

## TERMS AND CONDITIONS OF YOUR INTERNATIONAL RELOCATION

These conditions explain your rights, obligations, responsibilities as well as those of Square One Relocations. A contract is a two-way arrangement and it is important that everyone knows where they stand. Where we use the word 'you' or 'your' it means the customer: 'we', 'us' or 'our' means Square One Relocations. These conditions can only be changed or amended with our written agreement.

### (1) Our Quote

Unless otherwise clearly mentioned on the quotation under inclusions our quote excludes the following:



- ❖ Container security deposit, NVOCC / port terminal handling and any other shipping line charges at destination
- ❖ Commercial building insurance charges both at origin and destination address if applicable
- ❖ Custom / AQIS inspection, duties / VAT or any other government taxes both at origin and destination if applicable
- ❖ Maritime transit insurance premium – 3.5 % from the declared value by the client on the insurance form -
- ❖ Port detention, congestion and / or shipping line container demurrage charges both at origin & destination if applicable
- ❖ Disassembling / assembling of new / flat pack furniture, trampoline or any other items requiring handyman work
- ❖ Storage for more than 7 days as well as warehouse handling both at origin and destination if applicable
- ❖ Parking permit / fines both at origin and destination, motorway tolls as well as ULEZ / Congestion charge if applicable
- ❖ Collection services above 1st floor at origin and delivery services ground floor at destination if applicable
- ❖ External elevator, shuttling services and long carry over 20 meters charges both at origin & destination if applicable
- ❖ Handling of pianos, motorcycle, safes, owner packed boxes over 20 KG or any other heavy items due to H&S rules
- ❖ Increase in sea, road and air freight rates or any surcharges beyond our control occurring after packing / collection date due to constant fluctuation of the sea, road haulage & air rates as well as equipment shortage if applicable
- ❖ Custom made wooden crates for fragile items - i.e. mirrors, pictures, glass top, marbles - if applicable
- ❖ Warehouse handling fee occurring due to non arrival of the truck on the booked date caused by situations outside of our control - i.e. shortage of available HGV drivers, trucking equipment and shipping containers - applicable on sole container residence loading only



### (2) Terms and conditions of this quotation:

- (a) Quoted rate is valid for shipping happening strictly within 30 days after the quote issuing date
- (b) Payment terms – 50% pre-payment within 3 days of the booking and balance payment 3 days after packing / collection date by bank transfer / credit card (3.8% fee) based on the final collected volume. All jobs bound to / from USA are invoiced in \$ by our Florida office.
- (c) Payments are to be done by bank transfer / credit card with all bank wire & credit card fees, if applicable, payable by you. In case of non payment of the invoice within due date we reserve the right to add late payment interest, compensation charges and recovery costs in accordance with The Late Payment of Commercial Debts Regulation 2013
- (d) Insurance form - **pages 6 to 13 inclusive** - is to be received **latest 1 day prior to the packing / collection date** in order to validate the cover and would expire sixty (60) days after collection at origin and after arrival at destination but can be extended until final delivery takes place. Customer is responsible for properly filling the insurance form and we do not accept any liability if a claim is denied by the insurer or if insurance is canceled / not valid due to form been not properly filled.
- (e) Rates are estimates and the final invoice will be raised based on the actual packed / collected volume and or weight, if the difference is more significant than 5% comparing to the original estimated / surveyed / advised volume in either CBM / CFT / KG
- (f) Our rates are subject of adjustment according to changes in international currency ratio and national / international freight tariffs after submitting our proposal or collection / packing date at origin and any balance will be invoiced based on the vessel ROE
- (g) All transit times are estimated and are not guaranteed in any way by Square One Relocations and / or its agents as transit times, especially the duration of sea voyages, are subject to scheduling, vessel / container / trucking availability or other situations outside of our control, specifically on shared container option where clearance paperwork and shipments availability may delay the loading
- (h) This quotation provides for destination services one time delivery to a residential / store place address with normal access in the city mentioned in your web request only. Deliveries to a different place or additional ones are subject to extra charge agreed in advance

### (3) Your responsibility

Other than by reason of our negligence, we will not be liable for any loss, damage, costs or any additional charges that may arise from any of the following matters as it will be your sole responsibility to:

- (a) Declare to us the value of the goods being removed and/or stored.
- (b) Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks.
- (c) Be present or represented throughout the removal and take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
- (d) 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 and / or will be present.
- (e) Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.
- (f) Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents of them
- (g) Provide us with a contact address for correspondence during removal transit and / or storage of goods.

