



1. The Owner licenses The Customer to use the unit for the storage of goods in accordance with these terms and conditions during the contract period and so long as the storage fees are paid in full. The Customer must pay the storage fee for the minimum period of storage (1 month) on signature of this contract and thereafter on each due date following. The Owner may change the fees at any time by providing The Customer with written notice and the new fees shall take effect on the first due date occurring not less than 1 month after the date of notice. If fees are not paid in full within the ten days following the due date The Customer will be liable for an administrative charge of £15.00 for late payment. If full payment is not received within one calendar month of the due date The Customer is liable for another £15.00 administrative charge. Any payments that are dishonoured are liable for an administrative charge of £15.00. If The Customer has not made payment one full month after the due date The Owner will refuse The Customer access to their goods held in storage. If 2 months of full consecutive fees are unpaid The Owner has a right to claim possession of the contents of the storage unit and sell and pass all ownership of the contents or otherwise dispose of the contents to pay firstly the costs incurred by The Owner and secondly in discharging the debt and holding any balance for The Customer (no interest will be accrued). The Customer must pay The Owner the full amount owing each month. Any outstanding monies will be treated as unpaid fees and liable to the same terms and conditions. The Customer is liable for any costs incurred in administering the debt collection and/or sale process of goods. If the proceeds of sale are insufficient to discharge all or any part of the debt The Customer is liable to pay the balance outstanding within seven days. Interest will be charged on the balance until it is paid in full. If the contents of the unit cannot be sold for any reason whatsoever The Owner is authorised to treat them as abandoned goods and to destroy or otherwise dispose of them at The Customers cost. The Owner reserves the right to continue to charge rental for the storage unit until the contents are sold or removed, the debt is paid in full, keys are returned and the unit is in a fit state for rental. The Owner reserves the right to use a debt collection agency and/ or to pass the debt to a third party and follow all legal processes to ensure the debt is discharged. Signature of this contract demonstrates that The Customer understands the financial rates, terms and conditions and that The Customer can adhere to the monetary terms and conditions without economic hardship. The Customer must inform The Owner of any changes in their circumstances that may impede their ability to conform to the terms and conditions. The Customers goods are at risk of sale to discharge the debt if there is non-payment of storage fees for two consecutive months.
2. The amount payable each month is calculated by the weekly amount x 52 divided by 12 to be due on each successive day of the subsequent calendar month corresponding with the date of arrival. Any other frequency of payment other than per calendar month or annually is at The Owners discretion. This contract should be considered the initial invoice. Invoices will be issued upon request by The Customer.
3. The Customer will keep The Owner informed in writing of any changes to billing details and contact details. If The Customer is between properties, moving house or likely to be changing their address they must provide an additional postal address where they may be contacted (e.g. work address, a parent or friend's details). All correspondence will be to the last given address. The Owner will consider correspondence as received when it is dispatched to the given address. Any Customer without an address must provide identification such as passport or driving licence, an email address and the address of a guarantor.
4. The Owner accepts no liability for any loss or damage to The Customer's containers contents, nor to The Customer or Customer's representative whilst on site. It is The Customer's responsibility to arrange insurance for the contents of their storage unit.
5. The Customer may access AV STORAGE OF LANCASTER LIMITED 24 hours a day 7 days a week for the purposes of depositing, removing, substituting or inspecting the goods in the storage unit. The Owner reserves the right to make changes to the access times without giving prior notice.
6. The Customer must not store firearms, weapons, ammunition, explosives, chemicals, radioactive materials, toxic waste, asbestos, wet or damp items or any other material of a potentially dangerous nature; plants, birds, fish, animals, or any other living creatures; food or perishable goods; any item likely to produce a noxious odour; gas bottles, combustible or any inflammable substances, including engines, anywhere within the container or on the site. All items stored must be the legal property of the customer. No illegal goods or stolen property or items for which VAT has not been paid may be stored in the container or on the site. The Owner has the final decision on what may be stored. Any item that The Owner will not allow to be stored must be removed immediately. If The Customer, after being informed to remove the item has not done so within 24 hours The Owner may remove or arrange removal of the said item(s) and dispose of them as appropriate. The Customer is then liable for the costs of this removal. Storing wet or damp items may cause damage to other goods stored and to the unit. The Customer is liable for any damage to the unit caused by goods stored therein up to the full value of the unit and for any secondary expenditure generated.
7. The Customer may not sublet either the unit nor any part of the unit, nor run a business from the unit. The Owner will treat any items left outside the unit as rubbish and will dispose of them. The Customer will be liable for any associated disposal costs. The Customer may not work from the unit nor use the unit as a workshop.
8. This contract may be terminated by either The Owner or The Customer at any time upon a minimum of 14 days written notice. All outstanding fees must be paid before the termination of this contract. The Customer must remove all goods before the termination date and leave the unit empty, clean and serviceable as on the start date. The Customer will be liable for any costs associated with cleaning, repairing or disposal of goods or rubbish left in or outside the unit. The Owner will treat any goods left in the unit after the termination date as abandoned and may dispose of them, sell and pass ownership of the goods to discharge costs associated with clearing the unit and outstanding fees. Where any payments are still outstanding, The Customer must pay the amount in full including any administrative charges and interest before The Owner will release the goods from the storage unit. This contract will be self-renewing month by month unless a final date is specified. If The Customer continues to use the storage unit after the final date the contract is considered renewed and will renew each month until either The Owner or The Customer terminate it as per the terms and conditions. Until The Customer has returned the keys and the unit is in a fit, clean and serviceable state the contract is ongoing and rental shall be charged.



