

NORSPEED

REMOVALS & STORAGE

LOCAL, NATIONAL & INTERNATIONAL
FULL PACKING SERVICE
SECURE MODERN CONTAINER STORAGE
FULL INSURANCE AVAILABLE

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TERMS AND CONDITIONS

1) These terms and conditions apply to any and all contracts for the removal shipping and/or storage of goods entered between NORSPEED and you the customer and they define and set out the rights, obligations, and responsibilities of both you and us under any such contract. These terms and conditions include provisions that limit our responsibilities and potential liability to you.

We specifically draw your attention to these

2) Where we use the word “you” or “your” it means the customer; “we”, “us” or “our” means the NORSPEED. Where we use the word “goods” this refers to the items that are to be subject to the removal or storage, pursuant to this contract.

3) It is important that you read and understand the terms and conditions that will apply to any contract entered with us, before you commit yourself. If there is anything that you do not understand or do not wish to agree to, then please discuss it with us before signing and returning the quotation or otherwise entering a contract with us. Only enter into a contract if you wish to be bound by the terms and conditions set out below.

OWNERSHIP OF THE GOODS IMPORTANT NOTE

4) You hereby agree and confirm that you are either:

- (a) the owner of the goods; and/or
- (b) are duly authorised by the owner or owners of the goods to enter into this contract on these terms and conditions for and on behalf of the owner(s).

5) You shall be responsible for any losses, expenses, or other costs incurred by us which are caused by:

- (a) an untrue statement made deliberately by you; and/or
- (b) the statement at clause 4 not being true.

GOODS THAT WE WILL NOT ACCEPT FOR REMOVAL OR STORAGE

6) We will happily remove and store most items that you may wish to submit for removal or storage. However, we are, subject to clauses 7-9 below, unable in the normal course of business to accept any of the following types of items:

- (a) Any living thing, including any animals, birds, fish and plants;
- (b) Any goods that are likely to encourage vermin or other pests or to cause infestation;
- (c) Any goods that require a special licence;
- (d) Any goods that require government permission to import or export;

- (e) Any food and/or drink that is, or needs to be, refrigerated or frozen;
- (f) Any drugs;
- (g) Any stolen or prohibited or illegal goods;
- (h) Any goods that are potentially dangerous, explosive or otherwise liable to cause damage. This includes, but is not limited to, firearms, ammunition, paints, aerosols, gas bottles and canisters;
- (i) Any jewellery, including trinkets and watches, and precious stones or metals or items made from precious metals or including precious stones;
- (j) Any money, securities, financial or legal documents, including but not limited to share certificates and leases;
- (k) Any collections of stamps, coins or other similar collectable items.

7) If you intend to submit any such items for removal or storage you must declare this to us in advance of the removal or storage being undertaken. In such circumstances we shall not be obliged to remove or store the items in question unless we have confirmed in writing that we are willing to do so. If we do agree to remove or store the items in question we shall be entitled to charge extra in respect of the same. If you are not happy with the extra charge levied then you shall be entitled to terminate this contract, before the removal or storage commences.

8) If we do agree to accept such items for removal or storage then we shall not be liable for any loss or damage that occurs due to the special nature or sensitivities of the goods involved.

9) If such items are removed or stored by us without our knowledge and written agreement to do so then we shall not be liable for any loss or damage to those items whatsoever including but not limited to that occurring due to the special nature or sensitivities of the goods involved. Furthermore in such circumstances you shall be responsible for any losses, expenses, or other costs incurred by us which are caused by the special nature of the items in question, such as but not limited to clean up costs and damage to other goods.

WHAT WE WILL DO

10) We shall:

- (a) pack the goods, if requested and if we have agreed to do so;
- (b) remove them at the agreed time and date and deliver to the delivery address;
- (c) unpack them, if requested and if we have agreed to do so;
- (d) store them, if the contract provides for them to be stored. We shall at all times care for the goods whilst they are in our custody and control showing all reasonable care in the circumstances. We furthermore will endeavour to act and undertake our obligations at all times in a professional manner.

11) We shall only remove or deliver items into a loft, or similar space, if it is safe, which shall include but shall not be limited to being adequately lit and floored, and the access to it being safe.

12)

WHAT WE WILL NOT DO

13) There are certain things that we do not do and which are not covered under this contract. They are:

- (a) dismantling or assembling flat pack furniture, or a property's fittings or fittings;
- (b) disconnecting or reconnecting any equipment or appliances;
- (c) securing or preparing for transit, as necessary, equipment or appliances, such as but not limited to securing washing machine drums;
- (d) taking up or laying fitted floor coverings of any kind;
- (e) removing storage heaters unless they are already disconnected and adequately dismantled;

14) Our staff are not authorised or qualified to carry out such work. We recommend that a

proper qualified person be separately employed by you to carry out these services.

