

Terms and Conditions

These terms and condition ("Conditions") shall apply to all Services undertaken by Art Move Limited (hereinafter referred to as the "Company").

Definitions

1. The following expressions shall have the following meanings: (a) the "Owner" shall mean the person persons corporation or entity owning the Goods in respect of which services are rendered by the Company or having possession thereof as the apparent owner or any other person who is or may become interested. (b) the "Agent" of the owner shall mean the person persons corporation or entity authorised to give instructions to the Company and to enter into this contract for and on behalf of the owner. (c) "Customer" means any person at whose request or on whose behalf the Company undertakes any business or provides advice information or services and with whom for all effects and purposes the Company enters into this contract. (d) "Services" means any work we agree to carry out for you in relation to Goods including without limitation storage, handling, display, transportation, import, export, and installation. (e) "Goods" means any works of art or articles which are the subject matter of any transaction between the Company and the Customer. (f) "Charges" shall mean the charges payable by the Customer for the Services in accordance with condition 19.

Basis of the Contract

2. The quotation, account form, and these Conditions form the entire agreement between the Customer and the Company ("Contract") once the account form is signed and they supersede any earlier conditions of the Company and exclude so far as is legally permissible any warranties conditions or liability imposed or implied by common law statute or trade usage and override any terms and conditions stipulated by anyone inviting any negotiations. Acceptance of the Company's quotation by signature of the account form implies acceptance of the Conditions and can only be varied in writing and signed on behalf of the Company by a Director thereof.

3. The Company is not a common carrier and only deals with Goods subject to these Conditions.

4. Customers entering into transactions of any kind with the company expressly warrant that:

- (a) they are either the legal owners or the authorised agents of the owners of any Goods;
- (b) if they are not the Owner :
 - (i) they are authorised to accept and are entering into a contract for themselves and also as agent for the Owner and any other persons who are or may thereafter become interested in the Goods;
 - (ii) warranties and representation given by them in the contract are given on their own behalf and as agent for the Owner;
 - (iii) the Owner and the Customer shall be jointly and severally liable for the warranties and representations given by them in the contract and for the performance of the obligations of the Customer in the contract; and

(c) the Goods are unencumbered in any way.

Provision of Services

5. Subject to express instructions in writing given by the Customer the Company reserves to itself absolute discretion as to means route and procedure to be followed in handling contact and transportation of the Goods. Further if in the opinion of the Company it is at any stage necessary in the Customer's interest to depart from those instructions the Company shall be at liberty to do so. The Customer indemnifies the Company against all loss or damage or costs incurred by the Company as a result of compliance or attempts to comply with the Customer's express instructions.

6. Any instructions given to the Company may in the absolute discretion of the Company be complied with by the Company itself by its own servants or agents performing part or all of the relevant services or by the Company employing or instructing or entrusting the Goods to others on such conditions as such others may stipulate to perform part or all of the services.

7. The Customer warrants that full and accurate disclosure has been made to the Company of all information relating to the Goods and of all matters which might reasonably be expected to influence the Company in its decision whether or not to accept the Goods for warehousing contact packing or transportation and/or export and/or import.

8. The Customer shall indemnify the Company against all losses costs claims penalties demands damages and expenses which may arise from or in connection with Goods likely to cause damage or infestation of any nature. In this Condition the expression "likely to cause damage or infestation" shall include Goods likely to contain or encourage vermin woodworm or other infestation of any nature.

9. The Customer shall indemnify the Company against all penalties claims damage injury costs and expenses arising from the nature or condition of the Goods or the packing of the Goods.

10. The Company reserves the right to sub-contract without notice all or any part of the contract.

11. Pending forwarding or delivery the Company has the sole discretion to warehouse or store or otherwise hold the Goods at any place or places and the costs thereof shall be for the account of the Customer. Warehousing or contact charges do not include the cost of packing any Goods or the carriage thereof to and from the warehouse.

12. All Goods for warehousing and/or storage shall be listed by the Customer in such manner as the Company may require. The liability of the Company shall be limited by the list of Goods and it shall not be responsible for any Goods not comprised therein.

13. The Company may refuse to hand over the Goods to any person who has not been authorised by the Customer in writing to receive the Goods or where all sums due have not been paid.

