



**Last Updated:
09/09/2020**

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES



THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 8 (LIMITATION OF LIABILITY).

1. INTERPRETATION

THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THESE CONDITIONS.

1.1 Definitions:

Access Time: between 1pm and 1.30pm or such other time You advise Us of before the start of the Services when You will have full and unrestricted access to the Premises.

Additional Goods: 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).

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Cancellation Policy: Our policy document setting out additional charges and rules concerning cancellation or postponement of our removals service.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause **Error! Reference source not found.** (Charges and payment).

Commencement Date: has the meaning given in clause 2.3.

Conditions: these terms and conditions as amended from time to time in accordance with clause 11.11.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Customer: the person or firm who purchases Services from the Supplier.

Customer Default: has the meaning set out in clause 4.2.

Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 1998.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and



regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deliverables: the deliverables set out in the Order produced by the Supplier for the Customer.

Delivery: the contents of one van or trailer belonging to Berkshire Removals Limited that are being transported to the address set out in the Service Order Form.

Goods: household items for non-commercial use which are subject to the Services.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for Services as set out overleaf.

Operational Team: employees of the Supplier or its Sub-contractors or agents who carry out the Services.

Money: 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.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

Service Order Form: the form from which the particulars of the Services and the Deliverables along with charges and other references are detailed prior to the Removal Date.

Specification: the description or specification of the Services provided in writing by the Supplier to the Customer.

Supplier: BERKSHIRE REMOVALS LIMITED registered in England and Wales with company number 08206437.

Supplier Materials: has the meaning set out in clause 4.1(h).



UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Us or Our or We: the Supplier.

You or Your: the Customer.

Vehicles: the vehicles used to provide the Services.

1.2 **Interpretation:**

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes faxes.

2. **BASIS OF CONTRACT**

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 If the information, or the Customer's requirements change for any reason, it must let the Supplier know as soon as possible and before the Supplier start the Services. If the changes affect the Order, The Supplier will let the Customer know and if necessary, issue the Customer with a revised Order.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.



- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 28 Business Days from its date of issue.
- 2.7 Each order form shall not be part of this agreement and shall form a separate contract to it.
- 2.8 The Supplier's 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;
 - (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 cost of the Services;
 - (d) We will have unhindered access to the premises by the Access Time at the latest. If the Access Time changes, You must let Us know as soon as possible and We will let You know whether this change affects Our Quotation;
 - (e) We 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 by You for collection 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.

Additional charges may apply in the following circumstances:

- (i) 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;
- (ii) Our costs change in accordance with our Cancellation Policy;
- (iii) The Services are carried out on a Saturday, Sunday, or public holiday or outside normal Working Hours;
- (iv) We deliver the Goods above the ground and first upper floor;



- (v) You request inspection, collection, or access, to Your Goods whilst they are in Storage;
- (vi) We provide additional Services to those covered by Our Quotation, including but not limited to, moving or storing Additional Goods;
- (vii) You have not disconnected or dismantled the Goods where necessary, to make them ready for Transit/Storage;
- (viii) 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;
- (ix) The Goods cannot be removed from or delivered to the Premises without the need of equipment, structural alteration, or additional resources;
- (x) The approach road, drive, or hard standing at the Premises is unsuitable for Vehicles and /or We cannot load or unload within 20 metres of the entrance to the Premises.
- (xi) You agree to tell Us if the approach road, drive, or hardstanding is not suitable for the Vehicles;
- (xii) 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;
- (xiii) You have not arranged for parking for the Vehicles outside the Premises or for any parking restrictions to be lifted;
- (xiv) The Services cannot be completed within the time allocated due to Us not having access to the Premises at the Access Time.

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. SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.



- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Service Order Form, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier reserves the right to amend the specification if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMERS OBLIGATIONS

- 4.1 The Customer shall:
- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its employees, agents, Suppliers and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) prepare the Customer's premises for the supply of the Services;
 - (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - (g) comply with all applicable laws, including health and safety laws;
 - (h) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
 - (i) comply with any additional obligations as set out in the Specification; and
- 4.2 If procuring Residential Removal Services, the Customer will:
- (a) At least (24) twenty-four hours before the Delivery Date (specified in the Service Order Form) of the Services pay the Supplier a deposit.



