

Illy James Limited

Terms and Conditions

These conditions explain your rights, obligations, and responsibilities and those of all parties in this Agreement and the Removal Contractor for removal/storage services. Where these conditions use the word 'you' or 'your' it means you as the removal customer, The Removal means Illy James Ltd. By accepting our quotation you agree to be bound to these Terms and conditions.

1. Quotation

1.1 The removal quotation issued by Illy James Ltd ("the quotation") is a fixed price. Unless otherwise stated on its face, it does not include insurance, customs duties and inspections or any other fees payable to government bodies. Illy James Ltd may change the quoted price for the removal or make additional charges if any of the following have not been taken into account when preparing the quotation.

- (a) You do not accept the quotation in writing within 28 days, providing at the time of acceptance a firm removal date which Illy James Ltd agrees in writing.
- (b) By reason of your delay, the removal is not carried out or completed within three months of the date of acceptance of the quotation.
- (c) Illy James Ltd costs increase (or decrease) because of currency fluctuations (where applicable) or changes in taxation or freight charges for reasons beyond our control.
- (d) The work is carried out on a Sunday or Public Holiday at your request.
- (e) Illy James Ltd has to collect or deliver goods from/to above the ground and second upper floor of a property (unless assisted by a lift).
- (f) Illy James Ltd supply any additional services not included or requested to be included in the quotation, including moving or storing extra goods.
- (g) The stairs, lifts or doorways at the property are inadequate for free movement of the goods without the need for mechanical equipment or structural alteration, or the approach, road or drive to the property is unsuitable for Illy James Ltd vehicles and/or containers to get to and load and/or unload within 20 metres of the doorway, and as a result Illy James Ltd have to carry out extra work not included within the quotation.
- (h) Any parking or other fees or charges that have to be paid by Illy James Ltd in order to carry out the removal services on your behalf.
- (i) There are delays or events outside Illy James Ltd reasonable control.
- (j) Illy James Ltd are asked to agree in writing to increase their limit of liability (as set out in clause 8 of these conditions.) In all these circumstances a revised quotation will be put forward and, if agreed, you will pay the adjusted charges.

2. Work not included in the quotation

2.1 Unless agreed by Illy James Ltd, in writing, we will not, as part of the quoted removal services:

- (a) Dismantle or assemble unit or system furniture, fixtures or fittings.
- (b) Disconnect or reconnect appliances, fixtures, fittings or equipment.
- (c) Take up or lay fitted floor coverings.
- (d) Move storage heaters, unless they are dismantled.
- (e) Move items from a loft or cellar, unless properly lit, and floored and safe access is provided.
- (f) Move or store any items excluded under clause 4 of these conditions. Illy James Ltd staff will not be authorised or qualified to carry out such work. If any of our staff carry out such work, at your request without prior written agreement we will not be liable for any loss or damage which may result. It is recommended that a properly qualified person is separately employed by you to carry out these services, if required.

3. Your responsibility

3.1 It will be your sole responsibility to:

- (a) Declare to Illy James Ltd the value of the goods being removed and/or stored.
- (b) If any insurance cover offered by Illy James Ltd in the quotation and is not accepted (and paid for in advance of the start of the removal) arrange adequate insurance cover for the goods submitted for removal, and/or storage, against all insurable risks, as our liability is limited under clause 8.
- (c) Obtain at your own expense, all documents, permits, licences, and/or customs documents necessary for the removal to be completed.
- (d) Be present or represented throughout the removal.
- (e) Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
- (f) Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.
- (g) Prepare and properly stabilise all appliances or electronic equipment prior to their removal.
- (h) Empty, properly defrost and clean refrigerators and deep freezers. Illy James Ltd is not responsible for the contents of this equipment.
- (i) To provide Illy James Ltd with a contact address for correspondence during removal, and/or storage of goods.
- (j) Other than by reason of Illy James Ltd negligence, we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.
- (k) To ensure full payment of any services rendered by Illy James in respect of removal of goods and/or storage; and to pay monthly installments for storage by Standing Order, to ensure timely payment is made by the agreed due date, for the duration of the contractual period.

