Terms & Conditions

Introduction

These terms clarify the rights, obligations and responsibilities of all parties to this agreement. When we mention 'you' or 'your', this refers to the customer, while 'we', 'us' or 'our' refers to VPA-TRANSPORT Ltd. Please note that these terms and conditions may be changed or modified with prior written consent. Clauses 8, 9, 10 and 11 set out limitations or exclusions of our liability for loss and damage. We strongly advise you to take out insurance to protect your belongings. If you wish, we can arrange insurance for you on request. Please note that this insurance is independent of this Agreement and is subject to the terms and conditions set forth in the policy.

1. Our offer

1.1 Unless otherwise expressly stated, our quotation does not include insurance, cancellation/postponement waivers, customs duties, port charges (including but not limited to demurrage and inspections) or fees or taxes payable to any governmental body or authority.

1.2 The validity of our quotation shall extend for a period of twenty-eight days from the date of issue. Additional fees, if not already included in our quote, will apply under the following circumstances:

1.2.1 If work does not commence within twenty-eight days of your acceptance.

1.2.2 If we have provided in our quotation a price for return delivery from stock and such return delivery from stock is outstanding more than six months after the date of issue of the quotation.

1.2.3 In cases where our costs change due to factors beyond our control, such as currency fluctuations, tax changes, shifts in freight and fuel prices, ferry costs or tolls.

1.2.4 If the work is scheduled for a Saturday, Sunday or public holiday, or if it is outside normal working hours (08:00-18:00) at your request.

1.2.5 If, at your request, we have to pick up or deliver goods outside the first floor and second floor.

1.2.6 If you or your representatives request collection or access to your goods while they are in storage.

1.2.7 Where we provide additional services which may include the removal or storage of additional goods. These terms and conditions apply to such work. This could include situations where, during the collection of your goods, it becomes apparent that there are additional items, goods or other loads that we were not informed of when we issued our original quotation and therefore were not included in the quotation.

1.2.8 If the entrance or exit of the premises, stairs, elevators or doorways are not sufficient to transport the goods without the use of mechanical aids or structural modifications, or if the access road, street or driveway is unsuitable for our vehicles and containers to load and unload within a radius of 20 metres from the doorway.

1.2.9 In situations where we must pay the cost of parking or other fees and charges (including fines if you have not initiated an agreed-upon waiver of parking restrictions) to provide services on your behalf, please note that fines resulting from our negligence are not included in the category of fees or charges under this Agreement. Consequently, you will not be responsible for their payment.

1.2.10 Delays or unforeseen events beyond our control that result in an increase or extension of the resources or time required to perform the agreed work.

1.2.11 If, prior to commencement of the work, we agree in writing to raise the limit of liability specified in clause 8.1.

1.2.12 If we are forced to bear operating costs for the performance of the Services that may be introduced or changed by statutory regulations. Such operating costs may include, but are not limited to, costs associated with Low Emission Zone (LEZ) charges and congestion charges.

1.3 You hereby agree to assume responsibility for all reasonable charges that may result from the above circumstances.

2. Work not included in the offer

2.1 Unless we have expressly agreed in writing, we will not:

2.1.1 Disassemble or reassemble furniture of any kind.

2.1.2 Disconnect, reconnect, disassemble or reassemble appliances, fixtures, fittings or equipment.

2.1.3 Perform removal or installation of floor coverings.

2.1.4 Relocating items from an attic unless the attic is adequately lighted and has a floor that provides safe access.

2.1.5 Moving or storing items covered by the exclusions set forth in clause 4.

2.1.6 Dismantling or assembling garden furniture and equipment, including but not limited to sheds, greenhouses, garden sheds, outdoor play equipment, satellite dishes or the laying of pavers, planters and similar items.

2.2 Please note that our personnel are neither authorized nor qualified to perform such tasks. We strongly recommend that you hire a qualified professional to perform these specialized services.

3. Your Responsibility

3.1 The following responsibilities fall upon you:

3.1.1 Procuring adequate insurance coverage for the goods being transported or stored, encompassing protection against all insurable risks, considering that our liability is restricted in accordance with Clauses 8.1 and 8.2.

