

Anglo Pacific International Ltd

## Trade Terms and Conditions

Customer should consider alternatives to mitigate the effect of the pre-determined limits of liability by arranging appropriate insurance. Anglo Pacific International Limited (herein referred to as the Contractor)

Company registration number: 1342357

Address: Anglo House, Laxcon Close, London, NW10 0TG

### Introduction:

For the price quoted, the Contractor agrees to provide services to the Customer, in accordance with the terms and conditions set out below to the exclusion of any other terms and conditions.

No variation or alteration to these terms and conditions is permitted unless expressly authorised in writing by a director of the Contractor.

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. The

The Contractor is not a common carrier and does not contract as one.

### 1. DEFINITIONS

In these conditions the following expressions shall have the following meanings:

**A**

**"Agreement"** means this Agreement between the Contractor and Customer.

**"Acceptance"** means acceptance of the Contractor's Quotation and the Terms of this Agreement.

**"Additional Goods"** means goods included in the Services which are in addition to the Goods covered by the Quotation. If it is agreed to include Additional Goods in the Services, they will be referred to as *"Goods"* (see definition below).

**C**

**"Carrier"** means the shipping line, airline, or railway company engaged to carry the Goods for the purpose of international transit and who carry the Goods under their own terms and conditions and, where applicable, international conventions and protocols.

**"Consignment"** means Goods, whether a single item or group of items or contained in one parcel, package, or container of any description, or any number of separate items, parcels, packages, or containers which are subject to the Services.

**"Contractor"** means Anglo Pacific International Ltd or its Sub-contractors and agents

**“Customer”** means the individual, firm, or company, who contracts for the Services and whose name appears on the Acceptance.

## E

**“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 the Contractor’s reasonable opinion present a health and safety risk, fire hazard, risk of leakage or infestation, or pose a risk to other customer’s Goods.

## G

**“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 Goods that make up the Consignment and which are subject to the Services.

## I

**“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 the Contractor in Writing prior to Quotation and accepted by the Contractor In Writing as a potential risk which the Contractor is prepared to accept;

**“In Writing”** means written correspondence in any form including email.

**“Item”** means box and contents is one item, carton and contents are one item, parcel and contents are one item, package and contents are one item, case and contents are one item, bag and contents or similar container and contents are one item, pair is one item, suite is one item, a set is one item, or thing is one item.

## L

**“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.

## M

**“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.

## O

**“Operational Team”** means the Contractor’s employees, Sub-contractors or agents who carry out the Services.

**“Owner”** means the Owner of the Goods and or the Customer as the case maybe.

## P

**“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 an individual living person.

**“Pre-existing damage”** means damage to the Goods and or Premises that is not caused during the Services including, but not limited, to wear and tear or Latent Damage.

**“Premises”** means the Premises where Services are being carried out and shall also include moveable and fixed items, objects or goods within the Premises which are not subject the Services.

## Q

**“Quotation”** means the Contractor’s price for the Services.

## S

**“Services”** means services provided by the Contractor.

**“Storage”** means the storage of the Goods by the Contractor.

**“Shipping Container”** means a standardised re-sealable box used for the transportation of goods by sea.

**“Store”** means the store or storage facilities provided by the Contractor or the Contractor’s agents or Sub-contractors.

**“Sub- contractors”** mean third parties appointed by the Contractor to carry out all or part of the Services including but not limited to origin or destination agents.

## T

**“Terms”** means the terms and conditions of this Agreement.

**“Total Loss”** means total loss or destruction of the entire Consignment.

**“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.

V

“**Vehicles**” means the Contractor’s vehicles.

W

“**Working Days**” means Monday to Friday excluding weekends and public holidays.

“**Working Hours**” means 9am to 5.30 pm.

## 2. QUOTATION

The Quotation is based on Customer information and particular requirements.

If the information or requirements change for any reason, the Customer will inform the Contractor as soon as possible In Writing and before the Services commence. If the changes affect the Quotation, the Contractor will issue the Customer with a revised Quotation.

All Quotations are valid for **28 days** from the date of issue and are subject to availability of requested moving dates and resources.

