|  |  |  |
| --- | --- | --- |
| **Company:** | | |
| Registered Name of business: Hull UK City of Culture | | |
| Registered Address (including postcode): Pacific Exchange, 40 High Street, Hull, HU1 1PS | | |
| E-mail address: [theteam@hull2017.co.uk](mailto:theteam@hull2017.co.uk) | Company Registration No: 9106231 | |
| Telephone no: 01482 318911 | VAT No: 225697677 | |
| Fax no: | Business sector: | |
| Accounts Payable Group email (For statements and invoices): finance@hull2017.co.uk | | |
| Parent Company Name & Registration number (If applicable) | | |
| Sole Trader: (Please provide home address) | | |
| Telephone no: | | Fax no: |
| Invoicing Details: | | |
| Are purchase order numbers required in order for invoices to be paid promptly? Yes  (Please note if the answer is Yes, no works will commence without a PO being provided) | | |
| Do you require any additional information or have any specific requirements that will assist us in receiving prompt payment of our invoices? No | | |
| Invoice Address if different from above: | | |
| Invoice Contact Name: | | Email Address: |
| Telephone no: | | Fax no: |
| Declaration by applicant for credit: | | |
| I am an officer of the company and am authorised to apply for Credit Terms for this organisation, I agree to the terms and conditions of sale as printed on the following page. | | |
| Print name: | | Signed: |
| Position in firm: | | Date: |

|  |
| --- |
| **Note:** Failure to answer any of these questions may delay the opening of your account on your behalf and may delay the provision of our services. Completed forms may be returned by e-mail, followed by a signed paper copy by fax or post. |

|  |  |
| --- | --- |
| Internal use (Harrow Green office use only) | |
| Sales Manager: Karl Crompton | Branch Division: NL, Leeds LS11 0HF |
| Job No: 220207 | CRM No: 200189 |
| Value of Job: GBP 1,592.91 | Credit Limit |
| Start Date of Job: 02/10/17 at 08:30 | Approx End Date of Job: |
| Dimensions check list: |  |
| Branch added: | AP Email address added: |
| CRN & VAT No Added: | Credit Controller added: |
| Payment Terms updated:: | Activated & Notes added: |

Harrow Green – Terms and onditions of Contract

**1. Parties.** The parties to the Contract are the Firm,Entity, or Company identified overleaf (the “Company” or “us”) and the person, entity, or Company identified overleaf (the “Customer” or “you”) who requests the removal and/or storage services.

**2. Definitions.**

(a) “Work” means removal, transportation, lifting, handling, packing/unpacking, storage, and any other services rendered to you by us.

(b) “Premises” means the place(s) where the work is to be performed or the goods stored.

(c) “Equipment” means anything used by us in the execution of the work.

(d) Contract” means the contract for the supply and acquisition of the work.

(e) “Terms” means the standard terms of purchase set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Company and the Customer.

**3. Status.** The Company is not a Common Carrieranddoes not contract as such.

**4. Quotation and Price**

4.1 Unless otherwise agreed in writing:

(a) The Quotation will remain open for acceptance for 28 days from the Quotation date.

(b) The Quotation is for a fixed price, but the Company is entitled to change the price after acceptance, if, due to circumstances beyond its control, the work against which the original price applied changes.

(c) If, during performance of the Contract, the work changes through factors beyond the Company’s control, the Company is entitled to change the price to reflect the changes in the work.

* 1. The quotation constitutes an offer by the Company to acquire the work subject to these terms.
  2. Once the quotation has been accepted a valid customer purchase order number for the full quotation value, or similar method of accepting the contract price, must be received prior to the allocation of resources or commencement of the works.
  3. If a valid purchase order is not received within 7 days after completion of works the company reserves the right to invoice for the full quotation, including any variations and receive payment in line with clause 10.

**5. Work excluded from the Quotation.** Unlessotherwise detailed within our quotation, the following work shall be excluded from the Contract:

(a) The packing and/or unpacking of goods before and after a removal.

(b) The dismantling and/or re-assembly of furniture, fixtures or fittings.

(c) The disconnection, preparation for transit, and re-connection of any electrical apparatus or equipment.

(d) The removal and/or relaying of carpets, blinds, curtains and any removal/re-affixing of any wall mounted fixtures and fittings.

The Company may be willing to carry out any or all of the services above for an additional agreed price.

**6. Delays.** The Company will use all reasonable endeavours to perform the work within or at the agreed time. It will, however, not be liable for any loss or damage, whether direct or indirect, or of a consequential nature resulting from its failure to perform the work within the agreed time. If the Company is delayed in completing the work as a result of circumstances beyond its control, you agree to grant an extension of time for the work to be completed and further agree to pay any additional charges emanating from the provision of additional resources.