14. The Company shall not be obliged to make any declarations for the purpose of any statute or contract as to the nature or value of any Goods or as to any special interest in delivery unless required by law or expressly instructed by the Customer in writing. Where there is a choice of rates according to the extent or degree of the liability assumed by

warehousemen or others Goods will be forwarded or otherwise dealt with at the Customer's risk or other minimum charges and no declaration of value where optional will be made unless express instructions to the contrary have been given in writing by the Customer.

15. The Customer shall be bound by and warrant the accuracy of all descriptions including material year value and other particulars furnished by the Company for Customs Consular and other purposes and the Customer warrants that the Goods will be as listed and not prohibited from exportation into the country of destination and undertakes to indemnify and hold harmless the Company against all losses damages expenses (including legal expenses) and fines arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence.

16. Instructions to collect payment on delivery in cash or otherwise are accepted by the Company upon the condition that the Company in the matter of such collection will be liable for the exercise of reasonable care and diligence only.

17. The Company will use reasonable endeavours to meet dates and timescales stipulated in the quotation but time shall not be of the essence for the purposes of the Contract.

Charges

18. Any quotation given by the Company is valid for such period as is mentioned in the quotation but if no such period is mentioned then such quotation is given on the basis of acceptance within fourteen days of the date of such quotation and of freight charges insurance premiums exchange rates value added tax rates and all other expenses or outgoings remaining current at the date upon which the Services in respect of such quotation are to be rendered. If the quotation shall not be accepted within the time limits of the aforesaid or if any of the charges or rates referred to above shall alter between the date of the quotation and the date upon which the Services are to be rendered the Company shall have the right to revise the quotation or withdraw from the quotation without notice (whether or not the quotation has been accepted).

19. In consideration of the provision of the Services by the Provider, the Customer shall pay the Charges as set out in this condition 19:

- (d) If the Customer transfers title or agrees to transfer title to any of the Goods while such Goods are in the Company's possession, the Customer shall continue to be responsible for payment of the Charges until the Goods are removed from the Company's possession.
- (e) The Company's prices shall be as set out in the quotation provided by the Company, subject to the provisions of condition 18.
- (f) Where the Company is providing storage Services:
 - (i) Charges are payable monthly on the same day of each month as agreed between the parties;
 - (ii) Charges are calculated on a daily basis based on the Company's standard rate from time to time and the volume of the Goods stored;
 - (iii) processing and handling Charges may apply.

- (g) Where the Company is providing moving and/or installation Services:
- (i) Transportation is charged at an hourly rate beginning when the vehicle leaves the Company facility and ending when personnel have finished unloading and/or installing the Goods at the final destination. In the case of transport outside of central London the return journey is also charged for;
 - (ii) Charges for part loads, shipping, import and export will be assessed on a case by case basis;
 - (iii) materials Charges will apply for any materials used;
 - (iv) processing and handling Charges may apply
- (h) Where the Services include carriage or shipping, the Customer shall pay the Charges for the Services prior to shipping.
- (i) In all other cases, payment shall be due within 14 days from the date of invoice.
- (j) If the Company agrees to collect freight, duties, Charges or any expenses whatsoever from the recipient of any delivered Goods or any other person, the Customer shall remain responsible and shall make payment for all such amounts, to the extent that they are not otherwise paid, within 14 days of the date of the Company's invoice.
- (k) All Charges are stated exclusive of VAT which shall be paid by the Customer at the rate and from time to time in the manner prescribed by law.
- (l) The Company may increase the Charges from time to time and shall notify the Customer of any such increase. If the Customer no longer wants the Services following such notification the Customer may terminate the contract on 3 months' notice. If the Customer fails to remove the Goods at the end of the notice period then the Company shall charge the Customer for Services at the increased rate.
- (m) If the Customer fails to make any payment due to the Company by the due date for payment, then, without limiting the Company's remedies under the contract:
- (i) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this condition will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - (ii) the Company may suspend performance of the Services.
- (n) If the Customer cancels 48 hours or less before Services are due to commence, the Company reserves the right to charge a reasonable cancellation fee. If the Customer is a consumer this does not affect the consumer's right to cancel set out in condition 40.

20. The Company is entitled to retain and be paid all brokerage fees commission allowances and other remuneration customarily retained by or paid to Shipping and Forwarding Agents (or Freight Forwarders) and Insurance Brokers.

