

MAIN TERMS & CONDITIONS OF BUSINESS OF MICHAEL HEAP LIMITED ('MHL')

These terms and conditions explain your rights, obligations and responsibilities and those of MHL. Your attention is drawn to **clauses 5, 8, 9, 11, 12 and 13**, which limit our liability to you and you should therefore consider specialist insurance to cover your goods or premises. We are able to insure your goods under our policy of insurance and we would draw your attention to **clause 8A** in respect of extended liability cover. These terms can only be amended or changed by written agreement between us. Reference to "you" means you the customer, "we" means MHL. Nothing in these terms and conditions of business shall prejudice our obligations to you under the Code of Practice of The British Association of Removers. Reference to our 'Quotation' means the documents comprising these terms and conditions of business, our terms and conditions of business relating to storage (if applicable), our Removal Quotation and Acceptance of Removal Quotation and our Storage Quotation and Acceptance of Storage Quotation (if applicable).

1 Our Quotation

We may vary our Quotation, and you agree to pay any additional charges, in the following circumstances (unless we state in writing that we have specifically taken the matter into account in preparing our Quotation): **(a)** if you do not accept it within 28 days or if by your delay the work that we have quoted for is not carried out or completed within 3 months; **(b)** our costs increase because of changes in taxation, duties, fees or freight charges; **(c)** we have to collect or deliver goods above a second floor; **(d)** we supply any additional services, including moving or storing extra goods; **(e)** there are delays in carrying out your removal which are outside of our reasonable control and which increase or extend the resources or time required to carry out the agreed work; **(f)** the stairs, lifts or doorways are inadequate or the approach is unsuitable for our vehicles to load and/or unload within 20 metres of a suitable doorway and this means that we have to do extra work; **(g)** parking or other charges are incurred in order to carry out services on your behalf; **(h)** we carry out work at your request on a Saturday, Sunday, or Public Holiday or outside normal working hours (08.00 hours to 18.00 hours). Any work that we may carry out for you that is in addition to that included in our Quotation will be governed by these terms and conditions.

2 Work Excluded From Our Quotation

Unless otherwise agreed in writing we will not: **(a)** dismantle or assemble furniture e.g. wardrobes, tables etc.; **(b)** take down fittings or fittings (including light fittings) or equipment; **(c)** disconnect or reconnect appliances e.g. washing machines and dishwashers; **(d)** remove or lay fitted floor carpets/coverings; **(d)** move or store any items excluded under **clause 5**; move items into or out of a loft unless properly lit, floored and safe access is provided. If any of our staff does this kind of work for you without our written agreement we shall not be liable for any loss or damage.

3 Your Responsibilities

You are responsible for: **(a)** ensuring that nothing is taken away from or left behind at your premises in error; **(b)** obtaining at your expense all documents and permissions necessary for the removal to be completed; **(c)** the security of your goods at the departure and destination points by being present yourself or by ensuring that you are represented by another person; **(d)** preparing and stabilising all appliances prior to the removal; **(e)** obtaining and paying for any necessary parking permits/permissions; **(f)** ensuring that your premises are safe and do not present a danger to our employees. We shall not be liable for any loss or damage, costs, expenses or charges that may arise from any of these matters and you shall be liable to indemnify us for any loss or damage and/or charges, expenses or costs suffered by us.

You are also responsible for declaring to us in writing on or before the date that the goods are moved or taken into store the fair value of the goods that are being moved or stored by us. If it is subsequently proved that the true value of the goods moved or stored by us is greater than the value declared by you, you agree that our liability to you under these terms and conditions will be reduced to reflect the proportion by which your declared value bears to the true value.

4 Ownership of Goods

By entering into this contract with us you warrant to us that the goods to be carried or stored by us are owned by you or that you have the authority of the owner of the property to make this contract in respect of the goods to be moved or stored. You agree to indemnify us for any loss or damage and/or charges, expenses or costs that we may suffer if these statements are not true.

5 Excluded Items

Unless we have otherwise agreed in writing to do we shall not carry the following items and if they are packed without our knowledge we shall not be liable to you or to any third party for any resulting loss or damage and/or charges, expenses or costs and you agree to indemnify us for any loss or damage and/or charges, expenses or costs suffered by us: **(a)** jewellery, watches, gems, stones, money, deeds, securities, stamps, coins or collections of a similar kind; **(b)** dangerous, damaging or explosive items; **(c)** refrigerated or frozen food or drink; **(d)** goods that may encourage vermin or pests or otherwise cause infection; **(e)** illegal goods; **(f)** petrol, diesel or other fuels or inflammable liquids or gases.

