

# TERMS AND CONDITIONS

## Introduction

These conditions explain the rights, obligations and responsibilities of all parties to this Agreement. Here we use the word 'you' or 'your' it means the Customer 'we', 'us' or 'our' means the Storer. These terms and conditions can be varied or amended subject to prior written agreement. Your attention is drawn to clauses 4, 8, 9, 10 and 11 which sets out liability to you for loss or damage to goods or property. Please read them carefully.

## 1 Our Quotation

- 1.1 Our quotations, unless otherwise stated, do not include customs duties inspection or any other fees or taxes payable to government bodies. It does include accepting liability for your goods subject to clauses 2, 3, 5 and the provisions of clauses 4, 9, 10, 11 and 12.
- 1.2 We may change the price or make additional charges if circumstances are found to apply which have not been taken into account when preparing our quotations and confirmed to us in writing. These include:
- 1.2.1 Our costs change because of currency fluctuations or changes in taxation or freight charges beyond our control.
- 1.2.2 The work is carried out on a Saturday, Sunday or Public Holiday or outside normal hours (08.00-16.00 hours) at your request.
- 1.2.3 If you collect some or all of the goods from our warehouse, we are entitled to make a charge for handing them over.
- 1.2.4 We supply any additional services, including moving or storing extra goods (these conditions apply to such work).
- 1.2.5 We have to pay parking or other fees or charges in order to carry out services on your behalf.
- 1.2.6 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
- 1.2.7 We agree in writing to increase our limit or liability set out in clause 9.1.1 In any such circumstances, adjusted charges will apply and become payable

## 2 Work not included in the quotation

- 2.1 Unless agreed by us in writing we will not:
- 2.1.1 Dismantle or assemble unit or system furniture (flat-pack), fittings or fittings.
- 2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
- 2.1.3 Take up or lay fitted floor coverings.
- 2.1.4 Move items from or to a loft or basement, unless properly lit and floored and safe access is provided.
- 2.1.5 Move or store any items excluded under Clause 5.
- 2.1.6 Our staff are not authorised or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services.

## 3 Your responsibilities

- 3.1 It will be your sole responsibility to:
- 3.1.1 Be present or represented during the collection and delivery of the removal.
- 3.1.2 Ensure authorised signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of goods.
- 3.1.3 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
- 3.1.4 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.
- 3.1.5 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.
- 3.1.6 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
- 3.2 Provide us with a contact address for correspondence during removal transit and/or storage of goods.
- 3.3 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

## 4 Our responsibilities

- 4.1 It is our responsibility to deliver your goods to you, or produce them for your collection, undamaged. By 'undamaged' we mean in the same condition as they were in at the time when they were packed or otherwise made ready for transportation and/or storage.
- 4.2 In the event that we have undertaken to pack the goods, or otherwise make them ready for transportation and/or storage, it is our responsibility to deliver them to you, or produce them for your collection, undamaged. Again, by 'undamaged' we mean ready for transportation.
- 4.3 If we fail to discharge the responsibilities identified in clause 4.1 and 4.2, we will, subject to the provisions of clauses 7, 8 and 10 be liable under this agreement to compensate you for such failure.
- 4.4 We will not be liable to compensate you where clauses 2, 3, and 5 apply unless loss or damage occurred as a result of negligence or breach of contract on our part.
- 4.5 If you do not provide us with a declaration of value of your goods, or if you do not require us to accept standard liability pursuant to clause 8.2, we will not be liable to you for failure to discharge the responsibilities identified in clause 4.1 and 4.2, unless that failure was caused by negligence or breach of contract on our part. The amount of our liability under this clause shall be determined in accordance with clauses 8 and 10.

