

CONTROL GROUP

TERMS AND CONDITIONS FOR COMMERCIAL RELOCATIONS

Please read these terms and conditions carefully, the contents of which sets out provisions limiting the Company's liability and provides for an indemnity by you, the Customer, in certain circumstances.

This Framework Agreement is made on the date show above by and between **Control Group UK Limited**, whose registered office is Atlantic House, Michigan Drive, Tongwell, Milton Keynes, MK15 8HQ, registered in England , under company number 1923397 "The Company"

And

the "Client".

1. Parties

The parties to this contract are the firm or company identified above (the Contractor) and the person identified overleaf who requests the services (the Client).

2. Quotation and Price

- 2.1 The quotation will remain open for acceptance for 28 days from the Quotation Date.
- 2.2 The quotation is for a fixed price but the Contractor is entitled to increase the price after acceptance, by the agreement of both parties, if due to circumstances beyond its control the performance of the contract becomes substantially more onerous for the Contractor to carry out.
- 2.3 The increase in price shall be limited to the extra cost occasioned to the Contractor in carrying out the contract.

3. Client's Warranties

The Client undertakes and warrants:

- 3.1 That he is the owner of the goods or property in question.
- 3.2 That if he is not the owner of the goods or property, he is authorised by or has the consent of the owner to enter into this contract.
- 3.3 That there is a proper and suitable access at all appropriate time to the premises to enable the Contractor to carry out the work described overleaf.
- 3.4 That he shall be solely responsible for the safety and security of all goods up to the point of departure from the collecting address and from the arrival at the delivery address.
- 3.5 That he shall be solely responsible for safeguarding of all the crates and other equipment during such time as the Contractors are on the clients premises during the task.
- 3.6 That he will not submit for Relocation or storage any dangerous or toxic article or substance of which is likely to encourage vermin or other pests or likely to cause or transmit any infectious or contagious disease.

4. Postponement of Relocation

By way of liquidated damages the Client agrees to pay the following sums in the event of his postponement of a task or relocation:

- 4.1 If the Contractor, between ten to seven working days before Relocation receives notification of postponement, a sum representing 5% of the Relocation charges.
- 4.2 If the notification is received less than seven working days before Relocation a sum representing 20% of the Relocation charge
- 4.3 If the Client does not stipulate a new date for the Relocation within 28 days of postponement the contract shall be deemed cancelled and clause 5 will apply.

5. Cancellation of Relocation Or Task

The Client agrees to pay a sum representing 50% of the Relocation charges in the event of his cancellation of Relocation; however, if the cancellation is notified to the Contractor less than 48 hours before Relocation, the percentage shall rise to 75%.

6. Crate Hire

- 6.1 Crate hire is made, subject to details provided at time of quotation/contract including hire charges and timescales. All crates remain the property of CGUK. In the event of a client wishing to continue hire of crate(s) after the agreed rental period has expired or the client has not made the crates available for collection, a daily hire charge shall be payable at the rates quoted or if no rate quoted, a charge of 25p per crate per week shall be made.



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- 6.2 If a crate has not been made available for collection within 3 calendar months from the initial end date of the hire agreement, (and no subsequent hire arrangement has been made), it shall be deemed to be lost whilst in the client's possession and a fee of £25.00 per crate will be levied.
- 6.3 Damaged crates shall also be charged at £25.00 per crate, where damage is to an extent the crate cannot be used for its intended purpose of storing goods in a safe and presentable manner.

7. Sub-Contracting

The Contractor reserves the right to subcontract all or part of the Relocation (or other) work. If the Contractor subcontracts, he does so as the agent of the Client, which means that, the Relocation (or other work) will still be carried out in accordance with and subject to these terms and conditions.

8. Interchange and Method

The Contractor may at any time interchange goods between vehicles and warehouses and may choose which route or by which means the goods shall be carried.

9. Inspection Of Goods & Disposal Of Certain Goods

- 9.1 The Contractor reserves the right to open or inspect goods to ensure compliance with clause 3.6 above or in the interests of Health & Safety or Security.
- 9.2 If upon opening or inspecting the goods, the Contractor, on reasonable grounds believes that the Client is in breach of clause 3.6 above, or that the goods pose a threat to Health & Safety or Security, the Contractor shall be entitled (without prejudice to any other rights it may have) to dispose of the goods forthwith, without compensation to the Client.

