



## Asia Household Goods Services Terms & Conditions

**PLEASE PAY PARTICULAR ATTENTION TO CLAUSES 9 (PROTECTION) AND 10 (LIMITS OF LIABILITY).**

These terms and conditions explain the rights, obligations and responsibilities of both the Santa Fe Group and You in relation to the removal, storage and transport services provided by the Santa Fe Group. These terms and conditions take into account the principles and provisions of international conventions and protocols governing the transportation of goods by road, sea, rail and air.

In these terms and conditions, **'We'**, **'our'** and **'us'** mean the Santa Fe Group and **'You'** means the customer or the customer's agent. **'item'** means (1) The entire contents of a box, parcel, package, carton, or similar container; and (2) Any other object or thing that is moved, handled or stored by us. **'Services'** means the whole of the work to be undertaken by us in connection with the removal, storage and transport of goods, and any handyman services.

### 1. Quotations

Our quotation is a fixed price, it does not include insurance, customs duties or any other fees paid to government departments of any country. The quote is valid for 30 days.

We may change the quotation if:

- (a) The Services have not been commenced within 3 months and you have caused the delay;
- (b) Our costs go up because of changes in the value of foreign currency, taxation or freight charges or any other operating costs outside of our control;
- (c) The Services are carried out on a day other than a normal working day in the relevant location at your request;
- (d) There are delays outside of our control;
- (e) The entry, exit, stairs, lifts or doorways are inadequate for easy delivery or the road approach is unsuitable for one of our vehicles, unless you told us in writing of these problems before we prepared the quotation;
- (f) The volume of goods to be moved or stored or the location of the goods (including access to the goods or parking location) has changed since the quotation was issued; and
- (g) The dates for delivery of the Services change by more than 30 days from the dates specified in the quotation.

### 2. Services not included in the quotation

Services not included in the quotation, and which we will not provide, unless agreed in writing in advance are:

- (a) Remove and/or store extra goods, or provide extra Services;
- (b) Take down or put up unit furniture, fittings or fixtures or garden furniture and equipment;
- (c) Cut off or reconnect appliances and fittings;
- (d) Take up or lay fitted floor coverings;
- (e) Move items from a loft, unless properly lit and floored and safe access is provided;
- (f) Move loaded deep freezers;
- (g) Move night storage heaters unless they are dismantled; and
- (h) Removal, storage or otherwise dealing with items excluded under clause 4.

If we provide such Services at your request without our written agreement, we will not be liable for any loss or damage. However, these conditions will still apply to such Services and we may charge extra, and you agree to pay the extra charges.

We care about the people who work for us, so we will only move items in accordance with all relevant health and safety laws and regulations.

### 3. Your responsibilities

You must:

- (a) Arrange adequate insurance or shipment protection cover for the goods submitted for removal and/or storage, against all insurable risks as our liability is limited under clause 10;
- (b) Provide us with a correct and up to date address and telephone number during removal and/or storage of goods;
- (c) Be present or represented throughout the packing and removal process;
- (d) Ensure that adequate access is available to all relevant premises for the purpose of performing the Services;
- (e) Check that nothing that should be moved is left behind and nothing is taken away in error;
- (f) Ensure that goods are protected where they are left in unattended premises or where people unconnected with the removal are present;
- (g) Empty, properly defrost and clean refrigerators and deep freezers;
- (h) Ensure all domestic and garden appliances, including washing machines, dishwashers, hose pipes and petrol lawn mowers are all clean and dry and have no fluid left in them;

- (i) Pay for any parking or meter suspension charges incurred by us in carrying out the work;
- (j) Where we provide you with inventories, receipts, waybills, job sheets or other relevant documents you will ensure that they are signed by you or your authorised representative as confirmation of collection or delivery of the goods;
- (k) Prepare adequately and stabilise all appliances or electronic equipment prior to their removal;
- (l) Allow us to inspect the contents of any carton, package or article offered for removal; and
- (m) Obtain, at your expense, all necessary licences, work permits, and other required documents to enable our Services to be completed.

Other than by reason of our negligence we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

#### **4. Goods not to be submitted for removal or storage**

You must **NOT** include in the goods to be removed:

- (a) Passports/travel documents, wallets/handbags containing valuables, mobile phones, portable IT/electronic devices, currency, cash, bank or credit cards, jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, valuable or fragile collections of any kind;
- (b) Perishable items and/or those requiring a controlled environment;
- (c) Dangerous, damaging or explosive items, including paint, aerosols, ammunition, firearms or weapons of any kind;
- (d) Animals, plants or goods, including food, likely to encourage vermin or other pests or to cause infection;
- (e) Goods which require special licence or government permission for export or import; or
- (f) Prohibited or stolen goods or drugs.

**If you do include any of the above in the goods to be removed, we will not accept any liability for any loss or damage to them.**

If any of the items or substances which are listed under 4(b), (c), (d), (e) or (f) are in your goods:

- (a) we may remove, destroy or otherwise dispose of or sell such items or substances, in which case we will pay you the net proceeds of the sale after deducting the costs and expenses incurred by us and any payments or sums due to us from you; and
- (b) you will indemnify us against all claims made and for any loss or damage that we or someone else may suffer through the presence of those items or substances.

