

Terms and Conditions of Van and Man Sheffield (copyright 2010)

The below conditions set out the terms of the contract between the Removal/Couriering Contractor ("the Contractor") and you ("the Customer"). They also explain your obligations, rights and responsibilities and those pertaining to the Contractor.

1. Interpretation

- 1.1 All references in this document to "we" or "us" are references to the Contractor.
- 1.2 All references in this document to "you" are references to the Customer.
- 1.3 "Goods" refers the goods being removed/couriered.

2. Quotations

- 2.1 Quotations include Value Added Tax but they do not include any other customs duties, levies or monies payable to any statutory body. Any such fees will be payable by you in addition to the quoted price.
- 2.2 Whilst we do quote a fixed price, we reserve the right to make amendments to it when appropriate. In particular, if any of the following have not been taken into account when preparing the quotation:-
 - 2.2.1 Our costs increase due to taxation, fuel charges, freight charges, currency fluctuations or similar.
 - 2.2.2 We supply additional services.
 - 2.2.3 We have to collect or deliver goods from or to floors other than those agreed.
 - 2.2.4 The access point for collection or delivery is inadequate or the approach is in any way unsuitable for us or our vehicles.
 - 2.2.5 Delays occur that are outside of our reasonable control. In this case we will make an additional charge calculated in accordance with our hourly rate as it stands at the relevant time.
 - 2.2.6 Any fees or charges (including parking) that we have to incur in order to carry out the services required. In any such circumstance you will be responsible for paying the relevant amount.

3. Elements of work specifically excluded in our quotes.

Unless we have a prior agreement in writing, we will not:

- 3.1 Move any items excluded under Clause 4.
- 3.2 Dismantle or assemble any furniture, fixtures or fittings.
- 3.3 Remove or lay any floor coverings.
- 3.4 Take down or hang curtains, blinds or similar.
- 3.5 Remove night storage heaters unless fully dismantled.
- 3.6 Move any item which we reasonably believe we cannot move without endangering our safety or that of another, or without placing the item itself, or some other property in danger of damage.

4. Excluded Property

The items in the following list are explicitly excluded from this contract and will not be removed:-

- 4.1 Vehicles, vessels, trailers or any similar item.
- 4.2 Money, title deeds, share certificates or similar, jewellery, watches, precious stones, securities, collections of stamps, coins, or collections of any goods of a similar kind.
- 4.3 Potentially dangerous or damaging items.
- 4.4 Goods with a propensity to attract vermin or that may cause infection.
- 4.5 Refrigerated items or perishable goods.
- 4.6 Animals and animal habitats of any kind.
- 4.7 Furs, tobacco products, alcoholic drinks, perfumes or similar.

Such goods will not be removed by us unless prior written agreement has been obtained. If you submit such goods without this written agreement we will not be liable for any loss or damage caused and you will indemnify us against expenses of any kind claimed against us by third parties. Further to this, we will dispose of any goods listed under paragraphs 4.2, 4.3, 4.4, 4.5, & 4.7 without notifying the owner.

5. Customer's responsibility

The responsibility lies entirely with you to:-

- 5.1 Ensure a relevant person is present at both the departure and arrival sites to confirm that the correct goods are being taken from, and delivered to, the correct areas.
- 5.2 Declare to us, if necessary, the proper value of the goods.
- 5.3 Obtain (at your expense) any and all documents

needed for completion of the work.

5.4 Adequately prepare for transport, any appliances to be moved.

Unless caused by our negligence, no expenses or costs arising from matters referred to in section 5 will be our liability.

6. Ownership of the goods

By entering into this contract you confirm that:-

- 6.1 The goods belong to you; or
- 6.2 The owner of the property has given you authority to enter into this contract in respect of the goods.
- 6.3 If you are neither the owner, nor a representative as in clause 6.2, you accept responsibility to pay for any expenses or charges incurred by the owner or their representative during the move.
- 6.4 You accept liability for damage to owner (or representative) packed property, unless the box or container shows signs of external damage.

7. Postponements and cancellations

7.1 If you decide to postpone or cancel this agreement we may still charge. This will depend on the length of notice given:-

- Between 4-7 days: 50% of the total removal charges
- 3 days: 75% of the total removal charges
- 1-2 days: 90% of the total removal charges
- Less than 24 hours: 100% of the total removal charges.

8. Payment of Charges

- 8.1 Payment is to be received on completion of the work. Cash only will be accepted by our operator.
- 8.2 We have a policy of always pursuing overdue payments and associated costs through the civil courts.
- 8.3 Commercial contracts and contracts specified by us will be negotiated on an individual basis and may therefore not be subject to the conditions set out in clause 8.1.