21. The Customer shall be liable for any duties taxes imports levies deposits or outlays of any kind levied by the authorities at any port or place for or in connection with the Goods

and for any payments fines expenses loss or damage incurred or sustained by the Company in connection therewith including any amount on settlement of any fraud or other claim by any Government or other regulatory agency and all additional duties including charges and fees of professional advisers and the Customer indemnifies the Company against all such duties taxes imports levies deposits or outlays fines expenses (including legal expenses) loss or damage suffered or incurred by the Company.

22. When the Goods are accepted or dealt with upon instruction to collect freight duties charges or other expenses from the consignee or any other person the Customer shall remain liable for the same if they are not paid by such consignee or other person.

23. Without prejudice to Condition 4 (a) and (b) herein contained the Company shall have the right to enforce any liability of the Customer under these Conditions or to recover any sums of money to be paid by the Customer under these Conditions not only against or from the Customer but also if it thinks fit against or from the sender and/or from consignee and/or owner of the Goods.

Lien and Power of Sale

24. The Company shall have, in addition to any other right or remedy available to it, a lien and power of sale over the Goods and all other property held by the Company its agents or sub-contractors or under its or their direct or indirect control belonging to the Customer (Customer's Property) for the Charges and all other fees, costs and expenses charged under or in connection with these terms and conditions. If any such sum remains unpaid (in full or in part) more than three months after it becomes due, the Company is entitled to:

- (a) retain the Customer's Property in its possession until full payment is made; and
- (b) dispose of the Customer's Property in such manner and at such price as the Company thinks fit on or after the expiry of 30 days' written notice to the Customer. (Any notice given in person is deemed received at the time of delivery. Any notice sent by first-class post is deemed received on the second working day after posting to the Customer's last known address.)
- (c) apply the proceeds of any disposal under condition 24(b) in the following order:
 - (i) payment of disposal costs;
 - (ii) payment of outstanding Charges fees, costs and expenses charged under or in connection with the transaction or any other outstanding Charges;
 - (iii) payment of any other costs and expenses, including the cost of storage insurance and care for the Goods during their retention pending disposal; and
 - (iv) payment of any remainder without interest to the Customer.

Limitation of Company's Liability

25. Nothing in these terms and conditions limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation.

26. Subject to condition 25, the Company shall not be liable whether in contract, tort (including negligence), misrepresentation, restitution or otherwise for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill; and
- (f) indirect or consequential loss.

27. Subject to conditions 25 and 26 the Company's total liability to the Customer whether in contract, tort (including negligence), misrepresentation, restitution or otherwise for all loss or damage under each transaction shall not exceed the prevailing replacement value of the Goods subject to a maximum of the relevant insurance policy limit details of which are available from the Company on request. If the Customer has taken out an individual insurance policy in respect of the Goods recovery under such policy is subject to the terms and conditions of the policy.

28. The terms implied by sections 13, 14 and 15 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these terms and conditions.

29. The Company shall only be liable for all Goods whilst in its actual custody and under its actual control and the Company shall not be liable for loss of or damage to or failure to deliver the Goods unless it is proved that such loss or damage or failure to deliver the Goods occurred whilst the Goods were in the actual custody or control of the Company or its servants.

30. The Company shall only be liable for non-compliance with the instructions given to it if it is proved that the same was caused by the willful neglect of the Company or its servants.

31. Without prejudice to the generality of the rest of these conditions the Company shall not in any event be under any liability for any delay or consequential loss or loss of market howsoever caused nor for any loss damage or expenses arising from or in any way concerned with the marks weights numbers brands contents quality or description of any Goods however caused.

32. In any event the Company shall be discharged from all liability: (a) for loss from a package or an unpacked consignment or for damage deviation or misdelivery howsoever caused unless notice be received in writing within seven days after the end of transit where the transit ends in the British Isles or within fourteen days after the end of the transit where the transit ends at any place outside the British Isles. (b) for loss or non-delivery of the whole of a consignment or any separate package forming part of the consignment however caused unless notice be received in writing within twenty eight days of the date when the Goods should have been delivered.

33. Subject to condition 32, all claims in respect of loss or damage to Goods being warehoused stored held or transported shall be notified to the Company in writing within seven days after the delivery of the Goods to the Owner or the Owner's agent whichever shall be the sooner and any claims not so notified within such time shall be deemed to be waived.

34. Except where the Company has agreed in writing to pack the Goods the Customer warrants that all Goods have been properly and sufficiently protected and packed.