15) We can not arrange insurance for your household goods and personal effects whilst during the removal and/or storage period due to the FSA regulation on the sale of insurance.

FORMATION OF THE CONTRACT

16) The quotation provided is for a fixed price for the work presented. It is based on our contracting to remove and/or store the goods subject to these terms and conditions.

17) The quotation will remain open for a period of 28 days from the date of the quotation. After then it shall be treated as having been automatically withdrawn. If you wish to proceed on the basis of our quotation then you must complete the quotation and any related documents (as advised to you) and return them to us with payment of a deposit. If, following our review of the documents that you provide, we are happy to proceed then we will send you our Confirmation. Your deposit will be returned if we decide not to enter a contract of removal/storage with you.

18) A legally binding contract will be formed when we send to you our Confirmation, and until that stage all discussions between us are strictly subject to contract. The contract will be subject to these terms and conditions. You should only sign and return the quotation and related documentation if you are happy with the quotation and these contract terms and conditions and wish to enter into a legally binding contract on these terms and conditions.

19) For the avoidance of doubt the following matters or circumstances have not, unless otherwise agreed in writing, been taken into account or included in the quotation:

- (a) The removal not commencing, within 3 months of acceptance of our Confirmation;
 - (b) The work being undertaken on a weekend or public holiday;
 - (c) Collection or delivery other than to the ground or first floor of a property;
 - (d) Removal or storage of goods additional to those made known to us and upon which our quotation was based;
 - (e) Provision of extra services;
 - (f) Removal or storage of any goods mentioned at clause 6;
 - (g) Any costs, charges or fees that are incurred, including parking fees and permits, in undertaking any removal;
 - (h) Any property not having proper and/or adequate access. This includes, but is not limited to, not being able to park within 20 metres of the door to the property, the access being unsuitable for our vehicles or the property being inadequate for the free and easy movement of the goods into and within the property;
 - (i) Changes to our costs due to changes in currency values, taxation or freight charges which are beyond our reasonable control;
 - (j) Delays occurring for reasons that are outside our reasonable control;
- 20) If the removal or storage does give rise to any of the matters set out at clause 19, and the quotation was not adjusted to take these into account, then you will pay to us the extra costs and expenses incurred because of the effect of those matters.

21) The quotation shall not under any circumstances include a charge for arranging or otherwise procuring insurance over the goods themselves during the removal or storage.

YOUR RESPONSIBILITY

22) Whilst we have many responsibilities under this contract there are some matters that you must be responsible for. These are:

- (a) Declaring to us, the value of your goods if you wish us to consider insurance cover for lost or damaged goods.
- (b) Being present, either yourself or through a representative, throughout collection and delivery of the goods;
- (c) Checking that all the goods are both collected and delivered;
- (d) Checking that nothing is collected and/or delivered in error;

(e) Where we have not agreed in writing to do so, obtaining all necessary permits, licences, customs documents etc that are necessary for the removal to take place. Where we have agreed in writing to obtain any such necessary permits, licences, customs documents (or some of them) to provide all requested information and documentation required to procure them promptly on request;

(f) Preparing the property and goods for the removal, including but not limited to disconnecting all relevant appliances and electronic equipment and emptying and de-frosting any fridges and freezers and where we are not packing, taking all steps to ensure that the goods are packed, packaged and labeled in such manner that they can withstand normal handling during their removal;

(g) Arranging proper security and protection for any goods that will be left in premises which will be unattended or to which third parties may have access either prior to collection or following delivery.

(h) Advising us if you consider that it will not be possible for vehicles typically used for household removals to be able to park within 20 metres of the door of the property or if access to a property is inadequate for the free and easy movement of the goods into and within the property.

23) You must, before the commencement of the removal, provide us with a contact address and contact details which we can use if we need to contact you during the removal and/or storage of the goods. If these details change you must inform us. If we contact you in writing using the details you have provided we will be entitled to assume that you have duly received any communication from us.

24) If you wish for your goods to be insured whilst being removed or stored then you must arrange this directly with an insurance company. We can not arrange such insurance due to the FSA Regulations. However, we do maintain an insurance policy to cover our potential liability to you in the event of loss and/or damage to your goods whilst in our care, custody and control, subject to the maximum level of liability set out within this contract.

