

TERMS AND CONDITIONS OF CONTRACT

These conditions explain the rights, obligations, and responsibilities of both Parties in relation to the services provided unless otherwise agreed in writing between the Parties

1. Parties

The "Parties" to this Contract are Lloyd Removals ("Us" or "We" or "Remover") and the person, entity, or Company named on the quote and/or invoice who requests the service/s (the "Client" or "You").

2. Definitions

- a) "Work" means removal, transportation, lifting, handling, packing/unpacking, storage, and any other services provided by Us to You;
- b) "Premises" means the place(s) where the Work is to be performed or the goods stored;
- c) "Equipment" means anything used by Us to complete Our Work;
- d) "Contract" means the contract for the supply and acquisition of the Work; and
- e) "Terms" means the standard terms of purchase set out in this document and any additional terms agreed in writing between the Parties; and
- f) "Storage Provider" means Greenspace Storage, East Moor, Greenpark Business Centre, Goose Ln, Sutton-on-the-Forest, York YO61 1ET.

3. Status

We are not a Common Carrier and do not contract as such.

4. Quotation and Price

4.1 Unless otherwise agreed in writing:

- a) The Quotation will remain open for acceptance for 14 days from the Quotations date.
- b) Where the Quotation is for a fixed price, the Remover is entitled to change the price after acceptance, if, due to circumstances beyond its control, the work against which the original price applied, changes.
- c) If, during the performance of the Contract, the work changes through factors beyond the Remover's control, the Remover is entitled to change the price to reflect the changes in the work.

4.2 The Quotation constitutes an offer by the Remover to acquire the Work subject to these terms.

5. Work Excluded from the Quotation

Unless otherwise agreed in writing the following work shall be excluded from the quotation and the Contract:

- a) The packing and/or unpacking of goods before and after a removal.
- b) The dismantling and/or re-assembly of furniture, fixtures, or fittings.
- c) The disconnection, preparation for transit, and re-connection of any electrical apparatus or equipment.
- d) The removal and/or relaying of carpets, blinds, curtains, and any removals/re-affixing of any wall mounted fixtures and fittings.

The Remover may be willing to carry out any or all of the services above for an additional agreed price.

6. Delays

The Remover will use all reasonable endeavours to perform the work within or at the agreed time. It will, however, not be liable for any loss or damage, whether direct or indirect, or a consequential nature resulting from its failure to perform the work within the agreed time. If the Remover is delayed in completing the work as a result of circumstances beyond its control, you agree to grant an extension of time for the work to be completed and further agree to pay any additional charges emanating from the provision of additional resources.

7. Client's Warranties

The Client undertakes and warrants

- (1) That he is the owner of the goods to be removed or stored.
- (2) That if he is not the owner of the goods, he is authorised by or has the consent of the owner to enter into this contract.
- (3) That there is proper and suitable access at all appropriate times to his premises to enable the Remover to carry out the work described overleaf.
- (4) That he shall be solely responsible for the safety and security of all the goods up to the point of departure from the collecting address and as from the point of arrival at the delivery address.
- (5) That he shall be solely responsible for the safeguarding of all the Remover's packing cases and any other removal equipment during such time as the same time are at the collecting address or at the delivery address during the removal operation.
- (6) That he will obtain at his expense all documents necessary for the removal to be carried out.
- (7) That he will arrange and pay for any necessary parking facilities for the Removers vehicles.
- (8) That he will not submit for his removal and storage any dangerous or toxic article or substance or which is likely to encourage vermin or other pests or likely to cause or transmit any infectious or contagious disease.
- (9) To ensure that there is an authorised signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collections or delivery of goods.

8. Payment by Client

- (1) Unless previously agreed in writing, the Client must pay an initial deposit of 50% of the total invoice not less than 7 days before the agreed start date for all removal services with the remaining 50% to be paid on the date of completion and in any event must pay the full invoice amount on the date of completion of the work.
- (2) If the Client does not pay within 30 days, the Client shall pay interest on any outstanding balance at the rate of 2.5% per month (both before and after judgment) from the due date for payment until the outstanding amount has been paid in full.
- (3) Set-off. The Client shall not be entitled to withhold any part of the agreed price on the ground that he has a claim against the Remover arising out of this or any other contract.

9. Postponement of removal

By way of liquidated damages the Client agrees to pay the following sums in the event of his postponement of the removal:

- (1) If notification of postponement is received between seven to ten working days before a removal, a sum representing 15% of the removal charges.
- (2) If the notification is received less the seven working days before removal, a sum representing 20% of the removal charges.
- (3) If Client does not stipulate a new date for the removal within 28 days of postponement the contract will be deemed to be cancelled.

10. Cancellation of removal

By way of liquidated damages the Client agrees to pay a sum representing 50% of the removal charges in the event of his cancellation of the removal, save that if the cancellation is notified to the Remover less than 48 hours before removal the percentage shall rise to 75%.

