

CONDITIONS upon which alone work is done, goods are removed, packed, warehoused and/or shipped:

1. Parties to the contract and definitions

THE CONTRACTORS enter into the contract for and on behalf of themselves, their servants, agents and sub-contractors all of whom shall have the benefit of the contract and shall be under no liability to the owner or anyone claiming through him in respect of the goods greater than or in addition to that of THE CONTRACTORS as the principal contractor, except that when the goods are handled and/or packed for shipment overseas. THE CONTRACTORS, their servants, agents and sub-contractors liability for loss or damage to the goods shall be terminated from the time that all the goods are handed into the custody of any Docks Authority, Shipowner or Airline. No agent or employee of THE CONTRACTORS shall have any authority to alter or qualify in any way these terms and conditions.

The client declares that the goods handed to THE CONTRACTORS are either his own unencumbered property or that he has the full and absolute authority of all persons owning or interested in the goods to enter into the Contract and agrees to indemnify THE CONTRACTORS, their servants, agents and sub-contractors against any claim, charges, costs and demands made against him.

CLIENT shall mean the owner of the goods or any agent of the owner who contracts for the services of THE CONTRACTORS.

GOODS shall mean any article or articles entrusted to THE CONTRACTORS for handling, warehousing or transportation in accordance with their quotation.

2. Quotations

Quotations are subject to amendment if (a) not accepted within twenty eight days (b) costs are altered by changes in taxation, foreign exchange rates, freight rates or any other reasons outside the control of THE CONTRACTORS @ additional goods are removed and/or warehoused (d) goods are collected from or delivered to premises above the second floor unless previously arranged (e) during the course of the work extra services are supplied at the request of the client or delay occurs beyond the control of THE CONTRACTOR.

3. Access to premises

Unless otherwise stated it is a condition that (a) the work can be conveniently carried out by means of adequate staircases, lifts, elevators and doorways (b) there is a suitable and practicable road and approach for THE CONTRACTORS vehicles to the door of the premises to and from which the goods are to be removed and (c) parking facilities can be arranged. If such conditions are not filled an extra charge will be payable.

4. Clients responsibility

It is the responsibility of the client

(a) IN RESPECT OF ALL WORK

(i) To see that nothing required to be removed is left behind and that no goods and/or fixtures are removed in error

(ii) To ensure that protection is arranged for goods left in unattended premises or where third parties are present THE CONTRACTORS shall not be liable for damages or loss (howsoever caused) where goods are removed from or delivered to such unattended premises or where such other third parties are present.

(b) IN RESPECT OF OVERSEAS REMOVALS to meet the costs of all Customs dues and/or fines and shall obtain at his own expense all necessary documents, licences, police or other permits to enable the goods to be exported from the country of origin and to enter and be delivered in the country of destination. The client shall bear all expenses incurred as a result of default or delay in producing such documents and shall indemnify THE CONTRACTORS against all claims, fines, costs, charges and expenses incurred by THE CONTRACTORS by reason of any errors or omissions in such documents and/or declaration made by THE CONTRACTOR based on information declared by the client.

5. Work not included

Unless otherwise agreed in writing. THE CONTRACTORS quotation shall not include the taking down or putting up of unit furniture, fittings or fixtures, the disconnection and /or reconnection of appliances and fittings, the lifting or laying of fitted floor coverings, the movement of deep freezers loaded with goods or of night storage heaters not dismantled. If such work is undertaken by an employee of THE CONTRACTORS at the request of the client. THE CONTRACTORS shall not be liable for any loss or damage occasioned and the client shall indemnify THE CONTRACTORS, their servants, agents and sub-contractors against all costs, claims and awards which may be made against or upon THE CONTRACTORS as the result of such work being undertaken.

6. Dangerous articles

The client shall not submit for removal, packing/unpacking or warehousing any dangerous weapon, prohibited drug, damaging or explosive article or substance or for warehousing any article likely to encourage vermin or other pests, or likely to cause infection. If any such item is discovered THE CONTRACTORS may remove, destroy otherwise dispose of same and shall be relieved of liability for any loss to the client arising therein.

7. Payment

Unless otherwise agreed in writing THE CONTRACTORS charges shall be due and payable (a) FOR REMOVALS, PACKING AND FORWARDING seven days prior to commencement of the work (b) WAREHOUSING, three months in advance (c) All charges shall be due and payable before the goods are released by THE CONTRACTORS or their agents. When goods are removed from the warehouse, storage charges in respect of any unexpired period will be credited to the client's account.

