

CONDITIONS OF BUSINESS

We handle and care for your property only under these terms and conditions of business

In these conditions:

We and Us refers to I.Lucas

You: means the customer or the customer's agent

1 ESTIMATES

We may amend our estimate and you agree to pay any extra amount if;

A extra work is done or extra goods are handled or dealt with; or

B goods are to be collected from or delivered to premises above a second floor unless previously agreed in writing ;or

C during the work we supply extra services or work on Saturday, Sunday or general holiday, at your request; or

D when we collect or deliver goods the work cannot be done conveniently by means of adequate doorways lifts staircases or there is suitable approach or road for our vehicles unless you have given us adequate notice in writing; or

E At our discretion we have to use window or other tackle. The use of such equipment shall be at your risk and your expense; or

F costs are altered by any circumstances beyond our control; or

G you do not accept the estimate within 21 days.

2 WORK NOT INCLUDED

Unless we have agreed differently in writing, our estimate does not include taking down or putting up any furniture fitments or fixtures, disconnecting or reconnecting appliances, laying fitted floor coverings, moving deep freezers loaded with goods or moving night storage heaters not dismantled or any other item we specifically exclude in writing. If any of our employees does such work at your request without our prior agreement we shall not be liable for any loss or damage occurring whatever the cause. But the rest of these conditions shall still apply to such work

3 PAYMENTS

Unless we have agreed differently in writing our charges shall be payable

A at least three working days before work starts; or

B at least three clear working days before delivery or handing out of goods stored or held at our premises. If the goods are handed out we may charge for labour or materials; or

4 DECLARATION OF OWNERSHIP

By signing this contract you declare that the property to be handled is either your own property free of any legal charge and that you have the complete authority of anyone owning or having an interest in it to enter into this contract on their behalf. You agree to cover us fully against any claims, charges, costs and demands made against us arising from any claim to the goods by anyone else

5 YOUR RESPONSIBILITIES

You agree

A to be present or be represented during the removal to ensure that nothing that should be removed is left behind and that no goods or fixtures are taken in error, or provide a list in advance of all items to be removed.

B to arrange proper protection of goods left in unoccupied or unattended premises or where other people such as tenants or workmen are present. If such protection is not properly arranged we shall not be liable for damage or loss however caused.

C not to offer for storage jewellery, watches, trinkets, precious stones, money, deed's, securities, stamps and coins (or similar collections of any kind) or livestock .

D not to offer for removal packing or warehousing any article or substance that is dangerous, damaging or explosive, nor to offer for warehousing any article or substance including food or anything likely to encourage vermin or other pests or likely to cause infection. You will cover us fully against all claims made and for any loss or damage that we or someone else may suffer through the presence of any such article or substance among your goods. If any such article is discovered, we may remove, sell, destroy or dispose of it.

E to pay or repay to us any parking or meter suspension charges we have to pay during any work for you

6 CANCELLING THE REMOVAL

If you cancel the work we shall be entitled to make the following charges:

A for cancellation 11 working days or more before the start of work.....no charge

B 8 to 10 working days _10% of the removal charge

C 7 or less working days---15% of the removal charge

7 POSTPONING THE REMOVAL

If you postpone the work we shall be entitled to make the following charges:

- A Postponement 11 working days or more before the commencement of the removal- No charge
- B 8 to 10 working days-10% of the removal charge.
- C 7 working days or less-15% of the removal charge.

8 ROUTES AND METHOD

You agree that we may:

- A at any time interchange the goods between vehicles and warehouses and may also decide by what route or by what means the goods shall be carried or stored
- B enter into any contract with any other business to carry the whole or any part of this contract or to cause any of the property to be stored by another business. All these conditions shall apply to each subcontractor

9 LIMITS OF OUR LIABILITY

If we are liable for any loss, failure to produce or damage we will pay only

- A the cost of repairing or replacing the damaged or missing article with articles of similar standard: or
- B up to £20 for any one article, suite, service or complete case or package or other container and their contents, whichever is the smaller amount unless you are taking the Insurance Option detailed in Clause 20 and have given us a written declaration of the total value of your goods. If you are not taking the Insurance Option detailed in Clause 20 then we shall choose whether to repair or replace any damaged or missing article. If we repair, no claim may be made against us for depreciation

10 OTHER LIABILITIES

We shall not be liable at all for any loss failure to produce or damage however caused

- A by fire save that should we receive your written instructions and a written declaration of the total value of your goods three working days before the removal starts so that you may take advantage of the Insurance Option detailed in Clause 20.
- B by war, invasion acts of foreign enemies, hostilities (whether war was declared or not), civil war, rebellion, insurrection or military coup, wear and tear or gradual deterioration, leakage or deficiency of articles of a perishable or leaky nature, acts of god consequential loss or circumstances beyond our control.
- C by vermin, moth or other infestation.
- D arising from any process of cleaning, repairing or restoring of the goods unless such work was carried out by us in which case our liability is limited as in clause 9
- E any articles in wardrobes or drawers or any package bundle, case or other container packed by our employees. If goods are only packed and dispatched by us no claim shall be made against us after the goods leave our hands for any loss or damage however caused.
- F for jewellery watches trinkets precious stones money deeds securities stamps coins or similar collections of any kind, nor livestock plants or animals
- G if goods are removed from or delivered to unattended or unoccupied premises or where third parties are present (see clause 5B)
- H if goods prove to be brittle or to have any inherent defect or to suffer from any inherent device.