Unless otherwise stated in the Quotation, the Quotation **does not** include:

- i. Ferries.
- ii. Tolls.
- iii. Parking permits or dispensation.
- iv. Assembly of furniture
- v. Duties, taxes, or any sums due to government departments, such as quarantine inspection fees, customs examination fees.
- vi. Demurrage, quay rent, cargo dues or container detention fees, if incurred.
- vii. Fumigation or steam cleaning if ordered.

The Contractor may withdraw the Quotation at any time prior to Acceptance. If the Quotation is withdrawn it will no longer be available for Acceptance and the Customer will be notified In Writing that the Quotation is withdrawn.

This Agreement will not come into force until receipt of the Acceptance.

The Quotation is based upon on the following assumptions:

- a) The Customer has shown the Contractor or provided the Contractor with a complete list of all the Goods.
- b) The volume or quantity of the Goods will not exceed the volume or quantity declared by the Customer.
- c) No Additional Goods will be added to the Goods or substituted for Goods included in the Quotation.

- d) If Additional Goods are added or substituted for Goods, the original Quotation will be withdrawn, and the Contractor will issue a revised Quotation for the Additional Goods.
- e) The Contractor will have free unrestricted access to the Premises and the Services can be completed in the time allowed.
- f) The Goods are in a clean and hygienic condition and made ready in accordance with the Terms of this Agreement.
- g) The Premises are in good condition and state of repair and present no hazards to the Operational Team carrying out the Services.
- h) The Customer or Owner, as the case maybe, has arranged appropriate insurance cover for the Consignment which will be maintained for the duration of Transit and any period of Storage

**Additional charges may apply in the following circumstances:**

- 1) The Services do not commence within **28 days** from the date of Acceptance.
- 2) The Contractor costs change due to fluctuations in currency exchange rates.
- 3) Increase in shipping costs.
- 4) 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 due and payable.
- 5) Additional charges arising from changes to the Transit route, port of entry/port of exit made by the Carrier due to circumstances beyond the Contractor's control.
- 6) The Contractor has provided a price for redelivery from Store within the Quotation and the redelivery from Store has not taken place within **3 months** from the date of Acceptance.
- 7) The Contractor's costs change due to, but not limited to, changes in taxation, freight rates/charges, fuel, ferry or toll or congestion charges, or for any reasons beyond the Contractor's control.
- 8) The Services are carried out on a Saturday, Sunday, or national or local public holidays or outside normal Working Hours.
- 9) The Contractor delivers the Goods above the ground and first upper floor.
- 10) Inspection, collection, or access, to the Consignment is required by the Customer or Owner while in Transit or Store.
- 11) Additional Services to those covered by Contractor's Quotation, including but not limited to, moving, or storing Additional Goods.

- 12) Goods have not been disconnected or dismantled where necessary, to make them ready for Transit/Storage.
- 13) 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.
- 14) The Goods cannot be delivered to the Premises without the need of equipment, structural alteration, or additional resources.
- 15) Goods require specialist handling or conditions in Transit or Storage.
- 16) The approach road, drive, or hard standing at the Premises is unsuitable for Vehicles or the Vehicle delivering the Shipping Container or the Goods and/or the Contractor cannot unload within 20 metres of the entrance to the Premises.
- 17) Access/egress to the Premises is controlled by automatic gates or entrances and the Customer has not arranged for the gates or entrances to be open during the Services so that Contractor has unhindered access/ egress to the Premises.
- 18) The Customer has not arranged for parking for the Vehicles outside the Premises or for any parking restrictions to be lifted.
- 19) The Services cannot be completed within the time allocated due to Contractor not having access or delayed access to the Premises.
- 20) If the Customer requests disposal of any Goods or the Contractor incurs costs for the disposal of the Goods if the Customer has failed to collect the Goods upon the request of the Contractor.
- 21) Congestion charges, parking or other fees or charges are payable to carry out the Services.
- 22) There are delays, events or circumstances outside the Contractor's reasonable control which increase the resources or extend the time allowed to complete the Services.
- 23) Empty restitution of the Shipping Container. Our Quotation does not include additional costs incurred in the restitution/return of the Shipping Container to an alternative port to the arrival port on the instruction of the shipping line.

