

ARTCARGO

TERMS AND CONDITIONS

1. These terms and conditions form the basis of the contract between us, (name of Operator) and you the customer. It defines and sets out the rights, obligations, and responsibilities of both you and us under this contract. It is a legally binding contract and so it is important that both parties know where they stand. It does 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 us as named above. Where we use the word "Goods" this refers to the items that are the subject of this contract, or any part thereof. Where we are asked to deal with additional items at a later stage then any such additional items shall form part of the "Goods".
3. It is important that you read and understand the terms and conditions that will apply to this contract before entering into the contract. If there is anything that you do not understand or do not wish to agree to, then please discuss it with us before entering into the contract. Only enter into this contract if you wish to be bound by the terms and conditions set out below.
4. These terms shall apply to all and any services which we provide &/or agree to provide &/or agree to arrange the provision of either under this contract or otherwise. This includes the services provided for in any quotation and any other services which we provide.
5. You accept and acknowledge that these terms and conditions include serious restrictions on our potential liability to you, including in circumstances where the Goods, or part of them are lost or damaged.
6. Under no circumstances, whether pursuant to this contract or otherwise, shall we be deemed to be a common carrier.

OWNERSHIP OF THE GOODS - IMPORTANT NOTE

7. 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).
8. You shall be responsible for any losses, expenses, or other costs incurred by us which are caused by:
 - (a) an untrue statement made by you; and/or
 - (b) the statement at clause 7 not being true.

INSURANCE - IMPORTANT NOTE

9. Unless otherwise agreed by us in writing we will not arrange insurance over the Goods or any part thereof. It is your responsibility to ensure that the Goods are adequately insured whilst subject to the services provided under this contract and/or in our custody and/or control.
10. We shall only be obliged to arrange insurance over the Goods on your behalf if you have requested in writing that we arrange such insurance, have provided us with an accurate insured value for the Goods and we have confirmed, in writing, that we will arrange such insurance. In all other cases we shall have no responsibility for arranging any insurance over the Goods.
11. Where we arrange insurance we reserve the right to insure the Goods in our own name, for your benefit, or to insure them in your name, on your behalf. Any such insurance will be subject to the insurer's policy terms and conditions.
12. Any insurance arranged by us will be based on the description and values of Goods provided to us. We give no advice as to that information and shall not be under any liability whatsoever, even if we have been negligent, if that information proves to be inaccurate.
13. If you do not request that we arrange insurance over the Goods or if we do not, for any reason, become obliged to arrange such insurance, including due to the operation of the clauses set out above, then you must arrange insurance or ensure that insurance is in place covering the Goods for the period when the Goods, or any part of the Goods, are subject to our services under this contract and/or are in our custody and/or control and/or otherwise our responsibility. Such insurance must be up to a level which represents the full open market replacement value of the Goods.
14. Where the Goods, or any part thereof, are to be transported internationally you must ensure that any such insurance is sufficient to meet the particular obligations which can arise for international transit, including those mentioned at clause 70.
15. Any such insurance must note our interest as a co-insured and you warrant that we will be so noted as a co-insured.
16. You further warrant that if the circumstances arise that would give rise to a claim under the said insurance that you will make a claim under the said insurance.
17. Other than where we have agreed to arrange insurance, in accordance with clauses 9-12 above, you warrant that you have arranged insurance or otherwise have insurance in place which complies with clauses 13-15 above.

GOODS THAT WE WILL NOT DEAL WITH UNDER THIS CONTRACT

18. We will happily deal with most items that you may wish to submit for transit or storage. However, we are, subject to clauses 19-21 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 &/or any Goods which are in themselves or which include any hazardous materials;
 - (e) Any food and/or drink and any items that are particularly exposed to loss, damage or deterioration due to the effects of temperature or humidity;
 - (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;
19. If you intend to submit any such items you must declare this to us in writing in advance of doing so. In such circumstances we shall not be obliged to deal with the items in question unless we have confirmed in writing that we are willing to do so. If we do agree to deal with the items in question we shall ensure compliance with the relevant regulations concerning transport mode, packing and documentation. We shall also be entitled to charge extra in respect of the items in question. If you are not happy with the extra charge levied then you shall be entitled, prior to us undertaking any services under this contract, to terminate the contract.
20. If we have not agreed to deal with such items in accordance with clause 19 then we shall not be liable for any loss, damage or deterioration that occurs due to the special nature or sensitivities of the items involved, even if we have been negligent. Other than this exclusion we remain liable for other losses as we would under the balance of this contract
21. If you submit such items, whether knowingly or not, without our knowledge and written agreement to deal with such items then we shall not be liable for any claims in respect of, relating to or caused by the nature or special properties of such items. Furthermore in such circumstances you shall be responsible for and shall indemnify us on demand in respect of all and any losses, expenses, and/or other costs incurred by us or on our behalf which are caused by the special nature of the items in question, such as but not limited to clean up costs, loss &/or damage to other goods (whether owned by us or not), fines and liabilities we incur to other parties (including other clients).

