

# THE TALKING TRUCK COMPANY LIMITED - Terms and Conditions

These terms and conditions ("Terms") explain the rights and obligations under this Agreement. The word 'you' or 'your' means the Customer, the words 'we', 'us' or 'our' means The Talking Truck Company Limited of Unit 4, Granville House, Granville Road, Maidstone, Kent ME14 2BJ. These Terms can be varied only by written agreement. **Your attention is drawn to Clauses 5, 11, 12 and 13 which set out our liability and exclusions for loss of or damage to goods and property.**

## 1. APPLICATION OF CONDITIONS

1.1 These Terms shall be incorporated into the agreement ("Agreement") between you and us and prevail over any other terms or conditions contained or referred to in any order, confirmation of order, acceptance of a quotation or specification.

1.2 Your acceptance of our quotation for services from us constitutes an offer by you to purchase the services specified in it ("Services") on these Terms. No offer placed by you shall be accepted by us other than by a written acknowledgement issued and executed by us; or (if earlier) by our starting to provide the Services, when a contract for the supply and purchase of those Services on these Terms will be established.

## 2. DURATION

2.1 The Services supplied under this Agreement shall continue to be supplied until the removal in question is completed in accordance with our responsibilities in Clause 6, unless this Agreement is terminated earlier in accordance with Clause 21.

## 3. OUR QUOTATION

3.1 Our quotation does not include customs, taxes, duties, inspections or fees payable to government bodies. It does not include the cost of any insurance.

3.2 We are entitled to change the price and/or make additional charges if circumstances are found which have not been taken into account when our original quotation was prepared. A non-exhaustive list of such circumstances are:

3.2.1 You do not accept our quotation within 28 days, or the work is not carried out or completed within 3 months;

3.2.2 Changes in currency, taxation or freight charges;

3.2.3 You wishing the Services to be performed on a Saturday, Sunday or Public Holiday or outside normal hours 0800-1800hrs;

3.2.4 We have to collect or deliver above the ground floor, basement, and upper floor;

3.2.5 Collection of goods from our warehouse;

3.2.6 Moving or storing extra or additional items or goods not previously notified;

3.2.7 Stairs, lifts or doorways that are inadequate for free movement of goods without mechanical equipment or structural alteration, or that the approach or road is unsuitable for our vehicles/containers to load/unload within 20 metres of the doorway;

3.2.8 We have to pay parking or other fees or charges in order to carry out the Services; or

3.2.9 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the Services.

## 4. WORK NOT INCLUDED IN THE QUOTATION OR THE SERVICES

4.1 Unless agreed in writing, we will not:

4.1.1 Disconnect, re-connect, dismantle or re-assemble appliances, unit or system furniture, doors, windows, fixtures, fittings or equipment;

4.1.2 Take-up or lay fitted floor coverings;

4.1.3 Move items from a loft, unless properly lit and floored and safe access is provided; or

4.1.4 Move or store these items excluded under clause 7.

## 5. YOUR RESPONSIBILITY

5.1 You agree that it will be your sole responsibility to:

5.1.1 Declare to us, in writing, the value of the goods being removed/and or stored as part of the Services. If it is subsequently established that the value of the goods removed or stored is greater than the actual value you declare, you agree that our liability will be reduced to reflect the declared value;

5.1.2 At your expense obtain all documents, permits, permissions, licenses or customs documents necessary for the Services to be completed;

5.1.3 Be present or represented during the collection and delivery of the Services and to acknowledge our written or verbal advice when we warn that your instructions carry an unreasonable level of risk;

5.1.4 Ensure authorised signature on agreed inventories, receipts, job sheets or other relevant documents by way of confirmation of collection or delivery of goods;

5.1.5 Provide an entranceway of sufficient size for your furniture and goods to pass through whilst being carried or moved by our personnel on foot;

5.1.6 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error;

5.1.7 Arrange proper protection for goods left in unoccupied or unattended premises or where people such as (but not limited to) tenants or workmen are or will be present;

5.1.8 Prepare adequately all appliances or electronic equipment prior to their removal;

5.1.9 Empty, properly defrost and clean refrigerators and deep freezers; and

5.1.10 Provide a contact address for correspondence during performance of the Services and if you do not do so we are entitled to charge you any costs incurred in establishing your whereabouts.