Please note Additional Charges will vary and cannot be calculated in advance. The Contractor will tell the Customer what the Additional Charges will be once known. If the Customer does not accept the Additional Charges, then the Contractor will only carry out the Services as far as the Contractor is able in accordance with the Acceptance. The Contractor will not be liable for any loss or damage, cost or expense arising from the Contractor's failure to collect or deliver the Consignment or any of the Services if Additional Charges are not agreed.

### **3. EXPORT AND IMPORT DOCUMENTATION**

The Customer agrees:

- a. To obtain, at the Customer's expense, all documents, permits, permissions, licences, official approvals, customs documents necessary for the Services to be completed. The Contractor

shall not be liable to the Customer 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, but not limited to, x-ray, explosive trace detection, drug or narcotic detection and other screening methods. The Customer accepts and consents to inspection and examination.
- c. The Contractor can share information, including but not limited to Personal Information, with origin or destination agents, customs, or government authorities to carry out the Services.

#### 4. WORK NOT INCLUDED:

Unless included within the Quotation the Contractor will not:

- a) Assemble furniture of any kind unless:
  - (i) The Contractor has included this Service in the Quotation; and
  - (ii) The Customer has given the Contractor the manufacturer's instructions and appropriate tools.

The Customer agrees that Latent Damage is a problem with self-assembly or flat pack furniture. Therefore, the Contractor shall not be liable for any loss or damage to furniture either during assembly.

- b) Re-connect, dismantle, re-assemble, uninstall, or install household appliances or electrical Items or Goods of any description.
- c) Deliver or attempt to deliver, dismantle partiality or fully, any Item or Goods which are too large, heavy, or cannot be moved due to restricted space within the Premises. If the Item or Goods cannot be delivered it/they will be returned to Store and the Customer will be given the option either to:
  - (i) enter a new contract with the Contractor to deliver the Item/Goods to another address where delivery can be completed at additional cost.
  - (ii) enter a Storage contract with the Contractor; or
  - (iii) make arrangements for its collection from Store. Hand out from Store charges will apply.

In the absence of the Customer agreeing to any of these three options, the Contractor will assume that the Item/Goods have been abandoned. The Contractor will give the Customer 30 days' notice to remove the Item/Goods from the Contractor's Store. If the Customer fails to comply with the notice, the Contractor will dispose of the Item/Goods at the Contractor's discretion and the Customer will be liable for any disposal costs incurred by the Contractor. The Contractor reserves the right to charge a reasonable Storage charge for holding the Item/Goods for the 30 days' notice period.

- d) Reconnect electrical equipment unless:
  - (i) The Contractor has included this Service in the Quotation; and

- (ii) The Customer has given the Contractor the manufacturers assembly instructions.
- e) Assemble gym or fitness equipment of any kind or description unless:
  - (i) The Contractor has included this Service in the Quotation; and
  - (ii) The Customer has given the Contractor the manufacturers assembly instructions and appropriate tools.
- f) Put up fixtures or fittings such as, but not limited to, curtains or blinds;
- g) Lay floor coverings.
- h) Move or Store Excluded Items.
- i) Assemble garden furniture, outdoor play equipment, sheds, greenhouses, garden shelters, satellite dishes or similar.
- j) Inspect, clean, fumigate or treat any of the Goods to remove any soil, or rust or other material which is a bio-security hazard in the destination country. The Customer is responsible for ensuring that the Goods are clean, hygienic and in such a suitable condition for handling, transit and storage. See condition 5 Customer's Responsibility p) below.
- k) Arrange the disposal of any unwanted Goods. If the Contractor agrees to dispose of unwanted Goods, the Customer agrees to pay additional charges in accordance with Condition 2 Quotation sub paragraph 20) above.

## 5. CUSTOMER'S RESPONSIBILITY

The Customer agrees to:

- a) Provide the Contractor with complete and accurate information regarding the Consignment, 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 the Contractor with complete and accurate information about any changes or alterations to the Premises which may affect the removal delivery of the Consignment.
- c) Provide the Contractor 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 Vehicles and/Shipping Container.
  - (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.