## 5 Goods not to be submitted for removal or storage

- 5.1 Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by us. The items listed under 5.1.1 below may present risks to health and safety and of fire. Items listed under 5.1.2 to 5.1.6 below carry other risks and you should make your own arrangements for their transport and storage.
- 5.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including (but not exclusive to) gas bottles, matches, lighters, aerosols, paints, fireworks, oils, fuel, firearms, and ammunition.
- 5.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins for goods or collections of any similar kind.
- 5.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
- 5.1.4 Any food or perishable items and/or those requiring a controlled environment.
- 5.1.5 Any animals, birds or fish.
- 5.1.6 Goods which require special licence or government permission for export or import.
- 5.2 If we do agree to store such goods, we will not accept liability for loss or damage unless we were negligent or in breach of contract, in which case all these conditions will apply.
- 5.3 If you submit such goods without our knowledge we will make them available for your collection and if you do not collect them within a reasonable time we may apply for an appropriate court order to dispose of any such goods found in the consignment without notice. You will furthermore pay to us any charges, expenses, damages, legal costs or penalties incurred by us in making these goods available to you.

## 6 Ownership of the goods

- 6.1 By entering into this Agreement, you guarantee that:
- 6.1.1 The goods to be removed and/or stored are your own property, or
- 6.1.2 The person(s) who own or have an interest in them have given you authority to make this contract and have been made aware of these conditions.
- 6.1.3 You will pay us for any claim for damages and/or costs brought against us if either warranty 6.1.1 or 6.1.2 is not true.

## 7 Payment

- 7.1 Unless otherwise agreed by us in writing:  
Payment is required by cleared funds within 30 days upon receipt of our invoice, either by post, hand or sent electronically.  
You may not withhold any part of the agreed price for any reason.  
In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 8% per annum above the prevailing base rate for the time being of the Bank of England.

## 8 Determination of amount of our liability for loss or damage

- 8.1 Standard Liability
- 8.1.1 Subject to clause 3, the amount of our liability to you in the event of loss or damage to those goods in breach of clause 4 will be determined in accordance with clauses 8.1.2, 8.1.3 & 10, subject to a maximum liability of £40. We may agree to accept liability for a higher amount, in which case we may make an additional charge of 1% of value above £40.
- 8.1.2 In the event of loss or damage to your goods in breach of clause 4, our liability is to be a sum equivalent to the cost of their repair or replacement, taking into account the age and condition immediately prior to their loss or damage, subject to the maximum liability of £40 referred to in 9.1.1 (unless we have agreed a higher amount with you and you have paid the required charge).
- 8.1.3 Where the loss or damaged item is part of a pair or set, our liability to you, where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item not the cost of that item as part of the pair or set.
- 8.2 Limited Liability
- 8.2.1 If you do not provide us with a declaration of value, or if you do not require us to accept standard liability pursuant to clause 8.1, then our liability is determined by 8.1.3, 8.2.2 & 10.
- 8.2.2 In the event of loss or damage to your goods caused by negligence or breach of contract on our part, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement, taking into account their age and condition immediately prior to their loss or damage, subject to a maximum liability of £40 per item. Your attention is drawn to clause 10 which applies to Limited Liability.
- 8.3 An item is defined as:
- 8.3.1 The entire contents of a warehouse container, pallet, box, parcel, package, carton or similar container stored by us on your behalf.
- 8.3.2 Any other object or thing that is moved handled or stored by us on your behalf.

## 9 Damage to premises or property other than goods

- 9.1 Because third party contractors are frequently present at the time of collection or delivery, our liability for loss or damage is limited as follows:
- 9.1.1 If we cause loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only.
- 9.1.2 If we cause damage as a result of moving goods under your express instruction, against our advice, and where to move the goods in the manner instructed is likely to cause damage, we shall not be liable.
- 9.1.3 If we are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt as soon as practically possible or within a reasonable time. This is fundamental to the Agreement.

