

**These terms and conditions will apply to all services provided by Anglo Pacific. Please read them carefully as they will form the basis of the contract between us (Anglo Pacific) and you (the customer) in the event that you accept our quotation.**

### **Introduction:**

Our quotation is based upon:

- Information provided by you;
- Our assessment of the appropriate time and resources needed to complete the services; and
- The services being carried out under the terms and conditions set out below; and
- Where applicable, the provisions of international conventions and protocols governing the transportation of goods by road, air or sea.

Please take time to read these terms and conditions. If you have any questions, please contact your Move Manager.

These terms and conditions can be varied. Any request for variations must be made in writing and sent to your Move Manager before the start of the services. A variation will only apply if we have agreed to it in writing.

Changes to the terms and conditions cannot be made once the services have started. The operational team, who carry out the services, do not have the authority to vary or amend these terms and conditions.

These terms and conditions contain terms which contain a pre-determined limits of liability for loss or damage and in some instances exclude the Contractor's liability. You should consider alternatives to mitigate the effect of the pre-determined limits of liability by arranging appropriate insurance.

Anglo Pacific is not a common carrier and does not contract as one.

## **1. DEFINITIONS**

**"Agreement"** means this Agreement between Us and You, the customer;

**"Acceptance"** means Your acceptance of Our Quotation and the Terms of this Agreement;

**"Additional Goods"** means goods that You would like Us to include in the Services which are in addition to the Goods covered by Our Quotation. If We agree to include Additional Goods in the Services they will be subsequently referred to as "Goods" (see definition below);

**"Cancellation/Postponement Waiver"** means Our agreement to waive the charges applicable if You cancel or postpone the services as set out in Condition 8;

**"Carrier"** means the shipping line, airline, or railway company used to carry the Goods for the purpose of international transit and who carry the Goods under their own terms and conditions which are governed and subject to international conventions and protocols;

**"Electronic Equipment"** includes but is not limited to; computers, laptops, tablets, mobile phones, home entertainment systems, smart hubs/devices, or external hard drives;

**"Excluded Items"**: means jewellery, watches of any type or description; trinkets, cuff links or similar dress items, sun glasses, precious stones (cut or uncut), metals/bullion, Money, deeds securities, stamps, coin or medal collections or similar, foodstuffs, pet food, contents of freezers or refrigerators', human or animal remains or ashes, furs, ivory or items made from endangered animal species, plants and animals/livestock, garden pots or ornaments which have not been properly cleaned, any Goods contaminated with soil, moss or rust which present a bio-security hazard at destination, pressurised canisters, chemicals, paint, solvents, lubricants or any Goods which in Our reasonable opinion present a health and safety risk, fire hazard, risk of leakage or infestation, or pose a risk to other customer's Goods.

**"General Average"** means a declaration by the shipping line calling for contributions for losses, costs, and expenses, including but not limited to salvage charges under a contract of affreightment such as a bill of lading or similar;

**"Goods"** means household items for non commercial use which are subject to the Services;

**"Indirect and Consequential Loss"** means loss of any of the following: use, amenity, enjoyment, contracts, business, anticipated savings, profit, earnings, rent, income, time, sales, value (actual or sentimental), or any indirect loss or damage of a financial or economic nature which has not been fully disclosed to Us in Writing by You prior to Quotation and accepted by Us in writing as a potential risk which We are prepared to accept liability for;

**"In Writing"** means written correspondence in any form including email;

**"Item"** means box and contents is one item, carton and contents is one item, parcel and contents is one item, package and contents is one item, case and contents is one item, bag and contents or similar container and contents is one item, pair is one item, suite is one item, set is one item, or thing is one item;

**"Latent Damage"** means damage that is concealed, not apparent or obvious, and includes but not limited to inherent fragility, brittleness, or instability;

**"Lien"** means the legal right to hold Goods until all outstanding charges have been paid;

**"Money"** means cash, bank and currency notes, cheques, travellers cheques, postal or money orders, bankers drafts, credit/ debit or pre-payment cards, current postage stamps, saving stamps or certificates, bonds, premium bonds, luncheon vouchers, current travel tickets, loyalty cards, season tickets, gift tokens, lottery tickets, trading stamps, gift vouchers and phone cards, stamps for the payment of television licences gas or electricity bills;

**"Operational Team"** means employees of Anglo Pacific or Our Sub-contractors or agents who carry out the Services;

**"Personal Information"** includes but is not limited to name, address, telephone numbers, e-mail addresses, credit/debit card details or such other information which identifies You;

**"Pre-existing damage"** means damage to the Goods and or Premises that is not caused by Us including, but not limited, to wear and tear or Latent Damage;

**"Premises"** means either the collection address or the delivery address or the Premises where Services are being carried out by Us. For the purposes of this Agreement and the Premises Damage Waiver, "Premises" shall also include moveable and fixed items, objects or goods within the Premises which are not subject the Services;

**"Premises Protection Waiver"** means Our agreement to waive the limits of liability in condition 14 of these Terms in relation to loss or damage to the Premises upon payment of the Premises Protection Waiver fee;

**"Quotation"** means our price and proposal for the Services;

**"Services"** means services provided by Us;

**"Storage"** means the storage of the Goods by Us;

**"Shipping Container"** means a standardised re-sealable box used for the transportation of goods by sea. There are three standard sizes 20ft (5.90 metres long), 40ft (12.03 metres long) or 45ft (13.716 metres long);

**"Store"** means Our store or storage facilities provided by Our agents or Sub-contractors;

**"Sub- contractors"** mean third parties appointed by Us to carry out all or part of the Services including but not limited to origin or destination agents;

**"Terms"** means the terms and conditions of this Agreement;

**"Transit"** means the period when the Goods are transported from one point to another and includes overnight stops and holding Goods for a short period for onward transportation;

**"Vehicles"** means the vehicles used to provide the Services;

**"We" "Us" or "Our", "Ourselves"** means Anglo Pacific International Limited and Our Sub-contractors and agents;

**"Working Days"** means Monday to Friday excluding weekends and public holidays;

**"Working Hours"** means 9am to 5.30 pm;

**"You" "Your"** means the person named on the Acceptance.

## 2. QUOTATION:

Our Quotation is based on information You have given Us and Your particular requirements.