STORAGE OF LANCASTER LTD

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Lancaster,
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9. The Owner will issue The Customer with a key or keys for The Customers sole use. It is The Customers responsibility to keep their unit and doors correctly closed and locked and to ensure the security of their unit and the site. The Customer must keep the key(s) safe and not allow others access to the key(s). No copies may be made of the key(s). Loss of and replacement of keys will incur a £20 fee. At the end of the contract The Customer must return any keys or padlocks to The Owner or be liable for the cost of their replacement. Until the keys are returned The Customer is liable for storage fees. The Customer may not substitute or add additional locks or padlocks to their unit, or in any way modify the unit.
10. The Owner will remain neutral in any property disputes. Only The Customer as recorded on the contract will be allowed access to the storage unit to view or remove the unit's contents whilst bound to the terms of this contract.
11. The Owner may at any time by giving the Customer seven days written notice require the customer to move the contents of the unit to another unit of the same or larger size.
12. Signing this contract confirms that the container is in a good state of repair and is fit for purpose. Any damage to the container or the site caused directly or indirectly by The Customer may incur charges up to the full value of the container or item(s) damaged. The Customer must inform The Owner immediately of any damage or defect to the unit. The Owner will immediately inform the Police of any evidence of fly-tipping and/or discarding unwanted goods within or around the site.
13. The Owner has the right to access the storage unit a) if The Owner provides The Customer with not less than seven days' notice to inspect the unit or carry out repairs, maintenance and alterations to it or any other area of the storage site, b) if The Owner reasonably believes that the unit contains any items described in Condition 6, c) if The Owner reasonably considers that such access is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property or d) in an emergency, or e) The Owner is required to do so by the Police, Customs, Fire Services, Local Authority or a Court Order or f) in accordance with The Owners powers pursuant to condition 1.
14. The Customer must follow all instructions given for their safety, especially signs indicating entrance and exit routes. Speed limits must be strictly adhered to. All doors and gates must be closed and secured, where applicable, by The Customer before they depart the site. The Customer is liable for any associated costs, caused directly or indirectly, by gates or doors left un-secured by The Customer. The Customer must report any safety or security issues immediately to The Owner. The Customer must stay within the storage areas on the site. The Customer may not enter any of the farm areas unsupervised by The Owner. The Customer is responsible for their own and any accompanying peoples' safety. It is advised that children and pets are kept under close supervision as The Owner accepts no responsibility for their safety.
15. The Owner and The Owners representatives have the right to be treat with respect at all times; without verbal intimidation or any form of violence or harassment. Any infringement of this will lead to the immediate termination of the contract, with all fees to be paid before The Customer may clear their goods.
16. The Owner may at any time unilaterally vary any of the terms in this contract provided that such variation is provided in writing to The Customer at their last given address.

