

# Our Terms and Conditions

## Introduction

These conditions explain the rights, obligations, and responsibilities of all parties to this Contract. Where we use the word 'you' or 'your' it means you, the Customer, who have submitted a request for estimation to us and to whom our estimation and these terms and conditions are addressed; and 'we', 'us' or 'our' means Boxedit Storage LTD a company whose registered number is 1052935, whose registered office is Boxedit Storage LTD Mount Pleasant Trading Estate, Mount Pleasant Road, Wisbech, PE133FF and who trades under the business name, Boxedit Removals & Storage.

**These terms and conditions can be varied or amended subject to prior written agreement. In Clauses 10, Clause 17, Clause 18, Clause 19 and Clause 20 we limit or exclude our liability for loss and damage.**

**Your attention is particularly drawn to the customer indemnity at Clause 11.**

### 1. Our contract

1.1. **Our contract.** These terms and conditions (**Terms**) apply to your order with us and supply of removal and storage Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.2. **Contact us details.** You can contact us by telephoning our customer service team at 0800 772 0314 or by writing to us at [info@boxedit.co.uk](mailto:info@boxedit.co.uk)

1.3. **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

1.4. When we use the words "writing" or "written" in these terms, this includes emails.

### 2. Our Estimate

2.1. **Instructing us.** Please contact us to instruct our Services by email [[Info@boxedit.co.uk](mailto:Info@boxedit.co.uk)] or by telephone [0800 772 0314]. We will ask you for the following information:

2.1.1. Details of the consignment of goods collected, delivered or stored (**Goods**);

2.1.2. Addresses for collection and delivery.

2.1.3. Dates of collection and delivery.

2.1.4. Any storage period or requirements.

2.1.5. Insurance requirements.

2.2. **Our Estimate.** We shall provide you with an estimate as soon as reasonably possible, normally by email (**the Estimate**). You can accept the estimate by clicking on the 'Accept' button contained within it, provided that you have confirmed that:

2.2.1. The goods are your own unencumbered possession, or that you are authorised by the owner to enter into the contract; and

2.2.2. You have read and accept a copy of these terms.

2.3. Our estimates are only valid for a period of 28 days and, in the event that services are to be provided after this, then we reserve the right to submit a new estimate to take account of any increases in third party costs to our business, including but not limited to changes in taxation, freight, fuel, ferry or toll charges beyond our control. Where we are quoting for services to be provided more than 28 days in advance then we will do so on the basis of the then applicable rates and in the event that third party charges increase we will write to you with any impact on our estimate. If there is an increase in the cost of our services, as confirmed to you subsequently, and you do not wish to proceed then you may cancel our agreement without incurring any further charges.

2.4. By accepting the estimate, you are making an offer to us to buy the services specified in the Estimate (**Services**) subject to these Terms.

2.5. **Exclusions from Estimate.** Unless otherwise stated, our Estimate does not include the following additional charges that may arise under the Contract:

2.5.1. Insurance relating to the Goods, save where you have requested us to provide insurance as part of the Estimate, in which case insurance is provided for the amount of cover requested and included in the Estimate.

2.5.2. A cancellation/postponement waiver.

2.5.3. Any customs duties or port charges including (but not limited to) demurrage and/or inspections.

2.5.4. Any fees, or taxes payable to government bodies or agencies in relation to the transit of Goods.

2.5.5. Where we have given you, a price including redelivery from store within our quotation / estimation and the re-delivery from store has not taken place within six months from the date of the issue of the estimation. In such circumstances we reserve the right to charge additional storage fees at then applicable rates.

2.5.6. Where the work is a non-standard instruction, reasonable additional charges for:

2.5.6.1. Services being carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (07.00-17.00hrs) at your request.

2.5.6.2. Goods being collected or delivered above the ground floor and first upper floor at your request.

2.5.6.3. The entrance or exit to the premises, 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 20 metres of the doorway.

2.5.6.4. Carriage disbursements including but not limited to Low Emission Zone (LEZ) charges, tolls, congestion charges, ZCR, and ZPA zones (France).