If the information, or Your requirements change for any reason, You must let Us know as soon as possible and before We start the Services. If the changes affect the Quotation, We will let You know and if necessary issue You with a revised Quotation.

Our Quotation is valid for 28 days from the date of issue and is subject to the availability of Your preferred moving dates and Our resources.

Unless otherwise stated, in writing, Our Quotation does not include:

- i. Ferries;
- ii. Tolls;
- iii. collection from difficult access or above 1st floor level;
- iv. collection of pianos, safes and other large items requiring hoists or special lifting equipment, parking permits or dispensation;
- v. dismantling of modular furniture at destination;
- vi. customs clearance;
- vii. unpacking or delivery to residence;
- viii. duties, taxes or any sums due to government departments, such as quarantine inspection fees,

customs examination fee and x ray inspections.

- ix. demurrage, quay rent, cargo dues or container detention fees, or port charges of any description, if incurred;
- x. fumigation or steam cleaning.

We may withdraw Our Quotation at any time prior to Acceptance. If the Quotation is withdrawn it will no longer be available for acceptance and You will be notified In Writing.

This Agreement will not come into force until We have received Your Acceptance.

Our Quotation is based upon on the following assumptions:

- a. You have shown Us or provided Us with a list of all the Goods;
- b. The volume or quantity of the Goods will not exceed the volume or quantity You have shown Us or told Us about and stated in the Quotation;
- c. No Additional Goods will be added to the Goods or substituted for Goods which You have already shown Us or told Us about. If You add or substitute Goods with Additional Goods You must tell Us and We will provide You with an additional Quotation for the Additional Goods if ,in Our reasonable opinion, the inclusion of the Additional Goods will increase the volume limit or the cost of the Services;
- d. We will have free unrestricted access to the Premises and the Services can be completed in the time allowed;
- e. The Goods are in a clean and hygienic condition and made ready by You for collection in accordance with this Agreement;
- f. The Premises are in good condition and state of repair and present no hazards to the Operational Team carrying out the Services.

Additional charges may apply in the following circumstances:

- 1) The Services do not commence within 28 days from the date of Acceptance;
- 2) Our costs change due to changes in currency exchange rates;
- 3) Customs duties, port charges (including but not limited to)demurrage (terminal storage charges/rent), inspections, fumigation/cleaning costs, x-ray inspections, or any fees or taxes payable to government bodies or agencies are payable;
- 4) We have given You a price for redelivery from Store within Our Quotation and the redelivery from Store has not taken place within 6 months from the date of Acceptance;
- 5) Our costs change due to, but not limited to, changes in taxation, freight, fuel, ferry or toll or congestion charges, or for any reasons beyond our control;

- 6) The Services are carried out on a Saturday, Sunday, or public holiday or outside normal Working Hours;
- 7) We deliver the Goods above the ground and first upper floor;
- 8) You request inspection, collection, or access, to Your Goods whilst they are in Storage;
- 9) We provide additional Services to those covered by Our Quotation, including but not limited to, moving or storing Additional Goods;
- 10) You have not disconnected or dismantled the Goods where necessary, to make them ready for Transit/Storage;
- 11) The Premises do not have reasonable access/egress for the Goods and will not allow the free movement or manoeuvring of the Goods within the Premises without risk of injury to the Operational Team, or others, or loss or damage to the Goods or Premises;
- 12) You have not told Us about particular difficulties We might encounter in removing large, heavy, fragile, or valuable Goods which require removal from the Premises where the access/egress to the Premises has been altered since the Goods were originally placed in the Premises;
- 13) The Goods cannot be removed from or delivered to the Premises without the need of equipment, structural alteration, or additional resources;
- 14) The approach road, drive, or hard standing at the Premises is unsuitable for Our Vehicles or the Vehicle delivering the Shipping Container and/or We cannot load or unload within 20 metres of the entrance to the Premises. You agree to tell Us if the approach road, drive, or hardstanding is not suitable for the Vehicles or the Shipping Container;
- 15) Access/egress to the Premises is controlled by automatic gates or entrances and You have not arranged the gates or entrances to be open during the course of the Services so that We have unhindered access/ egress to the Premises for the full duration of the Services;
- 16) You have not arranged for parking for the Vehicles outside the Premises or for any parking restrictions to be lifted;
- 17) The Services cannot be completed within the time allocated due to Us not having access or delayed access to the Premises;
- 18) If Goods are left behind at the Premises or Goods are removed from the Premises in error (see condition 5 Your Responsibility sub paragraph h and 5 Your Responsibility sub paragraph I below);
- 19) If You ask Us to dispose of any Goods which You no longer require or We incur disposal costs in relation Goods which have not been collected from Store at Our

request;

- 20) We are required to pay congestion charges, parking or other fees or charges to carry out the Services;
- 21) There are delays, events or circumstances outside Our reasonable control which increase or extend the resources or time allowed to complete the Services;
- 22) We agree in writing to the increase Our limits of liability set out in Condition 13.