4. Goods not to be submitted for removal or storage

4.1 The following items are specifically excluded from this contract unless otherwise agreed as below.

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- (a) Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.
- (b) Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
- (c) Goods likely to encourage vermin or other pests and/or goods likely to cause infestation.
- (d) Refrigerated or frozen food, drink, products or goods.
- (e) Any animals including pets, birds or fish.
- (f) Goods which require a special licence or government permission for export or import. Such goods will not be removed by Illy James Ltd except with our prior written agreement. In the event we remove such goods, Illy James Ltd will not accept liability for loss or damage wholly or mainly attributable to the special nature of the goods concerned. If you submit such goods without Illy James Ltd knowledge and prior written agreement we will not be liable for any loss or damage and you will indemnify Illy James Ltd against any charges, expenses, damages or penalties claimed against us. In addition, Illy James Ltd shall be entitled to dispose of (without notice) any such goods which are listed under paragraphs 4(b),4(c) or 4 (d).

5. Ownership of the goods

5.1 By entering into this contract, you declare that:

- (a) The goods to be removed and/or stored are your own property, or
- (b) The person(s) who own or have an interest in them, have given you authority to make this contract, and have been made aware of these conditions. You will meet any claim for damages and/or costs against Illy James Ltd if these declarations are not true.

6. Charges if you cancel the removal

6.1 If you cancel this contract, Illy James Ltd may charge according to how much notice is given. Notification must be in writing by recorded delivery or electronic medium that can provide proof of time and date stamp.

- (a) More than 10 days before the removal was due to start: NIL payable.
- (b) Less than 7 days, but 5 working days before the removal was due to start: 20% of the full removal charge.
- (c) Less than 5 working days, but more than 2 working days before the removal was due to start: 30% of the full removal charge.
- (d) Within 48 hours of the start of the removal, 50% of the full removal charge (the start of the removal is viewed as the first day that the removal crew are due to be present at the property)
- (e) There will be no charges if you rebook you original moving date with at least 5 days notice.

7. Paying for the Removal

- (a) We accept only cash and Bank Transfers or transfers through PayPal (www.paypal.co.uk.) Please note there is a 2.5% charge for all PAYPAL transactions.
- (b) If payment is made by Bank Transfer or PayPal transfer, we require cleared funds in advance of removal or storage period.
- (c) We do accept cash on moving date.
- (d) You may not withhold any part of the agreed price.
- (e) In respect of all sums which are overdue to Illy James, we will charge interest on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.

8. Our liability for loss or damage

8.1 For the purposes of this clause, reference to an item is reference to any one article, suite, pair, set, complete case, carton, package or other container.

- (a) Illy James Ltd liability for loss or damage is limited. This is set out in clause 8(a)(i) below. You may request Illy James Ltd increase its liability, as set out in clause 8(b) below. This is subject to their express written agreement in advance of carrying out the removal and/or storage and payment of any additional charges.
 - (i) In the event of Illy James Ltd losing or damaging your goods, if they are liable, Illy James Ltd will pay you up to a maximum of market value for each item which is damaged, to cover the cost of repairing or replacing that item.
 - (ii) Illy James Ltd, in its sole discretion, may choose to repair or replace the damaged item. If an item is repaired Illy James Ltd will not be liable for depreciation in value.
- (b) Subject to receiving your itemised (and valued) inventory with a request in writing for the Removal Contractor to increase their liability (above that set out in clause 8(a) above), prior to the removal and/or storage commencing, Illy James Ltd may offer to extend its maximum liability to the value declared by you to them. An additional charge for the removal/storage is likely. This is not an insurance on the goods and you are strongly advised to accept the insurance offered by Illy James Ltd quote (if any) or if arranging insurance cover yourself, you are advised to show this contract to your insurance company.
- (c) Other than by reason of Illy James Ltd negligence, we will not be liable for any loss, damage or failure to produce or deliver the goods if this is caused by one or other of the circumstances set out in the following:
 - I. By fire, howsoever caused.
 - II. By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside Illy James Ltd Contractors reasonable control.
 - III. By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.
 - IV. By moth or vermin or similar infestation.
 - V. By cleaning, repairing or restoring unless Illy James Ltd did the work.
 - VI. To any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by Illy James Ltd.
 - VII. For electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.
 - VIII. To jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a similar kind, howsoever caused, unless you have previously given the Removal Contractor full particulars with value, and they