**7. Customer’s Warranties.** The Customer undertakes and warrants:

(a) That he is the owner of the goods to be removed or stored.

(b) That if he is not the owner of the goods, he is authorised by or has the consent of the owner to enter into this contract.

(c) That there is proper and suitable access at all times to his premises to enable the Company to carry out the work described.

(d) That he shall be solely responsible for the safety and security of all of the goods up to the point of departure from the collecting address and as from the point of arrival at the delivery address.

(e) That he shall be solely responsible for the safeguarding of all the Company’s packing cases and other removal equipment during such time as the same are at the collecting address or at the delivery

address during the removal operation.

(f) That he will obtain at his expense all documents necessary for the removal to be carried out.

(g) That he will arrange and pay for any necessary parking facilities for the Company’s vehicles.

(h) That he will not submit for removal or storage any dangerous or toxic article or substance or which is likely to encourage vermin or other pests or likely to cause or transmit any infectious or contagious disease.

(i) To ensure that there is an authorised signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collections or delivery of goods.

**8. Computer Equipment**

(a) Limitation to Liability – The Company will only be liable for the functionality of equipment where the Company is engaged to both decommission and re-commission the equipment. Moreover the Company shall not be liable for any loss:

(i) arising from failure or corruption originating in the client’s software, data programs or operating systems.

(ii) arising from the provision of faulty parts or materials by the client.

(iii) not notified by the company within three working days of completion of the removal.

(b) Fault Rectification – In the event of any damage to or fault occurring in the equipment or the system the Customer must notify the Company within three working days and the Company must be given the opportunity of repairing such damage. Without prior written consent, the Company will not be liable for any loss in the event of the Customer either arranging to carry out such repair themselves or instructing any other party to carry out the repair on their behalf.

(c) Software Maintenance – Software loading and configuration of equipment is the Customer’s sole responsibility. Software backup is to be carried out by the Customer prior to the removal of the goods and the Company cannot accept any responsibility for failure so to do.

(d) Consumables – The Customer is responsible for ensuring that adequate consumables for the testing and implementation of all equipment are available.

(e) Consequential Loss – The Company will under no circumstances be liable for consequential loss arising from non-functionality of equipment.

**9. Ownership of Crates and Cages.** Ownership of all materials and equipment (packing containers, crates etc.) shall remain with the Company but shall be the responsibility of the Customer until the return to the Company of the said materials and equipment. The customer is responsible for obtaining a signed Collection Note on return. Charges will be raised for any extension of the hire period.

**10. Payment by Customer.**

(a) Unless otherwise agreed in writing, the Customer must pay for all removal services within 30 days of the date of our invoice. If the Customer does not meet our credit criteria we reserve the right to request either part or full payment in advance of works commencing.

(b) If he does not pay within 30 days, the Customer shall pay interest on any outstanding balance at the rate of 2.5% per month (both before and after judgement) from the due date for payment until the outstanding amount has been paid in full.

(c) Set-off. The Customer shall not be entitled to withhold any part of the agreed price on the ground that he has a claim against the Company arising out of this or any other contract.

**11. Postponement of removal.** By way of liquidated damages, the Customer agrees to pay the following sums in the event of his postponement of the removal:

(a) If notification of postponement is received by the Company between seven to ten working days before removal, a sum representing 15% of the removal charges.

(b) If the notification is received less than seven working days before removal, a sum representing 20% of the removal charges.

(c) If the Customer does not stipulate a new date for the removal within 28 days of postponement the contract will be deemed to be cancelled.

**12. Cancellation of removal.** By way of liquidated damages the Customer agrees to pay a sum representing 50% of the removal charges in the event of his cancellation of the removal, save that if the cancellation is notified to the Company less than 48 hours before removal of percentage shall rise to 75%.

**13. Sub-contracting.** The Company reserves the right to sub-contract all or part of the removal work. If the Company sub contracts, he does so as the agent of the Customer which means that the removal will still be carried out in accordance with and subject to these terms and conditions.

**14. Inter-change and method.** The Company may at any time inter-change goods between vehicles and warehouses and may choose which route or by which means the goods shall be carried.

**15. Inspection of goods and disposal of certain goods**

(a) The Company reserves the right to open or inspect goods to ensure compliance with clause 7(h) above or in the interests of health, safety or security.

