



TERMS AND CONDITIONS



1st Move International Limited, trading as Autoshippers, trade under the Standard Trading Conditions as approved by the British International Freight Association (BIFA).

Terms for our MoveProtect shipment protection can be found in the MoveProtect Addendum below our main Terms and Conditions

British International Freight Association (BIFA) Standard Trading Conditions 2021 Edition (England) © BIFA 2021

These Standard Trading Conditions (STC) are for the exclusive use of BIFA corporate members only. They provide safeguards for both the customer and the freight forwarder, and have the approval of representatives of shippers' organisations such as the Institute of Export and the British Shippers Council. These trading conditions are also registered with the Office of Fair Trading.

1st Move International Limited trade under the standard trading conditions of the British International freight Association. The "Company" named below is 1st Move International Limited. BIFA membership number 1884 (1999)

THE CUSTOMER'S ATTENTION IS DRAWN TO SPECIFIC CLAUSES HEREOF WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY AND THOSE WHICH REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY IN CERTAIN CIRCUMSTANCES AND THOSE WHICH LIMIT TIME AND THOSE WHICH DEAL WITH CONDITIONS OF ISSUING EFFECTIVE GOODS INSURANCE BEING CLAUSES 8, 10, 11(A) AND 11(B) 12-14 INCLUSIVE, 18-20 INCLUSIVE, AND 24-27 INCLUSIVE

All headings are indicative and do not form part of these conditions

DEFINITIONS AND APPLICATION

1 In these conditions the following words shall have the following meanings:-

"Company"	the BIFA member trading under these conditions
"Consignee"	the Person to whom the goods are consigned
"Customer"	any Person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services
"Direct Customs Agent"	the Company acting in the name of and on behalf of the Customer and/or Owner with H.M. Revenue and Customs ("HMRC") as defined the Taxation (Cross Border Trade) Act 2018, Clause 21.1(a), or as amended.
"Goods"	the cargo to which any business under these conditions relates
"Person"	natural person(s) or any body or bodies corporate
"SDR"	are Special Drawing Rights as defined by the International Monetary Fund
"Transport Unit"	packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air
"Owner"	the Owner of the Goods or Transport Unit and any other Person who is or may become interested in them

2(A) Subject to sub-paragraph (B) below, all and any activities of the Company in the course of business, whether gratuitous or not, are undertaken subject to these conditions.

(B) If any legislation, to include regulations and directives, is compulsorily applicable to any business undertaken, these conditions shall, as regards such business, be read as subject to such legislation, and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such

legislation, and if any part of these conditions be repugnant to such legislation to any extent, such part shall as regards such business be overridden to that extent and no further.

3 The Customer warrants that he is either the Owner, or the authorised agent of the Owner and, also, that he is accepting these conditions not only for himself, but also as agent for and on behalf of the Owner.

THE COMPANY

4(A) Subject to clauses 11 and 12 below, the Company shall be entitled to procure any or all of the services as an agent, or, to provide those services as a principal.

(B) The Company reserves to itself full liberty as to the means, route and procedure to be followed in the performance of any service provided in the course of business undertaken subject to these conditions.

5 When the Company contracts as a principal for any services, it shall have full liberty to perform such services itself, or, to subcontract on any terms whatsoever, the whole or any part of such services.

6(A) When the Company acts as an agent on behalf of the Customer, the Company shall be entitled, and the Customer hereby expressly authorises the Company, to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to fulfil the Customer's instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise.

(B) The Company shall, within 14 days' notice given by the Customer, provide evidence of any contract entered into as agent for the Customer. Insofar as the Company may be in default of the obligation to provide such evidence, it shall be deemed to have contracted with the Customer as a principal for the performance of the Customer's instructions.

7 In all and any dealings with HMRC, for and on behalf of the UK established Customer and/or Owner, the Company is deemed to be appointed and duly empowered to act as a Direct Customs Agent only, to make Customs declarations in the name of the Customer (Principal) as their "Direct Agent".