6 Cancelling your Removal

Unless you have elected to pay for Cancellation Cover in accordance with **Clause 6A** below, if, after accepting our Quotation, you cancel this contract or having confirmed a date you postpone your removal date, we may charge you a proportion of our Quotation depending on how much notice you give to us – 14 to 7 days notice prior to the removal date = **25%** of the price agreed; 6 days or less notice prior to the removal date = **50%** of the price agreed for the removal.

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You may elect to pay for Cancellation Cover at a cost of £75.00 plus VAT. If you elect to pay for Cancellation Cover you will not incur any charge if, after accepting our Quotation, you cancel this contract or having confirmed a date you postpone your removal (first change of date only).

7 Paying for your Removal

Payment of **50%** of our quoted price for our removal services is required **not less than 7 days before your removal date**, with the balance in full immediately following completion of your removal. We shall charge interest at **5%** per month, calculated on a daily basis from the date of invoice on accounts that are outstanding for more than 14 days. You may not withhold any part of the invoiced price even in circumstances where you consider that you may have a claim against us.

8 Our Standard Liability Cover for Loss or Damage

This clause applies if you **have not** elected in writing to take the Extended Liability Cover set out in **clause 8A**.

Our liability for loss or damage is limited, as follows: Except where our liability to you is excluded by these terms and conditions (for example by the operation of clauses 5, 8, and 11) in the event of our negligence or breach of contract resulting in loss or damage to your goods, we will pay you a sum equivalent to the cost of their repair or replacement up to a maximum of £40.00 sterling in respect of each item which is lost or damaged (subject to a maximum aggregate payment of £2500.00). You shall be responsible for bearing the first £40.00 of any claim that you make against us. For these purposes an item shall be any pair, set, collection, suite or any carton, box or container or any other object or thing that is moved, handled or stored by us.

We shall have the right to pay for the repair or replacement of any item that is lost or damaged. However, if we choose to repair the item we shall not be liable for any depreciation in value.

8A Extended Liability Cover for Loss or Damage

This clause shall only apply if you have elected to take the Extended Liability Cover in writing and have paid the charges for such cover. In that event, the provisions of this clause shall apply. We shall take out and maintain for the benefit of MHL a contract of insurance (on an indemnity basis) in accordance with the summary of terms provided to you with our Quotation, providing cover to us for your goods during the removal and/or storage of your goods.

For the purposes of any claim that you may bring against us and which we shall pursue under such policy of insurance, the aggregate value of the goods which are the subject of the claim shall be the value determined by the insurance company (subject to a maximum aggregate value of £25,000 unless we have otherwise agreed with you in writing to a higher or lower aggregate value).

Except where our liability to you is excluded by these terms and conditions (for example, by the operation of **clauses 5, 9, 11, 12 and 13**) if loss or damage occurs to your goods as a result of any matter which may result in a claim under the Extended Liability Cover, we shall notify our insurer promptly of the claim and in any event within 7 days of receipt from you of written notification of a potential claim situation. You shall assist us in pursuing such claim and shall provide to us, our insurer or any agent of the insurer appointed to investigate such claim such information as may reasonably be required. We shall provide to you, our insurer or any agent of our insurer appointed to investigate such claim such information as may reasonably be required. We will supply you with copies of all correspondence relating to the claim. We will notify claim situations to our insurer but we shall not in any circumstances be under any obligation to start or to threaten to start any legal proceedings in respect of any such claim against our insurer or any other party.

In the event that we make a claim under such insurance as aforesaid we shall pay or arrange for payment to you of that part of the proceeds of such claim which we receive from our insurer and which relates to the damage or loss of goods after deducting any outstanding sums due from you to us. For the avoidance of doubt, you acknowledge that our only liability to you in respect of any claim under such insurance is restricted to the payment to you of any sums recovered from our insurer, which relate to the loss or damage of your goods, less any outstanding sums due from you to us. Please note that specific terms will be applied by our insurers to claims under the contract of insurance that we maintain and these may have the effect of reducing a claim, inter alia, in the event of under insurance.

We do not give any advice concerning nor do we accept any liability to you in respect of the suitability of or terms of the block insurance cover referred to in this clause 8A. Nothing in this clause 8A shall make us your agent. It is for you to make your own judgment whether such insurance is appropriate to cover the goods and risks to them.

8B Extent of Our Liability to you

For the avoidance of doubt, our liability to you for any loss or damage shall be governed by **clause 8** or **clause 8A**, as appropriate, and shall be limited to the amounts set out in those clauses.