5.2 Save due directly by our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges arising from your failure to discharge these responsibilities.

## 6. OUR RESPONSIBILITY

6.1 It is our responsibility to perform the Services so that your goods are delivered or produced for your collection in the same condition as they were in at the time when they were packed or otherwise made ready for transportation and/or storage.

6.2 Only if the Services specifically describe that we have undertaken to pack the goods or make them ready for transportation and/or storage is it our responsibility to deliver them to you, or produce them for collection in the same condition as they were immediately prior to being packed/made ready for transportation or storage.

## 7. GOODS NOT TO BE SUBMITTED FOR REMOVAL OR STORAGE

7.1 Unless we agree in writing in advance, the following items must not be submitted for removal or storage as part of Services and under no circumstances will they be moved or stored by us. Some of the items listed below may present risks to health and safety and of fire or other risks and you should make your own arrangements for the transportation and storage of them:

7.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition;

7.1.2 Jewellery, watches, trinkets, precious stones or metals, money deeds, securities, stamps, coins, or goods or collections of any similar kind;

7.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination;

7.1.4 Perishable items/and or those requiring a controlled environment.

7.1.5 Any animals, birds or fish; and

7.1.6 Goods which require special licence or government permission for export or import.

7.2 If you submit such goods without our knowledge we will make them available for your collection. If you do not collect them within a reasonable time we will be entitled, at no further notification to you, appropriately dispose of any such goods at your expense. You agree to pay us charges and all expenses, costs or penalties incurred by us in connection with such storage and disposal.

## 8. OWNERSHIP OF GOODS

8.1 By entering into this Agreement, you guarantee that:

8.1.1 The goods to be removed and/or stored are your own property;

8.1.2 The persons who own or have interest in them have given you authority to make this contract and have been made aware of these Terms.

## 9. CHARGES IF YOU POSTPONE OR CANCEL THE REMOVAL OR AGREEMENT

9.1 If you postpone or cancel the Services or this Agreement, we are entitled to charge you by reference to how much notice you give: between 4-7 working days (ie not Saturday, Sunday and Bank Holidays) – 50% of the total Services charges; 3 working days – 75% of the total Services charges; 1-2 working days – 90% of the total Services charges; and less than 24 hours – 100% of the total Services charges.

## 10. PAYMENT

10.1 Payment for the Services in full is required by cleared funds not less than one working day in advance of the date of removal or storage period. Time shall be of the essence in relation to payment. You may not withhold any part of the agreed price.

10.2 In respect of all sums due but not paid, we will charge interest on a daily basis compounded monthly calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.

## 11. DETERMINATION OF OUR LIABILITY FOR LOSS OR DAMAGE

11.1 If you provide us with a declaration of the value of your goods, then subject to clause 5 the extent of our liability to you in the event of loss or damage to these goods by our breach of our obligations in clause 6 will be determined in accordance with this clause, subject to our maximum aggregate liability limit to you being £50,000.

11.2 In the event of loss or damage to your goods arising from our breach of clause 6, our liability to you is to be assessed as a sum equivalent to either the cost of repair or replacement, whichever is the smaller sum, taking into account the age and condition of the goods immediately prior to their loss

or damage, and subject to the maximum liability of £50,000 referred to in clause 11.1.

11.3 Where the loss or damaged item is part of a pair or set, our liability to you where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of the item as a set or pair.

## 12. DAMAGE TO PREMISES OR PROPERTY OTHER THAN GOODS

12.1 Because third party contractors are frequently present at the time of collection or delivery our liability for loss or damage is limited as follows:

12.1.1 If we cause loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only;

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

12.1.3 If we are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt as soon as practically possible or within a reasonable time.

## 13. EXCLUSIONS OF LIABILITY

13.1 We will not be liable for loss of or damage to your goods as a result of fire or explosion howsoever that fire or explosion was caused unless we have been negligent.