Please note Additional Charges will vary and cannot be calculated in advance. We will tell You what the Additional Charges will be. If You do not accept the Additional Charges then We will only carry out the Services so far as We are able to in accordance with the Quotation. We will not be liable for any loss or damage, cost or expense You incur arising from our failure to collect or deliver any Goods or any of the Services if agreement cannot be reached in regards to Additional Charges.

### 3. EXPORT AND IMPORT DOCUMENTATION

You agree:

- a. To obtain, at Your expense, all documents, permits, permissions, licences, official approvals, customs documents necessary for the Services to be completed. We shall not be liable to You or to any other person for any loss or damage or delay arising from non-compliance with export/import controls, restrictive measures or embargoes or resultant delays ;
- b. That the Goods maybe subject to security screening which could include the use of x-ray, explosive trace detection, drug or narcotic detection and other screening methods. You accept and consent to the Goods inspection and examination;
- c. We can share information, including but not limited to Your Personal Information, with origin or destination agents, customs or government authorities in order to carry out the Services.

### 4. WORK NOT INCLUDED:

Unless included within Our Quotation We will not:

- a. Dismantle or assemble self assembly or flat pack furniture of any kind unless:
  - i. We have included this Service in the Quotation; and
  - ii. You have given Us the manufacturers assembly instructions and tools.

Given the nature of self assembly/ flat pack furniture We shall not be liable for any loss or damage caused to self assembly/ flat pack furniture either during dismantling or reassembly;

- b. Disconnect, re-connect, dismantle, re-assemble, uninstall or install household appliances or electrical Items or

Goods of any description;

- c. Remove or deliver or attempt to remove or deliver, dismantle partially or fully, any Item or Goods which is too large, heavy, or cannot be moved due to restricted space within the Premises. If an Item is too large, heavy or cannot be moved due to restricted space, the Item will be left at the Premises and We will have no further liability or responsibility for the Item. If it cannot be delivered it will be returned to Our Store and You will be given the option either to:
  - i. enter into a new contract with Us to deliver the Item to another address where delivery can be completed or;
  - ii. enter into a Storage contract with Us; or
  - iii. make arrangements for its collection from our Store. Hand out from Store charges will apply.

In the absence of You agreeing to any of these three options, We will assume that the Item has been abandoned and You no longer want the Item. We will give You 3 months notice to remove the Item from our Premises. If You fail to comply with the notice We will dispose of the Item at Our discretion and You will be liable for any costs We incur in relation to the disposal of the Item. We reserve the right to charge a reasonable Storage charge for holding the Item for the 3 month notice period.

- d. Disconnect or reconnect Electronic Equipment unless:
  - i. We have included this Service in the Quotation; and
  - ii. You have given Us the manufacturers instructions;
- e. Dismantle and reassemble gym or fitness equipment of any kind or description unless:
- f. Take down or put up fixtures or fittings such as, but not limited to, curtains or blinds;
- g. Take up or lay floor coverings;
- h. Move items from a loft/attic, unless
  - i. the loft/attic has safe and secure access,
  - ii. is properly illuminated and
  - iii. fully boarded or floored;
- i. Move or Store Excluded Items;
- j. Dismantle or assemble garden furniture, outdoor play equipment, sheds, greenhouses, garden shelters, satellite dishes or similar;
- k. Remove planters, stone garden ornaments, bricks or

paving slabs;

- l. Inspect, clean, fumigate or treat any of the Goods to remove any soil, or rust or other material which is considered to be a bio-security hazard in the destination country. You are responsible for ensuring that the Goods are clean, hygienic, and in such a suitable condition for handling, transit and storage. See condition 5 Your Responsibility p) below;
- m. Arrange the disposal of any unwanted Goods on Your behalf. If We do agree to dispose of unwanted Goods, You agree to pay additional charges in accordance with Condition 2 Quotation sub paragraph 19) above.

The Operational Team are not authorised by Us, or qualified, to carry out any of the work described above in 4 a) – m) above. Please do not ask them to carry out any of this work either officially, as a favour or by private arrangement. This work should be undertaken by qualified persons. Payment of any form of tip or gratuity to the Operational Team or a member of the Operational Team, to carry out a favour or work which is not covered by the Quotation is a private arrangement between You and the individual(s) concerned. You agree that We have no liability arising from any such private arrangement.

## 5. YOUR RESPONSIBILITY

You agree to:

- a. Provide Us with complete and accurate information regarding the Goods, including but not limited to the weight, volume and quantity of the Goods and details of any specialist handling/storage which may be required;
- b. Provide Us with complete and accurate information in regards to any changes or alterations to the Premises which may effect the removal or delivery of Items;
- c. Provide Us with complete and accurate information regarding the Premises including but not limited to:
  - i. parking arrangements or restrictions for the weight, size, and parking of commercial vehicles;
  - ii. whether the access road or drive is shared with third parties or neighbours (who may require access to their own properties whilst the Services are being provided);
  - iii. difficulties with regard to road access to the delivery address;
  - iv. the presence of obstacles such as, but not limited to, low tree branches, steps, uneven ground, electricity or telephone cables, narrow or restricted access into the Premises; and
  - v. whether floor protection is required for wooden or laminate floors.
- d. Obtain consent from neighbours or third parties who own or have rights to shared drive ways, rights of way, access roads or footpaths, for Us to use the drive way, right of way, access road or footpath in order to carry out the Services;
- e. Ensure that pets such as dogs or cats are kept in a secure part of the Premises away from the Operational Team's activities so that they do not present a health and safety hazard or disrupt the Services in any way;
- f. Point out to the Operational Team any hazards which may pose a risk to the Operational Team's health and safety while they are on the Premises;
- g. Be present or represented at all times throughout the collection and delivery of the Goods;
- h. Check the Premises so that nothing to be removed is left behind in error. We will not be liable for Goods that are left behind. If Goods are left behind and collection is necessary, this will be at an additional cost to You. See Condition 2 Quotation sub-paragraph 18 above;
- i. Check the Premises to ensure that nothing to be left behind is removed. If any Goods are removed in error You agree to pay for the return of the Goods See Condition 2 Quotation sub-paragraph .18 above;
- j. Arrange protection for the Goods left in unoccupied or unattended Premises or where other people, including but not limited to, tenants or workmen are or will be present;
- k. Ensure that inventories, receipts, job sheets, or other documents are signed by You or Your authorised representative;
- l. Be fully responsible at all times during the Services for the safekeeping and security of Your Money, Jewellery and valuables (including items which have sentimental value to You). We recommend that such items are not kept on the Premises during the Services to ensure that they are not packed or removed in error;
- m. You will not offer for Transit or Storage Excluded Items;
- n. Ensure that all the Goods are made ready for Transit/Storage and are in a suitable condition to be transported or stored. Any Goods which are not, in Our reasonable opinion, ready for Transit/Storage will be left at the Premises until You have made them ready;
- o. Prepare adequately, and stabilize all appliances' and Electronic Equipment prior to their removal;
- p. Ensure that Your Goods are not, in Our reasonable opinion, dirty or in an unhygienic condition, or in a condition likely to attract vermin or other pests. We may refuse to remove/Store such Goods without any liability to You.

You agree to pay Us for any loss or damage incurred by Us or by anyone else, including other customers, as a result of the presence of such Goods.



If, in Our reasonable opinion, the presence of dirty or unhygienic Goods pose a risk of infestation or loss or damage, You will be asked to collect such Goods otherwise We reserve the right to dispose of them and You will pay Us for any costs incurred in their disposal. See Condition 2.19 above;

- q. Empty and defrost refrigerators and freezers. We are not responsible for their contents or for any loss or damage to the contents caused by defrosting or changes in temperature;
- r. Ensure that all domestic and garden appliances including but not limited to washing machines, dishwashers, fridges, freezers hose pipes, liquid fuel garden equipment or machinery or similar, are clean and dry and have no residual fluid left in them;
- s. Provide Us with a correct and current:
  - i. Postal address;
  - ii. e-mail address,
  - iii. Mobile telephone number; and
  - iv. Landline telephone.
- t. Pay all:
  - i. customs duties or any fees or taxes payable to government bodies or agencies.
  - ii. port charges, including but not limited to, demurrage (terminal storage charges)/rent
  - iii. inspection charges,
  - iv. fumigation charges,
  - v. cleaning costs,
  - vi. x-ray inspections, or any fees or taxes payable to government bodies or agencies.

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 Your failure to discharge these responsibilities listed above.

## 6. OPERATIONAL TEAM:

You agree:

- a. to allow the Operational Team to carry out the Services without hindrance or interference;
- b. to allow the Operational Team into the Premises without having to remove their footwear;
- c. We can change the members as Operational Team during the Services as and when required.

It is assumed that for the purposes of the carrying out the Services, the Operational Team will have unrestricted access to all parts of the Premises unless You have advised Us differently. If there are parts of the Premises where You do not

wish the Operational Team to enter, You must clearly identify the rooms or parts of the Premises where the Operational Team are not permitted and advise them before the Services commence. It is Your responsibility to advise any other members of the Operational Team, who were not in attendance at the start of the Services, of the areas within the Premises where access is restricted or prohibited.

We reserve the right to suspend/and or terminate the Services without liability to You if;

- i. the Operational Team encounter threats, abusive behaviour or language, intimidation or bullying in the course of carrying out the Services from You or any third party; or
- ii. the Operational Team are, in Our reasonable opinion, being hindered in carrying out the Services to such a degree that it will significantly affect the completion of the Services within the allotted time; or
- iii. in Our reasonable opinion the condition of the Premises is in a poor state of repair/condition or structurally unsafe, or in an unhygienic condition.

## 7. OWNERSHIP OF THE GOODS:

By entering into this Agreement You agree that:

- a. the Goods are Your own property;
- b. You, the person named on the Acceptance, are the only person who has authority to give Us instructions under this Agreement. We will not accept instructions from any other person unless You have provided Us with Your written authorisation to deal with them on Your behalf;
- c. the Goods are free from any legal charge ( for example, a right held over the item by a third party such as a finance company or bank);
- d. the Goods are free from any claim from a third party (ownership is not disputed);
- e. where the Goods are not Yours, You have the full authority and consent of the owner or anyone having a legal interest in the Goods to enter into this Agreement;
- f. You have given the owner or anyone having a legal interest in the Goods a copy of these Terms and they have agreed to be bound by them;
- g. if at any time following the completion of the Acceptance, another person has or obtains an interest in the Goods, You must advise Us of the name and address in writing immediately;
- h. You will provide Us with a full indemnity and pay Us in respect of any claim for damages and/or costs brought against Us by the owner or a third party who claims to have a legal interest in the Goods or claims ownership over them.

If You wish to transfer the responsibility of this Agreement to a third party You must advise Us in writing, providing Us with the full name and address of the third party. We will issue a new contract to the third party. Your responsibilities under this Agreement will continue until such time as We receive a completed Acceptance from the third party.