WHAT WE WILL DO

22. We shall only remove or deliver items into any area if it is safe to do so. The decision as to whether it is safe to remove or deliver items into any particular area will rest solely with us.

OUR QUOTATION

23. The quotation provided is for a fixed price for the work presented. Your attention is drawn to the provisions of clause 27 below as to what has not been taken into account in the quotation.
24. 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 attempt to accept the quotation after this 28 day period then we have the option, but are not obliged, to act on the purported acceptance of the quotation and to form a contract including these terms and conditions.
25. The contract will be formed when you give us written instructions to proceed on the basis of the quotation which we provided. This will form a legally binding contract between you and us. If you attempt to accept the quotation in any other way we shall have the option, but not the obligation, to accept the purported acceptance of the quotation and to form a contract. Any contract, howsoever formed, will be subject to these terms and conditions. You should only accept the quotation 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
26. If you make an amendment to the quotation before or as you provide written instructions to proceed then any such instructions to proceed will not act as an acceptance of the quotation. In such circumstances we will have the option, but not the obligation, to accept the purported acceptance and to form a contract subject to the amendment. However any such contract will still be subject to these terms and conditions. Where we do not accept the purported acceptance we shall also have the option to reject the alterations and not undertake the services for your, or to re-quote for it subject to your proposed amendments.
27. 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 services not commencing, other than because of our breach, within 1 month of acceptance of the quotation and completed within 3 months;
 - (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, carriage, storage or other services being provided in respect of extra items that were not covered by the original quotation;

- (e) Provision of extra services;
 - (f) Removal, carriage, storage or other services being provided in respect of any goods mentioned at clause 19;
 - (g) Any costs, charges or fees that are incurred, including parking fees and permits, in undertaking the contract;
 - (h) Any properties involved 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, or any part thereof, 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;
28. If the services include any of the matters set out at clause 27, 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.

YOUR RESPONSIBILITY

29. Whilst we have many responsibilities under this contract there are some matters that you must be responsible for. These are:
- (a) Being present, either yourself or through a representative, throughout collection and delivery of the Goods;
 - (b) Checking that all the Goods are both collected and delivered;
 - (c) Checking that nothing is collected and/or delivered in error;
 - (d) Other than where we have agreed to do so in accordance with clause 19 obtaining all necessary permits, licences, customs documents etc. that are necessary for the services to be provided;
 - (e) Other than where we have agreed to do so preparing the property and/or the Goods.
 - (f) Arranging proper security and protection for the Goods or any part thereof 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.
30. You must, before the commencement of the performance of the contract, provide us with a contact address and contact details which we can use if we need to contact you. If these details change you must inform us. If we contact you in writing, including by e-mail, using the details you have provided then that shall be conclusive evidence that you received the communication from us.
31. **You shall be responsible for, and shall indemnify us on demand in respect of, any losses, expenses and/or other costs incurred by us arising from your failure to attend to any of the matters set out at clauses 29 & 30 other than when the same is caused by our negligence.**

POSTPONEMENT AND CANCELLATION

32. By agreeing to undertake the services under the contract we may incur and allocate resources, incur costs in preparing for it and 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.
33. In some circumstances we will have arranged carriage with carriers on your behalf. If on cancellation those carriers claim any charges in respect of the proposed movement then you agree to settle the same as they fall due and /or will indemnify us on demand in respect of any charges which we are required to pay to such carriers.
34. If you cancel or postpone more than 21 days before the date on which the works or services under this contract are due to commence then, subject to anything payable pursuant to clause 33, there shall be no further charge payable by you.
35. If you cancel or postpone less than 21 days but more than 8 days before the date on which the works or services under this contract are due to commence then, in addition to anything payable pursuant to clause 33 you shall pay to us a charge equivalent of 30% of the agreed contractual charge.
36. If you cancel or postpone 8 days or less before the date on which the works or services under this contract are due to commence then, in addition to anything payable pursuant to clause 33, you shall pay to us a charge equivalent of 60% of the agreed contractual charge.