25) You shall be responsible for any losses, expenses or other costs incurred by us arising from your failure to attend to any of the matters set out at clauses 22-24.

POSTPONEMENT AND CANCELLATION

26) By agreeing to undertake the removal or storage we incur costs in preparing for it and may also lose the opportunity to undertake further work that would use the same resources. Because of this we may suffer loss if you cancel this contract or postpone its performance. The amount we will potentially lose will depend on when the cancellation and/or postponement occurs.

27) If you cancel or postpone more than 14 days before the removal date then there shall be no charge payable by you.

28) If you cancel or postpone less than 14 days but more than 8 days before the removal date then you shall pay to us a charge equivalent of 30% of the agreed removal charge.

29) If you cancel or postpone 8 days or less before the removal date then you shall pay to us a charge equivalent of 60% of the agreed removal charge.

30) If you cancel or postpone less than 2 days before the removal date then you shall pay us a charge equivalent to 100% of the agreed removal charge.

PAYMENT OF OUR CHARGES

31) Clauses 32-37 set out the basis on which our charges must be paid, unless we agree otherwise.

32) Full payment of our agreed charges must be made by cleared funds at least 7 days before the commencement of the removal. If payment has not been made within this period then we shall, at our sole discretion, have the option of treating the removal as cancelled. In such circumstances our cancellation charges shall apply, and the date of cancellation shall be the date that we give you notice that we are treating the removal as cancelled.

33) You will pay any other charges or monies that become due or payable under this contract

within 30 days of us sending you an invoice or request for the same.

34) You will pay all storage charges one month in advance.

35) You are not entitled to withhold payment by reason of any claim, counterclaim or set-off.

36) We accept most major debit and credit cards through our website via "PayPal" and are happy to accept payment in this way. A charge of 3.5% of the sum paid will apply to all payments using "PayPal". Where payment is made by electronic transfer you are responsible for all related banking charges, and should make allowance for this when making payment.

37) Interest shall accrue and you shall pay it on all overdue or outstanding monies at a rate of 8% above the base rate of Royal Bank of Scotland plc.

UNDERTAKING THE REMOVAL

38) We will undertake the removal and storage with professional care and skill and taking reasonable account of all the circumstances. However, we specifically reserve the right to undertake the removal or storage in a manner that we think is appropriate including:

(a) sub-contracting all or part of the job to another removal or storage company;

(b) choosing the route we think is most effective; and

(c) using such vehicles, containers and methods of transport and/or storage as we believe are appropriate.

39) This does not however affect our responsibilities under this contract to take care of your goods and to provide the services within the appropriate timescales.

OUR LIABILITY FOR LOSS OR DAMAGE

40) Extended Liability

If you provide us with a declaration of the value of your goods, and subject to clause 22(a) the amount of our liability to you in the event of loss or damage to those goods will be determined in accordance with Clauses 40(a), 40(b) and 44-53 inclusive, subject to a maximum liability of £25,000. We may agree to accept liability for a higher amount, in which case we may make an additional charge.

40(a) In the event of loss of or damage to your goods caused by negligence or breach of contract on our part, our liability to you is to be assessed as a sum equivalent to the cost of their 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 £25,000 referred to in clause 40 (unless we have agreed a higher amount with you).

40(b) Where the lost 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 that item as part of a pair or set.

41) Limited Liability

If you do not provide us with a declaration of value, or if you do not require us to accept Extended Liability pursuant to clause 40, then our liability to you is to be determined in accordance with Clauses 40(b), 41(a) and 44-53 inclusive.

41(a) In the event of loss of or damage to your goods caused by negligence or breach of contract on our part, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement, taking into account their age and condition immediately prior to their loss or damage, subject to a maximum liability of £40.00 per item. Your attention is drawn to clause 42 which applies to Limited Liability.

42) An Item is defined as :-

(a) The entire contents of a box, parcel, package, carton, or similar container; and

(b) Any other object or thing that is moved, handled or stored by us.

WHAT WE WILL NOT BE LIABLE FOR IMPORTANT NOTE.

THESE TERMS EXCLUDE AND LIMIT OUR RESPONSIBILITIES AND LIABILITY TO YOU AND APPLY REGARDLESS OF WHETHER OR NOT YOU HAVE OPTED FOR ENHANCED LIABILITY

44) We shall not be responsible for any claim for loss or damage to the goods where the total claim amounts to less than a total of £250.

(a) Any claim is subject to £250.00 cost on each and every claim or series of claims arising out of any one event. This means that you will be responsible for this sum in the event of a claim.