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have confirmed in writing that they accept responsibility as in conditions 8(a) or 8(b) above.

IX. To any goods which have a relevant proven defect or are inherently defective.

X. To animals and their cages or tanks including pets, birds or fish.

XI. To plants.

XII. To refrigerated or frozen food, drink, products or goods.

(d) Other than by reason of Illy James Ltd negligence, we will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage, or failure to produce the goods.

(e) No employee of Illy James Ltd shall be separately liable to you for any loss, damage, misdelivery, errors or omissions under the terms of this contract.

9. Extra conditions that apply to removals to/from a foreign country outside the United Kingdom:

(a) Illy James Ltd will accept liability only for loss or damage to goods when they are in Illy James Ltd actual possession, and if it can be proven that they were negligent. In such circumstances, the Removal Contractors will accept liability as in condition 8(a)(i) or 8(b) above. Illy James Ltd is not liable for any loss, damage or failure to produce the goods if it is caused by those circumstances set out in condition 8(c) above.

(b) Where Illy James Ltd engages an international transport operator, shipping company or airline, to convey your goods to the place, port or airport of destination, they do so on your behalf and subject to the terms and conditions set out by that carrier. By agreeing to these terms you confirm their availability to appoint such party on your behalf.

(c) If the carrying vessel/conveyance, should for reasons beyond the carrier's control, fail to deliver the goods, or route them to a place other than the original destination, you may have limited recourse against the carrier, and may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges (e.g. charges payable to a person who saves those goods), or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and if appropriate it is your responsibility to arrange adequate marine/transit insurance cover. These risks will not be insured by the Removal Contractor.

(d) Illy James Ltd do not accept liability for goods confiscated, seized or removed by Customs Authorities or other Government Agencies.

(e) All loads that are based on a shared container or shared vehicle are subject to additional terms, delivery times cannot be guaranteed and any dates or times given should be used for the purpose of guidance only. If time scales are quoted in days then this is calculated on working days and excludes Saturday, Sunday or any bank holiday in both the UK and country of delivery

10. Time limit for claims

(a) For goods which Illy James Ltd deliver, you must note any visible loss, damage or failure to produce any goods at the time of delivery.

(b) If you or your agent collect goods from Illy James Ltd warehouse, you must note any loss or damage at the time the goods are handed to you, requesting that

Illy James Ltd acknowledges and confirms your note.

(c) Notwithstanding clause 8, Illy James Ltd will not be liable for any loss of or damage to the goods unless a claim is notified to Illy James Ltd (or its

foreign correspondent if condition 9 applies) 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 Illy James Ltd, as the case may be. (d)

The time limits referred to in clauses 10(a), 10(b) and 10 (c) above shall be essential to the contract.

(e) Upon your written request, Illy James Ltd may at its discretion agree to extend your time for compliance with clause 10 (c), PROVIDED your request is received within the time limits provided for above. Subject to this proviso Illy James Ltd will not unreasonably refuse such a request.

11. Delays in transit

(a) Other than by reason of Illy James Ltd negligence, we will not be liable for delays in transit.