PAYMENT OF OUR CHARGES

37. Unless we agree otherwise in writing the following is the basis on which our charges are to be paid.
- (a) In respect of any sums which are set out in the quotation as a deposit or as being payable in advance you will pay these sums, at the agreed rate, prior to the commencement of any works or services. This term is important to the contract and unless we are paid with cleared funds prior to this date we shall have the option to treat the contracted services as cancelled.
 - (b) 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.
 - (c) You will pay all storage charges one month in advance.

38. Other than where you are a consumer all sums which are due must be paid in full without deduction or set-off for any reason whatsoever and furthermore the Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply. In all cases where the Act does not apply, whether you are a consumer or not, interest shall accrue and you shall pay it on all overdue or outstanding monies at a rate of 4% above the base rate of the Bank of England.

PROVISION OF SERVICES

39. We will undertake all works and services under this contract with professional care and skill and taking reasonable account of all the circumstances. However, we specifically reserve the right to undertake the works or services in a manner that we think is appropriate including:
- (a) sub-contracting all or part of the works and /or services;
 - (b) choosing the route we think is most effective; and
 - (c) using such vehicles, containers and methods of transport and/or storage and/or packing as we believe are appropriate.
40. 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

41. Under no circumstances whatsoever shall we be liable to you at all, including in respect of loss of, damage to, deterioration of, seizure of, or confiscation of the Goods or any part of them or in respect of any other losses you may suffer other than where we have been negligent and the said losses flow directly from that negligence.

WHAT WE WILL NOT BE LIABLE FOR

42. Where any item forms part of a pair or set we shall not be liable for more than the value of that particular item, without reference to any special value which such item may have as part of a pair or set.
43. We shall not under any circumstances be responsible or liable for any consequential or indirect losses, including but not limited to loss of profits, loss of market, diminution in value following any repair or lost opportunity.
44. Under no circumstances shall our liability, howsoever arising, in respect of any single item which has been lost, damaged, has deteriorated, been confiscated or seized exceed **£1,000**
45. Furthermore and in addition to the above under no circumstances shall our total liability under this contract, howsoever arising, exceed the sum of **£5,000**
46. Nothing in these conditions shall exclude or limit our liability for death or personal injury resulting from our negligence.
47. **No employee of ours shall be separately liable to you for any matter which amounts to a breach of this contract.**

DELAYS IN TRANSIT

48. If the collection or delivery of the Goods is delayed we will, if the delay arises from our negligence, pay your reasonable expenses that arise as a result of the delay.
49. **Under no circumstances shall our liability for delay exceed a total of £500.**
50. **Other than as set out in clauses 48 and 49 we shall not be responsible and shall not have to indemnify or compensate you in respect of any costs or losses of whatsoever nature arising from delay.**
51. If we are unable to deliver the Goods we may take them into store or arrange for them to be taken into store. Any such storage will be provided in accordance with these terms and conditions. Furthermore, other than where the inability to deliver arises from our negligence, such storage shall be at your expense. Where the inability to deliver arises from our negligence then you will assist us in arranging a new delivery within a reasonable time. If such a redelivery cannot be made within a reasonable time then any further storage will be at your expense.

DAMAGE TO ITEMS OR PROPERTY OTHER THAN THE GOODS

52. We shall only be liable for damage to premises or property other than the Goods, where such damage arises due to our negligence and any losses flow directly from that negligence. We shall not be liable for any such damage, even where we are negligent, where it is a result of moving the Goods under your express instructions.
53. Where damage to premises or property, other than the Goods, does occur you must inform us immediately and note the damage on the worksheet or delivery receipt. In the absence of such notification we will not be liable for any claim for damage subsequently made.
54. Our liability for damage to premises or property other than the Goods shall at all times be subject to the limitation of liability provided at clause 45.

NOTIFICATION OF CLAIMS & TIME LIMITS FOR CLAIMS

55. 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.
56. 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.