### 8. CHARGES IF YOU CANCEL OR POSTPONE:

If You postpone or cancel the Services, You agree to pay cancellation or postponement charges according to how much notice You give Us. The charges are as follows:

- a. More than 10 Working Days – no charge;
- b. Between 5 -10 Working Days inclusive before the Services were due to start no more than 30% of the price for the Services;
- c. 5- Working Days or less before the Services start no more than 60% of the price for the Services;
- d. Within 24 hours of the start of the Services, not more than 75% of the price of the Services;
- e. On the day of the Services are due to start 100% of the price for the Services.

#### Optional Cancellation/Postponement Waiver:

We agree to waive (the Waiver) the Cancellation/Postponement charges stated above if You pay the Cancellation/Postponement Waiver fee as stated on Our Quotation.

The Waiver is conditional upon the following:

- i. The Cancellation/Postponement Waiver Fee must be paid in advance of the commencement of the Services; and
- ii. The offer of the Waiver lapses and is no longer available for acceptance after We have started the Services; and
- iii. We must receive written notice of Your intention to Cancel/Postpone no later than 5pm on the preceding Working Day before the Services commence.

Each Cancellation/Postponement Waiver Fee allows you one cancellation/or postponement. If You need to reschedule the Services You can pay for another Waiver for the re-scheduled Service.

### 9. PAYMENT:

You agree to pay Our charges by cleared funds in advance of the Services, at least seven (7) Working Days before the start of the Services.

#### Services paid for by a third party

If the Services are to be paid for by a third party such as your employer for example, You must provide Us with a letter of

authority from the third party on letter headed paper confirming that they will be responsible for Our charges and that they agree to Our payment terms as set out in this Agreement.

You agree that You will be responsible for Our outstanding charges if We do not receive payment from the third party as invoiced.

#### If Our charges are not paid

The Service will not be provided if payment is not received.

We reserve the right to suspend the Services at any time until such times as all outstanding charges have been paid.

### 10. ROUTE AND METHOD:

You agree that:

- a. We can choose the route or method by which We carry out the Services;
- b. The loading of the Vehicle or Shipping Container will be a matter for Our Operational Team's professional judgement and they will decide the order and method in which the Goods are loaded and unloaded from the Vehicle;
- c. We may load the Goods into the Shipping Container at Our Store;
- d. We may load Goods for Storage into Storage containers at Our Store;
- e. We may remove Goods from the Shipping Container or Storage containers at the Store for redelivery;
- f. Goods packed in crates or similar containers may be removed from the crates/ containers before delivery;
- g. Goods to be packed into crates or similar containers may be taken to the Store to be crated;
- h. We can transfer the Goods between Our Stores/branches and between Vehicles at Our discretion;
- i. Unless specifically stated in Our Quotation, We may use spare capacity on Vehicles to transport other customers Goods.
- j. Goods which are to be shipped under our Groupage Service will be consolidated with other customer's Goods destined for the same destination country and will be shipped when the Shipping Container has reached reasonable capacity;
- k. The Carrier can choose the route, port of departure or entry; make changes to its advertised routes, transit times or departure or arrival dates. Any change made by the Carrier will not be a breach of this Agreement and We shall not be liable to You for any changes;
- l. In accordance with international shipping practice, if a carrying vessel gets into distress and the Carrier declares General Average, You will be responsible for any costs,

expenses or contributions requested by the Carrier.

### 11. SUB-CONTRACTING:

You agree that We can use Sub-contractors to carry out the Services.

The Terms of this Agreement will apply to any Services carried out by Our Sub-contractors.

### 12. ADVICE AND INFORMATION

We will use Our reasonable endeavours to provide You with up to date information to assist You with the export/import of Your Goods. Information such as, but not limited to, national or regional laws or regulations are subject to change or interpretation. Any advice provided by Us is provided in good faith and based on current knowledge or understanding. It is Your responsibility to seek advice and verify the accuracy of any information provided by Us.

### 13. OUR LIABILITY FOR LOSS OR DAMAGE TO THE GOODS:

Explanation why We have a pre-determined limit of liability in regard to the Goods:

The law says that in the event of loss or damage caused by Our negligence or breach of contract, You would be entitled to be compensated for either the cost of repair or, if the Item cannot be repaired, compensation based on the market value of the Item. Market value takes into account the Item's age, condition, and any wear and tear. We are not be liable for the cost of replacing the Item as new.

We do not know, the market value of Your Goods, whether a particular Item holds sentimental value to You, or what it would cost to repair it. Therefore for the price of the Services, We are prepared to accept a pre-determined sum per Item which is set out below. If You feel the figure is too low, We are prepared to negotiate a higher limit per Item in return for a higher price for the Services as We will be agreeing to accept more risk. Alternatively You can insure Your goods under open cover offered by a third party insurer. Details of the insurance are provided with Our Quotation.

#### Pre-determined limits of liability:

You agree that, at the time of entering into this Agreement, the agreed limit per Item is a reasonable pre-determined estimate of the market value of Your Items and, If We are negligent or in breach of contract, We will pay You:

- a. up to £40 for each Item either lost or damaged; or
- b. A higher limit of liability agreed with You in Writing before the start of the Services and subject to You agreeing to pay a higher removal charge.