45)

46) We shall not under any circumstances be responsible or liable for any consequential or indirect losses, including but not limited to loss of profits or lost opportunity.

47) We shall not under any circumstances be liable for the diminution in value of damaged goods which are repaired.

48) We will not be liable for losses arising from:

(a) War, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, terrorism, rebellion and/or coup, Act of God, industrial action or other events outside our reasonable control;

(b) Normal wear and tear, ageing, natural or gradual deterioration, leakage or evaporation;

(c) Incidence of moths, vermin or similar infestation;

(d) Cleaning, repairing or restoring, unless we agreed to do the work;

(e) Electrical or mechanical derangement to any appliance or equipment unless there is evidence of external impact damage;

(f) Any inherent defect in the goods;

(g) Changes of atmospheric or climatic conditions;

(h) Damage to motor bikes or other motor vehicles unless we have issued a pre-collection condition report;

(i) Damage to any motor bike or other motor vehicle moving under its own power other than during the normal course of loading and unloading.

49) We will not be liable for:

(a) Loss or damage to the goods that occurs before we have taken possession, custody and control of the goods;

(b) Loss or damage to the goods that occurs after we have delivered or handed over the goods to you or to a party nominated by you;

50) Other than where we have packed and unpacked your goods (which includes goods packed in boxes, cases, cartons, luggage, wardrobes, drawers, or other type of container) we will not be liable for:

a) the loss of these goods or any item or items comprising part of these goods;

b) damage to any item or items unless the outer-packaging has suffered external impact damage and the item or items were adequately packed and packaged to withstand normal handling.

51) We shall not be responsible or liable if you submit for removal or storage any of the goods listed at clause 6, without our agreement, in accordance with clause 7. Such goods shall be removed or stored entirely at your risk.

52) If we do agree, in accordance with clause 7, to remove or store any of the goods set out at clause 6 then we bear no liability for loss and damage to them.

53) No employee of ours shall be separately liable to you for any loss, damage or delay or other breach of this contract.

DELIVERY DATES AND DELAYS IN TRANSIT

54) Where we advise you that your goods are to be carried as a “part load” or a “groupage consignment” this means that they will be carried for at least part of the journey in a container or vehicle with the goods of third parties. In such cases any transit period stated by us will be provided for guidance only and shall not be binding.

55) Any transit periods expressed in days shall mean working days only and shall not include weekends or public holidays within the UK, at destination or in an intermediate transit country.

56) We shall not be responsible under any circumstance for losses incurred for missed/cancelled travel arrangements including flights where a part load is quoted/confirmed, it is advised that all travel arrangements and flights are made after goods have been collected.

57) We shall not be responsible under any circumstance If the collection or delivery of the goods is delayed or fails to take place.

Under no circumstances shall we be responsible delays in delivery arising from the re-routing or delay in the voyage of an ocean-going vessel, whatever the reason for the delay or re-routing of the voyage.

58) We shall not be responsible and shall not have to indemnify or compensate you in respect of any costs or losses arising from delay or failure to deliver.

59) If we are unable to deliver the goods we may take them into store any additional service(s), including storage and delivery, will be provided in accordance with these terms and conditions and at your expense.

DAMAGE TO ITEMS OR PROPERTY OTHER THAN THE GOODS BEING REMOVED OR STORED

60) We will not be liable for any damage whether to premises, property or the goods as a result of moving goods under your express instruction, and against our advice where moving the goods in the manner instructed will inevitably cause damage.

NOTIFICATION OF CLAIMS & TIME LIMITS FOR CLAIMS

61) In cases where we deliver goods you must notify us of any visible loss, damage or failure to produce any goods at the time of delivery. This should be noted on the worksheet or delivery receipt.

62) If we do not deliver then you must notify us of any visible loss, damage or failure to produce any goods at the time when you, or your representative, take possession of the goods. This should be noted on the worksheet or delivery receipt.

63) IMPORTANT: TIME LIMIT FOR NOTIFICATION OF CLAIMS OR COMMENCING SUIT

Time limit for claims

(a) 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.

(b) 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.

(c) Notwithstanding clauses 40, 41 and 44-53 inclusive, 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.

64) In any event we shall be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless suit is brought and notice in writing thereof given to us

within nine months of the date when the goods were delivered or the date upon which they should have been delivered

65) In all cases these time limits will apply unless a time extension is requested by you within the applicable time limit, and such extension is agreed by us (and/or our insurers) in writing. Consent to such a request will not be unreasonably withheld.

