

## TERMS AND CONDITIONS

These conditions explain your rights, obligations, and responsibilities and those of stowbox.co.uk. A contract is a two-way arrangement and it is important that everyone knows where they stand. Where we use the word 'you' or 'yours' it means the customer, 'we' or 'our' means stowbox.co.uk.

### 1. QUOTATION

Our quotation is a fixed price, and does not include insurance, customs duties and inspections or any other fees payable to government bodies. We may change the price or make additional charges if any of the following have not been taken into account when preparing our quotation and confirmed by us in writing:

- you do not accept in writing within 28 days, with a firm removal date to which we agree in writing
  - by your delay, the work is not carried out or completed within 3 months.
  - our costs increase (or decrease) because of currency fluctuations or changes in taxation or freight charges beyond our control.
  - the work is carried out on a Saturday, Sunday or Bank Holiday at your request.
  - we supply any additional services, including moving or storing extra goods (these conditions apply to such work)
- We agree in writing to increase our limit of liability set out in clause 8. In all these circumstances you will pay the adjusted charges.

### 2. WORK NOT INCLUDED IN THE QUOTATION

Unless agreed by us in writing we will not:

- a. Dismantle or assemble unit or system furniture (flat pack) fittings or fittings
- b. Disconnect or reconnect appliances, fixtures, fittings or equipment.
- c. Take up or lay fitted floor coverings.
- d. Move or store any items excluded under clause 4.

Our staff are not authorised or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services.

### 3. Your responsibility

It will be your sole responsibility to:

- a. Declare to us the value of the goods being removed or stored.
- b. Arrange adequate insurance cover for the goods submitted for removal, transit and/or storage, against all insurable risk.
- c. Obtain at your own expense all documents, permits, licences, customs documents necessary for the removal to be completed.
- d. Prepare adequately and stabilise all appliances or electrical equipment prior to their storage.
- e. Empty properly, defrost and clean refrigerators and deep freezers. We are not responsible for contents.
- f. Provide us with a contact address for correspondences during storage of goods

Other than by reason of our negligence we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

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

The following items are specifically excluded from this contract:

- a. Refrigerated or frozen food or drink.
- b. Any animals and other cages and tanks including pets, birds or fish.
- c. Goods which require special licenses or government permission or export or import.

Such goods will be not be removed by us except with our prior written agreement. In the event that we do remove such goods, we 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 our knowledge and prior written agreement we will not be liable for any loss or damage any you will indemnify us against any charges, expenses, damages or penalties claimed against us. In addition, we shall be entitled to dispose of (without notice) any such goods.

### 5. OWNERSHIP OF THE GOODS

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 us if these declarations are not true.

### 6. CHARGES IF YOU POSTPONE OR CANCEL THE STORAGE

If you postpone, or cancel this contract, we may charge according to how much notice is given:

- a. More than 14 days before the storage was due to start: NIL
- b. Less than 14 days, but more than 8 days before the storage was due to start: 30% of the proposed storage charge.
- c. Less than 8 days before the storage was due to start: 50% of the proposed storage charge.

### 7. PAYING STORAGE

Unless otherwise agreed by us in writing:

- a. Payment is required by cleared funds in advance of the storage period.
- b. You may not withhold any part of the agreed price.
- c. In respect of all sums which are overdue to us, we reserve the right to charge interest calculated at 4% above the base bank rate.
- d. If at any time rentals fall into arrears the particulars of these terms and conditions which relate to our obligation to you become null and void.

### 8. LIABILITY FOR LOSS OR DAMAGE

Our liability for loss or damage is limited as set out in clause 8a below.

You may request us to increase our liability, as set out in clause 8c below, subject to our express written agreement in advance of carrying out storage and payment of an additional charge.

- a. In the event of our losing or damaging your goods, if we are liable, we will pay you up to a maximum sum of £10 sterling for each item which is lost or damaged, to cover the cost of repairing or replacing that item, or
  - b. We may choose to repair or replace the damaged item; if an item is repaired we are not liable for depreciation in value.
  - c. Always subject to receiving your itemised valued inventory and request in writing to increase our liability, prior to the storage commencing, we may offer to extend our maximum liability declared by you to us. This is an insurance on the goods and you are strongly advised to accept the insurance offered in our quote or if arranging insurance cover yourself, you are advised to show this contract to your insurance company.
- For the purposes of clause 8a, 8b, 8c, an item is defined as any one article, suit, pair, set or complete case, carton, package or other container.

- d. Other than by reason or negligence, we will not be liable for any loss, damage or failure to produce the goods if it is caused by those circumstances set out in the following:
- i. By fire however caused.
  - ii. By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, acts of god, industrial action or other such events outside our reasonable control
  - iii. By normal wear and tear, natural 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 we did the work.
  - vi. Any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by us.
  - 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, deeds, securities, stamps, coins or goods or collections of a similar kind, however caused, unless you have previously given us full particulars with value, and we have confirmed in writing that we accept responsibility as in conditions 8a or 8c 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 or drink
- e. Other than by reason of our own 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.
- f. No employee of stowbox.co.uk shall be separately liable to you for any loss, damage, errors or omissions under the terms of this contract.

#### **9. TIME LIMITS FOR CLAIMS**

- a. For goods which we 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, from our premises, you must note any loss or damage at the time the goods are handed to you.
- c. Notwithstanding clause 8, we will not be liable for any loss or damage to goods unless a claim is notified to us 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 collection of the goods from us or delivery of the goods by us as the case may be.
- d. The time limits referred to in clauses 10a, 10b and 10c below shall be essential to the contract.
- e. Upon your written request we may at our discretion agree to extend your time for compliance with clause 10c, PROVIDED your request is received within the time limits provided for and subject to this proviso we will not reasonably refuse such request.

#### **10. DAMAGE TO PREMISES OR PROPERTY OTHER THAN GOODS**

- a. We will not be liable for any damage to premises or property other than goods submitted for removal and/or storage unless we have been negligent
- b. If we cause damage as a result of moving goods under your express instruction against our advice, and were to remove goods to the manor instructed will inevitably cause damage, we shall not accept that we are negligent.
- c. If we are responsible for causing damage to your premises or 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.

#### **11. OUR RIGHT TO HOLD THE GOODS (LIEN)**

We shall have a right to withhold 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 contract. These include any charges that we have paid out on your behalf. While we hold the goods and wait for payment you will be liable to pay all storage charges and other costs incurred by our withholding of your goods and these terms and conditions shall continue to apply.

#### **12. DISPUTES**

If there is a dispute arising from this agreement, which cannot be resolved, either you or we, may refer the dispute to an independent arbitrator appointed by the chartered institute of arbitrators.

#### **13. ADVICE AND INFORMATION**

Advice and information in whatever form it may be given is provided by the company for the customer only. Any oral advice given without special arrangement is provided gratuitously and without any contractual liability.

#### **14. APPLICABLE LAW**

This contract is subject to British law and jurisdiction.  
EXTRA CONDITIONS THAT APPLY TO THE STORAGE OF GOODS

#### **15. YOUR FORWARDING ADDRESS**

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

#### **16. 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 seven days of receiving it, notifying us of any errors or omissions.

#### **17. REVISION OF STORAGE CHARGES**

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

#### **18. OUR RIGHT TO SELL OR DISPOSE OF THE GOODS**

On giving you 28 days notice we are entitled to require you to remove your goods from our custody and pay all monies 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 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.

#### **19. TERMINATION**

If payments are up to date we will not end this contract except by giving you one calendar month's notice in writing. If you wish to terminate your storage contract, you must give us at least one calendar month's 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 that date when the notice should have taken effect.