### INSURANCE:

We recommend to all our customers that they should insure their Goods against international transit risks. Our customer's have access to insurance cover provided by a specialist insurer, The Baxendale Insurance Company DAC (Baxendale) . Baxendale International Transit Insurance policy provides cover for transit by road , rail, sea and air and while the Goods are held in Store

The cover offered by Baxendale is "All Risks" so it will provide cover, subject to policy terms and conditions, for "All Risks" unless the risk is specifically excluded under the policy. Full details of the cover offered by Baxendale is set out in the Guide to International Transit Insurance which can be accessed by clicking on the link in the e-mail sent with Your Quotation or by visiting our web-site. Alternatively You can ask your Move Manager to send You a copy.

If You decide to take up the offer of insurance with Baxendale, the insurance will form a separate contract between You and Baxendale and does not form part of this Agreement.

### 14. LIMITS OF LIABILITY FOR PREMISES:

Explanation why We have a pre-determined limit of liability in regard to the Premises:

The law says that in the event of loss or damage caused by Our negligence or breach of contract, You would be entitled to be compensated for the cost of repair to the damaged area taking into account age, condition, wear and tear and any pre-existing damage. We are not liable for the cost of redecoration of areas in the Premises which are not damaged.

We do not know what the potential costs of repair would be. Therefore, for the price of the Services, We are prepared to accept a pre-determined sum per Premises which is set out below. If You consider the figure is too low, We are prepared to increase the limit under the terms of the Premises Protection Waiver, see below and the Guide Premises Protection.

Pre-determined limit of liability for loss or damage to the Premises

If We are negligent or in breach of contract causing loss or damage to the Premises, Our liability to You is limited to £75 per Premises.

You must notify Us of any loss or damage to the Premises by noting the loss or damage on the job sheet/delivery sheet as soon as practicably possible after the loss or damage occurs.

You agree to allow Us a reasonable opportunity to inspect any alleged damage and to give Us prior notification of Your intention to carry out repairs and the cost of such repairs.

#### Premises Protection Waiver:

If You consider the contractual limit of liability of £75 is too



low, We offer a higher limit of liability under the Premises Protection Waiver, full details of which can be found in the guide to Premises Protection Waiver which can be accessed via a link in the email sent with the Quotation. Alternatively you can access the Premises Protection Waiver guide on the Anglo Pacific website or request a copy from Your Move Manager

Please note Premises Protection Waiver is not insurance. It is an agreement with Us to have a higher limit of liability under this Agreement.

If You do not accept the offer of the Premises Protection Waiver or You do not pay the Premises Protection Waiver fee Our liability for loss or damage to the Premises will not exceed £75 per property.

#### **15. LIABILITY IN RELATION TO CLAIMS RELATED TO THE SERVICE WHICH DO NOT FALL UNDER CONDITIONS 13 and 14 ABOVE AND WHICH DO NOT RELATE TO DEATH OR PERSONAL INJURY:**

In the event that We fail to provide You with a particular part or parts of the Service, our liability will be limited to the refunding You that part of the Service that was not provided. Any amount We agree to pay You under this Condition 15 will be a fair and proportionate amount to reflect the element of the Services that was not provided.

We will not be liable to You for a full refund unless You have paid in advance and We have failed to provide any Services whatsoever.

#### **16. EXCLUSIONS OF LIABILITY**

You agree that We will not be liable to You for:

- a. Loss or damage caused by fire.
- b. Goods not packed by Us;
- c. The cost of replacing Goods as new (see condition 13 Our Liability for Loss Or Damage To The Goods above);
- d. Excluded Items (see condition 1 Definitions)
- e. Latent Damage (see condition 1 Definitions)
- f. Pre-existing damage to the Goods;
- g. Lack of maintenance to the Goods;
- h. Incompatibility of Electronic Equipment or appliances with power supplies, transmission signals, or similar. It is Your responsibility to ensure that Your Electronic Equipment and appliances are compatible;
- i. Electrical or mechanical failure or derangement, unless directly attributable to obvious external physical damage that has occurred as a result of Our negligence or breach of contract;
- j. Any reduction in value or depreciation arising from damage or subsequent repairs or restoration. For the avoidance of doubt We are agreeing to provide the Services on the understanding that the Goods are non-commercial goods for domestic use only and the Goods have no commercial value and have not been offered for sale by public auction or privately prior to entering into this Agreement;
- k. Loss or damage by cleaning, fumigation, repairing, or restoring;
- l. Costs or expenses incurred by You in the preparation and submission of any claim made under this Agreement or under any policy of insurance;
- m. Gradual deterioration of the Goods including but not limited to, wear and tear, discolouration, loosening of joints, deterioration of glue, paint or varnish, fading, shrinkage, movement;
- n. Loss or damage caused by mould, mildew, fungus, or dampness, caused by changes in ambient temperature;
- o. Loss or damage caused by changes in atmospheric conditions including but not limited to rusting, tarnishing, fading, corrosion, shrinkage, expansion, warping, movement, splitting, gradual deterioration or mustiness;
- p. Goods seized or inspected or examined by police, customs, or other legal, local or government enforcement agencies;
- q. Loss or damage caused by insects, vermin, birds, or natural infestations;
- r. Inherent defects or Latent Defects in the Goods, or faulty design or manufacture;
- s. Indirect or Consequential Loss (see Condition 1 Definitions);
- t. Any delay or failure to perform the Services as a result of circumstances outside Our control including but not limited to:
  - i. Acts of God, earthquakes, cyclones, hurricanes, storms, flooding, tsunamis, disease fog snow or frost;
  - ii. An act of Force Majeure including but not limited to,

war (either declared or not), acts of public enemies, civil unrest, terrorism, strikes, embargoes hijacking, piracy, pandemic;

