MOVEREADY ADDENDUM

This MoveReady Addendum forms part of Our terms and conditions and applies only if You (i) have elected to take up the MoveReady option and (ii) have declared to Us the total value of the goods; and (iii) have paid the appropriate MoveReady charge. Where We arrange the storage of the goods the MoveReady option only applies if You are up to date with payment of the relevant MoveReady charges.

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1. Where MoveReady applies We shall be responsible for delivering the goods to You, or producing them for collection undamaged, subject to the terms of this Addendum. By "undamaged" We mean in the same condition as they were at the time when they were packed or otherwise made ready for transportation or storage. Our liability under MoveReady is as detailed within this Addendum.

2. Where in this Addendum We refer to the "Limited Liability Terms" We refer to the terms and conditions of this contract as they are without the addition of this MoveReady Addendum. Where a claim is considered in accordance with the Limited Liability Terms then We may not be liable for the claim and if We are Our liability is likely to be limited.

3. Where MoveReady applies to a claim for physical loss and/or damage, clauses 8.1, 8.2, 8.3.1 and the obligation to arrange marine/transit insurance in clause 8.3.2 of the terms and conditions will not apply.

4. MoveReady is optional. If You have **not** elected to take up MoveReady or where MoveReady otherwise does not apply, Our liability will continue to be as set out in the Limited Liability Terms.

5. It shall be Your sole responsibility to declare the full value of the goods. We do not provide advice as to the value of the goods. Our liability under MoveReady shall under no circumstances exceed the value declared by You to Us on the acceptance form or as otherwise agreed by Us in writing. Where You require Us to accept liability for a value above GBP 50,000 this will only apply where We confirm Our agreement in writing and upon payment by You of any additional MoveReady charges.

6. If You have not declared the total value of the goods in the event they are physically lost and/or are damaged, Our liability to You under MoveReady will be reduced in the same proportion that the value declared bears to the actual value of the goods.

7. MoveReady will apply only where goods are shipped to or from or via the United Kingdom, Channel Islands, Isle of Man, member states of the European Union, Scandinavia and Switzerland. Where goods are shipped to or from or via any territories other than these then in such cases any claims will be considered in accordance with the Limited Liability Terms.

8. MoveReady applies to physical loss and/or damage occurring during transits to and from and whilst at the premises of carpet cleaners, repairers and restorers and during any period whilst We are exercising the power of lien for the goods as set out in Our terms and conditions including physical loss and/or damage occurring during transits to and from and whilst at the premises of auctioneers.

9. Where any of the goods comprise part of a pair or set, Our liability under MoveReady will be limited to the value of the actual item(s) which is/are physically lost and/or damaged and not for the value of the pair or set. We will not be liable for any item(s) which is/are part of a pair or of a set which is/are not physically lost and/or damaged.

10. We shall not be liable for the first GBP 100 of the value of any claim for goods lost and/or stolen and/or damaged.

11. Where goods have not been professionally packed by Us (and/or Our appointed agents or sub-contractors) We shall only be liable under MoveReady for physical loss and/or damage caused by:
breakage, scratching, denting, chipping, staining and tearing where the same is directly caused by fire or collision or overturning of the transporting conveyance.

12. Where We and/or Our appointed agents or sub-contractors have not professionally packed the goods We shall only be liable under MoveReady for missing items or cartons or packages where an itemised valued list of contents of each carton or package is supplied by You to Us prior to commencement of transit.

13. Where due to the operation of clause 11. or clause 12. there is no liability under MoveReady because goods have not been professionally packed by Us and/or Our appointed agents or sub-contractors, Our liability will fall to be established in accordance with the Limited Liability Terms.

14. a) Where We are liable under MoveReady We may at Our option replace, repair and/or provide compensation. We will take into consideration the age, condition, quality, degree of use and consequent market value of the goods. We will not replace or provide compensation on a replacement as new basis.

b) Where We are liable under MoveReady and the goods physically lost and/or damaged are documents We can agree to pay compensation on the basis of the reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information where the value provided by You reflects these costs.