8(A) Subject to sub-clause (B) below,

the Company:

(i) has a general lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time to the Company from the Customer and/or Owner on any account whatsoever, whether relating to Goods belonging to, or services provided by or on behalf of the Company to the Customer or Owner. Storage charges shall continue to accrue on any Goods detained under lien;

(ii) shall be entitled, on at least 21 days' notice in writing to the Customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer and apply the proceeds in or towards the payment of such sums;

(iii) shall, upon accounting to the Customer for any balance remaining after payment of any sum due to the Company, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the Goods or documents.

(B) When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

9 The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by, or paid to, freight forwarders.

10(A) Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the company is entitled to deliver, the Company shall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer or Consignee or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be governed by these conditions. All costs incurred by the Company as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer.

(B) The Company shall be entitled at the expense of the Customer to dispose of or deal with (by sale or otherwise as may be reasonable in all the circumstances):-

(i) after at least 21 days' notice in writing to the Customer, or (where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods) without notice, any Goods which have been held by the Company for 60 days and which cannot be delivered as instructed; and

(ii) without prior notice, any Goods which have perished, deteriorated, or altered, or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company, or third parties, or to contravene any applicable laws or regulations.

11(A) No insurance will be effected except pursuant to and in accordance with clearly stated instructions given in writing by the Customer and accepted in writing by the Company, and all insurances effected by the Company are subject to the usual exceptions

and conditions of the policies of the insurers or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on the Goods, but may declare it on any open or general policy held by the Company.

(B) Insofar as the Company agrees to effect insurance, the Company acts solely as agent for the Customer, and the limits of liability under clause 26(A) of these conditions shall not apply to the Company's obligations under clause 11.

12(A) Except under special arrangements previously made in writing by an officer of the Company so authorised, or made pursuant to or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of the Goods in specified circumstances (such as, but not limited to, against payment or against surrender of a particular document) are accepted by the Company, where the Company has to engage third parties to effect compliance with the instructions, only as agents for the Customer.

(B) Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, on receipt of evidence of proper demand by the Company, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other Person, the Customer shall remain responsible for such freight, duties, charges, dues, or other expenses.

(C) The Company shall not be under any liability in respect of such arrangements as are referred to under sub-clause (A) and (B) hereof save where such arrangements are made in writing, and in any event, the Company's liability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in clause 26(A) (ii) of these conditions.

13 Advice and information, in whatever form it may be given, is provided by the Company for the Customer only. The Customer shall indemnify the Company against all loss and damage suffered as a consequence of passing such advice or information on to any third party.

14 Without prior agreement in writing by an officer of the Company so authorised, the Company will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to bullion, currency, securities, precious stones, jewellery, valuables, antiques, pictures, human remains, living creatures, plants. Should any Customer nevertheless deliver any such goods to the Company, or cause the Company to handle or deal with any such goods, otherwise than under such prior agreement, the Company shall have no liability whatsoever for or in connection with the goods, howsoever arising.

15 Except pursuant to instructions previously received in writing and accepted in writing by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other Goods. If such Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the Company, constitute a risk to other goods, property, life or health, the Company shall, where reasonably practicable, contact the Customer in order to require him to remove or otherwise deal with the goods, but reserves the right, in any event, to do so at the expense of the Customer.

16 Where there is a choice of rates according to the extent or degree of the liability assumed by the Company and/or third parties, no declaration of value will be made and/or treated as having been made except under special arrangements previously made in writing by an officer of the Company so authorised as referred to in clause 26(D).

THE CUSTOMER

17 The Customer warrants:

(A) (i) that the following (furnished by on or behalf of the Customer) are full and accurate: the description and particulars of any Goods; any information furnished (including but not limited to, the nature, gross weight, gross mass (including the verified actual gross mass of any container packed with packages and cargo items), and measurements of any Goods); and the description and particulars of any services required by or on behalf of the Customer are full and accurate, and

(ii) that any Transport Unit and/or equipment supplied by the Customer in relation to the performance of any requested service is fit for purpose;

(B) that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods.

(C) that where the Company receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon;

(D) that where the Company provides the Transport Unit, on loading by the Customer, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon.