Charges shall be paid to THE CONTRACTORS immediately when due without deduction and payments shall not be withheld or deferred on account of any claim, counter claim or set-off.

8. Revision of storage charges

Storage charges are subject to periodical revision THE CONTRACTORS shall give twenty eight days notice of the revised charge and thereafter any adjustment shall be effective unless the client shall indicate in writing his objection to such provision.

9. Postponement or cancellation

(i) If the work is postponed by the client less than seven working days before the removal was due to take place THE CONTRACTOR shall be entitled to make a charge to the client of the amount representing 15% of the quoted removal charge.

(ii) If the work is cancelled by the client less than seven working days before the agreed removal date THE CONTRACTOR shall be entitled to make a charge to the client representing 30 % of the quoted removal charge.

10. Inventory or receipt of goods

THE CONTRACTORS shall upon accepting goods for storage or shipment overseas provide to the client a receipt or inventory noting any defects and/or deficiencies as seen at the time of collection or acceptance into the custody of THE CONTRACTORS. Failure to note a defect in the goods shall not be construed as an acceptance that the goods were received in good condition. No claim shall be made in respect of any item not described in the receipt or inventory.

11. Address for communications

A client sending goods to be stored or for shipment overseas shall provide an address to which all communications are to be directed and register his or her signature with THE CONTRACTORS for mutual protection. All notices and communications shall be deemed to have been duly served and received seven days after posting to the registered address from which the client last communicated with THE CONTRACTORS.

12. Lien

THE CONTRACTORS shall have the power to pay all charges claimed by any previous Removal/Storage Contractor, Carrier or Freight Forwarder and any other charges, duties or levies raised upon the goods whatsoever. THE CONTRACTORS shall have a general lien upon all goods in their possession or the possession of their Agents for all monies due to them from the Client or liabilities incurred by them and monies paid on behalf of the Client and if part of the goods shall have been delivered, removed, despatched or sold the general lien shall apply in respect of such goods as remain in their possession THE CONTRACTORS shall be entitled to charge a warehouse rent and all other reasonable expenses during which a lien on the goods is being asserted and all these conditions shall continue to apply thereto.

If THE CONTRACTORS charges are for any work are not paid within two months of submission of their account THE CONTRACTORS shall at any time thereafter upon giving twenty-eight days notice in writing to the Client require the Client to remove all goods within the care, custody or control of THE CONTRACTORS and to pay all monies then due to them. In the event of the Client failing to remove the goods THE CONTRACTORS shall have the power to sell or otherwise dispose of the whole or part of the goods without further notice and apply the proceeds of sale towards payment of all sums due to them and any expenses incurred by reason of the sale or disposal. Any surplus will be paid over to the Client without interest upon application. THE CONTRACTORS shall be released from all liability whatsoever to the goods sold.

13. Termination of the contract

(a) Notwithstanding the provisions of clause 12 providing payments due to THE CONTRACTORS are not arrears THE CONTRACTORS shall not terminate the Contract except by giving three complete calendar months to the Client.

(b) The Client may at any time terminate the Contract by giving at least fourteen clear days notice in writing to THE CONTRACTORS but if THE CONTRACTORS are able to agree to release the goods before the expiry of such notice, then their charges for storage shall be payable to the date when the notice would have expired. In the event that the Client should elect to make his own arrangements for collecting the goods from the warehouse. THE CONTRACTORS shall be entitled to make a charge for unstowing and handing over the goods of a sum equivalent to four weeks storage rental upon such goods.