10. Lien

Goods received or held by the Contractor are subject to:

- 10.1 A particular lien for the payment of Relocation or storage charges.
- 10.2 A general lien for all monies owed to the Contractor for any services rendered to the Client under this or any other contract.
- 10.3 If the lien is not satisfied within 28 days of the Contractor's notification of the exercise of such lien, the Contractor shall be entitled to sell the Client's goods and apply the proceeds of sale towards satisfaction of the lien.

11. Contractor's Liability

The Contractor has arranged Liabilities insurance (that is extended to indemnify any Principal) with limits of indemnity as follows:

- Employer's liability: Limit of Indemnity - £10,000,000 any one occurrence inclusive of legal costs and expenses.
- Public liability: £5,000,000 any one occurrence and/or series of occurrences arising out of one event
- Products liability: £5,000,000 any one occurrence and in the aggregate.

12. Claim By Third Party Against The Contractor

If the Contractor is required to pay any charge, expense, damage or penalty to a third party arising out of the performance of the contract, the Client will indemnify the Contractor against such payment unless it was brought about by the Contractor's negligence.

13. Mechanical Derangement or Breakdown

- 13.1 A claim arising from Mechanical Derangement to IT, Communication Equipment or other Mechanical/Electrical device made by the contractor shall be contested and exclusion applied, unless there is evidence of any physical damage.

13. Arbitration

If any dispute or difference shall arise between the Contractor and the Client, 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 Milton Keynes Chamber of Commerce. The arbitration shall take place in London if at the date of acceptance of the quotation the Client resided in England or Wales or in Edinburgh if at the said date the Client resided in Scotland.

13. Proper Law of The Contract

English law shall govern these terms and conditions if the Client resided in England or Wales at the date of acceptance of the quotation or by Scottish law if at the said date the Client resided in Scotland.

13. Proper Law of The Contract

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.



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Additional Terms and Conditions for Storage of Goods

17. Address of Client

The Client must at all times keep the Contractor informed in writing of his current address. Notification of change of address shall not be effective unless the Contractor acknowledges it in writing. The Contractor agrees to make this acknowledgement promptly upon receipt of this notification. Any notice to the Client (under this or any other clause herein) which is made to his last known address shall be deemed To Be Good Notice and Duly Service 7 Days after the Date of Posting.

18. Inventory

16.1 Where an inventory is prepared it shall be deemed to be conclusive evidence of the Clients goods that are stored, unless the Contractor receives the Clients notification in writing of any error or omission within 7 days of his receipt of the inventory

16.2 Such notification shall not be effective unless acknowledged in writing by the Contractor.

16.3 The Contractor Agrees To Make This Acknowledgement Promptly Upon Receipt Of This Notification.

19. Payment of Storage Charges

21.1 Storage charges are payable 1 month in advance. If the Client removes the goods from storage, he must pay all invoices up to date.

21.2 This allowance will not be given for periods of less than one complete week. Labour charges (including Relocation charges) shall be paid (and any cheques cleared) before the goods are removed from storage.

20. Revision of Storage Charges

The Contractor shall be entitled to revise storage charges from time to time. The Contractor will give the Client at least 28 days notice of an increase in charges, such as increase to take effect at the beginning of the next Accounting Period.

21. Termination of Storage Contract

21.3 The Client shall be entitled to terminate the storage contract by giving the Contractor at least 14 days notice in writing. The notice shall not be effective unless received by the Contractor. If the Contractor agrees to release the good on less than 14 days notice the Contractor reserves the right to charge for the full 14 days period of notice.

21.3 Provided the Client is not in arrears with the payment of storage charges, the Contractor shall not terminate the storage contract without 3 months notice in writing.

22. Handling

22.1 The Contractor shall be entitled to make a separate charge for handling the goods into and out of storage.

22.1 A charge may also be raised if the Client elects to make his own arrangements for the delivery or collection of goods to or from the warehouse.



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