- iii. Fire
- iv. National or local disruption in sea, air, or ground transportation networks such as but not limited to port congestion or container shortages;
- v. Mechanical breakdown or failure of modes of transport equipment or machinery;
- vi. Any criminal acts by third parties including, but not limited to arson, theft, cyber attacks on computer, communication or IT systems;
- vii. Your acts and omissions or the acts or omissions of third parties;
- viii. Any act or omission by customs, security, law enforcement agencies, local/national government officials or authorities or the Carrier;
- ix. Road works, road traffic accidents; or
- x. any other events outside our reasonable control.
- u. No member of Operational Team shall be separately liable to You for any loss, damage, miss-delivery, errors or omissions under the Terms of this Agreement.
- v. Subject to this Condition 16, Our liability to You will end upon handing over the Goods from Our Store or upon completion of Transit/delivery.

## 17. TIME LIMITS FOR REPORTING CLAIMS

Reporting loss or damage in Writing as soon as possible is important as any delay may prejudice Our attempts to locate any missing items or establish how or when an Item was lost or damaged and whether We are liable.

- a. Collection from Store:

If You or Your authorised representative collect the Goods from Store, 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 shall not be liable.

- b. Delivery to the Premises:

You must advise Us In Writing of any loss or damage within 7 (seven days) of delivery by Us.

We may agree an extension of time for reporting the claim if We receive a written request from You before the start of the Services. Any extension to the time limit for reporting claims will be subject to Our discretion, and maybe subject to additional terms or conditions being met, but will not unreasonably withheld.

An extension beyond 7 days will not be granted if You request that:

- i. We do not unpack; or
- ii. You decline the offer of assistance in unpacking.

## 18. MAKING A CLAIM:

All claims must be made within the times limits as stated in Condition 17 Time Limits For Reporting Claims above.

You agree:

- a. We may make such enquires as We consider necessary to satisfy Ourselves of the validity of the claim and to establish whether We are liable for the claim;
- b. We may take a reasonable amount of time to undertake Our enquires into the circumstances of the claim and where necessary to conduct searches for Items reported as missing;
- c. to co-operate with Us in Our enquiries, as is reasonable in the circumstances, and to provide any additional information We may reasonably require;
- d. to provide any relevant information about the Goods such as, but not limited to, proof of value, proof of ownership, estimates for repair costs, receipts, photographs including photographs' taken at our direction, video footage, and serial numbers, in order to substantiate Your claim;
- e. to retain packaging or other evidence if requested;
- f. To allow Us or Our agents to collect Items for inspection or assessment by a restorer or third party;
- g. Damaged Items should not be disposed of until We have had a reasonable opportunity to inspect, if We consider inspection necessary.

## 19. TRANSIT TIMES AND DELAYS

Estimated transit times or estimated times of arrival are not guaranteed and are based upon information provided by the Carrier and Our experience of shipping Goods to a particular destination.

Transit times may be affected by a number of factors such as, but not limited to, fluctuations in traffic to a particular destination, shipping container shortages, weather, shortage of drivers, port congestion, changes in departure dates or times and changes to routes made by the Carrier.

Groupage consignments will be held until sufficient volume of consignments have been consolidated before Transit can proceed.

Weekend days, public holidays, bank holidays, delays caused by, customs, non compliance with security or import requirements or events beyond Our control are not included when We quote estimated transit times, times of arrival or door to door delivery times.

Other than by reason of our negligence or breach of contract, We will not be liable for any delays in carrying out the Services.

**20. DELIVERY AT DESTINATION**

If through no fault of Ours, We are unable to deliver the Goods to Your Premises, We will take them into Store. At that stage this Agreement will then be fulfilled and any additional service including Storage and delivery from Store will be at an additional charge. You will have the option of instructing Us to redeliver Your Goods at Your expense or arranging for the Goods to be collected in which case We will charge You a hand out from Store fee.

**21. RIGHT TO HOLD THE GOODS (LIEN)**

If any of Our charges are not paid We may apply a right of Lien on the Goods until all our charges are paid.

While the Lien is in place these terms and conditions will continue to apply.

You will be responsible for, and will pay any administration charges, costs, legal costs and expenses We incur in obtaining payment from You of any outstanding charges.

We reserve the right to charge interest on a daily basis calculated at 4% above the prevailing rate for the time being of the Bank of England.

**22. RIGHT OF SALE**

If You fail to pay our charges We will serve you with a notice of termination (the Notice) at Your last known address. The Notice will require You to remove your Goods from Our Store and pay all outstanding charges within 3 months from the date of the Notice . If You fail to comply with the Notice We reserve the right to sell or dispose of the Goods without further reference to You. Any proceeds of sale will be credited to Your account or against other payments due to Us from You including but not limited to all outstanding charges, insurance premiums, costs, including any legal costs, fees, or expenses incurred by Us in relation to the sale and disposal of the Goods.

Any surplus proceeds will be paid to You without interest once all Our charges have been cleared.

You agree that We have no knowledge as to the value of the Goods or whether the Goods are of such unique, collectable, or unusual nature that they should be sold by a specialist auctioneer. In the event the Goods are offered for sale, they will be sold through auctioneers who deal with general household items.

It is Your responsibility to notify Us in Writing if there are any Items which You believe to be of high value or require sale through a specialist auctioneers. If You fail to do so We will not be liable for any loss You incur as a result of the Items being sold for less than their correct or anticipated market value.

Any Items which cannot be offered for public auction, or unsold items (Unsold Items), will be disposed of without further notice to You. We shall not be liable for any claim for loss or damage in respect of the disposal of Unsold Items.

