fragile, high value, abnormal in weight or dimension etc – see paragraphs 9-12 above.

Hard copy Manifests will be accepted by SACD subject to a data capture fee of R50 per container being accepted by the Customer.

16. **UNPACK SEQUENCE**

Containers are unpacked strictly in sequence of arrival. Out of sequence unpacks may be accommodated depending upon volumes and the working of extended hours. In the event that extended hours are required, the Customer would be expected to meet the reasonable additional costs incurred by SACD to satisfy the Customers needs. Such additional costs would be agreed up front with SACD in writing.

17. **REVIEW OF SERVICE CHARGES**

The rates contained in this booklet supersede all previously published service charges and wherever possible, 30 days' notice of any change will be given to current SACD Customers.

18. **PAYMENT**

Statements of invoices will be submitted to the Customer weekly and amounts owing are payable in Rand's within 7 days except where credit terms have been otherwise agreed in writing.

19. **GENERAL TRADING CONDITIONS**

These service charges should be read in conjunction with SACD's General Trading Conditions, a copy of which is attached for your information and records.

20. **THE SACD WEB-SITE ([www.sacd.co.za](http://www.sacd.co.za))**

Our web-site contains details of this our Standard Service Charges as well as that of our General Trading Conditions referred to under Clause 19 above. In addition it provides registered users access to a wealth of information pertinent to their specific cargo, containers, charges and accounts. For further information on registration please contact the respective Regional Information Account Managers as noted below.

**CAPE REGION**

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## NOTES ON CONTAINER UNPACKING CHARGES AND PROCESSES

### CONTAINER UNPACKING CHARGE INCLUDES: -

1. Receive electronically manifest data which complies with the SARS Manifest Acquittal System (MAS).
2. Receiving and sorting container and consignment documentation and any special instructions prior to receiving the container.
3. Liaising with appropriate parties (TPT, Lines, Transporters, etc.) on container deliveries to our facility from the terminal, checking container documentation, seal number, status on arrival and reporting container damage to the customer. Applying new seals as may be required, (seal supplied by Customer) and advising any seal discrepancy to SARS and the Customer.
4. Placing the container at the Transit Warehouse.
5. Unpacking the container (excluding other listed ancillary service charges) on a trailer or on the ground, sorting cargo to leading Bill of Lading mark, tallying and making a reasonable inspection of the cargo, supplying Container Content Outturn Report to the Customer and SARS (Customs), placing the cargo in the Transit Warehouse for temporary storage and dry sweeping the empty container.  
  
Supplying each Customer electronically with a Daily List of the containers under his control / instruction which have been unpacked by SACD and any cargo discrepancy which has been identified.
6. Moving the empty container from the Transit Warehouse to either the cross-haul stack or to the empty yard at SACD.
7. Accepting an appointment for cargo to be collected, checking the Operators Delivery Release Order (DRO) and the SARS electronic authorisation for the release of the consignment, accepting the collection vehicle and delivering the cargo alongside the vehicle. **Take special note that the verification of cargo tendered by SACD, and the stowage and securing of the cargo on the collection vehicle is the collection vehicle drivers' responsibility. Vehicles which are not suitable for the loading of cargo will not be loaded.**
8. Acquitting the Multi-consignment Container Manifest with SARS (Customs).
9. Providing Warehousemen's and Public Liability Insurance (refer to the Company's General Trading Conditions).

## NOTE A

10. **NOTE** that the unpack charge **does not** include the disposal of excessive dunnage for which a separate quote and charge would apply if the need arises. It also **does not** include the empty handling of containers due for cross-haul after unpacking, where 2 lifts would apply at the tariff amount.

## NOTES ON IMPORT CARGO STORAGE RATES

1. **IMPORT CARGO STORED - FREE PERIOD**

Other than refrigerated and certain dangerous cargoes, no shed storage charges are raised for cargo which is collected within 3 working days, i.e. day of unpack plus 2 further days excluding Sundays & Public Holidays as reflected in paragraph 14 of the Preamble and Definitions.

2. **IMPORT CARGO STORED - DAYS 4-5**

Rate applicable to cargo which is collected on either the 4<sup>th</sup> or 5<sup>th</sup> calendar day after unpack including the day of collection but excluding the free period, at R35.00 per freight ton per day.

3. **IMPORT CARGO STORED - DAYS 6-7**

Rate applicable to cargo which is collected on either the 6<sup>th</sup> or 7<sup>th</sup> calendar day after unpack including the day of collection but excluding the free period, at R60.00 per freight ton per day.

4. **IMPORT CARGO STORED - DAY 8 ONWARDS**

Rate applicable to cargo collected after the 7<sup>th</sup> calendar day after unpacking including the day of collection but excluding the free period, at R86.00 per freight ton per day.

5. **HAZARDOUS CARGO – (see paragraph 11 of the Preamble and Definitions)**

Hazardous cargoes reflected in paragraph 8 below must be collected on the day of unpack or the day thereafter. If not collected on these days such cargo will be charged for all days stored, including the day of collection and the day of unpacking, **at double** the normal cargo storage rate. If the container is unpacked on a Friday a concession of day of unpack plus 3 days will apply, i.e. unpack Friday must be collected on Monday.

6. **CUSTOM STOPPED LCL / GROUPEGE CARGO**

If advised, in writing, at least 24 hours prior to container unpack, that specific packages of cargo are the subject of a Customs impediment, 5 days free storage will be allowed including the day of unpack and day of collection. Should such cargo remain in our facility beyond 5 days then normal storage charges will apply. This concession does not apply to hazardous cargo, arms and ammunition.

7. **DETAINED FCL CARGO**

Where FCL cargo is held on the warehouse floor following an unpack for examination by any Government Agency, cargo storage charges would apply in terms of items 1 to 5 above until the cargo is authorized for release or repacked.

## NOTE B

GET IT RIGHT ON TIME



### 8. IMO HAZARDOUS CLASS CARGO / CONTAINERS

1. Explosives
2. Gases
3. Flammable liquids
- 4.1 Flammable solids
- 4.2 Solids liable to spontaneous combustion
- 4.3 Dangerous when wet
- 5.1 Oxidising agent
- 5.2 Organic peroxide
6. Poisons
7. Radioactive material
8. Corrosive
9. Miscellaneous

The Company reserves the right to delay unpacking containers containing these commodities until the Consignee's cargo collection vehicle is available at our facility to collect the cargo.

SACD further reserves its rights not to receive or deliver hazardous cargo or containers from / to Transporters or Consignees where the legal requirements for vehicles conveying hazardous / dangerous goods in terms of Chapter VIII of the National Road Traffic Act No. 93 of 1996 (as amended), are not met.

Cargo not collected within the allowed free period will be charged for the entire number of calendar days for which it remains in the warehouse, including the day(s) of unpacking and collecting, **at double** the normal cargo storage rate – see paragraph 5 above.

### 9. FIRE ARMS & AMMUNITIONS

To comply with the requirements of Police and other Authorities, firearms and ammunition must be removed from the depot on the day of unpacking from the container.

If not collected on the day of unpacking, such cargo will attract storage charges for the entire number of calendar days for which it remains in the warehouse, including the day(s) of unpacking and collecting, **at double** the normal cargo storage rate.