

Kuwahara Limited

CONDITIONS OF Business For Consumers

In these conditions “You” means the person entering into the contract, “We” or “Us” means Kuwahara Limited of 6 McNicol Drive, London, NW10 7AW, registered in England, Company Number 1765756. “Work” means moving, storage, shipping and any other service you ask us to provide. If you engage us to carry out Work we agree to do it only on the basis that you agree that these conditions are the only ones which apply to the contract. The conditions set out below will apply unless they are changed by written agreement between you and us or under clause 22(e).

While you should read all the conditions set out below we would like you to take special note that:-

To maintain quality of service, health, safety or security we do not wish to provide the services or handle the types of goods described in Clauses 4 and 5. If you want us to do so you must have our written agreement before entering into this contract.

These conditions limit our liability to you for loss or damage (please pay special attention to Clause 9). We therefore offer to arrange insurance of your property. If you accept this offer a separate contract will be made between you and the insurers. The insurance conditions and exclusions are separate from these conditions of contract and if we have not set these out in documentation already sent to you we will provide them upon request.

1. Estimated Price

The estimated price set out in our proposal does not include Customs duties or any other fees payable to national or local government bodies. We may change it or make additional charges if any of the following have not been taken into account when preparing it:

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

2. Your Responsibility During Removal

It will be your sole responsibility to:

- Ensure that nothing is taken away in error or left behind.
- Obtain at your own expense all documents and permissions necessary for the removal to be completed.
- Take responsibility for the security of your goods at the departure and destination points by being present yourself or arranging for someone else to represent you.
- Adequately prepare and stabilise all appliances and electronic equipment prior to their removal.
- Arrange and pay for any necessary parking facilities.
- Ensure that there is adequate and suitable access for our vehicles.

We will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

3. Ownership Of The Goods

By entering into this contract you warrant that

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

4. Excluded Services

Unless agreed in writing we will not:

- Dismantle or assemble MDF, chipboard or unit-furniture (flat-pack), fitments or fittings or the like.
- Disconnect or reconnect appliances, fittings or equipment.
- Remove or lay fitted floor coverings.
- Hang or fit curtains, blinds, pictures or other wall-hung items.
- Move night storage heaters (unless dismantled by others), safes/anything weighing more than 250 kgs.
- Move or store any items excluded under Clause 5 below.

If any of our staff does this kind of work for you without our prior written agreement we will not be liable for any loss or damage.

5. Excluded Goods

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

- Jewellery, watches, precious stones, money, deeds, securities, tickets, stamps, coins, or similar collections.
- Potentially dangerous, damaging or explosive items.
- Goods likely to encourage vermin or other pests or to cause infection.
- Refrigerated or frozen food or drink.
- Any animals, including pets, birds or fish, and their cages or tanks.
- Plants or other growing things may be removed at our discretion but not stored.
- Computer, telecommunications or other electronic equipment and any data or software stored in them.

6. Our Rights To Inspection & Dispose Of Certain Goods

In the interests of health, safety and security, we reserve the right to open or inspect goods and if we do so and reasonably believe that they pose a threat to health, safety or security we shall be entitled (without prejudicing any other rights we may have) to dispose of them and not be liable to you for their value or for other compensation.

7. Postponement/Cancellations.

If you postpone or cancel this contract we may charge you an estimated valuation of our costs and loss of profits according to how much notice is given:

Between 2 - 7 working days:	30% of the quoted price
Between 24 - 48 working hours:	50% of the quoted price
Less than 24 working hours:	100% of the quoted price

8. Payment Of Our Charges

- Unless previously otherwise agreed in writing, you must pay for moving and shipping services in advance (and in any event within 30 days of its completion) and
- for storage as set out in clause 21 and in any case before any goods are released from storage.
- If you do not pay by the due date you will pay interest on any outstanding balance at 2.5% per month.
- You will not be entitled to withhold any part of the agreed price on the ground that you have a claim against Kuwahara Limited arising out of this or any other contract.
- Payment will be accepted in sterling only and as follows: by cash only at our offices; by pre-cleared cheque, cheque and with banker's guarantee card for the required amount, bank draft or cashier's/certified cheque - all drawn on a UK Clearing Bank. Visa, Mastercard, Amex, Switch, Delta, traveller's cheque with passport.
- We reserve the right to decline, or make an additional charge, for accepting, payment by other means.
- Unless we have previously agreed in writing to allow you credit, if we do not receive payment before the date the work is due to commence/goods are due to be released from storage, you will have cancelled the contract, we will not carry out the work or release the goods and you will be liable for charges as set out in clause 7.

9. 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 £175 per cubic metre of the volume of the missing or damaged item even if it forms part of a pair or set or had exceptional or antique value before it was lost or damaged. 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:

- Fire loss or damage while goods are in store.
 - Moth, vermin or similar infestation; cleaning, repairing or restoring (unless done on your instructions).
 - War, invasion, acts of foreign enemies, hostilities (war declared or not), civil war, rebellion, military coup.
 - Wear and tear, leakage or evaporation, atmospheric or climatic changes.
 - 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.

- Any consequential loss of any kind, including loss of profit or anticipated profit.