#### **5. Ownership of the goods**

You declare that:

- (a) The goods that you give us to remove are your own property; or
- (b) The people who own or have an interest in them have given authority to you to use our Services (and have been made aware of these terms and conditions) and you act as a duly authorised agent of such people.

You will indemnify us against all claims made and for any loss or damage that we or someone else may suffer if these declarations are not true.

#### **6. Charges if you postpone or cancel the removal.**

If you postpone or cancel the removal, you must give written notice of cancellation to us and we may charge you according to how much notice is given in accordance with the following schedule:

- (a) More than 14 days before the removal was due to start: NIL.
- (b) Less than 14 days, but more than 8 days, before the removal was due to start: 30% of the removal charge.
- (c) Less than 8 days before the removal was due to start: 60% of the removal charge;
- (d) Within 24 hours that the removal was due to start: 75%;
- (e) On the day the removal was due to start: 100%.

#### **7. Route and method**

- (a) We may select the route and means of transport by which the goods shall be carried or stored.
- (b) Unless it has been specifically agreed otherwise in writing in our quotation, other space/volume/capacity on our vehicles and/or the container may be utilised for consignments of other customers.

#### **8. Payment**

##### **(a) Cash accounts and private accounts**

Where no credit facility is granted, payment is required in full by cleared funds at the time of booking the Services. No delivery will take place until all invoices have been paid.

##### **(b) Corporate accounts**

Where a credit facility is granted, unless alternative terms apply, our standard terms of payment are 30 days from invoice date.

##### **(c) Late payment**

You may not withhold any part of the agreed price because of any claim you may wish to make against us. If our invoices have not been paid within the agreed payment terms, we reserve the right to charge interest calculated

at 5% above the Barclays Bank base rate in force from time to time in the currency in which the price is denominated in our quotation.

### **9. Protection coverage**

**You are strongly recommended to arrange cover for the goods against all insurable risks during removal, transport and storage. If you wish for us to arrange protection cover on your behalf, please inform us and we shall be pleased to arrange cover under our shipment protection policy on receipt of your completed declaration form and written instructions to arrange protection cover. This cover is not effective until the premium has been paid to us.**

### **10. Limits of liability**

- (a) Unless agreed otherwise with you in writing in advance or as stated in these terms and conditions, if we are liable and we lose or damage your goods as a direct result of our negligence or breach of this contract, then we will pay you up to a maximum of HK\$5.00 per pound per Item or HK\$31 per cube foot per Item, whichever is the greater, OR, if we choose, we will pay for repairing or replacing the item. This will apply even if the item is part of a pair or set and may have a special value.
- (b) We are not liable for any loss, damage or failure to produce the goods if it is:
  - i. Caused by any of the following:
    - A. Fire, moth or vermin, Acts of God, war, terrorism, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion or military coup, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion or other events outside of our control;
    - B. Cleaning, repairing or restoring, unless we did the work;
    - C. Wear and tear, gradual deterioration, leakage or evaporation in perishable or leaky articles; or
    - D. Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion or gradual deterioration unless directly linked to ingress of water.
  - ii. To any article in wardrobes or drawers or in a package, bundle, case or container not both packed and unpacked by us. To any goods which have a proven defect. To animals. To plants. To items referred to in clause 4.
  - iii. For mechanical derangement to any appliance or equipment unless there is evidence of related external impact or damage.
- (c) If you instruct us to move, transport or dismantle self-assembly or interconnecting furniture, we will not be liable for any damage to it nor for its quality when reassembled by you or us. This also applies to other furniture which is unsuitable for removal or transport.
- (d) We will accept liability only for loss or damage to goods when they are in:
  - i. our actual possession, and if it can be proven that we were negligent;
  - ii. the possession of others, if the loss or damage is proven to have been caused by our failure to pack the goods to a reasonable standard, where we have been contracted to pack the goods.
- (e) Where we engage an international transport operator, shipping company or airline, to convey your goods to the place, port or airport of destination, we do so on your behalf and subject to the terms and conditions set out by that carrier.
- (f) If the carrying vessel/conveyance should for reasons beyond the carrier's control, fail to deliver the goods or route them to a place other than the original destination, you have limited recourse against the carrier and may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit insurance cover.
- (g) We do not accept liability for goods confiscated, seized or removed by Customs Authorities or other Government Agencies.
- (h) No employee of Santa Fe Group shall in any circumstances be separately liable to you for any loss, damage or misdelivery.
- (i) We will not be liable for any indirect or consequential loss or losses arising out of your failure to adequately insure your goods for their full value.
- (j) Nothing in this clause excludes or limits our liability to you for:
  - i. death or personal injury caused by our negligence;
  - ii. our fraudulent misrepresentation; or
  - iii. any other liability that may not be limited or excluded under applicable law.

### **11. Time limits for claims against us for loss or damage to goods**

- (a) For goods which you or your agent collects from our warehouse, you must inspect your goods thoroughly before collection and claim for any loss or damage at the time of handing over.
- (b) For goods which we are delivering you must claim for any loss, damage or failure to produce the goods:
  - i. within 30 days of the delivery date, if you have protected your goods with us; and
  - ii. within 7 days of the delivery date, if you have not protected your goods with us.

