

Exertus Projects Limited.

Standard Terms and Conditions

1. Parties

The parties to this contract are the firm or company identified overleaf (the identified overleaf who requests the removal or storage services (the customer) The contractor is not a common carrier.

2. Quotation and price

- a) The quotation will remain open for acceptance for 28 days from the quotation date.
- b) The quotation is for a fixed price but the contractor is entitled to increase the price after acceptance if due to circumstances beyond its control, the performance of the contract becomes substantially more onerous for the contractor to carry out.
- c) The increase in price shall be limited to the extra occasioned to the contractor in carrying out the contract.
- d) All prices are exclusive of VAT,
- e) A per unit rate quoted for IT work applies to a standard decomm and recomm in which each engineer will complete between 25 – 30 units (including associated items) within an 8 hour shift. If the client is aware that it may take longer to complete these numbers then a higher unit rate or hourly rate will apply.
- f) Any issues resulting in a major delay in the project process that is totally outside the control of Exertus projects Limited will result in extra charges being presented to the client for additional resource. Such charges will be presented on a shift basis.
- g) If work is quoted on a per unit basis, prices are inclusive of expenses. If quoted on a per hour basis the prices are subject to expenses.
- h) IT per unit basis is for decomm and recomm only. Exertus projects Limited will charge all work over and above this scope on a shift basis.

3. Work excluded from the Quotation

- (1)The following work is excluded:
 - (a)The packing or unpacking of goods before and after removal, unless by prior arrangement.
 - (b)The dismantling or re-assembly of furniture, fixtures or fittings, unless by prior arrangement
 - (c)The disconnection, preparation for transit or reconnection of electrical apparatus or equipment, unless by prior arrangement
 - (d) Taking any responsibility for the relocation of laptop computers.The contractor may, however, be willing to undertake any or all of the above for an agreed price.

4. Customer's warranties

The customer undertakes and warrants:

- (1) That they are the owner of the goods to be removed or stored.
- (2) That they are not the owner of the goods, they are authorized by, or has the consent of the owner to enter into this contract.
- (3) That there is proper and suitable access at all appropriate times to their premises to enable the contractor to carry out the works as described.
- (4) That they shall be solely responsible for the safety and security of all of the goods up to the point of departure from the collecting address and as from the point of arrival at the delivery address.
- (5) That they shall be solely responsible for the safeguarding of all contractors packing cases and any other removal equipment during such time as the same are at the collecting address or at the delivery address during the removal operation.
- (6) That they will obtain, at their expense, all documents necessary for the removal to be carried out.
- (7) That they will arrange and pay for any necessary parking facilities for the contractors vehicles.
- (8)That they will not submit for removal or storage any dangerous or toxic articles(s) or substance(s) or which is likely to encourage vermin or other pests or likely to cause or transmit any infectious or contagious disease.

5. Payment by Customer

- (1)Unless previously otherwise agreed in writing, the customer must pay in advance for all removal services and in any event must pay within 30 days of completion of the removal.
- (2)If payment is not made within 30 days, the customer shall pay interest on any outstanding balances at the rate of 2.5% per calendar month.
- (3)Set-off: The customer shall not be entitled to withhold any part of the agreed price on the ground that he/she has a claim against the contractor arising out of this or any other contract.

6. Postponement of removal

By way of liquidated damages the customer agrees to pay the following sums in the event of their postponement of the removal.

- (1)If notification of postponement is received by the contractor between ten to seven working days before a removal, a sum representing 15% of the removal charges.
- (2)If the notification is received less than seven working days before removal, a sum representing 20% of the removal charge.
- (3)If the customer does not stipulate a new date for the removal within 28 days of postponement, the contract will be deemed to be cancelled and clause 7 (below) will apply

7.Cancellation of removal

By way of liquidation damages, the customer agrees to pay a sum representing 50% of the removal charges in the event of his/her cancellation of the removal, save that if the cancellation is notified to the contractor less than 48 hours before the removal, the percentage shall rise to 75%.

8.Sub-contracting

The contractor may reserve the right to sub-contract all or part of the removal work. If the contractor sub-contracts, he/she does so as the agent of the customer which means that the removal will still be carried out in accordance with and subject to these terms and conditions.