- d) Obtain consent from neighbours or third parties who own or have rights to shared driveways, rights of way, access roads or footpaths, for the Contractor to use the driveway, right of way, access road or footpath to carry out the Services.
- e) tell the Contractor if the approach road, drive, or hardstanding is not suitable for the Vehicles or the Shipping Container. The Contractor will not be liable for any loss or damage caused by the Vehicles to the approach road, drive or hardstanding if the Customer has failed to advise the Contractor that the approach road, drive, or hardstanding is unsuitable for the Vehicles.
- 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 always represented throughout the delivery of the Goods.
- h) Inform the Owner, as the case maybe that they must arrange protection for the Goods delivered to unoccupied or unattended Premises or where other people, including but not limited to, tenants or workers are or will be present.
- i) Ensure that inventories, receipts, job sheets, or other documents are signed by the Customer or the Owner or the Owner's representative.
- j) Inform the Owner, as the case maybe, that they are solely responsible for the safekeeping and security of Money and valuables (including items which have sentimental value to the Owner).
- k) Customer or the Owner will not offer for Transit or Storage any Excluded Items.
- l) Prepare adequately and stabilize all appliances and Electronic Equipment prior to Transit.
- m) Ensure that the Goods are not, in the Contractor's reasonable opinion, dirty or in an unhygienic condition, or in a condition likely to attract vermin or other pests. The Contractor reserves the right to refuse Goods in poor condition without liability to the Customer or the Owner.

The Customer agrees to pay Contractor for any loss or damage incurred by the Contractor or by anyone else, including other customers, because of the presence of Goods that are dirty or in an unhygienic condition.

If, in the Contractor's reasonable opinion, the presence of dirty or unhygienic Goods poses a risk of infestation, loss, or damage, the Customer will be asked to collect the Goods. The Contractor reserves the right to dispose of the Goods if they are not collected and the Customer will pay Contractor for any costs of disposal. See Condition 2.20 above.

- n) Empty and defrost refrigerators and freezers. The Contractor is not responsible for their contents or for any loss or damage to the contents caused by defrosting or changes in temperature.

- o) 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.
- p) Provide the Contractor with a correct and current:
  - (i) Postal address.
  - (ii) E-mail address,
  - (iii) Mobile telephone number; and
  - (iv) Landline telephone.
- q) Pay all:
  - (i) Customs duties or any fees or taxes payable to government bodies or agencies.
  - (ii) 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.
- r) Insure the Consignment against loss and damage whilst in Transit and Store.
- s) The Customer agrees to pack and wrap the Goods to a suitable industry standard to protect the Goods against the transit damage.
- t) Where Goods are crated, the Customer shall ensure that the wood used in the manufacture of the crate is compliant with ISPM15 industry standard.

Other than by reason of the Contractor's negligence and/or breach of contract, the Contractor will not be liable for any loss or damage, costs or additional charges that may arise from Customer or the Owner's failure to discharge these responsibilities listed above.

## 6. OPERATIONAL TEAM

The Customer agrees:

- a) to allow the Operational Team to carry out the Services without hindrance or interference.
- b) that members of Operational Team can be changed at the Contractor's discretion 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 the Customer or the Owner has advised the Contractor differently. If there are parts of the Premises where the Customer or the Owner do not wish the Operational Team to enter, Customer and/or the Owner must clearly identify the rooms or parts of the Premises where the Operational Team are not permitted and advise them before the Services commence.

The Contractor reserves the right to suspend and/or terminate the Services without liability to Customer or the Owner if;

- i. the Operational Team encounter threats, abusive behaviour or language, intimidation, or bullying; or
- ii. the Operational Team are, in the Contractor's 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 the Contractor's 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 GOODS**

By entering into this Agreement Customer agrees that:

- a) The Customer has the full authority and consent of the Owner or anyone having a legal interest in the Goods to enter into this Agreement.
- b) The Customer is the only person who has authority to give the Contractor instructions under this Agreement. The Contractor will not accept instructions from any other person unless the Customer has provided the Contractor with written authorisation.
- 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) The Customer has given the Owner or anyone having a legal interest in the Goods a copy of this Agreement and they have agreed to be bound by the Terms of this Agreement.
- f) if at any time following the completion of the Acceptance, another person has or obtains an interest in the Goods, the Customer must advise Contractor of the name and address of the person In Writing immediately.
- g) The Customer will provide Contractor with a full indemnity and pay Contractor in respect of any claim for damages and/or costs brought against Contractor by the Owner or a third party who claims to have a legal interest in the Goods or claims ownership over them.