### (4) Items excluded for removal or storage:

- (a) Jewelers, watches, trinkets, precious stones/ 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) Plants or goods likely to encourage vermin or other pests or to cause infestation.
- (d) Refrigerated or frozen food or drink.
- (e) Any animals and their cages or tanks including pets, birds or fish.
- (f) Goods which require special license or government permission for export or import.



**(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.

**(6) Charges if you postpone or cancel the removal**

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



- (a) More than 14 days before the removal was due to start: Not applicable
- (b) Less than 7 days, but more than 8 days before the removal was due to start: 30% of the total removal quote.
- (c) Less than 5 days before the removal was due to start: 50% of the total removal quote.

**(7) Our liability for Loss or Damage**

Our liability for loss or damage is limited, as set out in clause 7 (a) below. You may request us to increase our liability, as set out in clause 7 (c) below, subject to our express written agreement in advance of carrying out the removal and / or 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 £25.00 for each item which is lost or damaged, to cover the cost of repairing or replacing that item.
- (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 itemized valued inventory and request in writing to increase our liability, prior to the removal and/or storage commencing, we may offer to extend our maximum liability to the value declared by you to us. This is not 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 clauses 7 (a), 7 (b) and 7 (c), an item is defined as any one article, suite, pair, set, complete case, carton, package or other container.

- (d) Other than by reason of our 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 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 our 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 we 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 us.
  - VII. For electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.
  - VIII. To jewelers, 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 us full particulars with value, and we have confirmed in writing that we accept responsibility as in conditions 8(a) or 8(c) 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.
- (di) Other than by reason of our 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.
- (dii) No employee of the contractor named on the front of this contract shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this contract.



**(8) Time limit for insurance claims.**

- (a) For goods which we deliver, you must note any visible loss, damage or failure to produce any goods in 5 days after delivery date.
- (b) If you or your agent collects from our warehouse, you must note any loss or damage at the time the goods are handed to you.
- (c) Notwithstanding clause 7, we will not be liable for any loss of or damage to the goods unless a claim is notified to us or our foreign correspondent 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 10(a), 10(b) and 10 (c) above 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 10 (c), **PROVIDED** your request is received within the time limits provided for and subject to this proviso we will not unreasonably refuse such a request.

**(9) Delays in transit**

- (a) Other than by reason of our negligence, we will not be liable for delays in transit as we cannot control the shipping time table.
- (b) If through no fault of ours we are unable to deliver your goods, we 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.

**(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 proven negligent.
- (b) If we cause damage as a result of moving goods under your express instruction, against our advice, and where to move the goods in the manner instructed will inevitably cause damage, we shall not accept that we were negligent.
- (c) If we 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.

**(11) Our right to hold your goods**

We shall have a right to withhold and/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 us

**(12) Our right to sub-contract the work.**

- (a) We reserve the right to sub-contract some or all of the work and if we sub-contract, then these conditions will still apply.

**(13) Route and method of shipping**

- (a) We have the full right to choose the most economical route for delivery.
- (b) Unless it has been specifically agreed in writing on our quotation, other space / volume / capacity on our vehicles and / or the container may be utilized for consignments of other customers.

**(14) Advice and information**

Advice and information it may be given and is provided by the company for the customer only and without contractual liability.

**(15) Applicable law**

This contract is subject to the law of the country in which the registered office of the company issuing this contract is situated.

**(16) Your forwarding address**

- (a) If you send goods to be stored, you must provide an address for letters and notify us if it changes.

**(17) 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 by you

**(18) Revision of storage charges**

We review our storage charges periodically. You will be given 28-day notice in writing of any increases. On giving you 28 day notice we are entitled to require you to remove your goods from our custody and pay all money 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.

**(19) Termination**

If payments are up to date, we will not end this contract except by giving you one calendar month notice in writing. If you wish to terminate your storage contract, you must give us at least 7 day 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.

**(20) Handing out charges**

If you make your own arrangements to collect the goods from our warehouse we are entitled to make a charge for handing them over.