15. For goods destined to or received from a place outside of the United Kingdom the 7 days notification period provided for by clause 11.2. within Our terms and conditions shall be automatically extended to 30 days.

16. International Claims Agency Ltd (ICA) are authorised to deal with any claims on Our behalf for any loss of or damage to the goods and their contact details are as below:

International Claims Agency Ltd
Unit 10, Invicta Way,
Manston Park,
Ramsgate, Kent CT12 5FD United Kingdom
Telephone: +44 (0)1843 823820
Fax: +44 (0)1843 823956
E-mail: claims@icaltd.co.uk

17. If You knowingly provide Us with misleading, incorrect, false, or fraudulent information relating to loss and/or damage to the goods or if You attempt to exaggerate the extent of the loss and/or damage to the goods We will not have any liability to You and this MoveReady Addendum will be cancelled and You will not receive any refund of the MoveReady charges and We reserve the right to recover from You any costs and/or expenses We have incurred in dealing with the alleged loss and/or damage to the goods.

18. The MoveReady Addendum will not apply to the following types of property and any claims in respect of, or arising from, the same will be considered in accordance with the Limited Liability Terms:

(a) Any property which You are not permitted to submit for transit and/or storage under Our terms and conditions.

(b) Data records including but not limited to where contained on memory sticks, hard drives, CDs, DVDs and the like.

(c) Accessories, personal effects and removable items where these are contained within a Motor Vehicle.

(d) Motor Vehicle(s) driven under their own power other than for the purpose of loading onto or unloading from the carrying conveyance or container where this is undertaken by Us and/or Our appointed agents or sub-contractors.

19. We shall only be liable under MoveReady for scratching, bruising, denting and/or marring of Motor Vehicle(s) where a Vehicle Condition Report has been completed prior to the transit and/or storage of the Motor Vehicle(s). Where no such Vehicle Condition Report has been completed prior to the transit and/or storage of the Motor Vehicle(s) claims for loss and/or damage arising from scratching, bruising, denting and/or marring will be subject to the Limited Liability Terms.

20. Where forming part of a household or office transit/storage contract and We have agreed in writing to accept liability under MoveReady Our total liability for physical loss and/or damage for the following goods is limited to GBP 10,000:
Furs, perfumery, tobacco, cigars, cigarettes, all manner of vaping equipment including but not necessarily limited to pods/pens/sub-ohm kits/coils/liquids/juices/disposable vapes and e-cigarettes, wines, beers, spirits, portable media and computing devices, mobile phones, smart phones and tablets. In all other cases any claims for loss and/or damage shall be considered in accordance with the Limited Liability Terms.

21. We shall not be liable under MoveReady for loss, deterioration and/or damage arising from the following causes and any claims in respect of such liability will be considered in accordance with the Limited Liability Terms:

(a) Wear, tear, gradual deterioration (including the deterioration of contents of deep freeze units), inherent vice or latent defect, atmospheric or climatic conditions, mould and mildew.

(b) Moth or insect or vermin unless from an external cause.

(c) Leakage of liquid from a receptacle or container unless packed by Us and/or Our appointed agents or sub-contractors.

(d) Electrical, electronic and/or mechanical derangement of any electrical or mechanical item unless there is evidence of external damage to the item(s) or its packing/packaging.

(e) Any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or deterioration/damage to the goods by or under the order of any government or public or local authority.

(f) Acts of terrorism.

(g) Depreciation following repair or restoration of a damaged item of the goods.

(h) Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons.

(i) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

(j) Your own acts and/or resulting from any work undertaken against Our professional advice.

(k) The use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus, computer process or any other electronic system.

(l) A Communicable Disease or the fear or threat of a Communicable Disease (whether the loss, deterioration or damage is directly or indirectly originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the same). A Communicable Disease is any disease which can be transmitted by means of any substance or agent from any organism to another organism where, the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

22. We shall not be liable under MoveReady for any claim for losses other than to the goods themselves arising from loss, deterioration and/or damage to the goods and/or restriction of access to the goods, such as but not limited to loss of profits, loss of goodwill and/or loss of anticipated savings.