

# A VAN MAN TRANSPORT LTD

## TERMS AND CONDITIONS OF TRADING

### 1. BASIS OF CONTRACT

- 1.1 Removal and other services are supplied by A Van Man Transport Ltd ('the company') subject to these terms and conditions, which govern the contract subject only to any special terms and conditions to which the company has agreed in writing.
- 1.2 The company is not a common carrier and the law applicable to such a carrier does not apply to the contract.
- 1.3 The customer is responsible for the accuracy of the customer's order and of any information relating to the order supplied by the customer.
- 1.4 The Company is not obliged to enquire as to the ownership of any goods and in the absence of agreement in writing to the contrary the customer is deemed to contract as principal and on the basis that the goods in question are the customer's unencumbered property.
- 1.5 While the Company will use reasonable endeavours to effect collection and/or delivery at times arranged with the customer, time is not of the essence of the contract.
- 1.6 Where the contract is for the carriage of goods by sea or air, the Company shall effect delivery by making the goods available for ex-works collection by the freight forwarder.
- 1.7 While the Company will use reasonable caution to avoid parking penalty charges any penalty charge notices received while making delivery/collection will be charged by the Company to the customer.

### 2. CHARGES AND PAYMENT

- 2.1 The Company's quotation is valid for 14 days.
- 2.2 The company reserves the right to increase the charge for its services according to any increases in the cost of performing the contract attributable to-
- 2.2.1 delay at the customer's request, or caused by the customer's actions or any matter beyond the Company's reasonable control;
  - 2.2.2 Increase in taxation and/or freight Rates;
  - 2.2.3 the customer's breach of contract 3; and/or
  - 2.2.4 the collection of packing materials left as mentioned in condition 4.4 where the place of delivery is more than 60 miles from the Company's nearest depot and/or the collection requires more than one journey.
- 2.3 The contract is in relation to specified items or volume; and the Company reserves the right to increase the charge for its services at the contract rate prorata where additional goods are packed and/or carried.
- 2.4 Unless agreed otherwise in writing, the Company's invoice is payable to its representative at the time of delivery.
- 2.5 If any amount owed to the Company is not paid when due the Company reserves the right to-
- 2.5.1 charge interest on the amount at 2% above the base lending rate Lloyds TSB Bank until it is paid;
  - 2.5.2 keep any goods which are in the Company's possession until the amount is paid; and
  - 2.5.2 if the amount is overdue by more than 28 days sell any such goods and apply the proceeds of sale in satisfaction or reduction of the amount.

### 3. EXCLUDED GOODS

- 3.1 Unless the Company has agreed otherwise in writing, the customer shall not submit for packing or transport any item, or include in goods submitted any item, which comprises-
- 3.1.1 jewellery, watches, precious stones, money, deeds, securities, tickets, stamps, coins, or collection of such things;
  - 3.1.2 items of a dangerous and/or explosive nature;
  - 3.1.3 items likely to encourage vermin or other pests or to cause infection;
  - 3.1.4 refrigerated or frozen food or drink;
  - 3.1.5 animals, including pets, birds or fish, and their cages or tanks; or
  - 3.1.6 plants, or other growing things.

### 4. PACKING AND UNPACKING

- 4.1 Where the contract includes packing, the choice of packing materials is at the sole discretion of the Company.
- 4.2 All packing material supplied by the Company remain the Company's property.
- 4.3 Where the contract includes unpacking, the Company shall be relieved of its obligation in this respect to the extent that, at the customer's request, any unpacking is not carried out at the time of delivery.
- 4.4 Where, in the circumstances contemplated by condition 4.3, packing materials are left at the place of delivery, the customer shall notify the Company as soon as the materials are available for the Company to collect.

### 5. EXCLUDED SERVICES

- 5.1 Unless agreed in writing the Company will not -

- 5.1.1 Dismantle or assemble MDF, chipboard or unit-furniture (flat-pack), or fitments fittings or the like;
- 5.1.2 Disconnect or reconnect appliances, fittings or equipment;
- 5.1.3 Remove or lay fitted floor coverings.
- 5.1.4 Hang or fit curtains, blinds, pictures or other wall-hung items; or
- 5.1.5 Move night storage heaters (unless dismantled by others), safes or anything weighing more than 250 kilograms.

### 6. LIMITATIONS AND EXCLUSIONS LIABILITY

- 6.1 The Company will accept no liability for damage to premises caused by the Company, its servants, sub-contractors or agents unless the damage is recorded on the delivery note signed by the customer or the customer's behalf
- 6.2 In any event the Company's liability for damage to premises is limited to £1,000,000.
- 6.3 The Company will not accept any liability for damage to goods-
- 6.3.1 caused by wear and tear, leakage or evaporation, or atmospheric or climate changes.
  - 6.3.2 which have not been both packed and unpacked by the Company
  - 6.3.3 which are of a fragile nature or have been the subject of previous repair.
  - 6.3.4 which comprise clockwork or motor-driven equipment, or computer, telecommunications or other electronic equipment;
  - 6.3.5 following collection by the freight forwarder where the goods are to be carried by sea or air;
  - 6.3.6 which at the time of damage where at premises where third parties were present without the Company's consent, or premises which were/unattended or unoccupied;
  - 6.3.7 which are goods of a kind mentioned in condition 3; or
  - 6.3.8 unless the damage is notified to the Company in writing within seven days of delivery.
  - 6.3.9 caused by fire/explosion or water damage whilst in our store or that of a third party.
- 6.4 The Company will not accept any liability for the loss or corruption of any software or data stored in computer, telecommunications or other electronic equipment (and the customer should be advised to make backup copies before the removal).
- 6.5 The Company's liability for loss of or damage to goods is in any event limited to £350 per cubic metre or volume; and for the avoidance of doubt this applies notwithstanding that goods lost or damaged may form part of a pair or set or have exceptional or antique value.
- 6.6 Where the Company has any liability for loss of or damage to goods, the Company may elect to pay for their replacement or repair; and where the Company does this it will be a full discharge of the liability.
- 6.7 Except in the case of death or personal injury caused by negligence for which the Company is responsible, the Company will accept no liability for any loss of an indirect or consequential nature, including (without limitation) loss of revenues, profits, contracts, business, anticipated savings, goodwill or reputation.
- 6.8 The Company is not liable to the customer for loss or damage of any kind which is a consequence of any event if the Company could not have prevented the event or consequence by taking reasonable steps.
- 6.9 The benefit of the above limitations and exclusions accrues to the Company's servants, sub-contractors and agents.
- 6.10 The Company is not responsible for, and will not accept any liability in respect of, any service outside the contract that any of its servants, sub-contractors or agents may provide at the customer's request.
- 6.11 Where the Company stores goods in the Companies warehouse that are specifically insured by the customers own insurance, all rights of subrogation are voided against the Company.

### 7. EXTENDED LIABILITY;

- 7.1 The Company will increase its liability for loss or damage to your goods whilst they are in our custody and control. This is subject to you, the customer, specifically requesting this service in writing and supplying the Company with a written declaration of the value. The Company will make an extra charge for this service.

### 8. GENERAL:

- 8.1 Except as provided in condition 6.9, the contract is not intended to confer a benefit on any third party is entitled to enforce any provision of the contract.
- 8.2 If any provision of these conditions is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
- 8.3 English law is the law applicable to the contract.