18 Without prejudice to any rights under clause 15, where the Customer delivers to the Company, or causes the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other goods, whether declared to the Company or not, he shall be liable for all loss or damage arising in connection with such Goods, and shall indemnify the Company against all penalties, claims, damages, costs and expenses

whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company, or any other person in whose custody they may be at any relevant time, shall think fit.

19 The Customer undertakes that no claim shall be made against any director, servant, or employee of the Company which imposes, or attempts to impose, upon them any liability in connection with any services which are the subject of these conditions, and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.

20 The Customer shall save harmless and keep the Company indemnified from and against

(A) all liability, loss, damage, costs and expenses whatsoever (including, without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of the Company acting in accordance with the Customer's instructions, or arising from any breach by the Customer of any warranty contained in these conditions, or from the negligence of the Customer;

(B) without derogation from sub-clause (A) above, any liability assumed, or incurred by the Company when, by reason of carrying out the Customer's instructions, the Company has become liable to any other party;

(C) all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the Company under the terms of these conditions, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the Company, its servants, sub-contractors or agents;

(D) any claims of a general average nature which may be made on the Company.

21(A) The punctual receipt in full of sums falling due from the Customer to the Company is critical to the operation of the Company's business and its performance of its obligations to the Customer. Accordingly the Customer shall pay to the Company in cash, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or setoff. Time is of the essence of payment of all and any sums payable by the Customer to the Company.

(B) In the event of any failure by the Customer to make full and punctual payment of any sum payable to the Company (in accordance with clause 21(A) above):

(i) Any and all other sums properly earned by and/or otherwise due to the Company (but which, but for this clause 21(B), would otherwise not yet be payable by the Customer, whether by virtue of an agreed credit period or otherwise) shall become immediately payable in full; and

(ii) Any sum thereby becoming immediately payable shall be paid to the Company in cash, or as otherwise agreed, and without reduction or deferment on account of any claim, counterclaim or setoff.

(C) No omission to seek compensation for breach of 21(A) and (B) above by the Company shall constitute a waiver or release to the Customer from any liability under 21(A) and (B) above during the application of these terms unless agreed in writing by authorised officers of the Company and Customer.

(D) The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.

22 Where liability arises in respect of claims of a general average nature in connection with the Goods, the Customer shall promptly provide security to the Company, or to any other party designated by the Company, in a form acceptable to the Company.

LIABILITY AND LIMITATION

23 The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgment.

24 The Company shall be relieved of liability for any loss or damage if, and to the extent that, such loss or damage is caused by:-

(A) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence; or

(B) any cause or event which the Company is unable to avoid, and the consequences of which the company is unable to prevent by the exercise of reasonable diligence.

25 Except under special arrangements previously made in writing by an officer of the Company so authorised, the Company accepts no responsibility with regard to any failure to adhere to agreed departure or arrival dates of Goods.

26(A) Subject to clause 2(B) and 11(B) above and sub-clause (D) below, the Company's liability howsoever arising and, notwithstanding that the cause of loss or damage be unexplained, shall not exceed:

(i) in the case of claims for loss or damage to Goods:

(a) the value of any loss or damage; or

(b) a sum at the rate of 2 SDR per kilo of the gross weight of any Goods lost or damaged

whichever shall be the lesser.

(ii) subject to (iii) below, in the case of all other claims:

- (a) the value of the subject Goods of the relevant transaction between the Company and its Customer; or
 - (b) where the weight can be defined, a sum calculated at the rate of 2 SDR per kilo of the gross weight of the subject Goods of the said transaction; or
 - (c) 75,000 SDR in respect of any one transaction,
- whichever shall be the lesser.

(iii) in the case of an error and/or omission, or a series of errors and/or omissions which are repetitions of or represent the continuation of an original error and/or omission:

- (a) the loss incurred; or
 - (b) 75,000 SDR in the aggregate of any one trading year commencing from the time of the making of the original error and/or omission,
- whichever shall be the lesser.

For the purposes of clause 26(A), the value of the Goods shall be their value when they were, or should have been, shipped. The value of SDR shall be calculated as at the date when the claim is received by the Company in writing.