We shall not be liable for loss or damage to:

- Items which are brittle or have an inherent defect or which have been previously broken and repaired, deep freezers, clockwork, electronic or motor-driven goods (unless there is external evidence of impact damage), sensitive equipment, MDF or self-assembly furniture that is dismantled and/or reassembled regardless of who built it originally, or which is unsuitable for transportation.
- Any goods which are not both packed and unpacked by us.
- Items left inside cupboards or other furniture.
- Food, animals, plants or other living things.
- Fixtures, fittings, property or goods damaged as a result of difficult access.
- Goods received from a third party in a condition unknown to us.
- Any items referred to in Clause 5.
- Computer software or data. **We strongly advise you to take back-up copies before the removal**

10. 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 £100. If through no fault of ours we are unable to deliver your goods, we will take them into store. The removal contract will then be fulfilled and any additional service, including storage and delivery from store, will be at your expense.

11. 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 £100. Any damage to premises must be noted on the delivery note and confirmed in writing to us within seven days. The time limit is essential otherwise we will not be liable.

12. Time Limits For Claims

- If you or your agent collect goods from us we will not be liable for any loss or damage unless it is notified to us in writing at the time of handing over or collection, whichever is earlier.
- If we deliver goods we will not be liable for any loss or damage unless you notify us in writing within seven days of their delivery by us to their destination. In both cases, time limits are essential to the contract.

13. 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.

14. Our Right To Sell The Goods

If your account is not paid we are entitled to give you 28 days notice to remove your goods from our custody and pay all money due to us. If we do not make this payment we are entitled to sell or dispose of some or all of your goods without further notice. If in our reasonable opinion or the opinion of a competent adviser any item is of no resale value or the costs of sale would exceed the likely proceeds we are entitled to dispose of it as we see fit. If we sell your goods we will make reasonable efforts to sell them in the correct market but we are not liable to you if the sale does not realise any particular or anticipated value. We are entitled to make a charge for valuation, administration, delivery and all other work involved in sale or disposal and this will be added to your account. Any net proceeds of sale will be credited to your account and any eventual surplus will be paid to you without interest.

15. Disputes

If there is a dispute arising from this agreement which cannot be resolved either you or we may refer it to the Conciliation Service provided by The British Association of Removers. If the dispute cannot be settled by this method it may be referred to the British Association of Removers Arbitration Service. This does not prejudice your rights under the Consumer Arbitration Agreements Act 1988. The place of arbitration will be in the town where the contract was made and the arbitrator will decide who pays the costs.

16. Claims Against Us

Where these are made by anyone other than you/your agent in respect of the goods/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.

17. Our Right To Subcontract The Work

We reserve the right to subcontract all or part of work as your agent which means that all work will still be carried out in accordance with, and subject to, these terms and conditions.

18. Where The Law Applies

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

19. Insurance

You are strongly recommended to insure the goods against all insurable risks during removal, shipping and storage for the full replacement value at destination. We shall be pleased to arrange cover with an Insurance Company on receipt of a completed insurance proposal form and written instructions to insure. The cover is not effective unless the premium has been paid to us prior to the goods coming on risk.

Extra Contract Conditions That Apply To The Storage of Goods

20. Your Address While In Store

You will at all times keep us informed in writing of your current address. Notification of change of address will not be effective unless you inform us in writing and we acknowledge in writing that we have received it. We will make this acknowledgement promptly. All correspondence and notices will be considered to have been received by you 7 days after we posted it to the last address recorded by us.

21. Inventory

Where we prepare an inventory and present or send it to you it will be accepted as a conclusive and accurate list of property received by us unless within 7 days of receiving it you notify us in writing of any error/omission. This notification will not be effective unless we acknowledge it in writing, which we will do promptly.

22. Storage Contracts

- Charges are initially as offered by us, accepted by you and confirmed by us in writing. The level of charges and the basis upon which they are calculated and applied is not fixed. We are entitled to revise them from time to time and will give you at least 28 days' notice of any change which will not take effect until the beginning of the next chargeable period of storage as at clause 21. (b) below.
- Charges will be billed and are payable 3 months in advance. If you remove the goods from storage before the expiry of the 3 month period, we will credit your account for the unexpired portion of the period for which we have billed you, but not for unexpired periods of less than one complete week. All charges must be paid before goods are released from storage.
- You are entitled to terminate the storage contract by giving us at least 14 days' notice in writing. The notice shall not be effective unless we receive it. If we agree to release the goods on less than 14 days' notice, we reserve the right to charge for the full 14 day period of notice. Provided you are not in arrears with the payment of storage charges, we shall not terminate a storage contract except on 3 months' written notice.
- We are entitled to make a separate charge for stowing or unstowing of your property apart from the initial and final movements into and out of store and, if you do not use us for delivery or collection of your property to or from the warehouse, we may also charge for receiving or handing it over.
- Storage contracts may last for lengthy periods and we may need to change the terms under which we provide services. We therefore reserve the right to change these conditions of business after goods are received for storage by posting the changed conditions to your address as recorded on our files. They will take effect 28 days after issue. If you leave your property in store after that date then you agree to the changed conditions.

Kuwahara Limited January 31st 2001

Important note for organisations and businesses

These Conditions Of Business (Consumer) do not apply to the provision of services for organisations or for individuals in the course of their business. For these customers Kuwahara's Conditions Of Business (Commercial) or Trade Storage Terms or other written conditions apply, as agreed at the time the contract was entered into. A confirmation copy of the applicable terms is always available from our offices upon request.