2.5.7. Charges relating to the early release of Goods during the Storage Period;

2.5.8. Charges relating to additional Services, including but not limited to moving or storing extra goods not made clear to us by you at the point of instruction. Such additional instruction will be subject to these terms;

2.5.9. Charges relating to parking or other fees or charges (including fines where you have not arranged agreed suspension of parking restrictions) incurred in order to carry out Services. For the purpose of this Agreement parking fines for illegal parking, caused by our negligence, are not fees or charges and you are not responsible for paying them;

2.5.10. Additional charges in the event that you have not arranged agreed suspension of parking restrictions at the property and we are required to park away from the property on removal or delivery.

2.5.11. There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work, which shall include any late completion of the property on the completion date for your purchase/sale.

2.6. **Estimate validity.** Our Estimate is valid for twenty-eight days from the date of issue.

2.7. **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

### 3. Work not included in the Services

3.1. Unless agreed by us in writing, we will not:

3.1.1. Dismantle or assemble furniture of any kind.

3.1.2. Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.

3.1.3. Take up or lay fitted floor coverings.

3.1.4. Move Goods from a loft, unless properly lit and floored and safe access is provided.

3.1.5. Move or store any Goods that are Dangerous Goods, Unauthorised Goods or Waste; or

3.1.6. Dismantle or assemble garden furniture and equipment including, but not limited to sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move paving slabs, planters.

3.2. Where 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.

### 4. Risk and Title

4.1. Risk and title in the Goods remain with you at all times.

### 5. Standard Insurance position.

5.1. We limit our liability under this agreement at Clause 18. It is your responsibility to seek adequate insurance for the Goods during our performance of the Services and while they are in the care of any other carrier. We may agree to increase the limit of our liability for an additional charge.

## 6. Our Services

- 6.1. The Supplier is not and does not contract as a common carrier.
- 6.2. We have the right to choose the method and route by which to carry out the work and the location in respect of storage.
- 6.3. Unless it has been specifically agreed otherwise in writing in our Estimate, other space/volume/capacity on our vehicles and/or the container may be utilized for consignments of other customers.
- 6.4. If we are unable to deliver the Goods to you as a result of your default, you agree to our storage of the Goods, at your expense, until such time as delivery to you is successful.
- 6.5. Any delivery time or date is an Estimate and subject to variation. We will not be liable for any loss or damage incurred by you as a result of delays in transit time unless directly attributable to Our negligence or breach of contract.
- 6.6. Where we produce a list of your Goods 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 within a reasonable period agreed between us, notifying us of any errors or omissions.
- 6.7. Where we engage an international transport operator, shipping company or airline to convey your goods to the place, port or airport of destination, we do so on your behalf and subject to the terms and conditions set out by that carrier.
- 6.8. In providing the Services, we shall:
  - 6.8.1. provide the Services in accordance with the Order Confirmation.
  - 6.8.2. provide the Services with reasonable care and skill.
  - 6.8.3. do nothing to prejudice the owner's title or rights to the Goods.
  - 6.8.4. obtain, maintain and comply with all necessary licences, permissions, and consents which may be required for the Services.
  - 6.8.5. allocate sufficient resources to enable us to provide the Services in accordance with the terms of this agreement.
  - 6.8.6. ensure that all staff engaged in the provision of the Services will be competent and appropriately trained and under appropriate supervision.
  - 6.8.7. we shall use our reasonable endeavours to provide you with up-to-date information to assist you with the import/export of your Goods including but not limited to information on such matters as national or regional laws and regulations. Such information is provided in good faith but does not qualify as professional advice and should not be solely relied upon. It is your responsibility to seek appropriate advice to verify the accuracy of any information provided.
- 6.9. In providing the storage Services, we shall:
  - 6.9.1. store the Goods in our possession separately from all other items held by us so that they remain readily identifiable as your property.
  - 6.9.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - 6.9.3. keep and maintain the Goods in good condition and subject to Clause 14.5, Clause 17.2 and Clause 7.4 shall not dispose of or use the Goods other than in accordance with your written instructions or authorisation.
- 6.10. Subject to Clause 6.9:

6.10.1. we may use such method for the storage and handling of the Goods as it in our absolute discretion considers appropriate. If we cause damage as a result of moving goods under your express instruction, against our advice, and where moving the goods in the manner instructed is likely to cause damage, we shall not be liable; and

6.10.2. we shall have a discretion as to where we shall store the Goods and it may, without notice to you but at our expense, move the Goods between facilities.

