

**ALAN SMITH EUROPE
TERMS AND CONDITIONS**

1. BASIS OF CONTRACT:	5. EXCLUDED SERVICES
1.1 Removal and other services are supplied by Alan Smith Europe ('the Company') subject to these terms and conditions, which govern the contract subject only to any special terms and conditions to which the Company has agreed in writing.	5.1 Unless agreed in writing the Company will not;
1.2 The Company is not a common carrier and the law applicable to such a carrier does not apply to the contract.	5.1.2 disconnect or reconnect appliances, fittings or equipment
1.3 The customer is responsible for the accuracy of the customer's order and of any information to the order supplied by the customer	5.1.3 remove or lay fitted floor coverings
1.4 The Company is not obliged to enquire as to the ownership of any goods and in the absence of agreement in writing to the contrary the customer is deemed to contract as principal and on the basis that the goods in question are the customer's unencumbered property.	5.1.4 hang or fit curtains, blinds, pictures or other wall-hung items or
1.5 While the Company will use reasonable endeavors to effect collection and/or delivery at times arranged with the customer, time is not of the essence of the contract.	5.1.5 move night storage heaters (unless dismantled by others), safes or anything weighing more than 250 kilograms.
1.6 Where the contract is for the carriage by sea or air, the Company shall effect delivery by making the goods available for ex-works collection by the freight forwarder.	6. LIMITATIONS AND EXCLUSIONS OF LIABILITY
2. CHARGES & PAYMENT	6.1 The Company will accept no liability for damage to premises caused by the Company, its servants, sub-contractors or agents unless the damage is recorded on the delivery note signed by the customer or on the customer's behalf.
2.1 The Company's quotation is valid for 14 days.	6.2 In any event the Company's liability for damage to premises is limited to £2,000,000.
2.2 The Company reserves the right to increase the charge for its services according to any increase in the cost of performing the contract attributable to:	6.3 The Company will not accept any liability for damage to goods;
2.2.1 delay at the customer's request. Or caused by the customer's actions or any matter beyond the Company's reasonable control:	6.3.1 caused by wear and tear, leakage or evaporation, or atmospheric or climate changes;
2.2.2 increase in taxation and/or freight rates:	6.3.2 which have not been both packed and unpacked by the Company;
2.2.3 the customer's breach of condition 3: and/or	6.3.3 which are of a fragile nature or have been the subject of previous repair
2.2.4 the collection of packing materials left as mentioned	6.3.4 which comprise clockwork or motor driven equipment, or computer, telecommunications or other electronic equipment;
2.3 The contract is in relation to specified items or volume; and the Company reserves the right to increase the charge for its services at the contract rate pro rata where additional goods are packed and/or carried.	6.3.5 following collection by the freight forwarder where the goods are to be carried by sea or air;
2.4 Unless agreed otherwise in writing, the Company's invoice is payable to its representative at the time of delivery.	6.3.6 which at the time of damage were at premises where third parties were present without the Company's consent or premises which were unattended or unoccupied.
2.5 If any amount owed to the Company is not paid when due the Company reserves the right to:	6.3.7 which are goods of a kind mentioned in condition 3; or
2.5.1 charge interest on the amount at 2% above the base lending rate of Nat West Bank until it is paid.	6.3.8 unless the damage is notified to the Company in writing with seven days of delivery.
2.5.2 keep any goods which are in the Company's possession until the amount is paid; and	6.4 The Company will not accept any liability for the loss or corruption of any software or data stored in computer, telecommunications or other electronic equipment (and the customer advised to make back-up copies before removal)
2.5.3 if the amount is overdue by more than 28 days sell any such goods and apply the proceeds of sale in satisfaction or reduction of the amount.	6.5 The Company's liability for loss of or damage to goods is in any event limited to £75 per cubic metre of volume: and for avoidance of doubt this applies notwithstanding that goods lost or damaged may form part of a pair or set or have exceptional or antique value.
3. EXCLUDED GOODS	6.6 Where the Company has any liability for loss of or damage to goods. The Company may elect to pay for their replacement or repair; and where the Company does this it will be a full discharge of the liability.
3.1 Unless the Company has agreed in writing, the customer shall not submit for packing or transport any item, or include in goods any item, which comprises;	6.7 Except in the case of death or personal injury caused by negligence for which the Company is responsible, the Company will accept no liability for any loss of an indirect or consequential nature, including (without limitation) loss of revenues, profits, contracts, business, anticipated savings, goodwill or reputation.
3.1.1 jewellery, watches, precious stones, money, deeds, securities, tickets, stamps, coins or collections of such things;	6.8 The Company is not liable to the customer for loss or damage of any kind which is a consequence of any event if the Company could not have prevented the event or consequence by taking reasonable steps.
3.1.2 items of a dangerous or explosive nature;	6.9 The benefit of the above limitations and exclusions accrues to the Company's servants, sub-contractors and agents.
3.1.3 items likely to encourage vermin or other pests or to cause infection;	6.10 The Company is not responsible for, and will not accept any liability in respect of; any service outside the contract that any of its servants, sub-contractors or agents may provide at the customer's request.
3.1.4 refrigerated or frozen or drink;	7. EXTENDED LIABILITY
3.1.5 animals, including pets, birds or fish and their cages or tanks; or	7.1 The Company will increase its liability for loss or damage to your goods whilst they are in our custody and control. This is subject to you, the customer, specifically requesting this service in writing and supplying the Company with a written declaration of value. The Company will make an extra charge for this service.
3.1.6 plants or other growing things.	8. GENERAL
4. PACKING AND UNPACKING:	8.1 Except as provided in condition 6.9, the contract is not intended to confer a benefit on any third party and no third party is entitled to enforce any provision of the contract.
4.1 Where the contract includes packing the choice of packing materials is at the sole discretion of the Company.	8.2 If any provision of these conditions is held to be invalid or unenforceable in whole or in part; the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected.
4.2 All packing materials supplied by the Company remain the Company's property. The customer shall notify the Company as soon as the materials are available for the Company to collect, after unpacking.	8.3 English law is the law applicable to the contract.
4.3 Where the contract includes unpacking, the Company shall be relieved of its obligation in this respect to the extent that, at the customer's request any unpacking is not carried out at the time of delivery	