

TERMS AND CONDITIONS

These conditions explain your rights, obligations and responsibilities and those of the transportation contractor. A contract is a two-way arrangement and it is important that everyone knows where they stand. Where we use the word you, it means the customer: we or us means the contractor named on the front of this contract. These conditions can only be changed or amended by written agreement between us. Our liability for loss or damage is limited (in this connection please pay special attention to Clause 8). Insurance is a separate contract between you and the insurer and the insurance conditions are separate from our conditions. If you want us to carry out any service or move goods which are specifically excluded by these conditions, we cannot take responsibility for loss or damage for uninsured goods or services.

1. Our quotation.

Our quotation does not include Customs duties or any other fees payable to government bodies. Although it is a fixed price we may change it or make additional charges if any of the following have not been taken into account when preparing the quotation:

- You do not accept it within 28 days.
- if by your delay the work is not carried out completed within three months
- Our costs increase because of currency fluctuations or changes in taxation or freight charges beyond our control.
- We have to collect or deliver goods above second floor.
We supply any additional services, including moving or storing extra goods (these conditions apply to such work).
There are delays outside our reasonable control
- The stairs, lifts or doorways are inadequate or the approach is unsuitable for our vehicles, and this means we have to do extra work.
- Any parking or other fees or charges that we have to pay in order to carry out our service on your behalf.

2. Work not included in the quotation.

Unless agreed in writing we will not:

- Dismantle or assemble unit-furniture (flat-pack), fittings or fittings
- Disconnect or reconnect appliances, fittings or equipment.
- Remove or lay fitted floor coverings.
- Move night storage heaters unless they are dismantled.
- Move or store any items excluded in Clause 5.

If any of our staff does this kind of work for you without our written agreements we will not be liable any loss or damage.

3. Your responsibility during removal.

It will be your sole responsibility to:

- Ensure that nothing is taken away in error or left behind.
- Obtain at your own expense all documents necessary for the removal to be completed.
- Take responsibility for security of your goods at the departure and destination points by being present yourself or asking someone to represent you.
- Adequately prepare and stabilize all appliances prior to their removal.
- Arrange and pay for any necessary parking facilities.

AES will arrange any necessary parking fees at additional charge unless stated on your quotation.

4. Ownership of the goods.

By entering into this contract you warrant that:

- The goods to be removed are your own property or
- 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 will indemnify us in respect of any claim for damages and / or costs provided by us.

5. What is excluded.

The following items are specifically excluded from this contract and if you ask us to move them we do not accept any responsibility for loss or damage.

- Jewelry, watches, trinkets, precious stones, money, deeds, securities, stamps, coins or goods or collections of a similar kind.
- Potentially dangerous, damaging, or explosive items.
- Goods likely to encourage vermin or other pests or to cause infection.
- Refrigerated or frozen food or drink.
- Any animals and their cages or tanks including pets, birds or fish.
We are entitled to dispose of (without notice) any goods submitted which are listed under 5b, 5c and 5d.

6. Postponements / Cancellations.

Note that 50% of any approved rate will apply if a job is cancelled or postponed with less than 24hrs notice.

7. Paying for the removal

You must pay our charges in cash or by bank transfer

You may not withhold any part of the agreed price and interest at 4% per month, calculated on a daily basis, is charged on all accounts outstanding more than thirty days. We reserve the right not only to terminate this contract if payment is not received before the removal date but also not to carry out any of the services quoted for.

8. Our liability for loss or damage.

We shall not be liable for loss or damage to shipments not insured through AES. Therefore service assumes the owner is responsible for insurance and/or accepts all risk.

shall not be liable for loss or damage resulting from:

- fire, loss or damage while goods are in store.
- moths, vermin or similar infestation; cleaning repairing or restoring (unless we did the work);
ar, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war rebellion, military coup, wear and tear, leakage or evaporation, atmospheric or climatic changes, death, injury sickness or disease arising from the removal or warehousing of any frozen food or drink.
Frozen goods are only moved at your risk.
- any consequential loss of any kind except as stated in 9 below.
items which are brittle or have an inherent defect, deep freezers, the mechanism in clockwork electronic or motor-driven goods (unless there are outward signs and visible signs of impact damage), sensitive equipment or self-assembly furniture that is dismantled and / or re-assembled, regardless of who built it originally, or for self-assembled furniture which is not suitable for transport.

I have read and accept the above terms and conditions

Signature _____

Date: _____

Printed Name: _____

- any goods not packed or unpacked by us.
- items left inside cupboards or other furniture
- food or plants.
- fixtures, fittings, property or goods damaged as a result of difficult access
- goods received from a third party in a unknown condition, or damaged/lost by 3rd party. b)
- any items referred in Clause 5.

9. Delays in transit

If we do not keep to an agreed written time schedule and the delay is within our reasonable control c) We will pay you reasonable expenses up to a maximum of \$150. If though no fault of ours we are unable to deliver your goods, we will take them into store. The contract will then be fulfilled and anyf) Additional service(s), including storage and delivery, will be at your expense.

10. Damage to premises.

We shall not be liable for damage to premises caused by our negligence and our liability will then be limited to a maximum amount of \$350 unless Property Damage Insurance has been arranged. Any damage to premises must be noted on the delivery receipt and confirmed in writing to us within seven days. The time limit is essential otherwise we will not be liable.

11. Time limits for claims.

We will not be liable for any loss or damage to any goods unless:

- Any claim for loss or damage to goods which you or your agent collect from us is notified to us in Writing at the time of collection.
- you notify us in writing of any loss or of damage to the goods within seven days of their delivery for By us to their destination.

In both cases, time limits are essential to the contract.

12. Our right to sell the goods.

On giving you 28 days notice we are entitled to require you to move your goods from our custody And to pay all money due to us. If you fail to pay all outstanding debts due to us we are entitled to sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be Charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest.

13. Our to lien.

We have a legal right to withhold or ultimately dispose of some or all of the goods until you have paid All our charges and other payments due under this contract. These include any charges that we have paid out on your behalf.

14. Claims against us.

Where these are made by third parties (people other than you). In respect of the goods or the service you will be liable to pay an d indemnify us against any charges, expenses, damages Or penalties claimed against us unless you can prove that we were negligent.

15. Our right to sub-contract the work.

- We reserve the right to sub-contract some or all of the work.
- If we sub-contract, then these conditions will still apply.

16. Where the law applies

This contract is subject to the laws of the country in which this Was made

17. Your forwarding address.

If you send goods to be stored you must provide a forwarding address and notify us in writing if it changes. All correspondence and notices will be considered to have been received by you seven days after posting it to the last forwarding address recorded by us.

18. Inventory

Where we produce an inventory of your goods and send it to you it will be accepted as accurate unless you write us within seven days of receiving it notifying us of errors or omissions.

19. Payment

Storage charges are payable in advance. All charges include removal charges must be paid in full Before goods may be taken out of storage.

20. Revision of storage charges

We review our storage charges periodically. You will be given 28 days notice of any increases. We

21. Termination

If your payments are up to date we will not end this contract except by giving you three calendar months notice in writing. If you wish to terminate your storage contract you should give at least 14 days notice. If we can release the goods earlier we will do so, provided your account is up to date. c)

22. Handing out charges

If you choose someone else to collect your goods from our warehouse we are entitled to make a e) charge for handing them over. Our liability will cease upon handing over the goods.