## **7. Storage Terms**

7.1. The Goods shall be stored for the period outlined in the Order Confirmation or as otherwise agreed between the parties (**the Storage Period**).

7.2. You must give us at least 10 working days' notice where you wish to release Goods within the Storage Period (please note the cancellation charges under clause 12 will still apply).

7.3. Goods shall not be released until all Charges and any Cancellation Fee have been paid. Any additional storage charges incurred as a result of your non-payment shall form part of the Charges.

7.4. If you fail to take delivery of the Goods or fails remove any of the Goods upon cessation of the Storage Period, we shall be entitled to sell or otherwise dispose of all or some of the Goods which have not been removed by the end of the notice period as your agent and at your expense and risk, and shall remit the proceeds of sale or disposal of such Goods to you after deduction of all amounts due to us from you and the expenses incurred by us for the sale or disposal of the Goods. We shall not be liable for the price obtained for the sale or disposal of the Goods.

## **8. Your responsibilities**

8.1. It will be your responsibility to:

8.1.1. Arrange adequate insurance cover for the goods submitted for removal transit and/or storage against all insurable risks.

8.1.2. Provide us with all material information required by us to perform the Services.

8.1.3. Obtain at your own expense, all documents, permits, permissions, licenses, customs documents necessary for the removal to be completed.

8.1.4. Pay all Charges due under the Contract.

8.1.5. Be present or represented throughout the collection and delivery of the removal.

8.1.6. Ensure premises are suitable for delivery or collection by us.

8.1.7. Where we provide you with inventories, receipts, waybills, job sheets or other relevant documents you will ensure that they are signed by you or your authorized representative as confirmation of collection or delivery of the goods.

8.1.8. Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.

8.1.9. 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.

8.1.10. Prepare adequately and stabilize all appliances or electronic equipment prior to their removal

8.1.11. Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.

8.1.12. Ensure that all domestic and garden appliances, including but not limited to washing machines, dishwashers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them.

8.1.13. Provide us with a correct and up to date contact address and telephone number during removal transit and/or storage of goods.

8.1.14. Ensure that none of the Goods are:

8.1.14.1. Goods of a type listed in Schedule 1 (**Unauthorised Goods**) where pre-authorisation has not been given in accordance with Clause 10.1;

8.1.14.2. Waste, as defined by section 75 of the Environmental Protection Act 1990 (**Waste**); or

8.1.14.3. will be of a type that are or may become poisonous, corrosive, flammable, volatile, explosive or radioactive (**Dangerous Goods**);

8.1.15. provide a correct and up to date address and telephone number on an ongoing basis. All correspondence and notices will be considered to have been received by you three (3) business days after sending it by first class post to your last address recorded by us. We may take additional steps to locate you, entirely at our discretion and at your expense.

## 9. Ownership of the goods

9.1. You warrant on an ongoing basis that you either own the Goods or are authorised by the owner to remove and/or store the Goods under the terms of this Contract, and there are no restrictions on the owner's right to store the Goods on the terms of this Contract.

## 10. Goods not to be submitted for removal or storage

10.1. We shall not facilitate delivery or storage of goods of a type listed in Schedule 1 (**Unauthorised Goods**) unless agreed by a director or other authorised company representative.

10.2. We shall notify you in writing as soon as practicable if any of the Goods are in Our opinion hazardous to health, dirty or unhygienic, or likely to attract vermin or pests and under what conditions we would be prepared to accept such Goods or whether we refuse to accept them.