11 DEEP FREEZERS

We shall not be liable for:

- Damage to any deep freezer in which goods are packed however caused
- B loss or damage to the contents of any deep freeze however caused
- C for death injury sickness or disease to any person arising from the removal or warehousing of any deep freezer in which goods are packed

12 SELF-ASSEMBLY KIT FURNITURE

We shall not be liable for any damage to or reduction in quality of any furniture, which is unsuitable for removal or carriage (particularly system furniture sold in the form of dismantled kits). Having dismantled such furniture at your instructions we will not be responsible for the quality or state of that furniture upon re-assembly either by you or us or to any damage to the furniture during dismantling or reassembly.

13 DAMAGE TO PREMISES

You must notify all damage to the premises on the delivery sheet. It is essential that within 7 days of the alleged damage you confirm in writing otherwise we shall not be liable. The most we will pay for such damage is £20, if you instruct us in writing we will arrange insurance to cover such damage provided you pay the premium.

14 TIME LIMITS FOR OTHER CLAIMS

You must notify us in writing of loss or damage within the times stated below; otherwise we would not be liable. The time limits are essential.

- A for goods removed from our warehouse by anyone except us --at the time the goods are removed
- B in other cases for goods alleged to be damaged--within 3 working days after the delivery of the goods
- C in the case of goods alleged to be lost or that we fail to produce --within 7 working days after the goods should have been delivered alone or with other goods

15 PAYMENTS OF OTHER CONTRACTORS

We may pay all charges claimed by any previous removal/storage contractor carrier or freight forwarder and any other charges duties or levies raised upon the goods. You agree to repay to us all such charges duties or levies

16 IF OUR CHARGES ARE NOT PAID

If our charges are not paid (see clause 3) we may take all or part of the goods in our hands to store or keep them in store and we shall be entitled to charge for warehousing them and for any expenses in connection with taking them into store and removal from store. All these Conditions shall continue to apply to them

17 LIENS

(Lien means the right to keep possession of someone else's property until a debt is paid)

A) General Lien

We shall have a general lien upon all goods in our possession for all the moneys you owe us or for liabilities incurred by us and for payments we make on your behalf. If part of the goods has been delivered, removed, dispatched or sold, the general lien shall apply to any goods that remain in our possession. We shall be entitled to charge warehouse rent and all other expenses while we maintain a lien on the goods. All these Conditions shall continue to apply to them.

B) Particular Lien

We shall have a particular lien until money due on those goods is paid and the same condition as in 17A above shall apply

18 END OF AGREEMENT / POWER OF SALE

We may at any time give you 30 days written notice requiring you to move all goods from our care, custody or control and to pay all debts then due. If you do not remove the goods, we shall have the power to sell or otherwise dispose of all or part of them without further notice. We may put the proceeds of the sale towards payment of all debts and any expenses incurred by the sale or disposal. Any surplus will be paid to you without interest.

19 SETTLING DISPUTES

If there is a dispute arising from this agreement on any claim or counter-claim made by you against us it shall be referred to the arbitration of an agreed arbitrator. If there is disagreement of the appointment of an arbitrator, at the time of the dispute we will upon application by you appoint an arbitrator who shall have been a barrister for not less than ten years. The arbitration will take place according to the law of the country where the agreement was made (see clause 21). The arbitrator will decide who pays the cost of the arbitration may not take legal proceedings against us in court of law over any matter arising from this agreement until the arbitrator has made his award. The arbitration will take place, unless agreed differently, in the town where our office is situated.

20 INSURANCE OPTION

"This condition applies only if you have accepted the Insurance Option. In that event, the following provisions of this condition shall apply:

20A We shall take out and maintain a contract of insurance in accordance with the Summary of Terms provided to you, providing cover to us for the Goods and for the purposes of such insurance cover, the replacement value of the Goods shall be the true total of the value of the goods stated at the beginning of this agreement.

20B If loss or damage occurs to the Goods as a result of any matter which may result in a claim under such insurance cover, we shall notify the insurer promptly of the claim and in any event within [2 business days] of receipt from you of a written direction to notify a claim in the form attached to the Summary of Terms. For the purposes of processing any such claim You shall provide us, the insurer or any agent of the insurer appointed to investigate such claim with such information and existence as may reasonably be required in relation to the claim. We will also provide to you, the insurer, or any agent of the insurer appointed to investigate the claim, with such information and assistance in relation to the claim as may reasonably be required. In addition, we will send to you a copy of all correspondence with the insurer or any agent of the insurer relating to the claim (including the notification). While we will, in accordance with the previous provision of this paragraph, notify claims to the insurer, we are not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim [unless specifically agreed with you in writing].

20C In the event that we make a claim under such insurance cover in respect of damage or loss caused to the Goods, we shall pay or arrange for payment to You that part of any proceeds of such claim made by us which relates to such damage or loss to the Goods after deduction of any outstanding sums due to us from you. For the avoidance of doubt, You acknowledge that our liability in respect of any claim under such insurance cover is restricted to the payment to You of those sums which we recover which relate to the Goods.

20D We do not give any advice concerning the insurance cover referred to in Condition 20A and it is for you to make your own judgment whether such insurance is appropriate to cover the Goods and risks to them.

20E Nothing in this Condition 20 shall make us Your agent