9.Inter-change and method

The contractor may, at any time, inter-change goods between vehicles and warehouse and may choose which route or by which means, the goods shall be carried.

10. Lien

Goods received or held by the contractor are subject to : A particular lien for the payment of removal or storage charges. A general lien for all monies owed to the contractor for any services rendered to the customer under this or any other contract If the lien is not satisfied within 28 days of the contractor's notification of the exercise of such lien the contractor shall be entitled to sell the customers goods and apply the proceeds of sale towards satisfaction of the lien

11. Contractors liability

The contractor shall not be liable for any loss or damage of any description (other than death and personal injury) or for any delay or non-delivery of goods whether caused by the contractors negligence or breach of any term of this contract (whether express or implied, statutory or otherwise) or caused by some other manner.

In particular, the contractor shall not be liable for any consequential loss or damage of any description howsoever arising unless contractor is deemed to be negligent in their duties.

The contractor is able to arrange all risks insurance at competitive premiums if the customer accepts this insurance the contractors liability will be limited to the risks covered by the policy. If the customer does not accept this insurance, clause 12(1) and (2) shall apply and the contractor strongly advises the customer to review his own insurance arrangements to ensure adequate cover.

12. Claim by third party against the contractor

If the contractor is required to pay any charge, expense, damage or penalty to a third party arising out of the performance of the contract, the customer will indemnify the contractor against such payment unless it was brought about by the contractors negligence.

13. Arbitration

If any dispute or difference shall arise between the contractor and the customer, the matter shall be referred to the arbitration of a single arbitrator to be agreed between the parties or in default or agreement, an arbitrator who is a barrister of not less than 10 years standing and appointed by the president for the time being of the British Association of Removers. The arbitration shall take place in London if, at the date of acceptance of the quotation, the customer was resident in England or Wales. If resident in Scotland, the arbitration will take place in Edinburgh.

14. Proper law of the contract

English law shall govern these terms and conditions if the customer resided in England or Wales at the date of acceptance of the quotation or by Scottish law if at the said date the customer was resident in Scotland.

15. Variations of terms

No variation of these terms and conditions shall be effective unless the variation is recorded in writing and acknowledged by the other party prior to work commencing.

17. Address of customer

The customer must, at all times, keep the contractor informed in writing of their current address. Notification of change of address shall not be effective unless the contractor acknowledges it in writing. The contractor agrees to make this acknowledgement promptly upon receipt of this notification. Any notice to the customer (under this, or any other clause herein) which is made to his/her last known address shall be deemed to be good notice and duly served 7 days after the date of posting.

18. Inventory

Where an inventory is prepared it shall be deemed to be conclusive evidence of the customers goods which are stored, unless the contractor receives the customers notification in writing of any error or omission within 7 days of his receipt of the inventory. Such notification shall not be effective unless acknowledged in writing by the contractor. The contractor agrees to make this acknowledgement promptly upon receipt of this notification.

19. Payment of storage charges

(1)Storage charges are payable 3 months in advance. If the customer removes goods from storage before the expiration of the 3 month period, the contractor will credit the account of the customer for the unexpected portion of such period. This allowance will not be given for periods of less than one complete week.

(2)All charges (including removal charges) shall be paid (and any cheques cleared) before the goods are removed from storage.

20. Revision of storage charges

The contractor shall be entitled to revise charges from time to time. The contractor will give the customer at least 28 days notice of an increase in charges, such increase to take effect at the beginning of the next accounting period.

21. Termination of storage contract

(1)The customer shall be entitled to terminate the storage contract by giving the contractor at least 14 days notice in writing. The notice shall not be effective unless received by the contractor. If the contractor agrees to release the goods on less than 14 days notice, the contractor reserves the right to charge for the full 14 days period of notice

(2)Provided the customer is not in arrears with the payment of storage charges, the contractor shall not terminate the storage contract save on 3 months notice in writing.

22. Handling

The contractor shall be entitled to make a separate charge for stowing or unstowing the goods and if the customer elects to make his/her own arrangements for the delivery or collection of goods to or from the warehouse, for receiving or handling the same.