10.3. We may, without liability and at your expense, destroy, release to law enforcement or otherwise dispose of any Unauthorised Goods or Dangerous Goods. Save in cases of emergency or illegality, we shall not exercise this right without first giving you a reasonable opportunity to inspect the Goods in question and, if you so elect, to remove them yourself.

## 11. Customer Indemnity

### THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

11.1. You shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and

all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

11.1.1. any claim made against us in respect of damage to property, death or personal injury arising out of or in connection with the storage or handling of any Goods which are Waste or Dangerous Goods.

11.1.2. any claim made against us arising out of your failure to comply with any statutory or HMRC requirements, including administrative requirements, concerning the payment of tax, customs, or duties in respect of any of the Goods; and

11.1.3. any claim made against us for interference with the rights of a third party arising out of or in connection with the storage or handling of any of the Goods.

11.2. Nothing in this Clause 11 shall restrict or limit our general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

## 12. Charges if you postpone or cancel the removal

12.1. **General cancellation policy.** You have an immediate right to cancel and the right to refund for any Services which have not been provided if:

12.1.1. we have told you about an upcoming change to the product or these terms which you do not agree to.

12.1.2. there is a risk that the supply of the products may be significantly delayed because of events outside our control; or

12.1.3. you have a legal right to end the contract because of something we have done wrong.

12.2. Even if you do not have an immediate right to end the contract under Clause 12 you can still end the contract before it is completed. The contract will end immediately, and we will refund any sums paid by you for Services not provided but we may deduct from that refund the cancellation charges outlined at Clause 12.3 as compensation for the net costs we will incur as a result of your ending the contract. This compensation is not intended to be a penalty and reflects a genuine pre-estimate of our likely loss should the contract end at short notice.

12.3. **Cancellation Charges.** Unless you have an immediate right to end the contract under Clause 12.1 or wish to avail of your Cancellation Waiver subject to Clause 12.4, we may, at our discretion, apply the following additional charges as compensation for your cancellation of Services:

### For removal Services:

More than 14 working days before the removal was due to start:	No charge.
Between 5 and 10 working days inclusive before the removal was due to start:	Up to 30% of the removal charge.
Less than 5 working days before the removal was due to start:	Up to 60% of the removal charge.

Within 24 hours of the move taking place	Up to 75% of the removal charge.
On the day the work starts or at any time after the work commences	Up to 100% of our charges.

**For storage Services:**

Where insufficient notice in accordance with 7.2	a charge equivalent to the Charges that would accrue within the 10 working day notice period.
Where a minimum storage period of 90 days or more is to be provided	A charge equivalent to 20% of the Charges that would have accrued for the remainder of the Storage Period cancelled, calculated from 30 days after the date of the cancellation notice, with the full amounts of fees being payable for the period up to the date of the Cancellation Notice and for a period of 30 days thereafter.

**For the avoidance of doubt, “Working days” refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.**

**12.4. Cancellation/Postponement Waiver.** When paid for at the time of booking, our cancellation waiver means that the Cancellation Charges will not be chargeable should you cancel the contract. Our agreement to waive the Cancellation Charges is conditional upon us receiving written notice of your intention to Cancel/Postpone no later than 17:00 hours on the preceding Working Day before Services commence. The Cancellation/Postponement charge will entitle you to only one Cancellation/Postponement.

**13. Your rights, if you are a consumer and we, have done something wrong.**

**13.1. How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0800 772 0314 or by writing to us at [Info@boxedit.co.uk](mailto:Info@boxedit.co.uk)

**13.2. Summary of your legal rights.** We are under a legal duty to supply Services that is in conformity with this contract. See below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

***If your product is a Service, the Consumer Rights Act 2015 says:***

*a. You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.*

*b. If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.*

*c. If you haven't agreed a time beforehand, it must be carried out within a reasonable time.*

***This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.***

#### **14. Payment**

14.1. Unless otherwise agreed by us in writing, payment of the charges outlined in our Order Confirmation for the Services (the Charges) shall be required in advance, in full by cleared funds at the time of booking Service.