- (b) Give notice to the Supplier at least (24) twenty-four hours before the Delivery Date of any changes or delays.
- 4.3 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 4.4 The Customer agrees 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 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 affect the removal or delivery of Items;
 - (c) Provide Us with complete and accurate information regarding the Premises including but not limited to, parking arrangements or restrictions for the weight, size, and parking of commercial vehicles, 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), difficulties with regard to road access to the delivery address, 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 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.
 - (i) 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;
 - (j) Ensure that inventories, receipts, job sheets, or other documents are signed by You or Your authorised representative;
 - (k) Be fully responsible at all times during the Services for the safekeeping and security of Your Money 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.
 - (l) 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.
 - (m) Ensure that all domestic and garden appliances including but not limited to washing machines, dishwashers, fridges, freezers hose pipes, liquid fuel garden equipment or similar, are clean and dry and have no residual fluid left in them.
- 4.5 By entering into this agreement, the Customer agrees and confirms that:
- (a) The Customer owns the Property or has authority to define the scope and means of its removal.
 - (b) The Customer are the only person who has authority to give the Supplier instructions or have confirmed in writing the representative who is responsible for giving instructions to the Supplier under this agreement.
 - (c) The Goods are free from any legal charge.
 - (d) Goods are free from claims from third parties.
 - (e) The Customer has consent of the owner or anyone having a legal interest in the Goods to enter into this agreement. The Customer has 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;
 - (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 the Supplier of the name and address in writing immediately; The Customer will provide the Supplier with a full indemnity and pay the Supplier in respect of any claim for damages and/or costs



brought against the Supplier by the owner or a third party who claims to have a legal interest in the Goods or claims ownership over them.

- 4.6 The Supplier reserves the right to suspend/and or terminate the Services without liability to the Customer if;
- (a) the Operational Team encounter threats, abusive behaviour, abusive language, intimidation or bullying in the course of carrying out the Services from the Customer or any third party; or
 - (b) 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
 - (c) 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.
- 4.7 Subject to clause 8, other than by reason of the Supplier's negligence or breach of contract, the Supplier will not be liable for any loss or damage, costs or additional charges that may arise from the Customer's failure to discharge the responsibilities listed in 4.4 (a) – (m) inclusive above.

5. CHARGES AND PAYMENT

- 5.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges. The Charges shall be paid in pounds sterling, unless otherwise specified in the Service Order Form.
- 5.2 The charges payable for the Services shall be calculated in accordance with the Service Order Form.
- 5.3 If the Customer postpone or cancel the Services, the Customer agree to pay cancellation or postponement charges according to how much notice the Customer give the Supplier. The Customer agrees this reasonable in the circumstances and imposes a detriment no more than is proportionate to the legitimate interests of the Supplier in having to make alternative arrangement in the event the Customer postpone or cancel the Services. The charges are as follows:
- (a) a. More that 10 Working Days – no charge;
 - (b) b. Between 8 -10 Working Days inclusive before the Services were due to start no more than 30% of the price for the Services;
 - (c) 7- Working Days or less before the Services start no more than 60% of the price for the Services;
 - (d) On the day of the Services are due to start 100% of the price for the Services.



- 5.4 The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be the latest available figure for the percentage increase in the Retail Prices Index.
- 5.5 The Supplier shall invoice the Customer on completion of the Services.
- 5.6 The Customer shall pay each invoice submitted by the Supplier:
- (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and
 - (c) time for payment shall be of the essence of the Contract.
- 5.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under Clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 5.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 6.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.



- 6.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 6.2.
- 6.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

7. DATA PROTECTION

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This *Clause 7* is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this *Clause 7*, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.
- 7.3 Without prejudice to the generality of *Clause 7.1*, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 7.4 The Customer consents to the Supplier appointing a subcontractor if applicable as a third-party processor of personal data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this *Clause 7* and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this *Clause 7*.
- 7.5 Either party may, at any time on not less than 30 days' notice, revise this *Clause 7* by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).