14. Liability for loss and damage to goods

- (a) THE CONTRACTORS shall not under any circumstances (howsoever caused including negligence) be liable for any loss, failure to produce, or damage caused by, or arising out of
- (i) Flood, moth, vermin, insects, atmospheric or climatic causes, gradual deterioration, leakage or deficiency of articles of a perishable or leaky nature. Act of God, war, invasion, act of foreign enemies (whether war be declared or not), civil commotion, labour disturbances.
- (ii) Fire at any premises in which the goods are stored at a rental, or for any consequential loss, or loss or damage due to cause beyond their immediate control or the acts of third parties, whether criminal or otherwise.
- (b) THE CONTRACTORS SHALL NOT BE LIABLE FOR ANY LOSS OF, FAILURE TO PRODUCE OR DAMAGE TO GOODS HANDLED AND/OR PACKED BY THEM FOR OVERSEAS REMOVAL AFTER SUCH GOODS HAVE BEEN DELIVERED INTO THE CUSTODY OF ANY DOCKS AUTHORITY, CONTAINER GROUP CENTRE, SHIPOWNER OR AIRLINE
- (c) THE CONTRACTORS shall not be liable for loss, failure to produce or damage to
- (i) any goods during transference to or from boat or ferry and transit by water whether by deck or other wise except with a panicleon belonging to and being loaded by THE CONTRACTORS.
- (ii) any articles contained in furniture or drawers or in any package, bundle, case or other container not packed and unpacked by THE CONTRACTORS employees.
- (iii) jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps of all kinds, manuscripts or other documents, livestock, wines, spirits, tobacco and foodstuffs or perishable goods of any kind unless particularly handed onto the care of THE CONTRACTORS' foreman and a receipt obtained for same.
- (iv) anything removed from public saleroom, unattended premises or where workmen are present unless a detailed claim in writing is given at the time (time being the essence of the contract).
- (v) brittle or fragile articles of any description unless handed, packed and unpacked throughout by THE CONTRACTORS employees.
- (vi) the mechanisms of adjustment of clocks, barometers, pianos, organs, scientific and other instruments, domestic appliances, radio, television or recording and other electrical apparatus or appliances, unless such items have suffered external physical damage whilst being handled by the Contractor.
- (vii) system or kit furniture constructed of veneered chipboard, or any reduction in the quality thereof arising as the result of dismantling or re-assembly of any such items of furniture.
- (viii) deep freezers when loaded with goods or the contents thereof.
- (d) THE CONTRACTORS' liability (if any) to the client shall be limited to either
- (i) the cost of repairing or replacing the damaged or missing article or
- (ii) to the sum of Twenty-five Pounds for any one article, suite, service or complete case or package or other container and the contents thereof respectively whichever is the smaller sum, except that in respect of any article being part of a pair or set when the liability shall not be greater than the value of the one particular part or parts so lost or damaged irrespective of any special value which such article or articles may have as part of such pair or set.
- THE CLIENT IS RECOMMENDED TO INSURE THE GOODS AGAINST ALL INSURABLE RISKS OF LOSS OR DAMAGE - See Clause 21, INSURANCE.

15. Time limit for claims relating to goods

All claims for damage to or loss of or failure to produce any goods shall be made in detail in writing (a) as to goods removed from THE CONTRACTOR'S warehouse by any person other than THE CONTRACTORS at the time the goods are removed and (b) in all other cases within seven days after delivery of the goods alleged to be damaged or in the case of goods alleged to be lost or which THE CONTRACTORS fail to produce, within seven days after the time when the goods should in the ordinary course have been delivered alone or with other goods and THE CONTRACTORS SHALL BE UNDER NO LIABILITY UNLESS SUCH A CLAIM IS SO MADE WITHIN THE TIME STIPULATED (time being the essence of the contract).

16. Liability for damage to premises and items in situ

All damage to premises must be pointed out to THE CONTRACTORS Foreman in charge at the time and confirmed in writing within forty-eight hours after the damage is alleged to have occurred (time being the essence of the contract) otherwise THE CONTRACTORS shall not be liable. The maximum liability of THE CONTRACTORS in respect of all such damage shall not exceed £100.

17. Liability for delay in transit

Where a time schedule has been agreed in writing with the Client THE CONTRACTORS will meet expenses reasonably incurred by the Client in consequence of any delay in transit up to but not exceeding the cost of the removal or £100 whichever shall be the lesser amount. Nevertheless THE CONTRACTORS shall not be liable for any such delay arising from any cause outside their direct control.

18. Frustrated delivery

If for any reason the goods are delayed en route by reason of any default or wrong declaration of the Client, or if the consignee is unable to receive the goods into premises to which they have been delivered immediately on their arrival, THE CONTRACTORS shall be at liberty to unload into their own, or their Agent's or any other suitable warehouse and either in their own name or as the Agent for the Client THE CONTRACTORS shall be considered as having fulfilled the contract immediately such delivery has taken place. All charges for subsequent storage and ultimate delivery shall be borne by the Client.

