

These conditions explain your rights, obligations and responsibilities and those of G & M Transport. A contract is a two-way agreement and it is important that everyone knows from the outset where they stand. Where we use the word you, it means you the customer; we or us means G & M Transport. These conditions can only be changed or amended by written agreement between us and must be made prior to any Removal, Delivery and / or Collection with at least seven days notice..

Our liability for loss or damage is limited (in this connection please pay special attention to Clause 8). Insurance is a separate contract between you and the insurers and the insurance conditions are separate from our conditions of contract. If you want us to carry out any service or move goods which are specifically excluded by these conditions you must have our written agreement before signing this contract.

1. Our quotation.

Our quotation does not include Customs duties or any other fees payable to government bodies. Although it is a fixed price we may change it or make additional charges if any of the following have not been taken into account when preparing the quotation:

- a. You do not accept it within 28 days.
- b. If by your delay the work is not carried out or completed within three months.
- c. Our costs increase because of currency fluctuations or changes in taxation or freight charges beyond our control.
- d. We have to collect or deliver goods above a second floor.
- e. We supply any additional services, including moving or storing extra goods (these conditions apply to such work).
- f. There are delays outside our reasonable control.
- g. The stairs, lifts or doorways are inadequate or the approach is unsuitable for our vehicles and this means we have to do extra work.
In all these circumstances you will pay the extra charges.
- h. Any parking or other fees or charges that we have to pay in order to carry out services on your behalf.

2. Work not included in the quotation.

Unless agreed in writing we will not:

- a. Dismantle or assemble unit-furniture (flat-pack) fittings or fittings.
- b. Disconnect or re-connect appliances fittings or equipment.
- c. Remove or lay fitted floor coverings.
- d. Move night storage heaters unless they are dismantled.
- e. Move or store any items excluded under Clause 5.
If any of our staff does this kind of work for you

9. Delays in transit

If we do not keep to an agreed written time schedule and the delay is within our reasonable control we will pay your reasonable expenses up to a maximum of E100. 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.

We shall only be liable for damage to premises caused by our negligence and our liability will then be limited to a maximum of E200 unless Property Damage Insurance has been arranged. Any damage to premises must be noted on the delivery receipt and confirmed in writing to us within seven days. The time limit is essential otherwise we will not be liable.

11. Time limits for claims.

We will not be liable for any loss or damage to any goods unless:

- a. Any claim for loss or damage to goods which you or your agent collect from us is notified to us in writing at the time of collection.
- b. You notify us in writing (recorded delivery) of any loss of or damage to the goods within seven days of their delivery by us to their destination.
In both cases, time limits are essential to the contract.

without our written agreement we will not be liable for any loss or damage.

3. Your responsibility during removal.

It will be your sole responsibility to:

- a. Ensure that nothing is taken away in error or left behind.
- b. Obtain at your own expense all documents necessary for the removal to be completed.
- c. Take responsibility for security of your goods at the departure and destination points by being present yourself or asking someone to represent you.
- d. Adequately prepare and stabilise all appliances prior to their removal.
- e. Arrange and pay for any necessary parking facilities.
- f. We will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

4. Ownership of goods.

By entering into this contract you warrant that:

- a. The goods to be removed are your own property or
- b. You have the authority of the owner of the property to make this contract in respect of the goods to be moved.
You will indemnify us in respect of any claim for damages and/or costs against us if these warranties are not true.

5. What is excluded.

The following items are specifically excluded from this contract and if you ask us to move them we do not accept any responsibility for loss or damage:

- a. Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins or goods or collections of a similar kind.
- b. Potentially dangerous, damaging or explosive items or items likely to cause injury or harm to any third party. Replica swords and guns will not be carried.
- c. Goods likely to encourage vermin or other pests or to cause infection.
- d. Refrigerated or frozen food or drink.
- e. Any animals and their cages or tanks including pets birds or fish.
We are entitled to dispose of (without notice) any goods submitted which are listed under 5b, 5c and 5d.

12. Our right of lien.

We have a legal right to withhold or ultimately dispose of some or all of the goods until you have paid all our charges and other payments due under this 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 withholding your goods and these terms and conditions will continue to apply.

13. Our right to sell the goods.

On giving you 28 days notice we are entitled to require you to move your goods from our custody and to 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 of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest.

14. Claims against us.

Where these are made by third parties (people other than you) in respect of the goods or the service provided by us, you will be liable to pay and indemnify us against any charges, expenses, damages or penalties claimed against us unless you can prove that we were negligent.

15. Our right to sub-contract the work.

- a. We reserve the right to sub-contract some or all of the work.
- b. If we sub-contract then these conditions will still apply.

16. Where the law applies.

This contract is subject to the laws of the country in which this contract was made.

Extra contract conditions that apply

6. Postponements/Cancellations.

If you postpone or cancel this contract we may charge according to how much notice is given: Between 2-7 days: 30% of the removal charge. 24-48 hours: 75%. Less than 24 hours: 100%

7. Paying for the removal.

Payment must be made on completion of the service unless otherwise stated. You may not withhold any part of the agreed price and interest at 3% per month, calculated on a daily basis, is charged on all accounts outstanding more than thirty days. We reserve the right not only to terminate this contract if payment is not received before the removal date, but also not to carry out any of the services quoted for. Payment can be made via PAYPAL through our website at www.gmtransport.net

8. Our liability for loss or damage.

If we are liable for losing, damaging or failing to deliver your goods our liability will be limited to a maximum payment in proportion to 350 per cubic metre of the volume of the item lost or damaged even if it forms part of a pair or set. If we wish we will pay for the repair or replacement of the item.

We shall not be liable for loss or damage resulting from:

- a. Moths, vermin or similar infestation; cleaning, repairing or restoring; war, invasion, acts of foreign enemies, hostilities (whether war is declared or not) civil war, rebellion, military coup, wear and tear, leakage or evaporation, atmospheric or climatic changes.
- b. Death, injury, sickness or disease arising from the removal or warehousing of any frozen food or drink. Frozen goods are only moved at your risk only.
- c. Any consequential loss of any kind except as stated in 9 below.
We shall not be liable for loss or damage to:
- d. Items which are brittle or have an inherent defect, deep freezers, the mechanism in clockwork, electronic or motor-driven goods (unless there are outward signs and visible signs of impact damage). Sensitive equipment or self-assembly furniture that is dismantled and/or re-assembled, regardless of who built it originally, or for self-assembled furniture which is not suitable for transportation.
- e. Any goods not packed or unpacked by us.
- f. Items left inside cupboards or other furniture.
- g. Food or plants.
- h. Fixtures, fittings, property or goods damaged as a

to the storage of goods.

17. Your forwarding address.

if you send goods to be stored you must provide a forwarding address and notify us in writing if it changes. All correspondence and notices will be considered to have been received by you seven days after posting it to the last forwarding address recorded by us.

18. Inventory.

Where we produce an inventory of your goods and send it to you it will be accepted as accurate unless you write or e mail us within seven days of receiving it notifying us of errors or omissions.

These terms and conditions can be printed by you and are available at our website www.gmtransport.net

result of difficult access.

- i. Goods received from a third party in an unknown condition.
- j. Any items referred to in Clause 5.