If the Customer wishes to transfer the responsibility of this Agreement to a third party, the Customer must advise the Contractor in writing, providing the Contractor with the full name and address of the third party. The Contractor will issue a new contract to the third party. The Customer's responsibilities under this Agreement will continue until such time as Contractor receives a completed Acceptance from the third party.

## **8. CANCELLATION OR POSTPONEMENT**

If the Customer postpones or cancels the Services, the Customer agrees to pay cancellation or postponement charges according to how much notice Customer gives Contractor. The charges are as follows:

- a) More than 10 Working Days – no charge.

- b) Between 5 -10 Working Days inclusive before the Services Contractor are 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.

## 9. PAYMENT

Unless otherwise agreed In Writing the Customer agrees to pay the Contractor's charges by cleared funds in advance of the Services, at least seven (7) Working Days before the start of the Services.

Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim, or set-off.

### If Contractor charges are not paid:

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

The Contractor reserves the right to suspend the Services at any time until such times as all outstanding charges have been paid.

If the Customer becomes insolvent or any sums owed by the Customer are overdue for payment, any credit terms that have been agreed with the Customer will be cancelled with immediate effect and all invoices issued by the Contractor shall be immediately due and payable.

The Late Payment of Commercial Debts (Interest) Act 1998 as amended shall apply to all sums due to the Contractor.

## 10. ROUTE AND METHOD

The Customer agrees that:

- a) The Contractor can choose the route or method by which the Contractor carries out the Services.
- b) The loading of the Shipping Container will be a matter for the Operational Team's professional judgement, and they will decide the order and method in which the Consignment is loaded and unloaded.
- c) The Contractor may load the Consignment into the Shipping Container at the Store.
- d) The Contractor may load Goods for Storage into Storage containers at the Store.
- e) The Contractor 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) The Contractor can transfer the Goods between the Contractor's Stores/branches and between Vehicles at the Contractor's discretion.
- i) Unless specifically stated in the Contractor's Quotation, the Contractor may use spare capacity on Vehicles to transport other customer's Goods.
- j) Consignments which are to be shipped under the Contractor's Groupage Service, will be consolidated with other consignments 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 the Contractor shall not be liable to Customer for any changes made by the Carrier.
- l) In accordance with international shipping practice, if a carrying vessel gets into distress and the Carrier declares General Average, the Customer will be responsible for any costs, expenses or contributions requested by the Carrier.

## **11. SUB-CONTRACTING**

The Customer agrees that the Contractor can use Sub-contractors to carry out the Services. The Terms of this Agreement will apply to any Services carried out by the Contractor's Sub-contractors.

## **12. ADVICE AND INFORMATION**

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

## **13. CONTRACTOR LIABILITY FOR LOSS OR DAMAGE TO THE GOODS**

### **Pre-determined limits of liability:**

Customer agrees that, at the time of entering into this Agreement, the agreed limit per Item set out below is a reasonable pre-determined estimate of the market value of the Goods.

If the Contractor is negligent or in breach of contract, the Contractor will pay the Customer up to £40 for each Item either lost or damaged.

In no circumstances shall the Contractor's total overall liability for the entire Consignment exceed the sum of £5,000 (five thousand pounds).

#### **14. LIMITS OF LIABILITY FOR PREMISES**

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

If the Contractor is negligent or in breach of contract causing loss or damage to the Premises, the Contractor's liability to Customer is limited to £75 per Premises.

The Customer must notify the Contractor 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.

The Customer agrees to allow the Contractor a reasonable opportunity to inspect any alleged damage and to give the Contractor prior notification of the Customer's intention to carry out repairs and the cost of such repairs.