(B) Subject to clause 2(B) above and sub-clause (D) below, the Company's liability for loss or damage as a result of failure to deliver, or arrange delivery of goods, in a reasonable time, or (where there is a special arrangement under Clause 25) to adhere to agreed departure or arrival dates, shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant contract.

(C) Save in respect of such loss or damage as is referred to at sub-clause (B), and subject to clause 2(B) above and sub-clause (D) below, the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profit, loss of market, or the consequences of delay or deviation, however caused.

(D) On clearly stated instructions in writing declaring the commodity and its value, received from the Customer and accepted by the Company, the Company may accept liability in excess of the limits set out in sub-clauses (A) to (C) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

27(A) Any claim by the Customer against the Company arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise to such claim, and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred, except where the Customer can show that it was impossible for him to comply with this time limit, and that he has made the claim as soon as it was reasonably possible for him to do so.

(B) Notwithstanding the provisions of sub-paragraph (A) above, the Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

JURISDICTION AND LAW

28 (A) These conditions and any act or contract to which they apply shall be governed by English law.

(B) Any dispute arising out of any act or contract to which these Conditions apply shall, save as provided in (C) below, be subject to the exclusive jurisdiction of the English courts.

(C) Notwithstanding (B) above, the Company is entitled to require any dispute to be determined by arbitration.

(D) The Company may exercise its rights under (C) above either by itself commencing arbitration in respect of a dispute or by giving written notice to the Customer requiring a dispute to be determined by arbitration.

(E) In the event that the Company exercises its rights under (C) above, the corresponding arbitration shall be conducted as follows:

(i) Where the amount claimed by the claimant is less than £400,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (iii) below), the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure applicable at the date of the commencement of the arbitration proceedings;

(ii) Where the amount claimed by the claimant is less than £100,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (iii) below), the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure applicable at the date of the commencement of the arbitration proceedings;

(iii) In any case where neither of the LMAA Procedures referred to in (i) and/or (ii) above applies, the reference shall be to three arbitrators in accordance with the LMAA Terms applicable at the date of the commencement of the arbitration proceedings.

MoveProtect Addendum for Vehicles

Please take the time to read the detailed terms in the table below. In particular, We draw Your attention to ‘Exclusions – what MoveProtect does not provide for’ as this includes terms where We limit or exclude Our liability to You in certain circumstances.

Note: “MoveProtect” means an agreement to accept an enhanced liability for loss or damage to Your Property as described in this Addendum. MoveProtect is not a contract of insurance. We are not an insurance company, nor are We acting as Your agent. We shall not arrange insurance in Your name. We assume the risk of liability ourselves, but We may at Our option arrange insurance ourselves which provides cover for Our liability to You in certain circumstances.

MoveProtect may not be available in certain circumstances, and We reserve the right to decline at Our sole discretion where You have indicated that You wish to opt for MoveProtect.