These time limits are essential.

## **12. Delays**

- (a) Other than by reason of our negligence, we will not be liable for delays in transit.
- (b) Any transit times given by us are estimated and based on the information known to us at the time. Transit times may vary due to a number of factors outside of our control. We will advise you of any material changes to transit times as soon as we become aware of them.
- (c) If through no fault of ours we are unable to deliver your goods, we will inform you and you may choose for us either: (i) where possible to deliver them to an alternative location; or (ii) take them into store. At this point, the contract between us will then be fulfilled and any additional service(s), including storage and delivery provided by us or on our behalf, will be at your expense.

## **13. Damage to premises or property other than goods**

- (a) We will not be liable for any damage to premises or property other than goods submitted for removal and/or storage unless we have been negligent. Our liability is limited to making good the damaged area only.
- (b) We will not be liable if we cause damage as a result of moving goods under your express instruction, against our advice, and where to move the goods in the manner instructed will inevitably cause damage.
- (c) If we are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt as soon as possible.

## **14. Our right to hold the goods**

We have a right to withhold and/or ultimately dispose of some or all of the goods if you have not paid all our charges and other payments due to us. These include charges, taxes or levies that we have paid on your behalf. While we hold the goods and wait for payment you will be responsible for paying storage charges and all the other necessary expenses. These terms and conditions will apply to the goods held in this way.

## **15. Our right to sell the goods**

If you fail to make payment for your storage, we may require you to remove your goods from our care and control and to pay all monies due to us in full. If you fail to make payment and remove your goods we may exercise our right to sell or dispose of some or all of the goods under the Torts (Interference With Goods) Act 1977 s.12 and Part II of Schedule 1 of that Act. All proceeds from the sale will be put towards the amount owed. Any expenses we incur holding the sale or disposing of the goods will be charged against you. Any surplus will be paid to you without interest.

## **16. Our right to sub-contract the work**

- (a) We may use service partners or sub-contractors for some or all of the work. If we do, these terms and conditions will still apply to you and us.
- (b) In addition, you agree to the terms and conditions set forth in the Bills of Lading, Consignment Notes issued by other carriers or organisations involved in the work, which we accept as your agent, and those terms and conditions form part of this contract. If no such terms or conditions are in existence, then our liability will be as set out in condition 10.

## **17. Claims against us by third parties**

You will be responsible for paying any charges, expenses, damages or penalties claimed against us in respect of the goods by a third party unless you could prove that we were negligent. These include parking charges that we have to pay to do the work, unless we have agreed otherwise in writing.

## **18. Authority to change the terms and conditions**

Only an authorised manager of the company can change these terms and conditions, and only in writing.

## **19. Law and disputes**

- (a) This contract (including any non-contractual obligations or liabilities arising out of or in connection with it) is governed by and construed in accordance with the laws of England and Wales.
- (b) If there is a dispute arising from this contract, which cannot be resolved, either you or we may refer it for mediation by an appropriate independent mediator. If the dispute cannot be settled by this method, it may be referred by you or with your written consent, by us for arbitration by an independent mediator appointed by the Chartered Institute of Arbitrators.
- (c) Mediation does not prejudice your right to commence court proceedings in England and Wales.

## **20. General.**

- (a) These terms and conditions are between you and us only. No one else shall have any rights under, or be able to enforce any of them. You may not assign or transfer this contract (whether in whole or in part) to any other person.
- (b) If any part of these terms or conditions are found to be void or unenforceable then that part shall be removed, but the remainder of the terms and conditions shall continue to apply.
- (c) All notices must be in writing (and may not be sent by e-mail).



## Extra Terms & Conditions for Storage of Goods

**(a) Your address and notices**

If you send goods to be stored you should provide an address for correspondence and you should notify us if it changes. All letters and notices will have been legally served and received 7 days after posting if they have been sent to that address or, if you do not provide an address, and no response is received to any messages sent to your nominated email address, published in a public newspaper in the area to or from which the goods were removed. A charge will be made for receiving the goods into store and these terms and conditions will apply to all services.

**(b) List of goods or receipts**

If a list of goods or receipt for them is given it will be final unless you write to us within 7 days and specify the items that are missing.

**(c) Payment of storage charges**

Storage charges are payable 3 months in advance. If you remove the goods before the end of a 3-month period, we will credit your removal account with any excess payment and refund any balance. All charges including removal charges must be paid before the goods may be taken out of store.

**(d) Revision of storage charges**

We review our charges annually, and will give 28 days' notice of any changes which will commence from the beginning of the next 3-monthly accounting period.

**(e) If you wish to end the storage contract**

If you wish to end this contract you should give at least 14 working days' notice. If we can release the goods earlier we will do so. You will be responsible for paying charges for storage to the date when the notice would have ended. If you make your own arrangements to collect the goods we will make a charge for taking them out of storage and handing them over. Our account must be paid in full before the goods can be released.

**(f) If we wish to end the storage contract**

We may end this contract by giving at least 3 months' notice to you in writing.