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

If the Contractor fails to provide the Customer with a particular part or parts of the Service, the Contractor's liability will be limited to the refunding the Customer that part of the Service that was not provided. Any amount the Contractor agrees to pay the Customer under this condition 15 will be a fair and proportionate amount to reflect the element of the Services that was not provided.

The Contractor will not be liable to the Customer for a full refund unless the Customer has paid in advance and the Contractor has failed to provide any Services whatsoever.

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

The Customer agrees that the Contractor will not be liable for:

- a) Loss or damage caused by fire. It is assumed for the purpose of this Agreement that the Consignment is insured by either the Customer or the Owner, as the case maybe, against the risk of fire.
- b) Goods not packed by Contractor.
- c) The cost of replacing Goods as new (see condition 13 Contractor 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 the Customer's responsibility to ensure that Electronic Equipment and appliances are compatible.
- i) Electrical or mechanical failure or derangement, unless directly attributable to obvious external physical damage that has occurred because of the Contractor's 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 the Contractor is 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 the Customer 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, discoloration, loosening of joints, deterioration of glue, paint or varnish, fading, shrinkage, movement.
- n) Loss or damage caused by mould, mildew, fungi, 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 caused by circumstances outside the control of the Contractor 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, route closures, or Shipping Container shortages, driver shortages.

- v) Mechanical breakdown or failure of modes of transport, warehouse 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) The acts and omissions of the Customer or 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 the Contractor's reasonable control.
- 
- u) No member of Operational Team shall be separately liable to Customer for any loss, damage, miss-delivery, errors, or omissions under the Terms of this Agreement.
  - v) Subject to this Condition 16, the Contractor's liability to Customer will end upon handing over the Goods from Contractor's Store or upon completion of Transit/delivery.

#### **17. TIME LIMITS FOR REPORTING CLAIMS**

The Contractor shall not be liable for damage, physical loss miss-delivery, or non-delivery to the whole or part of the Consignment unless advised In Writing within the following time limits:

**a) Collection from Store:**

At the time the Consignment is handed to the Customer, Owner, or their agent,

**b) Delivery to the Premises:**

Within 7 (seven days) of delivery.

The Contractor shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless legal proceedings are brought and notice In Writing is given to the Contractor within one year of the date that Transit commenced those legal proceedings are to be issued.

Where the Consignment has been delivered or collected from Store the Contractor shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless legal proceedings are brought and notice In Writing is given to the Contractor within one year of the date that the Consignment was released or, in the ordinary course of events, should have been released those legal proceedings are to be issued.

#### **18. MAKING A CLAIM**

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

The Customer agrees:

- a) The Contractor may make such enquires as the Contractor considers necessary to satisfy the Contractor of the validity of the claim and to establish whether the Contractor is liable for the claim.



- b) The Contractor may take a reasonable amount of time to undertake enquires into the circumstances of the claim and where necessary to conduct searches for Goods reported as missing.
- c) To co-operate with the Contractor's enquiries, as is reasonable in the circumstances, and to provide any additional information the Contractor may 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 the Contractor's direction, video footage, and serial numbers, to substantiate the claim.
- e) To retain packaging or other evidence if requested.
- f) To allow the Contractor or the Contractor's agents to collect Goods for inspection or assessment by a restorer or third party.
- g) Damaged Items should not be disposed of or repaired until the Contractor has had a reasonable opportunity to inspect, if Contractor considers 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 the Contractor's experience.

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

Groupage consignments will be held until sufficient volumes 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 the Contractor's control are not included when the Contractor's quote estimated transit times, times of arrival or door to door delivery times.

The Contractor will not be liable for any delays in carrying out the Services.

## **20. TRANSIT**

Transit shall commence when the Contractor takes possession of the Consignment.

Transit will come to an end when the Consignment is delivered to the designated delivery address.

If no safe and adequate access or adequate unloading facilities are available at the delivery address, the Contractor shall take the Consignment to Store. Transit shall be deemed to end. The Customer will be given the option to instruct the Contractor to redeliver the Consignment from Store for an additional charge or to arrange for the collection of the Consignment in which case the Contractor's handout from store charges will apply.

