

SIMON JONES SUPERFREIGHT LTD TERMS AND CONDITIONS

1. This contract shall be deemed to have entered into the office of Simon Jones Superfreight Ltd at Unit 15 & 20 Chancerygate Business Centre, 170 Rowan Road, London, SW16 5BN England. In this agreement Simon Jones Superfreight Ltd will hereinafter be referred to as "SJS". This contract shall be construed according to the Law of England and this Contract is subject to the Customers statutory rights. SJS is not a common carrier and accepts goods for carriage only on that condition and the conditions set out in this document. No servant or agent of SJS or any other person has authority to alter or vary these conditions.

2. **Ownership of Property** – The customer warrants that he is either the owner of the goods to be carried, removed, packed or stored that he has the full authority of such owner to accept these conditions on such owners behalf and agrees to indemnify SJS against any claims, charges, costs and demands made against him arising from any claim made to the goods by any third party.

3. **Sub-Contracting** – The customer agrees that SJS and any other carrier, remover or packer employed by SJS may employ the services of any other carrier, remover or packer for the purposes of fulfilling this Contract in whole or in part. SJS shall endeavour to advise the customer in advance of such sub-contracting. These conditions shall apply to the subcontracts.

4. **Loading and Unloading** – Customers responsibility. The customer shall:

- (1) Ensure that protection is arranged for goods left in unattended premises or where third parties are present SJS shall not be liable for damage or loss (howsoever caused) where goods are loaded from or delivered to unattended premises or where third parties are present.
- (2) Not submit for removal, jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, passports, coins or livestock.
- (3) Provide in advance a written schedule of all items to be removed, or be present or represented by an authorised agent during the course of removal, to ensure that nothing which should be removed is left behind, and that no goods are taken away in error.
- (4) Not submit for removal, packaging or unpacking any article or substance likely to encourage vermin or other pests, or to cause infection. SJS may if considers necessary, remove, sell, destroy or otherwise dispose of any such article or substance and will advise the customer of any such action.

5. **Quotation and Price** – The Quotation will remain open for acceptance for 28 days from the Quotation Date. The Quotation is for a fixed price but the Contractor is entitled to increase the price after acceptance if due to circumstances beyond its control the performance of the contract becomes substantially more onerous for the Contractor to carry out. The increase in price shall be limited to the extra cost occasioned to the contractor in carrying out the contract.

SJS may also amend a quotation and the customer agrees to pay any additional sums arising:

- 1) If the work is not completed within three months and the delay is attributable to the customer.
- 2) If costs are increased by changes in taxation, freight, ferry or toll charges outside the control of SJS.
- 3) If additional goods are collected, removed, shipped to which these conditions apply.
- 4) If goods are to be collected from or delivered to premises above a second floor, unless previously agreed in writing.
- 5) If during the course of work extra services are supplied at the request of the customer, or delay occurs beyond the control of the contractor.
- 6) If it appears upon delivery of the goods that the work cannot be conveniently carried out by means of adequate stair cases, lifts or doorways, or there is not a suitable practicable road approach to the delivery address for the contractors vehicle unless adequate notice of such difficulties shall have been given to the contractor in writing.
- 7) All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes which will also be charged to the Customer.
- 8) If payment is required for parking facilities the Customer will pay charges.

6. **Transit** – Transit shall commence when SJS takes possession of goods, whether at the point of collection or at his premises. Transit shall (unless otherwise previously determined) end when the goods are tendered at the place of delivery, provided that a) if no safe and adequate access or no unloading facilities there exist, then transit shall be deemed to end 24 hours after notice in writing, (or by fax or telephone if so previously agreed in writing) of the arrival of the goods at SJS premises has been sent to the customer: and b) when for any other reason a consignment cannot be delivered or when a consignment is held by SJS 'to await order' or upon any like instruction and such instruction is not given, or if the consignment is not collected within a reasonable time then transit shall be deemed to end.

7. **Delays in Transit** – If SJS does not keep to a written time schedule and the delay is within our reasonable control SJS will pay your reasonable expenses up to a maximum of £100. If through no fault of SJS we are unable to deliver your goods, SJS will take them into store. The removal contract will then be fulfilled and any additional service(s), including storage and delivery from store, will be at the customers expense.