AV Storage of Lancaster Terms and Conditions

Warehouse Storage Only

Introduction

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the word 'you' or 'your' it means the Customer: 'we', 'us' or 'our' means the Remover. These terms and conditions can be varied or amended subject to prior written agreement. Your attention is drawn to Clauses 4, 9, 10, 11 and 12 which set out our liability to you for loss of or damage to goods and property. Before placing an order, requesting a quote or making a booking, please read through these terms and conditions and print a copy for future reference. By placing an order or making a booking, regardless of the method used to make the booking, you agree to be legally bound by these Terms and Conditions.

1 Our Quotation

- 1.1 Our quotation, unless otherwise stated, does not include customs duties and inspections or any other fees or taxes payable to government bodies. It does include us accepting liability for your goods, subject to clauses 2.2, 3.2, 5.2, 5.3 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 quotation and confirmed by us in writing. These include:
 - - 1.2.1 You do not accept our quotation in writing within 28 days, or the work is not carried out or completed within three months.
 - 1.2.2 Our costs change because of currency fluctuations or changes in taxation or freight charges beyond our control.
 - 1.2.3 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (09.00-17.00hrs) at your request.
 - 1.2.4 We have to collect or deliver goods at your request above the ground floor and first upper floor.
 - 1.2.5 If you collect some or all of the goods from our warehouse, we are entitled to make a charge for handing them over.
 - 1.2.6 We supply any additional services, including moving or storing extra goods (these conditions apply to such work).
 - 1.2.7 The stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 10 metres of the doorway.
 - 1.2.8 We have to pay parking or other fees or charges in order to carry out services on your behalf.
 - 1.2.9 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
 - 1.2.10 We agree in writing to increase our limit of liability set out in clause 9.1.1
- 1.3 In any such circumstances, adjusted charges will apply and become payable.

- 1.4 We reserve the right to change the price or quotation prior to an order being placed or a booking made. In the event of this occurring we will inform you, and you have the right not to proceed with placing an order or making a booking.
- 1.5 Although we do not usually request a deposit to be made in order to secure a booking, we do reserve the right to request a deposit. At our discretion, this may be in the form of part-payment on the day of removal, by cleared funds and before the service is commenced. Deposits are non-refundable.

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, including but not limited to, washers, dryers, dishwashers, cookers, fridges, freezers, televisions, electrical goods and other white goods.
 - 2.1.3 Take up or lay fitted floor coverings.
 - 2.1.4 Move items from a loft, unless properly lit and floored and safe access is provided.
 - 2.1.5 Move or store any items excluded under Clause 5.
- 2.2 Our staff are not authorized 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 responsibility

- 3.1 It will be your sole responsibility to:
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 - 3.1.1 Declare to us, in writing, the value of the goods being removed and/or stored. If it is subsequently established that the value of the goods removed or stored is greater than the actual value you declare, you agree that our liability under clause 9.1 will be reduced to reflect the proportion that your declared value bears to their actual value.
 - 3.1.2 Obtain at your own expense, all documents, permits, permissions, consents, licences, customs documents necessary for the removal to be completed.
 - 3.1.3 Be present or represented during the collection and delivery of the removal.
 - 3.1.4 Ensure authorized signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of goods.
 - 3.1.5 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
 - 3.1.6 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.