## **21. LIEN**

The Contractor shall have:

- a) A particular lien on the Consignment; and
- b) A general Lien against the Customer for unpaid charges on any invoice or arising from any other contract between the Contractor and the Customer.

## **22. RIGHT OF SALE**

If such lien, whether particular or general is not satisfied within 30 days, the Contractor may sell the consignment, or any part thereof and apply the proceeds of sale towards any sums unpaid and the expenses incurred in the retention of the Consignment and its sale.

The Contractor shall account to the Customer for any remaining balance and shall be discharged from all liability whatsoever in respect of the Consignment.

The Customer acknowledges that the Contractor has no knowledge as to the value of the Consignment or whether the Goods are unique, collectable, or such 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 the Customer's responsibility to notify Contractor In Writing if there are any Items within the Consignment which are of high value or require sale through a specialist auctioneer. If Customer fails to do so, the Contractor will not be liable for any loss the Customer incurs because of the Items being sold for less than their correct or anticipated market value.

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

The Customer will be responsible for any costs fees or expense Contractor incurs in the disposal of Unsold Items.

## **23. PERSONAL INFORMATION**

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

The Customer agrees that Contractor may use Personal Information with others to:

- a) Carry out the Services.
- b) Invoicing.
- c) Recover outstanding charges.
- d) Processing any Claim or complaint arising under this Agreement.
- e) Prevention or detection of crime.

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, the Customer confirms that the Customer has their consent to supply the Contractor with their Personal Information.

#### **24. AUTHORITY TO GIVE INSTRUCTIONS**

The Contractor is unable to accept any instructions from anyone other than the Customer, the person named on the Acceptance.

Instructions from the Owner or a third party will only be accepted on the written authority of the Customer.

#### **25. STORAGE: ADDITIONAL CONDITIONS**

The following conditions apply in regard to Storage.

##### **Address for communications:**

The Customer will:

- a) Provide current postal address postal address; and
- b) Provide current landline and mobile number.
- c) Provide current e-mail address.
- d) Provide name of Owner
- e) Provide current postal and e-mail address for the Owner
- f) Notify the Contractor In Writing within seven days of any changes to the details required under Conditions 26: a) – e) above.

If the Customer does not comply with Condition 25: a) –e) above the Customer will be responsible for any costs, fees or expenses establishing the Customer or Owner's whereabouts.

##### **Communication and notifications:**

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

All correspondence or notices, sent under this Agreement, will be considered to have been received by the Customer seven days after sending it by first class post last known address recorded by Contractor.

##### **Inventory (List of Goods) or receipt:**

Following receipt of the Consignment for Storage, the Contractor shall provide the Customer with a written receipt in the form of an inventory. The inventory need not state the contents of any article, suite, case, bundle, package or other container. A generic description of the contents will be sufficient.

The burden of proving the condition, nature, quantity, of the Goods within the Consignment shall rest with the Customer

Contents which have been packed by Customer or others will be categorised as “PBO” (packed by owner) and the Contractor shall not be liable for any loss or damage to PBO Goods in accordance with Condition 16: b) above.

The inventory will be accepted as final and accurate unless the Customer informs the Contractor In Writing of any errors or omissions within 10 days of the date of handing the Inventory to the Customer.

#### **Payment of Storage Charges:**

Unless otherwise agreed In Writing Storage charges will be paid by direct debit.

#### **Revision of Storage charges:**

Storage charges are reviewed periodically. The Customer will be given 30 days' notice in writing of any increase.

Non-payment of the increase Storage charges will terminate this Agreement and Customer will be required to remove the Consignment from Store.

#### **Termination of Storage Services by Customer:**

The Customer can terminate this Agreement on 14 days' notice In Writing.

The Contractor's minimum storage charge is for one calendar month. Where Customer's 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 Contractor:**

Contractor may terminate this Agreement at any time on 30 days' notice.

### **26. APPLICABLE LAW**

Unless otherwise agreed In Writing, this Agreement and any dispute arising from it shall be governed by English law and shall be subject to the jurisdiction of the courts of England and Wales