8C Disputes

If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it to the Conciliation Service provided by the British Association of Removers (BAR). If the dispute cannot be settled by this method, it may be referred by either party to the BAR Arbitration Service. Under this scheme, the case will be independently determined by an arbitrator appointed by the Chartered Institute of Arbitrators. Recourse to arbitration is subject to certain limits, current details of which are available upon request from BAR, Tel: 01923 699 486, Fax: 01923 699 481 Email: info@bar.co.uk Conciliation does not prejudice your right to commence court proceedings.

9 Exclusions from our Liability to you

We shall not be liable to you for (1) any loss or damage and/or charges, expenses or costs suffered by you or (2) our failure to deliver your goods to you, resulting from:

- death, injury or sickness arising from the removal or storage of any refrigerated or frozen food or drink;
- normal wear and tear, leakage or evaporation;
- moths, vermin or similar infestation;
- the carriage or storage of any goods not packed or unpacked by us;
- the carriage of any goods in wardrobes, drawers or appliances
- fixtures, fittings, property or goods damaged as a result of difficult access;
- the carriage or storage of any goods referred to in **clause 5**;
- the carriage or storage of any goods that are brittle or have an inherent defect, sensitive equipment (including computer equipment, televisions and hi-fi's), electronic or motor driven goods (unless there are visible signs of outward impact damage);
- any goods received from you or a third party in an unknown condition;
- instructions from you to move, transport or dismantle any kit or system or, self-assembly furniture nor for its quality when re-assembled by you or us;
- instructions from you to move goods against our advice and where to move the goods in the manner instructed is likely to cause damage to such goods;
- war, act of God, terrorism, industrial action, atmospheric or climatic change or any other event outside of our reasonable control.

We shall not be liable to you in any circumstances for any consequential loss, including loss of profit or enjoyment.

10 Waiting Time

If, for reasons outside of our reasonable control, we are unable to collect or deliver your goods at the agreed time we will collect or deliver them as soon as practicable and, if required, take them into store. Any additional costs that we incur in these circumstances e.g. another removal crew and vehicle on another day or storage will be for your account.

If we are unable to begin unloading a removal vehicle by 2.00 p.m. on the day of your removal, for reasons outside of our control i.e. unavailability of keys, we shall give you a grace period of one hour to 3.00 p.m. Unless you have agreed to pay for Delay Cover in accordance with **clause 10A** below, if we cannot begin unloading by 3.00 p.m. we shall charge you £20.00 plus VAT per hour or part thereof after 3.00 p.m. until the removal is completed. Unless you have agreed to pay for Delay Cover in accordance with **clause 10A** below, if we cannot begin unloading by 4.00 p.m. we shall charge you £40.00 plus VAT per hour or part thereof after 3.00 p.m. until the removal is completed. Unless you have agreed to pay for Delay Cover in accordance with **clause 10A** below, if we cannot begin unloading by 5.00 p.m. we shall charge you £50.00 plus VAT per hour or part thereof after 3.00 p.m. until the removal is completed. **Delay Cover only applies on the day of the removal.**

10A Delay Cover

You may elect to pay for Delay Cover at a cost of £75.00 plus VAT. If you elect to pay for Delay Cover you will not incur any of the additional charges set out in **clause 10** above.

11 Damage to Premises

Save as provided below if we cause damage to premises our liability to you will be limited to a maximum aggregate payment of **£250.00**. Our liability shall be limited to making good only the damaged area. Any damage to premises must be noted to a member of our staff at the time of the removal and confirmed to us in writing within 7 days.

If we cause damage to premises as a result of moving goods under your express instruction and against our advice and where to move the goods in the manner instructed is likely to cause damage, we shall not be liable to you.

12 Storage of Goods

Extra terms and conditions apply to the storage of your goods. These are supplied with our Quotation where storage is included and can be supplied separately on request.

13 Time limits for Claims against Us

We shall not be liable to you for any loss or damage and/or charges, expenses or costs unless any claim is notified to us in writing (1) within 7 days of our delivery of your goods to you or (2) at the time of the collection by you or your agent of your goods from us.

14 Your Third Party Indemnity to Us

Where a claim is made against us by a third party in respect of any service provided by us to you, you shall indemnify us in full against any loss or damage and/or charges, expenses or costs that we may incur unless you can show that we were negligent in the performance of our work.

15 Our Right to Sub Contract/Choice of Route and Method

We may sub contract some or all of the work that we have agreed to carry out for you. If we sub contract any work, your contract will remain with us and these terms and conditions of business will apply.

We have the right to choose the route and method by which we carry out our work. Unless it has been otherwise agreed with you in writing in our Quotation, space, volume or capacity in our vehicles or containers may be used to carry goods for other customers.

16 Governing Law

This contract shall be subject to and shall be construed and interpreted in accordance with English law and shall be subject to the jurisdiction of the courts of England.

30 April 2009