35. In addition to and without prejudice to the rest of the Conditions the Customer undertakes that he shall in any event indemnify the Company against all losses and liabilities suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions or their implementation or the Goods and in particular the Customer shall indemnify the Company in respect of any liability it may be under to any servant agent or sub-contractor or any haulier carrier warehouseman or other person whatsoever at any time involved with the Goods arising out of any claim made directly or indirectly against any such party by the Customer or by any sender consignee or owner of the Goods or by any person interested in the Goods or by any other person whosoever.

Insurance

36. The Company is not responsible for insuring the Goods. All Risks Insurance will not be arranged by the Company for the Customer's account except where agreed in writing between the parties before executing the order.

37. Where the Company agrees in accordance with condition 36 to arrange All Risks Insurance:

- (a) It is the responsibility of the Customer to furnish all details necessary to effect insurance including details of the value of the Goods and the Company shall be entitled to rely on the accuracy of such information provided and shall not be liable for the consequences of any inaccurate incomplete or misleading information provided by the Customer. Charges may apply if changes have to be made to insurance policies during the Contract;
- (b) All insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk;
- (c) The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy;
- (d) The Company's interest may be noted on the policy of insurance;
- (e) The Company may charge fees for administration of the policy or for changes which fees shall be notified to you in advance and the Company may receive payment or part of the premium from the insurer as a commission or rebate;
- (f) Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability in relation thereto even though the premium on the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.

38. Where the parties do not agree in accordance with condition 36 for the Company to arrange All Risks Insurance the Customer warrants to the Company that:

- (a) It has effected and will maintain All Risks Insurance for the Goods with a reputable insurer for any loss or damage to the Goods (including loss or damage caused by the Company's own negligence) whilst they are in our custody or control or that of our agents or sub-contractors and until the end of the transaction;
- (b) All premiums have been and will continue to be paid until the end of the transaction or period of insurance whichever is later;
- (c) The Customer will not do or not do or allow to be done or not done anything to invalidate the insurance policy or to reduce or prevent payment of any premium.

39. Where any insured item consists of articles in a pair or set the Company and its insurers will not be liable to pay for more than the proportional value of any particular part which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set.

Consumer Right to Cancel

40. If the Customer is a consumer (that means acting for purposes which are wholly or mainly outside the Customer's trade, business, craft or profession) and Services were ordered online or over the telephone the Customer has a legal right to change their mind about the purchase and receive a refund of what they paid for it. This is subject to some conditions, as set out below:

- (a) The Customer must notify the Company that they want to cancel the Contract no more than 14 days after the day the Company confirms the Customer's order (cooling off period);
- (b) Customers cannot change their mind once Services are completed;
- (c) The Company does not refund the costs of Services provided before the Contract is cancelled.
- (d) If the Service is a one-off service and the start date agreed between the parties is before the 14 day cooling off period comes to an end then the Customer may lose the right to cancel because they have specifically asked for the Services to begin earlier.

Termination

41. Without affecting any other right or remedy available to it, the Company may terminate this agreement with immediate effect by giving written notice to the Customer if:

- (a) The Customer fails to pay any amount when due under the Contract;
- (b) The Customer commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) The Customer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- (d) The Company reasonably believes that the Customer's financial position is such that it does not have the financial standing required to fulfil the Contract.

42. On termination of the Contract:

- (a) The Customer shall immediately pay all the Company's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which the Customer shall pay immediately on receipt;
- (b) The Customer shall remove or procure the removal of the Goods still in storage at the Company's storage facility and if the Customer fails to do so the Company:
 - (i) may Charge the Customer for storage and insurance and any other reasonable costs associated with the continued storage of the Goods;
 - (ii) exercise the lien and the power of sale set out in condition 24 which shall survive termination of the Contract.

43. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect including without limitation conditions 4, 7, 8, 9, 13,15, 19, 21, 23, 24, 25-35, 36-39, 42.

Delays outside the Company's Control

44. The Company is not responsible for delays or failure to perform its obligations due to circumstances beyond the Company's reasonable control.

Governing Law and Jurisdiction

45. The Contract between the Customer and the Company shall be deemed to be made in governed by and construed in accordance with the laws of England and Wales and the Customer shall submit to the exclusive jurisdiction of the Courts of England and Wales.

46. If any Conditions herein shall be deemed to be invalid for unreasonableness or otherwise then this shall not affect the validity of the other Conditions.