8. **Undelivered or Unclaimed Goods** – When SJS is for any reason unable to deliver a consignment to the Customer or as he may order, or where by Virtue of Condition 6. above transit is deemed to be at an end SJS may sell the goods, and payment or tender or proceeds after the deduction of all proper charges, expenses and costs in relation thereto and of all outstanding charges and costs in relation to the carriage of the goods shall (without prejudice to any claim or right which the Customer may have against SJS otherwise arising under these conditions) discharge SJS from all liability in respect of such goods, their carriage provided that a) SJS shall obtain a reasonable price and b) this power of sale shall not be exercised when the name and address of the sender or consignee is known, unless SJS shall have done what is reasonable in the circumstances to give notice to the sender of consignee or both that the goods will be sold unless within the time specified in the notice, being of reasonable time in the circumstances from the giving of the notice, the goods are taken away or instructions are given for their disposal.

9. **Payment** – In the case of all household packaging removals and delivery it is a condition that payment in full is made to SJS at least seven full days before the proposed removal date, failing which SJS will be under no obligation to perform the contract, and the removal will not take place. In all other circumstances, payment must be within 10 days of the date of SJS's invoice and if payment is not made within 28 days SJS will be entitled to charge interest at 2.5% above Barclays Bank Plc base rate from the date of the invoice, calculated on a daily basis.

10. **Cancellation or Postponement by the Customer** – If the work is cancelled or postponed by the Customer SJS shall be entitled to make the following charge:

- a) More than seven working days before the removal date: NIL
- b) If seven working days or less before the removal date, 35% of the removal charge.

11. **Limitations for Loss or Damage** – Subject to Clause 1 above and General Limitations and liability SJS shall not be liable for any loss or damage, if and to the extent that such loss was caused.

- (a) SJS will use reasonable care during the contract
- (b) i. SJS liability for loss or damage shall not, under any circumstances, exceed £150.00 per cubic metre of the cubic capacity of the item.
ii. SJS has the option to repair or replace goods for which they are liable for loss or damage.
- (c) Other than by reason of negligence, SJS will not be liable for loss or damage:
 - i) By Act of God

ii) By any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not) civil war, rebellion, insurrection, terrorism, military or usurped power of confiscation, requisition or destruction of our damage to property by under the order of the Government or public or local authority.

iii) By seizure or forfeiture under legal process.

iv) By fire, unless SJS has received written instructions and a declaration of value seven clear days prior to the commencement of the removal and a request from the customer that he arranges insurance against this risk in the name of and for the account of the customer.

v) By error of omission, mis-statement, misrepresentation of the Customer or other owner of the goods or of servants or agents of either of them.

vi) By riot, civil commotion, strike, lockout, general labour disputes or partial stoppage or restraint of labour from whatever cause.

viii) To any articles in wardrobes or drawers or any other package, bundle, case or other container not packed and unpacked by SJS's employees.

ix) Insufficient or improper labelling or addressing.

x) Where goods are removed from or delivered to unattended premises or where third parties are present.

xi) By latent defect or inherent defect, vice or natural deterioration or the goods.

xii) Where goods are packed, or only packed and dispatched by SJS to the customer or his agent, no claim shall be made against him after the goods leave his hands for any damage or loss howsoever caused.

xiii) When the Customer does not take or accept delivery within a reasonable time of the goods being tendered. xiv) To Jewellery, Watches, Precious Stones, Money, Deeds, Bonds, Securities and Stamps, Cars, Boats and Caravans.

xv) Caused by Wear, Tear, Gradual Deterioration, Moth and Vermin.

xvi) Resultant from normal wear and tear, natural or gradual deterioration, leakage or evaporation from unstable good.

xvii) Caused by mechanical or electrical derangement unless caused by impact.

12. **Claims Against Us** – Where these are made by anyone other than the Customer or Agent in respect of the goods or the service provided by us, you will be liable to pay and indemnify SJS against any charges, expenses, damages or penalties claimed against SJS unless you can prove that SJS were negligent.