TIME LIMIT FOR NOTIFICATION OF CLAIMS

57. Claims for partial loss of or damage to Goods must be notified to us in writing whether the Goods were unpacked or not, within 7 days of delivery of the Goods. In a case of total loss or non-delivery of all of the Goods the claim must be notified within 7 days of the anticipated delivery date, or of when you were informed of the loss, whichever is the earlier. In all cases these time limits will apply unless a time extension is requested by you, within the 7 day period, and such extension is agreed by us in writing. We will not unreasonably refuse to grant such an extension of time.

TIME LIMIT FOR THE BRINGING OF ANY LEGAL PROCEEDINGS

58. We shall be discharged of all and any liability whatsoever and howsoever arising in respect of any claim arising out of the performance or non-performance of this contract unless suit is brought and written notice of the same is given to us in writing within 9 months of:
 - a) In cases of partial loss and/or damage and/or deterioration the earlier of delivery or when we informed you that there had been a loss and/or damage and/or deterioration had occurred;
 - b) In cases of total loss or destruction, including cases where Goods cannot be located, the earlier of the proposed date of delivery or when we informed you that there had been a loss of the Goods or that they could not be located; and
 - c) In all other cases the date on which the event or occurrence alleged to give rise to the said claim occurred.

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

59. 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. This shall include Goods belonging to a third party where you have been authorised to deal with those Goods on their behalf and where all or part of the outstanding charges relate to those Goods. Furthermore where we hold Goods pursuant to this clause charges, including storage charges, shall continue to accrue.
60. Furthermore we may sell all or some of the Goods (at our absolute discretion) 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 the 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

61. In this document we set out the terms and conditions of the contract between us. This with the quotation and acceptance or other written confirmation forms the entirety of the contract between us and supersedes any representations, promises or claims, howsoever made, about the subject contract and the services to be provided.

LAW AND JURISDICTION

62. This contract shall be subject to English law and any disputes shall be subject to the exclusive jurisdiction of the English Courts.

EXTRA CONDITIONS THAT APPLY TO THE STORAGE OF GOODS

63. If you have failed to provide an address in accordance with clause 30 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.
64. 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, and binding on both parties, 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.
65. 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 2 months before the change in rates

66. We reserve the right to terminate the storage contract by giving you not less than 1 month 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.
67. If you wish to terminate the storage contract you may do so by giving us not less than 30 days' notice in writing.
68. In either case 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 up to 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. If the Goods are not removed by the agreed date, the charges will therefore increase by 50%.
69. 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.

FOLLOWING APPLY FOR INTERNATIONAL TRANSITS

70. (a) Where we engage an international transport operator, shipping company or airline, to convey your Goods to or from a place, port or airport, we do so on your behalf and as your agent and as such the contract with that carrier shall be between you and that carrier and shall be subject to that carrier's terms and conditions. If we arrange payment of such international transport operator on your behalf then any difference between what is paid to them and what we charge you in respect of that portion of the carriage shall be our charge for arranging such services. If for any reason we are found to have contracted for such services as a principal rather than as an agent then such services will be provided, for the avoidance of any doubt, subject to these terms and conditions;
 - (b) The carrier referred to in clause 70(a) may restrict its liability by reference to contractual terms and conditions and international conventions. These may severely restrict the potential liability that the carrier has to you;
 - (c) Furthermore 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;
 - (d) We will accept liability for loss or damage to Goods only where we have been negligent and either it occurs whilst they are in our actual possession or where the loss or damage has been caused by poor packing and we agreed to pack the Goods. For the avoidance of any doubt Goods will be deemed to remain in our possession when the carrying vehicle is being carried on a ferry whether the vehicle's crew are actually in the vehicle or not. If the loss or damage occurs whilst the Goods are in possession of another party, such as a shipping line, we will not be liable and you will have to pursue any claim against that party;
 - (e) You are strongly recommended to arrange adequate marine/transit insurance cover over the Goods. This is your sole responsibility and we will not in any way accept liability if you fail to arrange adequate or appropriate insurance cover over the Goods;
 - (f) 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.

GENERAL

71. 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. Insofar as any provision in these terms is contrary to an obligation under any law or International Convention (such as but not limited to the CMR Convention or the Hague –Visby Rules) then these terms shall be set aside only to the extent that is necessary to comply with the said obligation and the balance of these terms and conditions shall continue to apply.

IMPORTANT NOTICE

THESE CONDITIONS HAVE BEEN PREPARED BY LEGAL REPRESENTATIVES OF REASON GLOBAL INSURANCE LTD AND AS SUCH ARE SUBJECT TO COPYRIGHT.