3.1.2 Acquiring, at your own expense, all essential documents, permits, permissions, licenses, and customs documents necessary for the successful execution of the removal.

3.1.3 Covering the costs of any parking or meter suspension charges that we incur while conducting the work.

3.1.4 Ensuring your presence or representation throughout the collection and delivery phases of the removal.

3.1.5 In cases where we supply you with inventories, receipts, waybills, job sheets, or other relevant documents, it is your responsibility to ensure that they are duly signed by you or your authorized representative, serving as confirmation of the collection or delivery of the Goods.

3.1.6 Taking all reasonable measures to prevent any items that should be removed from being unintentionally left behind and ensuring that nothing is taken away in error.

3.1.7 Arranging suitable protection for goods left in unoccupied or unattended premises, or in situations where other individuals, including tenants or workers, are or will be present.

3.1.8 Adequately preparing and securing all appliances or electronic equipment prior to their removal.

3.1.9 Emptying, defrosting, and cleaning refrigerators and deep freezers appropriately, with the understanding that we bear no responsibility for the contents.

3.1.10 Confirming that all domestic and garden appliances, such as washing machines, dishwashers, hosepipes, and petrol lawnmowers, are clean, dry, and free of any remaining fluids.

3.1.11 Providing us with a correct and up-to-date contact address and telephone number throughout the removal, transit, and/or storage of goods.

3.1.12 Arranging the appropriate transport, storage, or disposal of goods as outlined in Clause 4.

3.2 It is important to note that, except in cases where our negligence or a breach of contract by us is the cause, we will not be held liable for any loss, damage, costs, or additional charges that may result from your failure to fulfill these responsibilities.

4. Goods that are not handed over for removal or storage

4.1 Unless expressly agreed in writing by a director of the Company or other authorized representative, the following items may not be surrendered for removal or storage, and we will not transport or store such items under any circumstances. The items listed in 4.1.1 may present health and safety hazards and fire hazards. The items listed in 4.1.2 through 4.1.7 present other risks, and

you are responsible for making your own arrangements for their transportation and storage.

4.1.1 Potentially hazardous, harmful or explosive items, including gas cylinders, aerosols, paints, firearms, fuels, oils and ammunition.

4.1.2 Valuable items such as jewelry, watches, ornaments, precious stones or metals, money, deeds, securities, cell phones, portable media and computer equipment, stamps, coins or similar items.

4.1.3 Goods that attract vermin or other pests or could lead to contamination or pollution.

4.1.4 We will notify you in writing immediately if we believe that any of the Goods are hazardous to health, unclean or unsanitary or may attract vermin or pests. In such notice, we will state the conditions under which we are willing to accept such goods or whether we refuse to accept them. If we refuse to accept the goods, we will have no liability to you.

4.1.5 Goods that are perishable or require a controlled environment.

4.1.6 Living creatures, including animals, birds, fish, reptiles or plants.

4.1.7 Items that require a special license or government approval for export or import.

4.1.8 Under no circumstances will we accept prohibited or stolen goods, drugs or pornographic material.

4.2 If you submit such goods without our prior knowledge, we will make them available for collection. If you do not pick up such goods within a reasonable time frame, we may seek a court order to dispose of the goods found in the shipment. You agree to pay any fees, expenses, damages, legal costs or penalties reasonably incurred by us in disposing of these goods.

5. Ownership of the goods

5.1 By entering into this Agreement, you acknowledge the following:

5.1.1 The goods intended for removal and/or storage are either your property or, if belonging to another party, free from any legal encumbrance.

5.1.2 You have full authority, either as owner or on behalf of the legal owner, to enter into this Agreement. In addition, you have ensured that the owner or party concerned has been fully informed of and has agreed to these terms and conditions before entering into this agreement.

5.1.3 If at any time, from the initiation of this Agreement to its conclusion, any other person or entity acquires an interest in the Goods, you agree to notify us immediately in writing, stating their name and address.