13. **Kit Furniture** – SJS shall not be liable for any damage to or reduction in quality of any furniture which is unsuitable for removal or transport especially system furniture sold in the form of dismantled kits, nor shall SJS having dismantled any such furniture at the instruction of the customer be responsible for the quality or state of that furniture upon re-assembly either by the contractor or the customer not for any damage occasioned to the furniture during dismantling or re-assembly.

The following items will not be moved unless agreed in writing:

(a) Dismantle or assemble MDF or unit furniture (flat-pack), fittings or fittings

(b) Disconnect or reconnect appliances, fittings or equipment

(c) Remove or lay fitted floor fittings

(d) Hang or fit curtains or blinds

(e) Move night storage heaters unless they are dismantled by others

If an SJS employee or agent of, are asked to carry out this work without written agreement SJS will not be liable for any loss or damage whatsoever.

14. **Insurance** – It is the responsibility of the customer to arrange insurance for "All Risks" of physical loss or damage. SJS quotation does NOT include insurance although this can be arranged by SJS at very competitive rates. If the customer requires insurance 7 days notice must be given to SJS.

15. **Time Limit for Claims** – SJS shall not be liable for:

(1) Loss from a parcel, package or container or from an unpacked consignment or for damage to a consignment, unless he is advised thereof in writing otherwise than upon a delivery document or consignment note within 7 days after the termination of the transit.

(2) Loss, misdelivery or non-delivery of the whole of a consignment or any separate parcel, package or container forming part of a consignment unless he is advised of the loss, misdelivery or non-delivery in writing otherwise than upon the consignment note or delivery document within 7 days after the termination of transit. Provided that if the Customer proves that (a) It was not reasonably possible for the Customer to advise SJS or make a claim in writing within the time limit applicable and (b) such advice or claim was given or made within a reasonable time SJS shall not have the benefit of the exclusion of liability afforded by this condition.

16. **General Lien** – The SJS shall have the General lien against the owner of the goods for any monies whatsoever due from him or such other owner to SIS. If any such lien is not satisfactory within a reasonable time he may at his absolute discretion sell the goods or part thereof as agent for the owner and apply the proceeds towards the monies due and the expenses of retention, insurance and sale of goods and shall, upon accounting to the customer for any balance remaining, be discharged from all liability whatsoever in respect of the goods.

17. **Inventory** – Where we prepare an inventory and present or send it to you it will be accepted as a conclusive and accurate list of property received by us unless within 7 days of receiving it you will notify SJS in writing of any error or omission. This notification will not be effective unless we acknowledge it in writing. We will make this acknowledgement promptly.

18. **Revision of Storage Charges** – Charges are not fixed for the duration of the contract. We review charges periodically. You will be given at least 28 days written notice.

19. **Arbitration** – All disputes or differences which shall at any time arise between the customer and SJS whether during the agreement or afterwards touching or concerning this agreement or its construction or effect or the rights duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in anyway connected with or arising out of the subject matter of this agreement shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Law Society in accordance with the Arbitration Act 1950 or any statutory modification or reenactment of it for the time being in force the arbitration shall unless otherwise agreed be held in the town in which SJS's office from which the Contract was deemed to have been made is situated.

20. **Third Party Claim** – If SJS be put to any costs charges or expenses in consequence of any claim made by a third party in respect of any goods removed packed or pay any damages arising out of any such claim or should he be liable to any penalties under statute or otherwise or put to any expense in recovering any charges due to him the same shall be recoverable from the customer unless it be proved by the customer that such costs, charges or expenses arose from the negligent act error or omission of the contractor.

(1.) All Claims made upon SJS by HM Customs and Excise in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended.

21. **Method** – SJS may decide as to which route or by which means the goods shall be carried.

22. **Damage to Premises** – We shall only be liable for damage to premises caused by our negligence and our liability will then be limited to a maximum of £200 unless Property Damage Insurance has been arranged. Any damages to premises must be noted on the delivery note and confirmed in writing within seven days. The time limit is essential otherwise we will not be liable.