Detailed terms	
Definitions	<p>For the purposes of this MoveProtect Addendum and the Agreement, the following definitions shall apply:</p> <ul style="list-style-type: none">• “Agreement” includes the British International Freight Association (BIFA) Standard Trading Conditions 2021 Edition, the Quotation and Acceptance of Quotation and the MoveProtect Addendum;• “Contract Prices” means the total price paid or payable (including, where applicable, the MoveProtect Charges) by You to Us for the services provided pursuant to this Agreement;• an “Item” means a Vehicle and any accessories, personal effects and tool kits transported within the Vehicle• “Property”, “Your Property” or “Goods” means any and/or all Items submitted for transit by You;• “Replacement Value” means the current cost of replacing Your Property, allowing for age, quality, degree of use and second hand market value in the intended destination country at the time Your Property is packed or otherwise made ready for transit and/or storage.• “Maximum Replacement Value” means the maximum sum total of the Replacement Values for Your Property at all times for the duration of this Agreement including where Our Quotation includes transit and/or storage of Your Property on multiple occasions or where You add or remove Your Property from storage;• “Vehicle” or “Vehicles” means any motor car, van, motorcycle or watercraft of any kind;• “Vehicle Condition Report” means a document provided by Us showing the Replacement Value and all pre-existing damage or defects to Your Vehicle prior to the commencement of Our services;• “We”, “Us”, “Our”, “Company” means the company shown on the Quotation and its sub-contractors (if any);• “You” or “Your” means the Customer stated on Our Acceptance Form.
MoveProtect - What do I receive?	<ul style="list-style-type: none">• In return for payment of the MoveProtect Charges, We agree to accept an enhanced liability for loss or damage to Your Property and limitation as specified in Clause 26.A.i. of the BIFA Standard Trading Conditions 2021 will not apply.• We accept liability for any direct physical loss or damage to Your Vehicle caused by a breach of our duty (BIFA Clause 23) up to a maximum of (i) the Maximum Replacement Value; or (ii) the actual value of Your Property either lost or damaged (whichever is less), taking into account any Proportional Reduction, subject always to both (BIFA) Clause 24 and certain exclusions (see ‘Exclusions – what MoveProtect does not provide for’).• We accept liability for losses arising as a result of theft of accessories, personal effects and tool kits from a locked vehicle whilst in transit and/or storage, up to a maximum of (i) the Maximum Replacement Value or (ii) £5,000, whichever is the lesser.• Our liability to You under MoveProtect for loss or damage to Your Property is to be assessed as a sum equivalent to the cost of (a) repair or (b) the Replacement Value, whichever is the smaller sum.• If You submit a claim, additional claims processing administration charges apply. We will deduct a £50 charge from any settlement awarded to You to cover Our administration costs (“Claims Admin Fee”).
MoveProtect - Your Responsibility	<p>To opt for MoveProtect, it is Your responsibility to:</p> <ul style="list-style-type: none">• For Vehicles, You must provide Us with a Maximum Replacement Value within the Vehicle Details section during the booking process.• You must notify Us in writing of any change to the Maximum Replacement Value prior to Your Property being packed, collected or otherwise made ready for transit and/or storage. If You do not notify Us otherwise, We will assume that the Maximum Replacement Value last provided to Us in writing is accurate.

Customer's Responsibility for Claims	<p>If You discover Loss or Damage to Your Property, You must fully comply with the requirements set out under Clause 27 of the BIFA Standard Trading Conditions 2021:</p> <ul style="list-style-type: none"> You must submit a written claim within 14 days of becoming aware, or when You should have reasonably become aware of the issue. If You fail to do so, You forfeit Your right to claim, unless You can prove it was impossible to meet this deadline. In that case, You must submit the claim as soon as reasonably possible. Any claim shall become time-barred, and We shall be discharged of any liability unless legal proceedings are initiated, and We are formally notified in writing of those proceedings within nine months of the event (or alleged event) giving rise to the claim. <p>If You submit a claim for loss or damage, You will be responsible for the first part of the claim, based on the level of liability selected at the time of booking:</p> <ol style="list-style-type: none"> Standard Liability: You are responsible for the greater of either 1% of the Replacement Value of the Vehicle or GBP 1,000. Super Liability: You are responsible for a fixed sum of GBP 500. Restricted Liability: You are responsible for the greater of either 1% of the Replacement Value of the Vehicle or GBP 1,000. <p>The Company will only be liable for amounts exceeding Your responsibility. These terms form part of Your contract upon booking.</p>
Exclusions – what MoveProtect does not provide for	<p>Unless otherwise agreed in writing by a director or other authorised company representative, We accept no liability for the following Property ("Excluded Items") and such should not be submitted for transit:</p> <ul style="list-style-type: none"> Batteries of any kind UNLESS factory fitted and correctly installed in the Vehicle. Perishable items or those requiring a controlled environment; Property likely to encourage vermin or other pests or to cause infestation or contamination; Tobacco, cigars, cigarettes, e-cigarettes, or vapes; Mobile Phones; Furs, animal skins, pelts or hides; Living creatures or plants; Any item that emits fumes or odours; Any item which requires a special licence or government permission for export or import; Any illegal item or substances or items illegally obtained such as illicit, counterfeit or smuggled tobacco or alcohol or unsafe items; Money or currency of any kind, jewellery, watches, trinkets, precious stones or metals, silverware, deeds, bullion, bonds, securities, stamps, coins or goods or collections of any similar kind; Combustible or flammable substances such as fireworks, gas, paint, petrol, oil, cleaning solvents, aerosols, perfumes, spirits, or compressed gases; Property which is environmentally harmful or that is a risk to property or person; Weapons, firearms, ammunition or explosives or parts, associated accessories, materials or ingredients of all kinds; and Chemicals, radioactive materials, biological agents, toxic waste, asbestos or other potentially hazardous substances. <p>There may also be circumstances where Excluded Items are moved or stored by Us without Our knowledge. Where You submit any Excluded Items for removal and/or storage in breach of this Agreement, You agree that You will bear the risk of any loss or damage to such Excluded Items and any connected consequential losses incurred by You or Us.</p> <p>Our liability for loss or damage to the following Property is restricted:</p> <ul style="list-style-type: none"> Where the lost or damaged Item is part of a pair or set, Our liability, where it is assessed as the cost of replacement of that Item, is to be assessed as a sum equivalent to the cost of that Item in isolation, not the cost of that Item as part of a pair or set or any undamaged part of a pair or set. <p>In respect of theft of Owner Packed accessories, personal effects and tool kits:</p> <ul style="list-style-type: none"> Our liability is limited to a maximum of £100 per Item unless a detailed list of the contents is disclosed to and agreed by Us prior to the commencement of Our Services.
Proportional Reduction	<p>If the Maximum Replacement Value You provide is less than the actual total Replacement Value of all of Your Property at the time of loss or damage, then Our liability will be reduced to reflect the proportion that Your Maximum Replacement Value bears to the actual total Replacement Value ("Proportional Reduction").</p> <p><i>(For example: if the total Replacement Value of Your Property is £10,000, but You have declared a Maximum Replacement Value of £5,000, Our liability will be reduced by 50%. So, if £3,000 worth of Your Property is lost or damaged, Our liability would be £1,500).</i></p>
General Exclusions and Limitations	<p>We exclude and limit Our Liability for certain types of loss or damage as below. Please read these exclusions and limitations carefully.</p> <p>Excluding:</p> <ul style="list-style-type: none"> We accept no liability for the physical loss of accessories, personal effects and tool kits shipped within a Vehicle unless as a result of theft during transit and/or storage.