(b) If through no fault of Illy James Ltd we are unable to deliver your goods, e.g. late arrival of keys to the property preventing completion of the removal service on the allocated day, Illy James Ltd will take them into store. The contract will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

(c) If through no fault of Illy James Ltd we are unable to complete the removal services on the stated delivery date due to delay on your part Illy James Ltd may be entitled to ask for additional charges, such as for extra waiting time.

12. Damage to premises or property other than goods

(a) Illy James Ltd will not be liable for any damage to premises or property other than goods submitted for removal and/or storage unless they have been negligent.

(b) If Illy James Ltd cause damage as a result of moving goods under your express instruction, against Illy James Ltd advice, and to move the goods in the manner instructed will inevitably cause damage, they shall not accept that they were negligent.

(c) If Illy James Ltd 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. This is essential to the contract.

13. Right to Hold the Goods (lien)

13.1 Illy James Ltd shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all Illy James Ltd charges and any other payments due under this or any other contract. These include any charges that they have paid out on our behalf.

13.2 Whilst Illy James Ltd hold the goods without payment you will be liable to pay all storage charges and other costs incurred as a result of them withholding your goods and these removal/ storage terms and conditions shall continue to apply.

13.3 In respect of all sums which are overdue to Illy James, we will charge interest on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.

14. Disputes

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14.1 If there is a dispute arising from this agreement, which cannot be resolved by agreement or any applicable Alternative Dispute Resolution Scheme, either you or Illy James Ltd, may refer it to Arbitration with disputes being determined by an arbitrator appointed by the Chartered Institute of Arbitrators. The identity of the Arbitrator to be agreed between you and Illy James Ltd. This contract to be subject to the law of the Country in which the Removal Contractors principal place of business is situated.

15. Subcontracting the work

- (a) Illy James Ltd reserve the right to subcontract some or all of the work.
- (b) If Illy James Ltd subcontract, then these conditions will still apply.

16. Route and method

- (a) Illy James Ltd Contractors have the full right to choose the route for delivery.
- (b) Unless it has been specifically agreed in writing on the Quotation, other space/volume/capacity on Illy James Ltd vehicles and/or the container may be utilised for consignments of other customers.

17. Advice and information

17.1 Advice and information in whatever form it may be given is provided by Illy James Ltd for its customer only. Any oral advice given without special arrangement is provided gratuitously and without contractual liability.

EXTRA CONDITIONS THAT APPLY TO STORAGE OF GOODS

18. Your forwarding address

- (a) If you send goods to be stored you must provide Illy James Ltd with a correspondence address for letters and notify them if it changes. All correspondence and notices will be considered to have been received by you seven days (7) after posting to the last address recorded by Illy James Ltd.
- (b) If you do not provide an address or respond to Illy James Ltd correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the goods were removed.

19. List of goods (inventory) or receipt

19.1 Where Illy James Ltd produces a list of your goods (an inventory) or a receipt and sends it to you, it will be accepted as accurate unless you write to us within seven (7) days of receipt, notifying them of any errors or omissions.

20. Revision of storage charges

20.1 Illy James Ltd may review their storage charges periodically. You will be given twenty eight (28) days notice in writing of any increases.

21. Right to Sell or dispose of the Goods

- 21.1 On giving you twenty eight (28) days notice Illy James Ltd is entitled to require you to remove your goods from our custody and pay all money due to them.
- 21.2 If you fail to pay all outstanding debts due to Illy James Ltd 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 with the removal company and any eventual surplus after settlement of all money (and charges) due to Illy James Ltd will be paid to you (without interest).

22. Termination

22.1 If payments are up to date Illy James Ltd will not end this contract except by giving you three (3) calendar months notice in writing. If you wish to terminate your storage contract, you must give Illy James Ltd Contractor at least fourteen (14) days notice. If we can release the goods earlier, we will do so, provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

23. Hand out charges

23.1 If you make your own arrangements to collect the goods from Illy James Ltd warehouse we are entitled to make a charge for handing them over. Illy James Ltd liability will cease upon handing over the goods.