- 3.1.7 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.
- 3.1.8 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
- 3.1.9 Provide us with a contact address for correspondence during removal transit and/or storage of goods.
- 3.1.10 Allow us to carry out our responsibilities. Should you assist with any aspect of the moving of items and damage is caused during this assistance then no liability shall be held by us.
- 3.1.11 Provide us with any information reasonably required, to assist with the free movement of items to be moved, and to advise of any special requirements or care of particular items.
- 3.1.12 Arrange for suitable protection or coverings for carpets and other floor coverings.
- 3.1.13 Ensure there is suitable parking available within 10 metres of an appropriate doorway.
- 3.1.14 Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.
- 3.1.15 Dismantle any items that were previously assembled in the room the item is in, due to the size, weight or nature of the item prohibiting it being able to be moved into, out of, and throughout the property without being dismantled, unless agreed by us in writing.
- 3.1.16 Ensure that the goods are adequately packed or packaged for Transportation.
- 3.2 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.
- 3.3 We reserve the right to refuse or stop the service or job, at any point, if our staff are abused, verbally or otherwise.

4. Our responsibility

- 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 in the same condition as they were in immediately prior to being packed/ made ready for transportation or storage.
- 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 9, 11 and 12, be liable under this agreement to compensate you for such failure.
- 4.4 We will not be liable to compensate you where clauses 2.2, 3.2, 5.2 and 5.3 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 9.1 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.

- 4.6 The amount of our liability under this clause shall be determined in accordance with clauses 9 and 11.

5. Goods not to be submitted for removal or storage

- 5.1 Unless previously agreed in writing by a director or other authorized 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 gas bottles, aerosols, paints, firearms and ammunition.
 - 5.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or 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 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 remove such goods, we will not accept liability for loss or damage unless we are 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 will 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.

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. Charges if you postpone or cancel the removal

- 7.1 If you postpone or cancel this Agreement, at our discretion we may charge you according to how much notice is given. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.

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- 7.1.1 More than 10 working days before the removal was due to start: No charge.
- 7.1.2 Between 5 and 10 working days inclusive before the removal was due to start: not more than 50% of the removal charge.
- 7.1.3 Less than 5 working days before the removal was due to start: not more than 80% of the removal charge.
- 7.2 You will not benefit from a right to cancel under the Consumer Contracts Regulations.

8. Payment

- 8.1 Unless otherwise agreed by us in writing:
 - - 8.1.1 Payment is required by cleared funds immediately upon completion of the removal or in advance of the storage period.
 - 8.1.2 You may not withhold any part of the agreed price. This will also apply if there has been any loss, damage, breakage or if there is any dispute between you and us.
 - 8.1.3 In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.
 - 8.1.4 Cheques are not accepted as a form of payment.

9. Determination of amount of our liability for loss or damage

- 9.1 Standard Liability.
 - 9.1.1 If you provide us with a declaration of the value of your goods, and subject to clause 3.1.1, 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 9.1.2, 9.1.3 and 11 below, subject to a maximum liability of £20,000. We may agree to accept liability for a higher amount, in which case we may make an additional charge.
 - 9.1.2 In the event of loss of or damage to your goods in breach of clause 4, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement whichever is the smaller sum, taking into account the age and condition of the goods immediately prior to their loss or damage, and subject to the maximum liability of £20,000 referred to in clause 9.1.1 (unless we have agreed a higher amount with you).
 - 9.1.3 Where the lost 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 in isolation, not the cost of that item as part of a pair or set.
- 9.2 Limited Liability.
 - 9.2.1 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 9.1, then our liability to you is to be determined in accordance with Clauses 9.1.3, 9.2.2 and 11.
 - 9.2.2 In the event of loss of 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 11.1 which applies to Limited Liability.

- 9.3 For goods destined to or received from a place outside the UK
 - - 9.3.1 We will only accept Standard Liability if you provide us with a detailed valuation of your goods on the valuation form which we provide. All other provisions of Clause 9.1 will apply.
 - 9.3.2 We do not accept liability for loss of or damage to goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract.
 - 9.3.3 We do not accept liability for loss of or damage to goods occurring in certain overseas countries, including Gambia, Iran, Iraq, Nigeria, Libya, Lebanon, Angola, Cambodia, Vietnam, N. Korea and Former States of the USSR, unless we have been negligent or in breach of contract. This list is not exhaustive, and we will advise you at the time of quotation if this exclusion applies.
 - We will accept liability for loss or damage
 - (a) arising from our negligence or breach of contract whilst the goods are in our physical possession, or
 - (b) whilst the goods are in the possession of others if the loss or damage is established to have been caused by our failure to pack the goods to a reasonable standard where we have been contracted to pack the goods that are subject to the claim.