OUR RIGHT TO WITHHOLD OR DISPOSE OF THE GOODS (LIEN)

66) We may keep hold of all or some of your goods until you have paid all the charges you owe us, even if the unpaid charges do not relate to those goods.

67) Furthermore we may sell all or some of your goods to recover any unpaid charges. We can only do this after giving you 30 days written notice that we intend to do so. If we do sell any of your goods, and the proceeds from the sale are greater than the amount you owe us, we will pay you any excess amount after deducting the cost of selling the goods.

ADVICE, INFORMATION AND THE BASIS OF AGREEMENT

68) In this document we set out the terms and conditions of the contract between us. Please do not rely on promises or claims, written or verbally made, that contradict the terms and conditions of this document. In the event of any apparent contradiction between these terms and conditions and a promise or claim made please refer to us for clarification.

LAW AND JURISDICTION

69) These terms and conditions and any contract entered by us shall be subject to Manx law and any claim arising from these terms and conditions or from any contract of removal or storage entered by us shall be subject to the exclusive jurisdiction of the Manx Courts.

EXTRA CONDITIONS THAT APPLY TO THE STORAGE OF GOODS

70) If you have failed to provide an address in accordance with clause 23 or if you fail to respond to our correspondence then we shall be entitled to publish notices in an area from which the goods were removed. The publication of such notice shall be accepted as valid communication with you.

71) It is important that we both know what you have in store. Where we prepare an inventory of the goods taken into store and this is forwarded to you this must be checked. You must inform us, as soon as possible, of any inaccuracies. It shall be assumed that if you do not bring any inaccuracies to our attention within 7 days that you are in agreement with the contents of the inventory. The 7 day period can be extended if you request a time extension, within the 7 day period, and the same is confirmed in writing by us. We will not unreasonably refuse to grant such an extension of time.

72) We reserve the right to review our storage charges periodically. We will inform you of any change in the applicable rates by giving you notice in writing not less than 28 days before the change in rates. The new rates will apply from the end of that 28 day period.

a) We reserve the right to terminate the storage contract by giving you not less than 1 months notice in writing. If the goods have not been collected by you, or on your behalf, or delivered to you or to your order, by the time the storage contract terminates then the goods will thereafter only be held entirely at your risk and we will have no liability in respect of the same.

73) If you wish to terminate the storage contract you may do so by giving us not less than 14 days notice in writing. Storage charges will then be payable up to the end of the notice period or the date on which the goods are removed, whichever is the later. All charges must be paid upto date before the goods can be released. Once the charges are paid we will endeavour to release the goods at a time that is convenient to you.

74) If you decide to collect the goods rather than having them delivered then we reserve the right to charge a reasonable hand out charge for handing them over. You are reminded that our responsibility for the goods ends at that point. We must stress the importance of goods being properly checked by you on delivery or handing over to you or your representative.

EXTRA CONDITIONS THAT APPLY TO FOREIGN REMOVALS

75) The import of goods into many countries is heavily regulated. Unless we otherwise agree in writing it is your responsibility to complete all necessary documentation and obtain relevant permissions, permits, licences, customs documents or anything else necessary for the import and clearance of your goods.

76) Where your goods are to be carried by sea you may become liable for General Average contribution (that is the costs incurred to preserve the carrying vessel and cargo in certain circumstances), salvage costs and costs of forward transmission. Unless you have agreed to insurance cover we shall not be liable to you for any liability whatsoever or howsoever arising, including by our negligence, that you may incur for salvage, General Average or forwarding costs.

77) We will not accept liability for goods confiscated, seized or removed by Customs Authorities, or similar bodies and Government Agencies other than in circumstances where such confiscation, seizure or removal occurs due to our negligence.

78) You will be responsible for and obliged to pay on demand for any costs, charges (including but not limited to demurrage or storage charges), expenses, fines, penalties or similar cost incurred during the import, customs or similar procedure unless they were incurred as a consequence of negligence on our part in obtaining or arranging any permission, permit, licence or customs document for which we had agreed in writing to obtain or arrange.

CUSTOMS CLEARANCE

79) It is the responsibility of the client to advise us of the customs value of any and all items being shipped to foreign destinations where customs clearance is necessary,

QUARANTINE INSPECTIONS

80) Where quarantine inspections are required it is the responsibility of the client to pay such charges as may be payable direct to the authorities.

GENERAL

81) The provisions contained in this contract are considered fair and reasonable by the parties but if any provision shall be found to be unenforceable but would be valid if any part of it were deleted or modified, the provision shall apply with such modifications as may be necessary to make it valid and effective.

a) We reserve the right to amend these terms and conditions without prior notice,