10	<b><u>Exclusions of liability</u></b>	18	<b><u>Our right to Sell or dispose of the Goods</u></b>
10.1	In respect of Limited Liability, we will not be liable for loss of or damage to your goods as a result of fire or explosion, howsoever that fire or explosion was caused, unless we have been negligent or in breach of contract.		If payment of our charges relating to your goods is in arrears, and on giving you thirty (30) days' notice, we are entitled to require you to remove your goods from our custody and pay all the money due to us. If you fail to pay all outstanding amounts due to us, we may sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance from you.
10.2	In respect of Standard Liability and Limited Liability, other than as a result of our negligence or breach of contract, we will not be liable for any loss of, or damage to, or failure to produce the following goods :-		18.1 Notice means that the invoice has been received. We will assume after seven (7) days of sending our invoice (either by post, hand or electronically) that it has been received.
10.2.1	Bonds, Securities, Stamps of all kinds, Manuscripts or other documents or Electronically held Data Records, Mobile Telephones.		19 <b><u>Termination</u></b>
10.2.2	Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.	18.1	If payments are up to date, we will not end this contract except by giving you at least twenty one (21) days' notice in writing. If you wish to terminate your storage contract, you must give us at least ten (10) working days' notice (working days are defined as Mon-Fri excluding weekends and bank holidays). If we can release the goods earlier, we will do so, provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.
10.2.3	Perishable items and/or those requiring a controlled environment.		
10.2.4	Furs exceeding £100.00 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins & Deeds.		
10.2.5	Any animals, birds or fish.		
10.3	In respect of Standard Liability and Limited Liability, other than as a result of our negligence or breach of contract we will not be liable for any loss of, or damage to, or failure to produce the goods if caused by any of the following circumstances :-		
10.3.1	By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside our reasonable control.		
10.3.2	Loss or damage arising from ionizing radiations or radioactive contamination.		
10.3.3	Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack.		
10.3.4	Indirect or consequential loss of any kind or description.		
10.3.5	By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.		
10.3.6	By vermin, moth, insects and similar infestation, damp, mould, mildew or rust.		
10.3.7	By cleaning, repairing or restoring unless we arranged for the work to be carried out.		
10.3.8	By change to atmosphere or climatic conditions.		
10.3.9	For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by us.		
10.3.10	Loss of or damage to china, glassware and fragile items unless they have been both professionally packed and unpacked by us or our subcontractor. In the event of an accident involving and owner packed container where damage would have occurred irrespective of the quality of the packing, then our liability is limited to £100.00 or its actual value whichever is less.		
10.3.11	For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.		
10.3.12	Loss or damage of motor vehicles caused by scratching, denting and marring unless you obtain from us a pre-collection condition report.		
10.3.13	Loss or damage to a vehicle whilst being driven or for the purpose of being driven under it's own power other than for the purpose of loading onto or unloading from the carrying conveyance or container. Loss or damage sustained by accessories and removable items unless lost with the vehicle.		
10.3.14	For any goods which have a pre-existing defect or are inherently defective.		
10.4	No employee of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.		
10.5	Our liability will cease upon handing over the goods from our warehouse or upon completion of delivery (see Clause 11).		
11	<b><u>Time limit for claims</u></b>		
11.1	For goods which we deliver, you must notify us in writing of any visible loss, damage or failure to produce any goods at the time of delivery.		
11.2	If you or your agent collects the goods, you must notify us in writing of any loss or damage at the time the goods are handed over to you.		
11.3	Notwithstanding clauses 8, 9, 10 and 11 we will not be liable for any loss of or damage to the goods unless a claim is notified to us, or to our agent or the company carrying out the collection or delivery of the goods on our behalf, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of delivery of the goods by us.		
12	<b><u>Our Right to Hold the Goods</u></b>		
	We shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other Agreements. (See also Clause 18). These include any charges that we have paid out on your behalf. While we hold the goods you will be liable to pay all storage charges and other costs incurred by our withholding your goods and these items and conditions shall continue to apply.		
13	<b><u>Disputes</u></b>		
	If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it to the Chartered Institute of Arbitrators. Recourse to arbitration is subject to certain limits. This does not prejudice your right to commence court proceedings.		
14	<b><u>Our right to sub-contract the work</u></b>		
14.1	We reserve the right to sub-contract some or all of the work.		
14.2	If we sub-contract then these conditions will still apply.		
15	<b><u>Applicable law</u></b>		
	This contract is subject to the law of the country in which the office of the company issuing this contract is situated.		
16	<b><u>Your forwarding address</u></b>		
16.1	If you submit goods to be stored, you must provide an address for correspondence and notify us if it changes. All correspondence and notices will be considered to have been received by you seven (7) days after sending it to your last address recorded by us.		
16.2	If we are unable to contact you, we will charge you any costs incurred in trying to establish your whereabouts.		
17	<b><u>Revision of storage charges</u></b>		
	We review our storage charges periodically. You will be given at least twenty one (21) days' notice in writing of any increases.		