In either circumstance clause 9.1 or 9.2 above will apply.

- 9.4 An Item is defined as :-
 - - 9.4.1 The entire contents of a box, parcel, package, carton, or similar container; and
 - 9.4.2 Any other object or thing that is moved, handled or stored by us.

10. Damage to premises or property other than goods

- 10.1 Because third party contractors are frequently present at the time of collection or delivery our liability for loss or damage is limited as follows:
 - - 10.1.1 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.
 - 10.1.2 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.
 - 10.1.3 If we are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must notify us in writing as soon as practically possible or within a reasonable time. This is fundamental to the Agreement.

11. Exclusions of liability

- 11.1 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.
- 11.2 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, damage to, or failure to produce the following goods :-
 - - 11.2.1 Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones
 - 11.2.2 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
 - 11.2.3 Perishable items and/or those requiring a controlled environment.
 - 11.2.4 Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds.
 - 11.2.5 Any animals, birds or fish.
- 11.3 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, damage to, or failure to produce the goods if caused by any of the following circumstances:-
 - - 11.3.1 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.
 - 11.3.2 Loss or damage arising from ionising radiations or radioactive contamination
 - 11.3.3 Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack
 - 11.3.4 Indirect or consequential loss of any kind or description
 - 11.3.5 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.
 - 11.3.6 By vermin, moth, insects and similar infestation, damp, mould, mildew or rust
 - 11.3.7 By cleaning, repairing or restoring unless we arranged for the work to be carried out.
 - 11.3.8 By change to atmospheric or climatic conditions.
 - 11.3.9 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.
 - 11.3.10 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 an owner packed container where damage would have occurred irrespective of the quality of the packing, then our liability is limited to £100 or its actual value whichever is less.
 - 11.3.11 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
 - 11.3.12 Loss or damage of motor vehicles caused by scratching, denting and marring unless you obtain from us a pre-collection condition report.

- 11.3.13 Loss or damage to a vehicle whilst being driven or for the purpose of being driven under its 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
- 11.3.14 For any goods which have a pre-existing defect or are inherently defective.
- 11.3.15 We will have no liability whatsoever for loss or damage caused by us in the course of dismantling or reassembling self-assembly furniture, or any other furniture that we decide needs dismantling or reassembling.
- 11.3.16 We will have no liability whatsoever for loss or damage to Goods caused by ordinary loss in weight or volume, ordinary leakage, ordinary wear and tear, inherent vice or nature of the Goods.
- 11.3.17 We will have no liability whatsoever for loss or damage to Goods caused by delay.
- 11.4 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.
- 11.5 Our liability will cease upon handing over goods from our warehouse or upon completion of delivery (see Clause 12.2 below).
- 11.6 We shall not be liable to you or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by you howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 11.7 Advice and information in whatever form it may be given is provided by us for you only. Any oral advice given without special arrangement is provided gratuitously and without contractual liability.
- 11.8 In the event of claim, an administration charge of £100.00 for goods in transit claims and a separate administration charge of £250.00 for public liability claims must be paid by you. We will have no liability to reimburse the administration charge to you under any circumstances, whether liability for any loss or damage has been accepted by us or not.
- 11.9 Should you not accept our recommendations then the items to be moved are moved at your risk. We will not be liable for any damage caused whilst the item to be moved is under your supervision.
- 11.10 Liability for damage will only be accepted if it may be proven without reasonable doubt we have been negligent in the manner in which we have conducted the move.

12 Time limit for claims

- 12.1 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.
- 12.2 If you or your agent collect the goods, you must notify us in writing of any loss or damage at the time the goods are handed to you or your agent.
- **12.3 Notwithstanding clauses 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.**

- **12.4 The time limit for notifying us of your claim may be extended upon receipt of your written request provided such request is received within seven (7) days of delivery. Consent to such a request will not be unreasonably withheld.**

13 Delays in transit

- 13.1 Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit.
- 13.2 If through no fault of ours we are unable to deliver your goods, we will take them into store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

14 Our Right to Hold the Goods (lien)

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 Agreement. (See also Clause 23). 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 terms and conditions shall continue to apply.