You will be responsible for any costs fees or expense We incur in the disposal of Unsold Items.

**23. DISPUTE RESOLUTION:**

If You have a complaint about Our Service then please tell Us as soon as possible by telephone and confirming your complaint In Writing.

Please tell Us:

- i. Your full name;
- ii. The collection/delivery addresses;
- iii. The dates when the Services were provided;
- iv. Your reference number;
- v. What has gone wrong/ the reason for your complaint;
- vi. What You want Us to do to put it right;

We will review Your complaint and send you a detailed response.

Where possible, We will try to resolve Your complaint on the basis of the information You have provided. In some circumstances We may ask You for additional information. You agree to provide Us with such additional information.

If You remain dissatisfied with Our response, You can ask for the matter to be reviewed by a senior manager. If You remain dissatisfied with the response from the senior manager you can ask for Final Viewpoint Letter to be issued.

If the matter remains unresolved the dispute/complaint can be referred to an independent appointed Ombudsman appointed and approved by our trade association, the British Association of Removers.

Copies of the full complaints procedure are available upon request or from our web site

[www.AngloPacific.co.uk](http://www.AngloPacific.co.uk) .

Both parties agree that the discussions or negotiations regarding the resolution of the complaint will be carried out in good faith, and with mutual respect for the other parties' position.

We reserve the right to suspend discussions regarding Your complaint if We are subjected to unacceptable behaviour such as, but not limited to, personal abuse, foul or offensive language, threatening or intimidating behaviour, personal derogatory remarks, inflammatory statements, or unsubstantiated allegations.

Our complaints procedure does not prejudice your rights to issue court proceedings should You wish to do so however, Your decision not to follow the complaints procedure or the alternative dispute resolution scheme offered via the British Association of Removers may affect Your claim for legal costs arising from the court proceedings.

**24. PERSONAL INFORMATION:**

Your Personal information will be processed by Us in accordance with prevailing Data Protection legislation and Our Privacy Policy which is available on Our website [www.AngloPacific.co.uk](http://www.AngloPacific.co.uk).

You agree that We may use and share Your Personal Information with others in order to:

- a. Carry out the Services;
- b. Arrange insurance on Your behalf;
- c. Assist Your insurers in the investigation and processing of Your claim under the insurance;
- d. Recover outstanding charges;
- e. Processing any Claim or complaint arising under this Agreement;
- f. Prevention or detection of crime.

Please be aware that law enforcement agencies including customs and other authorities may request the disclosure of information in order to inspect or examine the Goods and/or prevent or detect crime.

When providing Personal Information about others who may be in receipt of the Services or who may be directly or indirectly affected by the Services, including but not limited to, the purchaser of Your property, the vendor of the delivery address, Your neighbours or others who may live at the Premises, You confirm that You have their consent to supply Us with their Personal Information.

**25. WHO CAN GIVE US INSTRUCTIONS?**

We are unable to accept any instructions from anyone other than You, the person named on the Acceptance. If You wish a third party to act on Your behalf, We will require evidence that they have Your express authority to do so. Such evidence could be in the form of a power of attorney or other written form of authority.

**26. STORAGE: ADDITIONAL CONDITIONS:**

The following conditions apply if We are providing You with Storage.

Address for communications:

You agree:

- a. To provide a correct and up to date postal address; and
- b. To provide an up to date landline telephone number for both Your home and work; and mobile number;
- c. To provide a correct and up-to-date contact e-mail address;
- d. To notify Us In Writing within seven days of any changes to the details required under Conditions 26: a) – c) above;
- e. That all correspondence or Notices, sent under this

Agreement, will be considered to have been received by You seven days after sending it by first class post to Your last known address recorded by Us;

- f. If You do not comply with Condition 26: a) – c) above You will be responsible for any costs, fees or expenses We incur in establishing Your whereabouts;

Communication and notifications:

Any messages, communications, notices, requests, or instructions including those In Writing successfully received by Us outside Working Hours will not be deemed to have been seen by Us and will not be dealt with until the next Working Day and during Working Hours.

Inventory (List of Goods) or receipt:

Where We produce a list of Your Goods (Inventory) or a receipt You agree that it need not state the contents of any article, suite, case, bundle, package or other container. A generic description of the contents will be sufficient.

Contents which have been packed by You or others will be categorised as "PBO" (packed by owner) and We shall not be liable for any loss or damage to PBO Goods in accordance with Condition 15: b) above.

The inventory will be accepted as final and accurate unless You inform Us in Writing of any errors or omissions within 10 days of the date of handing it to You, or such other period agreed between Us before the Services commence.

Payment of Storage Charges:

Storage charges will be paid by direct debit.

Revision of Storage charges:

We review Our storage charges periodically. You will be given 30 days notice in writing of any increase.

If You do not agree to the increase in storage charges Your rejection of the new charges will terminate this Agreement and You will be required to remove Your Goods from Store.

Termination of Storage Services by You:

If You wish to terminate Your storage contract You must give Us at least fourteen Working days notice in Writing.

We will try to accommodate your preferred dates for either handing the Goods out from store or delivering them to You, however dates will be subject to availability.

Our minimum storage charge is for one calendar month. Where Your notice of termination expires at the start of the calendar month or part way through the calendar month, storage charges for the full month will be payable.

Termination of Storage Services by Us:

We may terminate this Agreement at any time on 3 months notice.



## 25. APPLICABLE LAW:

Any dispute between us will be governed by the non-exclusive law and jurisdiction of the English Welsh and Scottish courts.