(b) If upon opening or inspecting the goods the Company on reasonable grounds believes that the customer is in breach of Clause 7(h) above or that the goods pose a threat to health, safety or security the Company shall be entitled (without prejudice to any rights it may have) to dispose of the goods forthwith without compensation to the Customer.

**16. Lien**

(a) Goods received or held by the Company are subject to:

(i) a particular lien for the payment of removal or storage charges

(ii) a general lien for all monies owed to the Company for any services rendered to the Customer under this or any other contract

(b) If the lien is not satisfied within 28 days of the Company’s notification of the exercise of such lien, the Company shall be entitled to sell the Customer’s goods and apply the proceeds of sale towards satisfaction of the lien.

**17. Company’s Liability.**

17.1 Nothing in this Contract shall limit or exclude the Company’s liability for:

(a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) Fraud or fraudulent misrepresentation; or

(c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

17.2 Subject to clause 17.1

(a) The Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) The Company’s total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £40.00 per item up to a maximum of £500. In the event that the Customer arranges all risks insurance through the Company then the Company’s liability will be limited to the risks covered under that policy.

The Company requires the Customer to review his own insurance arrangements to ensure that he holds adequate cover.

17.3 Except as set out in this Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

17.4 This clause 17 shall survive termination of the Contract.

**18. Time limits for reporting claims.** If it is believed that the Company has been responsible for loss and/or damage to goods and/or premises, such claims must be made verbally within three working days of the alleged incident, and confirmed in writing within seven working days of the alleged incident, for such claim to

be considered. Any claim brought outside these time periods will not be accepted.

**19. Claim by third party against the Company.** If the Company is required to pay any charge, expense, damage or penalty to a third party arising out of the performance of the contract, the Customer will indemnify the Company against such payment unless it was brought about by the Company’s negligence.

**20. Arbitration.** In any dispute or difference shall arise between the Company and the Customer, the matter shall be referred to the arbitration of a single arbitrator to be agreed between the parties or in default of agreement an arbitrator who is a barrister of not less than 10 years standing and appointed by the President for the time being of the British Association of Removers.

The arbitration shall take place in London if at the date of acceptance of the quotation the Customer resided in England or Wales or in Edinburgh if at the said date the Customer resided in Scotland.

**21. Proper law of the Contract.** These terms and conditions shall be governed by English law if the Customer resided in England or Wales at the date of acceptance of the quotation or by Scottish law if at the said date the Customer resided in Scotland.

**22. Variations of Terms.** No variation of these terms and conditions shall be effective unless the variation is recorded in writing and acknowledged by the other party prior to work commencing.

*ADDITIONAL TERMS AND CONDITIONS FOR STORAGE OF GOODS*

**23. Address of Customer.** The Customer must at all times keep the Company informed in writing of his current address. Notification of change of address shall not be effective unless it is acknowledged in writing by the Company. The Company agrees to make this acknowledgement promptly upon receipt of this notification. Any notice to the Customer (under this or any other clause herein) which is made to his last known address shall be deemed to be good notice and duly served 7 days after the date of posting.

**24. Inventory.** Where an inventory is prepared it shall be deemed to be conclusive evidence of the Customer’s goods which are stored, unless the Company receives the Customer’s notification in writing of any error or omission within 7 days of his receipt of the inventory. Such notification shall not be effective unless acknowledged in writing by the Company. The Company agrees to make this acknowledgement promptly upon receipt of this notification.

**25. Payment of storage charges.**

(a) Storage charges are payable 3 months in advance. If the Customer removes the goods from storage before the expiration of the 3 month period, the Company will credit the account of the Customer for the unexpired portion of such period. This allowance will not be given for periods of less than one complete week.

(b) All charges (including removal charges) shall be paid (and any cheques cleared) before the goods are removed from storage.

**26. Revision of storage charges.** The Company shall be entitled to revise storage charges from time to time. The Company will give the Customer at least 28 days’ notice of an increase in charges, such increase to take effect at the beginning of the next accounting period.

**27. Termination of storage contract.**

(a) The Customer shall be entitled to terminate the storage contract by giving the Company at least 1 months’ notice in writing. The notice shall not be effective unless received by the Company. If the Company agrees to release the goods on less than 1months’ notice, the Company reserves the right to charge for the full 1 months’ period of notice.

(b) Provided the Company is not in arrears with the payment of storage charges, the Customer shall not terminate the storage contract save by giving 3 months’ notice in writing.

**28. Handling.** The Company shall be entitled to make a separate charge for stowing or un-stowing the goods and, if the Customer elects to make his own arrangements for the delivery or collection of goods to or from the warehouse, for receiving or handing over the same.