14.2. 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.

14.3. **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law).

14.4. **Revision of storage charges.** We review our storage charges periodically. We reserve the right to increase our storage Charges annually. You will be given 30 days' notice in writing of any increases and the opportunity to end the contract with us immediately under Clause 12.

14.5. We shall have a general and particular lien on the Goods in our possession as security for payment of all sums claimed by us from you. The Charges shall continue to accrue on any Goods detained under lien. If an invoice for the Charges is not paid in full on its due date for payment, we may, without prejudice to its other rights and remedies, give notice in writing to you of our intention to sell or otherwise dispose of some or all of the Goods in its possession if the amount outstanding is not paid in full within 14 days. If the amount due is not paid by the expiry of such period, we may sell or otherwise dispose of some or all of the Goods in our possession, as your agent and at your expense and risk, and shall remit the proceeds of sale or disposal of such Goods to you after deduction of all amounts due to the us and the expenses incurred by the us for the sale or disposal of the Goods. We shall not be liable for the price obtained for the sale or disposal of the Goods.

#### **15. Our right to cancel the contract**

15.1. We may terminate this Contract on 3 months' written notice to you.

#### **16. Termination**

16.1. Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:

16.1.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so.

16.1.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

16.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

16.1.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

16.2. Without affecting any other right or remedy available to it, we may terminate or suspend the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under the Contract on the due date for payment.

## **17. Consequences of termination and survival**

17.1. On termination:

17.1.1. you shall remove or procure the removal of the Goods still in storage; and

17.1.2. you shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, we may submit an invoice, which you shall pay immediately on receipt.

17.2. If you fail to remove any of the Goods as required by Clause 17.1 then we may, without prejudice to our other rights and remedies, give notice in writing to you of our intention to sell or otherwise dispose of such Goods if the Goods are not removed within 14 days. On the expiry of such period, we shall be entitled to sell or otherwise dispose of all or some of the Goods which have not been removed, as your agent and at your expense and risk, and shall remit the proceeds of sale or disposal of such Goods to you after deduction of all amounts due to us from you and the expenses incurred by us for the sale or disposal of the Goods. We shall not be liable for the price obtained for the sale or disposal of the Goods.

17.3. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

17.4. Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry. Including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## **18. Our liability for loss or damage**

### **THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

18.1. For the purposes of this clause, an 'Item' is defined as:

18.1.1. The entire contents of a box, parcel, package, carton, or similar container; and

18.1.2. Any other object or thing that is moved, handled, or stored by us.

18.2. The restrictions on liability in this Clause 18 apply to every liability arising under or in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

18.3. Nothing in the agreement shall limit any liability under Clause 11 (customer indemnity) of this agreement.

18.4. Nothing in this agreement limits any liability which cannot legally be limited, including liability for:

18.4.1. death or personal injury caused by negligence.

18.4.2. fraud or fraudulent misrepresentation; and

18.4.3. where you are a consumer, for breach of your legal rights in relation to the Services including the right to receive services which are as described and supplied with reasonable skill and care; and

18.4.4. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

18.5. Nothing in this Clause 18 shall limit the Customer's payment obligations under this agreement.

18.6. We do not know the value of your Goods therefore we limit our liability to a fixed limit per item. Subject to Clause 18.3 and Clause 18.4, the amount of liability we accept under this agreement is reflected in our charges for the work. If you wish us to increase our limit of liability per Item you agree to pay a higher price for the work as stated in Clause 5 (Our Estimation).

18.7. Unless otherwise agreed in writing if we are negligent or in breach of contract, we will pay you up to £40 for each item which is lost or damaged as a direct result of any negligence or breach of contract on our part. Notwithstanding clause 18, we shall not be liable for the damage to any goods contained in an Item where they have been packed by you unless such damage occurred as a result of our negligence (please note it is your responsibility to pack goods in a safe and secure manner).