8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

8.1 The Supplier has obtained insurance cover in respect of its own legal liability. The limits and exclusions reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

8.2 References to liability in this clause 8.2, include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

8.4 Nothing in this clause 8.4, shall limit the Customer's payment obligations under the Contract.

8.5 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.6 Subject to 8.3 (No limitation in respect of deliberate default), 8.4 (No limitation on customer's payment obligations), and 8.5 (Liabilities which cannot legally be limited):

(a) **For Residential Removal Services, the Customer agrees 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 the Supplier are negligent or in breach of contract, the Supplier will pay You:**

- (i) **up to £40 for each Item either lost or damaged;**
- (ii) **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.**

(b) **For Commercial Removal Services, the Customer agrees that, at the time of entering into this Agreement, the agreed limit per Delivery is a reasonable pre-determined estimate of the market value of the Items and, If the Supplier are negligent or in breach of contract, the Supplier will pay You:**

- (i) **up to £270 for each delivery either lost or damaged;**



- (ii) **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.**

8.7 Subject to 8.3 (No limitation in respect of deliberate default), 8.4 (No limitation on customer's payment obligations), and 8.5 (Liabilities which cannot legally be limited), this 8.7 sets out the types of loss that are wholly excluded:

- (a) Direct damages;
- (b) Goods packed or unpacked by You or others;
- (c) The cost of replacing Goods lost or damaged as new;
- (d) Special or incidental damages;
- (e) loss of profits;
- (f) loss of sales or business;
- (g) Pre-existing damage to the Goods;
- (h) Lack of maintenance to the Goods;
- (i) 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;
- (j) Goods seized by police, customs, or other legal, local or government enforcement agencies;
- (k) Loss or damage caused by insects, vermin, birds, or any infestations;
- (l) 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;
- (m) loss of agreements or contracts;
- (n) loss of anticipated savings;
- (o) loss of use or corruption of software, data or information including relating to the remove or deletion of any code, configuration, or any other deliverable produced by the Supplier relating to any unpaid invoices;
- (p) loss of or damage to goodwill; and
- (q) indirect or consequential loss.

8.8 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire



4 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

- (a) The Customer agrees:
- (i) 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;
 - (ii) 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;
 - (iii) to co-operate with Us in Our enquiries, as is reasonable in the circumstances, and to provide any additional information We may reasonably require;
 - (iv) 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;
 - (v) to retain packaging or other evidence if requested;
 - (vi) to allow Us or Our agents to collect Items for inspection or assessment by a restorer or third party;
 - (vii) Damaged Items should not be disposed of until We have had a reasonable opportunity to inspect if We consider inspection necessary.

8.9 Other than by reason of the Supplier's negligence or breach of contract, the Supplier will not be liable for any delays in carrying out the Services.

8.10 This Clause 8 shall survive termination of the Contract.

9. TERMINATION

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one month's written notice.

9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing to do so;



- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (a) there is a change of Control of the Customer.
- 9.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 9.2(b) to clause 9.2(d) or the Supplier reasonably believes that the Customer is about to become subject to any of them.

10. CONSEQUENCES OF TERMINATION

On termination of the Contract:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry,



including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. GENERAL

- 11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemics;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action (or inaction) taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, government imposing any form of lockdown or restrictions of movement of people or opening of business premises or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

- 11.2 Provided it has complied with Clause 12.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be reasonably extended accordingly.



- 11.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 11.4 An event shall not be a Force Majeure Event if, and to the extent that, it arises, directly or indirectly, from the act or omission of the party claiming Force Majeure Event or from such party's lack of funds. The Affected Party shall:
- 11.5 as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- 11.6 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 11.7 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 2 months the party not affected by the Force Majeure Event may terminate this agreement by giving 4 weeks' written notice to the Affected Party.
- 11.8 **Assignment and other dealings.**
- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 11.9 **Confidentiality.**
- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.9(b).
- (b) Each party may disclose the other party's confidential information:
- (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.99; and



- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 11.10 **Entire agreement.**
- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
 - (c) Nothing in this clause shall limit or exclude any liability for fraud.
- 11.11 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.12 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.13 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 11.14 **Notices.**
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number



- (b) Any notice or other communication shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.15 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

11.16 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

11.17 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:

- (a) Your full name;
- (b) The collection/delivery addresses;
- (c) The dates when the Services were provided;
- (d) Your reference number;
- (e) What has gone wrong/ the reason for your complaint;
- (f) 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. 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 proceedings should You wish to do so however Your decision not to follow the complaints procedure may affect any claim You make in regard to Your legal costs.

11.18 **Jurisdiction.** Without prejudice to Clause 11.17, Each party agrees that the courts of England and Wales shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

This agreement has been signed and takes effect on the date and signature as specified in the Service Order Form