13.2 Other than arising directly from our negligence we will not be liable for any loss of or damage to or failure to produce the following goods (or arising from the loss, damage or failure):-

13.2.1 Bonds, securities, stamps, manuscripts or other documents or electronic data;

13.2.2 Anything encouraging vermin or other pests or to cause infestation or contamination;

13.2.3 Perishable items and/or those requiring a controlled environment;

13.2.4 Furs, jewellery, watches, precious stones/ metals, money, coins or deeds exceeding £100 in value; or

13.2.5 Any animals birds or fish.

13.3 Other than arising directly from our negligence or breach of contract we will not be liable for any loss of, or damage to, or failure to produce the goods if such failure is caused by any of the following circumstances:-

13.3.1 By war, invasion, hostilities (whether war is declared or not), civil war, terrorism, rebellion, Act of God, industrial action or other such events outside our reasonable control;

13.3.2 By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods;

13.3.3 By vermin, moth, insects and similar infestation, damp, mould, mildew, or rust;

13.3.4 By cleaning, repairing or restoring unless we arranged for the work to be carried out;

13.3.5 By change to atmospheric or climatic conditions;

13.3.6 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by us;

13.3.7 Loss of or damage to china, glassware and fragile items unless they have been both professionally packed and unpacked by the us or our subcontractor. In the event of an accident involving an owner-packed container where damage would have occurred irrespective of the quality of the packing, then our liability is limited to £100 or its actual value whichever is the less;

13.3.8 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage;

13.3.9 Loss or damage of motor vehicles caused by scratching, denting or marring unless you obtain from us a pre-collection condition report; or

13.3.10 For any goods which have a pre-existing defect or are inherently defective.

13.4 No employee of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.

13.5 Our liability will cease upon handing over goods from our warehouse or upon completion of delivery.

13.6 We will not be liable to you for any consequential or indirect financial loss.

## 14. TIME LIMIT FOR CLAIMS

14.1 For goods which we deliver, you must notify us in writing of any visible loss, damage or failure to produce any goods at the time of delivery.

14.2 If you or your agent collect the goods, you must notify us in writing of any loss or damage at the time the goods are handed to you or your agent.

14.3 Notwithstanding clauses 12 and 13 we will not be liable for any loss of or damage to the goods unless a claim is notified to us, or to our agent or the company carrying out the collection or delivery of the goods on our behalf, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of delivery of the goods by us.

14.4 The time limit for notifying us of your claim may be extended upon receipt of your written request provided such request is received within seven (7) days of delivery.

## 15. DELAYS IN TRANSIT

15.1 If our performance of the Services and our obligations under this Agreement is prevented or delayed by any act or omission of you or your agents, we shall not be liable for any costs, or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.

15.2 Other than as may directly arise from our negligence or breach of contract, we will not be liable in any way for any delays of and in transit.

15.3 If through no fault of ours we are unable to deliver our goods we will take them into store and our Services will be deemed fully performed. Any additional storage or delivery will be at your additional expense.

## 16. OUR RIGHT TO HOLD THE GOODS (LIEN)

We shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other Agreement. These include any charges that we have paid out on your behalf. While we hold the goods you will be liable to pay all storage charges and other costs incurred by our withholding your goods and these Terms shall continue to apply.

## 17. OUR RIGHT TO SUB-CONTRACT THE WORK

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

## 18. ROUTE AND METHOD

18.1 We have the right to choose the method and route by which to carry out the Services.

18.2 Unless it has been specifically agreed otherwise in writing in our quotation, other space/volume/capacity on our vehicles and/or the container may be utilised for consignments of other customers.

## 19. LIST OF GOODS (INVENTORY) OR RECEIPT

Where we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within 10 days of the date of sending, or a reasonable period agreed between us, notifying us of any errors or omissions.

## 20. OUR RIGHT TO SELL OR DISPOSE OF THE GOODS

If payment of our charges relating to your goods is in arrears, and on giving you one month's notice, we are entitled to require you to remove your goods from our custody and pay all money due to us. If you fail to pay all outstanding amounts due to us, we may 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. If the full amount due is not received, we may seek to recover the balance from you.

## 21. TERMINATION

21.1 This Agreement shall terminate automatically on completion of the Removal and payment by the Customer.

21.2 We may at any time upon five days' notice cancel this Agreement without cause.

## 22. RIGHTS OF THIRD PARTIES

This Agreement is for the benefit of the parties to it and (where applicable) their successors and permitted assignees and is not intended to benefit, or be enforceable by, anyone else.

## 23. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.