	<ul style="list-style-type: none"> • Electrical, electronic or mechanical derangement, except where this results directly from external physical damage caused by Our breach of duty of care; • Indirect, consequential, or business loss, including loss of profits, loss of sales or business, loss of anticipated savings, loss of or damage to goodwill, or commercial value in the Property; • Damage which results directly from Your Property being moved under Your express instructions against Our advice; • Any reduction in value or depreciation resulting from damage or subsequent repair or restoration; • Loss of data records, other than the cost of blank data materials; • Any Property confiscated, seized, removed or damaged by customs authorities or other government agencies; • Loss or damage to Vehicles caused by scratching, bruising, denting, marring, cost of repainting, rust, oxidation and discolouration unless a Vehicle Condition Report is completed prior to the commencement of Our services; • Loss or damage to a Vehicle whilst being driven under its own power other than for the purpose of loading onto or unloading from the carrying conveyance or container or in and around Our storage facility; • Reimbursing You for Our Contract Prices or MoveProtect Charges following loss or damage; • General average contribution, salvage charges, or the additional cost of onward transmission to the place, port or airport of destination unless caused by Our breach of duty of care; or • Any other loss or damage which is not reasonably foreseeable. Loss or damage is foreseeable if either it is obvious that it would happen at the time the contract was entered into, or where it is not obvious but We knew that it was a risk because (a) You notified Us in writing prior to Us agreeing Our Quotation; and (b) We agreed in writing to accept liability for this risk before entering into the Agreement. <p>Other than as a result of Our breach of duty of care, We will not be liable for any loss, destruction, damage, or deterioration of, or failure to produce Your Property caused by:</p> <ul style="list-style-type: none"> • Moth or vermin or similar infestation; • Cleaning, repairing or restoring Your Property unless We arranged for the work to be carried out; • Normal wear and tear, natural or gradual deterioration, discolouration and loosening of joints; • Inherent or latent defects in the Property; • Accidental damage occurring during loading or unloading Your Property except where collection or delivery is arranged by Us; • Leakage of liquid from any receptacle or container or thing; • Mould, mildew or rust or changes in atmospheric conditions unless proven to be caused by water entering the transit vehicle or container or unit; • A cyber attack; and • Circumstances beyond Our reasonable control, including but not limited to, war, invasion, acts of terrorism, activities relating to war, terrorism, acts of foreign enemies, hostilities (whether war is declared or not), rebellion, revolution or military coup, confiscation or destruction under the order of any official body, radioactivity, ionising radiations from any nuclear fuel/waste, biological or chemical weaponry, pressure waves caused by aircraft, a communicable disease or any other events outside Our reasonable control.
Our Maximum Liability	We will have no liability under any circumstances for loss or damage to Your Property over and above the Maximum Replacement Value or the actual value of Your Property either lost or damaged if this is less than the Maximum Replacement Value (taking into account any Proportional Reduction).
Why We restrict Our liability	<p>In certain circumstances, We limit or exclude Our liability for loss or damage to Your Property. We do this because it is not always clear how the damage was caused or who caused the damage (e.g. where Property is not securely packed by You and this results in damage).</p> <ul style="list-style-type: none"> • We also cannot accept liability for loss or damage which could not have been reasonably avoided. Please be reminded that MoveProtect is not a contract of insurance and You have the option to arrange Your own insurance separately.
CMR Convention	<p>Where the CMR Convention applies and You opt for MoveProtect:</p> <ul style="list-style-type: none"> • Declaration of Value: In accordance with Article 24 of the CMR Convention, You hereby declare the Maximum Replacement Value provided as the specific value for the Goods being transported. This value may exceed the standard liability limits set by the CMR under Article 23.3. • Our Acceptance of Increased Liability: We acknowledge the Maximum Replacement Value of the Goods as specified by You and agree to accept increased liability as per the terms of Article 24 of the CMR Convention. Our liability for loss or damage to the Goods shall be up to the stated Maximum Replacement Value. • Documentation: In compliance with the CMR requirements, Our increased liability and Maximum Replacement Value shall be explicitly stated and documented in the CMR consignment note accompanying the Goods. • Insurance: We shall ensure that Our insurance coverage is adequate to meet Our increased liability. • Limitation of Liability: This Agreement is subject to all other terms and conditions of this contract and the CMR Convention. The increased liability does not cover instances where loss, damage, or delay arises from circumstances beyond Our control, as detailed in the CMR Convention.