5.1.4 You assume full responsibility and undertake to indemnify us for all damages and/or costs incurred by us in connection with any claim made against us if any of the statements made in 5.1.1 or 5.1.2 prove to be untrue.

5.1.5 If you wish to transfer the obligations under this contract to a third party, you must notify us in writing, stating the full name and address of the third party. We will then issue a new contract to the third party. Our contract with you will remain in force until we have received a signed agreement from the third party.

6. Fees if you postpone or cancel the move

6.1 In the event you postpone or cancel the move, we reserve the right to charge a reasonable postponement or cancellation fee based on the length of advance notice, as set forth in 6.1.1 through 6.1.4 below. These fees will be calculated to account for any losses we may incur as a result of your cancellation or postponement. Possible losses we may incur include administrative or back-

office costs, inability to fill a move date with another customer's work, or hiring staff for your scheduled move. Please note that "working days" refers to the normal Monday through Friday work week, excluding weekends and holidays.

6.1.1 More than 10 working days before the scheduled start of the move: No charge.

6.1.2 Between 5 and 10 working days before the scheduled start of the move (inclusive): Not more than 30% of the price of the move.

6.1.3 Less than 5 working days before the scheduled start of the move: No more than 60% of the moving price.

6.1.4 Within 24 hours prior to the start of the move, or on the day work is scheduled to begin, or at any time after work has begun: Not more than 75% of our cost.

6.1.5 On the day the work begins or at any time after the work begins: Up to 100% of our costs.

6.2 Cancellation/Postponement Waiver

If a cancellation/postponement waiver is offered and purchased prior to the start of service, we agree to waive the fees specified in clauses 6.1.1, 6.1.2, and 6.1.3. Our agreement to waive these fees is contingent upon our receipt of written notice of your intent to cancel or reschedule service no later than 5:00 p.m. of the preceding business day prior to the commencement of services. The cancellation/postponement fee entitles you to only one cancellation/postponement.

7. Payment

7.1 Unless we have expressly agreed otherwise in writing, payment in full must be made in cleared funds at the time the move or storage is booked. In the event of non-payment, we reserve the right to refuse the move or storage until payment is received.

7.2 We will charge daily interest at the rate of 4% per annum above the Bank of England's current prime rate on any outstanding amounts owed to us by you.

8. Our liability for loss or damage

8.1 As we do not know the value of your goods, our liability is limited to a fixed amount per item. The amount of liability we accept under this agreement is directly reflected in our charges for the work. If you want us to increase our limit of liability per item, you must agree to a higher charge for the work as stated in Condition 1.2.11 (Our quotation).

8.2 Unless otherwise agreed in writing, in the event of our negligence or breach of contract, we will reimburse you up to £40 for each item lost or damaged as a direct result of our negligence or breach of contract.

8.3 In the case of goods destined for or coming from a place outside the United Kingdom:

8.3.1 We will only accept liability for loss or damage in the following circumstances:

(a) If the loss or damage is due to our negligence or breach of contract while the goods are in our physical possession.

(b) If the goods are in the possession of others, we will accept liability if it can be proved that the loss or damage is due to our failure to pack the goods adequately, but only if we have been instructed to pack the goods which are the subject of the claim.

8.3.2 If we instruct an international carrier, shipping company or airline to transport your goods to the intended point of arrival, port or airport, we will do so on your behalf and in accordance with the terms and conditions set by that carrier.

8.3.3 If, due to circumstances beyond the control of the carrier, the transport vessel or transporter fails to deliver the goods or diverts them to a place other than their original destination, you may have a limited recourse against the carrier, depending on the carrier's specific terms and conditions of carriage. In such cases, you may also be responsible for general average contributions (e.g., costs of maintaining the vessel or conveyance and cargo) and salvage charges or additional costs of onward transportation to the intended point of arrival, port or airport. These are insurable risks and it is your responsibility to obtain adequate marine or transportation insurance.

8.3.4 We will not be liable for any goods seized, impounded, removed or damaged by customs or other governmental authorities unless such seizure, impoundment, removal or damage is directly attributable to our negligence or breach of contract.