## **19. Damage to premises or property other than Goods**

19.1. Our liability in relation to your property other than Goods is limited as follows:

19.1.1. When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

19.1.2. If we are responsible for causing damage to your premises or to property other than Goods, you must note this on the worksheet or delivery receipt as soon as practically possible after the damage occurs or is discovered or in any event within a reasonable time. This is fundamental to the Contract.

## **20. Exclusions of liability**

20.1. We shall not be liable for delays or failures to provide the Service under this Contract caused 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, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.

20.2. Other than as a result of our negligence or breach of contract we will not be liable for any loss arising out of:

20.2.1. delay in transit of Goods.

20.2.2. fire or explosion, unless we have been negligent or in breach of contract.

20.2.3. confiscation, seizure, removal, or damaged by Customs Authorities or other Government Agencies unless such the same has been directly caused by our negligence or breach of contract.

20.2.4. 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.

20.2.5. Moth or vermin or similar infestation.

20.2.6. Cleaning, repairing or restoring unless we arranged for the work to be carried out.

20.2.7. Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion or gradual deterioration unless directly linked to ingress of water.

20.2.8. 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.

20.2.9. For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.

20.2.10. For any Goods which have a pre-existing defect or are inherently defective.

20.2.11. For perishable goods and/or those requiring a controlled environment.

20.2.12. Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board; or

20.2.13. Refusal to perform Services in respect of Unauthorised Goods, Dangerous Goods, and Waste.

20.3. 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.

20.4. We will not be liable for any loss or damage caused by us or our employees or agents in circumstances where: (a) there is no breach of this agreement by us or by any of our employees or agents (b) such loss or damage is not a reasonably foreseeable result of any such breach. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

20.5. Where the customer is a business customer, subject to Clause 17.4 (Liabilities which cannot legally be limited), this Clause 20.5 sets out the types of loss that are wholly excluded:

20.5.1. loss of profits.

20.5.2. loss of sales or business.

20.5.3. loss of agreements or contracts.

- 20.5.4. loss of anticipated savings.
- 20.5.5. loss of or damage to goodwill; and
- 20.5.6. indirect or consequential loss.

## **21. Time limit for claims**

21.1. If you or your authorised representative collect the Goods, we must be notified in writing of any loss or damage at the time the Goods are handed to you or your agent otherwise we will not be liable.

21.2. 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 business carrying out the collection or delivery of the Goods on our behalf. This must be in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event in detail within seven (7) days of delivery of the Goods, in order to properly investigate the claim. We may agree to extend this time limit 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.

**22. Disputes.** If there is a dispute arising from this Contract, 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 such arbitration will be at the discretion of the arbitrator. This does not prejudice your right to comment on court proceedings.

## **23. Assignment.**

23.1. We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement provided that we give prior written notice of such dealing to you.

23.2. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under this agreement.

## **24. Applicable law**

24.1. If you are a consumer, which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

24.2. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## **25. Other important terms**

25.1. Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

25.2. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority

decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

25.3. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

#### **Schedule 1 –**

##### **Unauthorised Goods requiring pre-approval by a company representative.**

- (a) Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, mobile telephones, portable media and computing devices, stamps, coins, or goods or collections of any similar kind.
- (b) Goods likely to encourage vermin or other pests or to cause infestation or contamination.
- (c) Perishable Goods and/or those requiring a controlled environment.
- (d) Any animals, birds, fish, reptiles or plants.
- (e) Goods which require special license or government permission for export or import.
- (f) Computer devices, including PC, MAC, Tablet and mobile phones, or other IT equipment containing personal data (including storage devices).

##### **Unauthorised Goods at all times.**

- (g) Potentially dangerous, damaging or explosive Goods, including gas bottles, aerosols, paints, firearms, gas pistols, electric shock battens, weapons, fuels, oils, and ammunition.
- (h) Cash.
- (i) Counterfeit goods or cash.
- (j) Tobacco & alcohol.
- (k) Stolen Goods.
- (l) Medication.
- (m) Illegal drugs.