9. Our liability for loss or damage

- 9.1 Restricted liability
 - 9.1.1 If we are not provided with a declaration of value with regards your goods or you do not require us to accept Regular Liability pursuant to clause 9.2 below, then if we lose, damage or any in any other way devalue your goods through our negligence or our breach of contract, we will pay up to £50.00 sterling for each relevant item, in order to repair or replace that item. For the purposes of this clause, an item shall be any individual article, suite, or set of goods, package, or container.
 - 9.1.2 It will be our choice whether to repair or replace the item. If the decision is taken to effect a repair we will not be liable for any depreciation in the value of the item.
 - 9.1.3 Unless the circumstance occurs due solely to our negligence, we will not be liable for the loss of, damage to, or failure to deliver the goods if this is due to any of the following circumstances:
 - 9.1.4 Fire.
 - 9.1.5 War, invasion, terrorism, rebellion and/or military coup, act of God, industrial action or other such events outside our reasonable control.
 - 9.1.6 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.
 - 9.1.7 Cleaning, repairing or restoring unless we did the work.
 - 9.1.8 Infestation.
 - 9.1.9 Electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.
 - 9.1.10 Additionally we will not be liable for any loss of or damage to:
 - 9.1.11 Any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by us.
 - 9.1.12 Money, title deeds, share certificates or similar, jewellery, watches, precious stones, securities, collections of stamps, coins, or collections of any goods of a similar kind, unless you have previously given us full information including value, and we have confirmed in writing that we will accept responsibility.
 - 9.1.13 Goods which have a relevant proven defect or are inherently defective.
 - 9.1.14 Animals and their cages or tanks including pets, birds or fish.
 - 9.1.15 Plants.
 - 9.1.16 Refrigerated or frozen food or drink.
 - 9.1.17 Unless caused solely by our negligence, we will not be liable for any costs resulting directly or

indirectly from, or as a consequence of, loss of, damage to, or failure to deliver the goods.

9.2 Regular Liability

- 9.2.1 If you provide us with a declaration of the value of your goods (at their estimated market value immediately before our moving them) and you pay a surcharge (to be determined according to the items declared and the nature of the work to be undertaken) the amount of our liability to you will be as follows:
 - 9.2.1.1 If loss or damage is caused to the declared goods due solely to our negligence or breach of contract, our liability to you will be assessed as a sum equivalent to the cost of their repair or replacement. This will take into account the age and condition of the goods immediately before their loss or damage but will be subject to a maximum liability of £10,000 (unless we have agreed a higher amount with you previously).
 - 9.2.1.2 Where the lost or damaged item is part of a pair, set, or collection, our liability to you, where it is assessed to be 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 the pair, set or collection. If our liability is assessed to be the repair of the item, it is to be assessed as a sum equivalent to the repair of the item in isolation and not the sum equivalent to the value of the restoration of the pair, set or collection.
- 9.3 Any liability under clause 9.1 or 9.2 above is expressly subject to all or any other applicable exclusions set out elsewhere in this agreement

10. Delays

Although we endeavour to keep to agreed schedules, arrival and departure times are an estimate only.

11. Damage to premises

We shall be liable for damage to premises only if caused solely by our negligence. Any damage should be pointed out to us at the time of the work being carried out; it must then be confirmed in writing within seven days (this is due to the requirements of insurers).

12. Time limits for claims

We will not be liable for any loss or damage to any goods unless any claim for loss or damage is notified to us in writing within seven days of their delivery by us, to their destination, unless you request a reasonable extension (within the seven days) to which we agree in writing.

13. Our rights to withhold or dispose of goods

We have a legal right to withhold or ultimately sell (or otherwise dispose of) some, or all of, the goods until you have paid all our charges and any other payments due as a result of this contract. These charges will include any that we have paid on your behalf. While we are in possession of the goods you will be liable to pay all storage costs and any other costs incurred as a result of our withholding your goods. These terms and conditions will continue to apply.

14. Sub-contracting the work

- 14.1 We reserve the right to sub-contract some or all of the work for which we have provided a quotation without reference to you.
- 14.2 If we sub-contract these conditions will still apply.

15. Whole agreement

These Terms and Conditions together with our quotation are intended to form the whole agreement between us and to prevail over any verbal discussions. Should we mutually agree to any variation of these terms such variation should be confirmed in writing. Any variation however agreed shall never invalidate the remainder of these Terms and Conditions.

16. Jurisdiction

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