8.4 In this Agreement, an "Item" is defined as:

8.4.1 The entire contents of any box, package, wrapping, carton or similar container.

8.4.2 Any other object or thing transported, handled or stored by us.

9. Damage to premises or property other than goods

9.1 Because third-party contractors or other persons are often present during pickup or delivery, it is not always possible to determine who is responsible for any loss or damage. Therefore, our liability is limited as follows:

9.1.1 If we cause loss or damage to premises or property other than the goods being transported due to negligence or breach of contract, our liability is limited to repairing the damaged area.

9.1.2 If we cause damage while moving the goods in accordance with your express instructions and against our advice, and if it is likely that the transport of the goods in the manner instructed will result in damage, we cannot be held liable.

9.1.3 In cases where we are responsible for damage to your premises or to property other than the goods handed over for removal and/or storage, you must note this on the worksheet or delivery bill as soon as practicable after the damage has occurred or been discovered, and in any event within a reasonable time. This is an essential part of the contract.

10. Exclusion of liability

10.1 We will not be liable for any loss or damage as a result of fire or explosion unless we have been negligent or have breached the contract. It is your responsibility to insure your goods. If you ask us in writing to take out insurance for you, we will do so provided you declare the full replacement value of your goods and pay the premium in advance.

10.2 We will not be liable for any delay or failure in the provision of the Services referred to in this Agreement due to circumstances beyond our control. Such circumstances may include war, invasion, acts of foreign enemies, hostilities (whether or not war has been officially declared), civil war, terrorism, rebellion, military coup, acts of God, adverse weather conditions, industrial action by third parties, postponed departure, departure or arrival times, port congestion or other such events.

10.3 Except in cases of our negligence or breach of contract, we shall not be liable for any loss, damage or failure to deliver due to:

10.3.1 Normal wear and tear, natural or gradual deterioration, leakage, evaporation or perishable or unstable goods. This also applies to goods that have remained in furniture or equipment.

10.3.2 Damage caused by moths, vermin or similar infestation.

10.3.3 Cleaning, repair or restoration, unless we have arranged for such work.

10.3.4 Changes caused by the weather, such as moisture, mold, mildew, rust, tarnishing, corrosion or gradual deterioration, unless there is a direct connection with water ingress.

10.3.5 For all goods contained in cabinets, drawers, equipment or inside a package, bundle, carton, crate or other container that has not been both packed and unpacked by us.

10.3.6 For electrical or mechanical malfunction of equipment, instruments, clocks, computers or other equipment, unless there is evidence of related external damage.

10.3.7 For goods that already have a defect or are inherently defective.

10.3.8 For perishable items or those requiring a controlled environment.

10.3.9 Loss of structural integrity of furniture made of particle board due to crumbling of the board.

10.3.10 For items referred to in clause 4.

10.4 None of our employees shall be individually liable to you for any loss, damage, misdelivery, error or omission under this contract.

10.5 Our liability shall cease on delivery of the Goods from the Warehouse to you or your agent (as described in clause 11.1 below).

10.6 We will not be liable for any loss or damage caused by us, our employees or agents if:

(a) there is no breach of this Agreement by us or any of our employees or agents; or

(b) such loss or damage is not a reasonably foreseeable consequence of such breach.

11. Time Limit for Claims

11.1 If you or your agent collect the Goods, you must notify us in writing of the loss or damage at the time the Goods are handed over to you or your agent; otherwise we will not be liable.

11.2 We will not be liable for loss of or damage to the goods unless you notify us, our agent or the company collecting or delivering the goods on our behalf. This must be done in writing as soon as the loss or damage is discovered (or in the exercise of reasonable care should have been discovered) and in any event extensively within seven (7) days of delivery of the Goods in order to properly investigate the claim. Upon your written request, we may consider an extension of this time period, provided such request is submitted within seven (7) days of delivery. Approval for such an extension will not be unreasonably withheld.

12 Delays in carriage

12.1 Except in the case of negligence or breach of contract on our part, we shall not be liable for delays in carriage.

12.2 If, through no fault of ours, we are unable to deliver your goods, we will place them in storage. The contract will then be fulfilled and any additional services, including storage and delivery, will be at your expense.