11. Sub-contracting

The Remover reserves the right to sub-contract all or part of the removal work. If the Remover sub-contracts, he does so as the agent of the Client which means that the removal will still be carried out in accordance with and subject to these terms and conditions.

12. Inter-change and method

The Remover may at any time inter-change goods between vehicles and warehouses and may choose which route or by which means the goods shall be carried.

13. Inspection of goods and disposal of certain goods

- (1) The Remover reserves the right to open or inspect goods to ensure compliance with clause 7(8) above or in the interests of health, safety or security.

- (2) If upon opening or inspecting the goods the Remover on reasonable grounds believes that the Client is in breach of clause 7(8) above or that the goods pose a threat to health, safety or security the Remover shall be entitled (without prejudice to any other rights it may have) to dispose of the goods forthwith without compensation to the Client.

14. Lien

- (1) Goods received or held by the Remover are subject to:
- (a) a particular lien for the payment of removal charges or storage charges
 - (b) a general lien for all monies owed to the Remover for any services rendered to the Client under this or any other contract
- (2) If the lien is not satisfied within 28 days of the Remover's notification of the exercise of such lien, the Remover shall be entitled to sell the Client's goods and apply the proceeds of sale towards satisfaction of the lien.

15. Remover's Liability

- 15.1 Nothing in this Contract shall limit or exclude the Remover's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)
- 15.2 Subject to clause 15.1 the Remover shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

The Remover strongly advises the Client to review his own insurance arrangements to ensure that he holds adequate cover.

- 15.3 Except as set out in this Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 15.4 This clause 15 shall survive termination of the Contract.

16. Time limits for reporting claims

If it is believed that the Remover has been responsible for loss and/or damage to goods and/or premises, such claims must be made verbally within three working days of the alleged incident, and confirmed in writing within seven days of the alleged incident, for such claim to receive attention. Any claim brought outside these time periods will not be accepted.

17. Claim by a third party against the Remover

If the Remover is required to pay any charge, expense, damage or penalty to a third party arising out of the performance of the contract, the Client will indemnify the Remover against such payment unless it was brought about by the Remover's negligence.

18. Proper law of the Contract

These terms and conditions shall be governed by English law if the Client resided in England or Wales at the date of acceptance of the quotation or by Scottish law if at the said date the Client resided in Scotland.

19. Variation of Terms

- 19.1 No variation of these terms and conditions shall be effective unless the variation is recorded in writing and acknowledged by the other party prior to work commencing.
- 19.2 The Remover will from time to time and where necessary and/or permitted under the terms of this contract utilise a Storage Provider. Where a Storage Provider is used, all terms, requirements and conditions contained in the Storage Provider's terms and conditions are incorporated into this contract. By signing this agreement, you confirm that you have read and accept the same.

20. Address of Client

The Client must at all times keep the Remover informed in writing of his current address. Notification of change of address shall not be effective unless it is acknowledged in writing by the Remover. The Remover agrees to make this acknowledgement promptly upon receipt of notification. Any notice to the Client (under this or any other clause herein) which is made to his last known address shall be deemed to be good notice and duly served 7 days after the date of posting.

21. Inventory

Where an inventory is prepared it shall be deemed to be conclusive evidence of the Client's goods which are sorted, unless the Remover receives the Client's notification in writing of any error or omission within 7 days of his receipt of the inventory. Such notification shall not be effective unless acknowledged in writing by the Remover. The Remover agrees to make this acknowledgement promptly upon receipt of this notification.

22. Payment of storage charges

- (1) Storage charges are payable in advance. If the Client removes the goods from storage before the expiration of the 1 month period, the Remover will credit the account of the Client for the unexpired portion of such period. This allowance will not be given for periods of less than one complete week.
- (2) All charges (including removal charges) shall be paid (and any cheques cleared) before the goods are removed from storage.

23. Revision of storage charges

The Remover shall be entitled to revise the storage contract from time to time. The Remover will give the Client at least 28 days' notice of an increase in charges, such increase to take effect at the beginning of the next accounting period.

24. Termination of Storage Contract

- (1) The Client shall be entitled to terminate the storage contract by giving the Remover at least 14 days' notice in writing. The notice shall not be effective unless received by the Remover. If the Remover agrees to release the goods on less than 14 days' notice the Remover reserves the right to charge for the full 14 days period of notice.
- (2) Provided the Client is not in arrears with the payment of storage charges, the Remover shall not terminate the storage contract save on 3 months' notice in writing.

25. Handling

The Remover shall be entitled to make a separate charge for stowing or unstowing the goods, and, if the Client elects to make his own storage arrangements for the delivery or collection of goods to or from the warehouse, for receiving or handing over the same.