19. General including sub-contractor's conditions

- (a) THE CONTRACTORS may at any time during any removal transfer the goods from vehicle to vehicle or during storage from one warehouse to another warehouse. THE CONTRACTORS may also decide as to which route or by which means the goods shall be carried and may enter into any contract with any other Contractor, Railway, Shipping or Dock or Harbour Company or Authority to carry out the whole or any part of the contract and/or to cause all or any part of the goods to be stored by or in the warehouse of another Contractor and all these conditions shall nevertheless apply thereto.. Any deviation from any route shall not increase THE CONTRACTOR'S liability.
- (b) Where it is proved that any loss, damage or delay has occurred while the goods were in the care of any carrier employed as Sub-Contractor, THE CONTRACTORS shall not be liable for such loss, damage or delay unless the same has been caused by their own wilful default, in which case their liability is to be determined according to these conditions of contract.
- (c) In the event of any ship discharging at a different port from that to which the goods were consigned then the charges for handling the goods at such port and transporting the goods therefrom shall be payable by the Client where demanded and before delivery to the Client/consignee.
- (d) Any work of any kind done by THE CONTRACTORS whether in relation to the goods or otherwise shall be done without prejudice to and only upon these conditions which shall be deemed to be incorporated in any subsequent contract which may be entered into with regard to such work to be undertaken on behalf of the Client.
- (e) Any such contractor, being a Warehouseman or Remover, shall have the benefit of THIS CONTRACT and the Client agrees that the sub-contractor's liability shall not be greater than and/or in addition to that of THE CONTRACTORS, as provided for in these conditions.
- (f) THIS CONTRACT shall be deemed to have been entered into in the office of THE CONTRACTORS in Scotland, Northern Ireland, the Irish Republic or the Channel Islands, in which case the law of those countries shall apply respectively.

20. Arbitration

If any dispute, difference or question shall at any time hereafter arise between the parties hereto or their respective representatives in respect of any claim or counter-claim put forward on the part of the Client against THE CONTRACTORS in connection with or arising out of this contract or any extension thereof the claim shall be referred to the arbitration of a single arbitrator to be agreed by the parties or failing agreement to an arbitrator, being a barrister of not less than ten years calling to be appointed at the request of either party.

Limited according to the laws for the time being governing the resolution of disputes by arbitration in the State or Country within which THE CONTRACTORS office concerned with the making of this contract shall be deemed to have been made. The cost of any such arbitration shall be in the discretion of the arbitrator and the award of such arbitrator shall be a condition precedent to any legal proceedings in a court of law in respect of any matters hereby agreed to be the subject of arbitration. The arbitration shall unless otherwise agreed be held in the town in which THE CONTRACTORS office from which the contract was deemed to have been made aforesaid is situated.

21. Insurance

THE CLIENT IS RECOMMENDED TO INSURE THE GOODS AGAINST ALL INSURABLE RISKS OF PHYSICAL LOSS AND/OR DAMAGE THROUGHOUT THE PERIOD OF THE CONTRACT BY ACCEPTANCE OF THE APPROPRIATE FORM OF INSURANCE MADE AVAILABLE THROUGH THE CONTRACTORS AND FOR WHICH THE PREMIUM COST IS INCORPORATED WITHIN THE QUOTATION.

THE CONTRACTORS effect insurance only upon receipt of written instructions and payment of the appropriate premium prior to commencement of the risk. All insurances effected by THE CONTRACTORS are subject to the usual terms, limitations and conditions of the policies of the Insurance Company or Underwriters taking the risk. Should the insurers dispute their liability for any reason the insured Client shall have recourse against the insurers only and THE CONTRACTORS shall not be under any responsibility or liability whatever in relation thereto or for any failure to notify the Client or the Insurers of any loss or damage to the goods or any part thereof.

IMPORTANT - The goods should at all times be insured to the extent of their FULL VALUE. Goods entrusted to the Contractors for overseas removal should be insured to the extent of their FULL REPLACEMENT VALUE IN THE DESTINATION COUNTRY including the cost of exportation.

If the goods are under-insured in the event of a claim the amount recoverable from the Insurers (whether to repair or replacement) will be adjusted in proportion to the difference between the insured value and the actual value of the goods.