15 Disputes

If there is a dispute arising from this agreement which cannot be resolved, subject to the agreement of both parties, either you or we may refer the dispute to an arbitrator appointed by the Chartered Institute of Arbitrators. The cost of any such arbitration will be at the discretion of the arbitrator. This does not prejudice your right to commence court proceedings.

16 Our right to sub-contract the work

- 16.1 We reserve the right to sub-contract some or all of the work.
- 16.2 If we sub-contract, then these conditions will still apply.

17 Route and method

- 17.1 We have the right to choose the method and route by which to carry out the work.
- 17.2 Unless it has been specifically agreed otherwise in writing in our Quotation, other space/volume/capacity on our vehicles and/or the container may be utilized for consignments of other customers.

18 Advice and information for International Removals

We will use our reasonable endeavours to provide you with up to date information to assist you with the import/export of your goods. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is your responsibility to seek appropriate advice to verify the accuracy of any information provided.

19 Applicable law

This contract is subject to the law of England and Wales.

20 Your forwarding address

- 20.1 If you send 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 days after sending it to your last address recorded by us.
- 20.2 If you do not provide an address or respond to our correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the goods were removed. Such notice will be considered to have been received by you seven days after the publication date of the newspaper. Note: If we are unable to contact you, we will charge you any costs incurred in establishing your whereabouts.

21 List of goods (inventory) or receipt

Where we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within 10 days of the date of our sending, or a reasonable period agreed between us, notifying us of any errors or omissions.

22 Revision of storage charges

We review our storage charges periodically. You will be given 3 months notice in writing of any increases.

23 Our right to Sell or dispose of the Goods

If payment of our charges relating to your goods is in arrears, and on giving you three months' notice, we are entitled to require you to remove your goods from our custody and pay all 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.

24 Termination

If payments are up to date, we will not end this contract except by giving you three months notice in writing. If you wish to terminate your storage contract, you must give us at least 10 working days' notice (working days are defined in Clause 7 above). 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.

25 Communications

You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other

communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

26 Eligibility

To be eligible to request a quotation, or place an order or make a booking, and lawfully enter into and form contracts with us, you must be 18 years of age or over and legally capable of entering into a binding contract. If you do not qualify, you must not request a quotation, or place an order or make a booking.

27 Force Majeure

- 27.1 We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control ('Force Majeure'), which, without limitation, include:
 - - 27.1.1 Strikes, lock-outs or other industrial action.
 - 27.1.2 Shortages of labour, fuel, power, raw materials.
 - 27.1.3 Late, defective performance or non-performance by suppliers.
 - 27.1.4 Private or public telecommunication, computer network failures, breakdown of equipment, breakdown of vehicles or work tools.
 - 27.1.5 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - 27.1.6 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions.
 - 27.1.7 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. Acts, decrees, legislation, regulations or restrictions of any government.
 - 27.1.8 Other causes, beyond our reasonable control.
- 27.2 Our performance will be deemed to be suspended for the period that the event of Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to minimise any delay caused by Force Majeure. We shall promptly notify you either by phone, in writing or by email of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.
- 27.3 Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 30 days from the date of notice to you of the event of Force Majeure, either you or us may, by written or email notice to the other, terminate the Contract with immediate effect upon service.
- 27.4 In the event that a Force Majeure event occurs, we may, at our discretion, try to assist you by attempting to find an alternative Supplier, in order to minimise the impact of the Force Majeure event. No guarantee of price or terms and conditions of the alternative Supplier can be made. If you decide to use that alternative Supplier or make your own alternative arrangements, rather than allowing us our extension of time for performance of our obligations, the contract with us is terminated with immediate effect upon service. We shall have no further liabilities in this respect.

28 Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.