12.3 All delivery times quoted by us are estimates and are based on information known to us at the time. Shipping times may vary due to a number of factors beyond our control, including but not limited to changes in departure or departure dates by the freight/shipping company, changes in routes used by the freight/shipping company, and port congestion. We will notify you of any material changes in transit times as soon as we become aware of them. We will not be liable for any loss or damage suffered by you as a result of delays in transit time unless directly caused by our negligence or breach of contract.

13 Our Right to Keep the Goods (Lien)

“Lien” means the carrier's legal right to retain the goods until the customer has paid all outstanding charges.

We have the right to retain and eventually dispose of some or all of the Goods if you fail to pay the Charges and all other payments due under this or any other contract. (See also clause 22). This includes any fees we have paid on your behalf. As long as we have possession of the goods, you are obligated to pay all storage fees and other costs (including attorneys' fees) reasonably incurred by us in collecting our fees and exercising our lien. These Terms and Conditions shall continue to apply.

14 Disputes

If a dispute arising under this Agreement cannot be resolved, either party may apply to the low-cost to - Email: office@vpa-transport.co.uk.

15. Our right to subcontract the work

15.1 We reserve the right to subcontract some or all of the work.

15.2 If we subcontract, these terms will still apply.

16. Route and method

16.1 We are authorized to choose the method and route for the execution of the work and the place of storage.

16.2 Unless otherwise expressly agreed in writing in our offer, other space, volume or capacity on our vehicles and/or containers may be used for other customers' shipments.

17. Advice and information for international removals

We will make every effort to provide you with up-to-date information to assist you in the import/export of your goods. Information on matters such as national or regional laws and regulations, which are subject to change and interpretation at any time, is given in good faith and is based on known circumstances. It is your responsibility to seek appropriate advice to verify the accuracy of the information provided.

18. Governing Law

Any dispute between us shall be subject to the non-exclusive law and jurisdiction of the English or Scottish courts. If you currently reside or move outside the jurisdiction of the United Kingdom, alternative laws or the jurisdiction of local courts may apply, subject to our prior written consent prior to the commencement of any work or services.

19. Your forwarding address

19.1 When you instruct us to store your goods, you must provide a correct and current address and telephone number and notify us of any changes. All correspondence and notices will be deemed received by you seven days after they are sent by mail to your last address on record with us.

19.2 If you do not provide an address or respond to our correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the goods were removed. Such notice will be deemed received by you seven days after the date of publication in the newspaper. Note: If we are unable to reach you, we will charge you for any costs we incur in trying to locate you.

20. List of goods (inventory) or receipt

If we prepare and send you a list of your goods (inventory) or a receipt, it will be accepted as correct unless you notify us in writing of any errors or omissions within 10 days after the date of our mailing or within a reasonable time agreed upon between us.

21. Revision of storage charges

We review our storage charges periodically. You will be given 30 days written notice of any increases.

22. Our right to sell or dispose of the goods

If you are in default of payment of our charges for your goods, we will be entitled, after giving you three months' notice, to require you to remove your goods from our custody and pay any amounts owed to us. If you do not pay all outstanding amounts to us, we may sell or dispose of all or part of the goods without further notice. You will be charged for the cost of the sale or disposal. The net proceeds will be credited to your account and any excess will be paid to

you without interest. If you do not receive the full amount due, we may attempt to recover the balance from you.

23. Termination

If payments are made on time, we can only terminate this contract by giving you three months' written notice. If you wish to terminate your storage contract, you must give us at least 10 working days' notice (working days are defined in clause 6 above). If we can release the goods earlier, we will do so, provided your account is properly paid. Storage charges must be paid by the date the cancellation should have taken effect.

By ordering the service of VPA-Transport LTD by phone, e-mail, fax or via the website of VPA-Transport LTD, the customer agrees to the terms and conditions of VPA-Transport LTD.

VPA-Transport LTD reserves the right to change these terms and conditions without prior notice. Please check this website for updates.

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