Our Agreement	<p>The BIFA Standard Trading Conditions 2021 apply in full to this Agreement, save for, if You opt for MoveProtect, Our agreement to accept an enhanced liability as described above (and limitation as specified in Clause 26.A.i does not apply).</p>
Termination /Cancellation	<p>Your rights:</p> <ul style="list-style-type: none"> • You have the right to cancel MoveProtect by giving Us written notice prior to the services commencing and We will refund to You all MoveProtect Charges paid by You. • You may not cancel MoveProtect once services have commenced except where Your Property is being placed into storage for more than one (1) month, in which case, You must give Us notice in writing prior to removal of Your Property from storage. You can provide notice by by writing to Us using the contact details shown on Our Quotation. • If Your Property is in storage, and You give Us notice to cancel MoveProtect prior to removal of Your Property from storage, We will refund to You any MoveProtect Charges that You have paid in advance for MoveProtect in respect of the period after cancellation (e.g. from the date that We receive Your notice to cancel). <p>Our rights:</p> <ul style="list-style-type: none"> • We may cancel Your right to benefit from MoveProtect and terminate this Addendum at any time by giving You thirty (30) days' notice in writing. • Where We cancel or terminate this Addendum, We will refund to You all MoveProtect Charges paid by You in advance in respect of the period after cancellation (e.g. from the date We notify You of cancellation). <p>Effect of cancellation or termination:</p> <ul style="list-style-type: none"> • Cancellation or termination of MoveProtect will result in the enhanced liability protection set out under the MoveProtect Addendum being removed for the whole duration of Our services and the liability limitations set out in Our Terms and Conditions of Contract will apply.