

VAN HAULIN.

THOUGHTFUL ART TRANSPORT

TERMS AND CONDITIONS

Last Updated: [24.04.23]

About this agreement and our Services

Alexander Wallis, operating as Van Haulin (**Van Haulin**, 'us', 'we' or 'our') provides art transportation, installation, wrapping services and storage services as further described on our website at: <https://www.vanhaulin.co.uk/> (**Website**).

We have agreed to provide the Services (as defined below) to you (**Client, you or your**) and you have agreed to procure the Services from us in accordance with the Quote, as well as the terms and conditions on the following pages (which together form this "**agreement**").

These terms and conditions (**Terms**), together with any service details and quote for costs provided by email or in any other format that we may use from time to time (**Quote**), sets out the agreement under which we will perform the services (**Services**) set out in the Quote for you. When we talk about "Goods" we are referring to the goods for which we are supplying the Services for (**Goods**).

Changes to this agreement

We may change this agreement from time to time. When we do, we will provide you with reasonable notice. If you do not agree to any changes, please contact us. By continuing to use and/or pay for the Services, you accept any changes to this agreement that we communicate to you.

Acceptance of this agreement

By signing a Quote, or accepting and paying for our Services, you acknowledge and agree that you have read and agree to be bound by this agreement.

1 QUOTE, THIS AGREEMENT

- (a) These Terms will apply to all your dealings with us, including being incorporated in all Quotes, together with any additional terms included in a Quote.
- (b) You will be taken to have accepted these Terms if you accept a Quote, or if you order, accepts or pays for any services provided by us after receiving or becoming aware of these Terms.
- (c) In the event of any inconsistency between these Terms and any Quote, the clauses of these Terms will prevail to the extent of the inconsistency.

2 REQUESTING A QUOTE

- (a) To request a quote for Services from us, you can:
 - (i) submit the contact form on our Website (**Contact Form**); or
 - (ii) email or call us using the contact information available on our Website.
- (b) If you submit the Contact Form or otherwise make a request under clause 2(a), you may be required to provide personal information and details, such as your email address, first and last name, physical address, mobile phone number and other information as determined by Van Haulin from time to time.
- (c) Once we have received your request under clause 2(a), we will then send Quote, and we will ask you to confirm by email your acceptance of our Quote before we perform the Services.
- (d) The pricing in a Quote will be valid for 30 days.

3 CLIENT OBLIGATIONS

- (a) **(Owner or agent of Goods)** The Client acknowledges and agrees that either:
 - (i) it is the legal owner of the Goods; or
 - (ii) it is the authorised agent of the legal owner of the Goods.
- (b) **(Premises)** The Client is the owner or has obtained necessary permissions from the owners of the properties where the Services are to be performed (**Premises**) for the Services to be performed at the Premises.
- (c) **(Inventory of Goods)** The Client acknowledges and agrees that at least 5 Business Days prior to the Service booking, it must provide Van Haulin with a full and accurate inventory of the Goods (**Inventory**).
- (d) **(Provision of information)** The Client acknowledges and agrees that at least 5 Business Days prior to the Service booking, it must:
 - (i) provide Van Haulin with a full and accurate description of the Goods;
 - (ii) provide Van Haulin with the accurate value of the Goods;
 - (iii) provide Van Haulin with pickup and delivery details, including what floor the Goods are to be picked up and delivered to; and
 - (iv) provide Van Haulin with all documentation, information and assistance reasonably required for Van Haulin to perform the Services.

If the Client does not fulfil this clause 3(d), Van Haulin reserves the right to refuse to perform the Services.
- (e) **(Instructions)** The Client will provide timely and accurate instructions and assistance to Van Haulin to enable it to perform the Services.
- (f) **(Compliance with Laws)** The Client is responsible for complying with all applicable Laws, where 'Laws' means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Client receives the Products and/or Van Haulin provides the Services.

4 OUR SERVICES

4.1 ABOUT OUR SERVICES

- (a) We will perform the Services in accordance with the Quote.
- (b) Our Services are provided between the hours of 8am to 6pm Monday to Friday. If you wish to request the provision of Services outside of these hours, please contact us. Please note that such request must be agreed at least 5 Business Days in advance of the Services.

4.2 LOGISTICS SERVICES – SPECIFIC TERMS

If the Quote includes logistics services (**Logistics Services**), then the following terms apply:

- (a) You must provide us with the Inventory and any required information in accordance with clauses 3(c) and (d).
- (b) The Logistics Services includes:
 - (i) 30 minutes loading at the pickup address; and
 - (ii) 30 minutes unloading at delivery address.
- (c) If you require more than the 30 minutes set aside for either loading or unloading, you will be required to pay additional fees for the additional time, as set out on our Website.
- (d) Unless the Services include Wrapping Services (defined below), the Client warrants that the Goods have been properly and sufficiently protected and packed.
- (e) At the time of collection of the Goods, Van Haulin will provide a form to the Client which must be signed by the Client prior to Van Haulin transporting the Goods (**Collection Confirmation Form**). The Collection Confirmation Form will include information such as

the Goods that are being collected and if there is any damage to the Goods at time of collection. If no damage is recorded in the Collection Confirmation Form, the Client acknowledges and agrees there is no knowledge of Goods being damaged and that Van Haulin is not liable for any damage (unless for its own negligence).

- (f) At the time of delivery of the Goods, Van Haulin will provide a form to the Client which must be signed by the Client upon completion of the Services (**Delivery Confirmation Form**).

4.3 INSTALLATION SERVICES – SPECIFIC TERMS

If the Quote includes installation services (**Installation Services**), then the following terms apply:

- (a) Installation Services must be booked in advance and cannot be booked on the day of completion of the Services.
- (b) You must provide Van Haulin with all requested information at least 5 BusinessDays prior to the day the Services are booked, including but not limited to photos of the space the goods are to be installed, details of the fittings on the back of the goods, confirmation of the surface material where the goods are to be hung.
- (c) Depending on the size and nature of the Goods, Van Haulin may be required to engage a technician to assist with the Installation Services, and such associated costs are to be borne by the Client.
- (d) If a technician is required:
 - (i) the Client must provide a suitable technician to assist with the installation; or
 - (ii) the Client must request that Van Haulin arrange a technician at least 14 Business Days prior to the Services are booked, and this must be accepted and agreed in writing by Van Haulin.
- (e) In the event Van Haulin cannot provide or arrange a technician in accordance with clause 4.3(d)(ii), the Client acknowledges and agrees that it is the Client's sole responsibility to make such arrangements.

4.4 WRAPPING SERVICES – SPECIFIC TERMS

If the Quote includes wrapping services (**Wrapping Services**), then the following terms apply:

- (a) As part of the Wrapping Services, Van Haulin will provide and use materials including paper based bubble wrap, acid free paper, foam corners, fragile tape, glass tape (**Materials**).
- (b) You must provide details of the Good(s) that are to be wrapped at least 7 days prior to the day the Services are booked, so that Van Haulin can ensure that it has the appropriate Materials.
- (c) Van Haulin will select the appropriate Materials at its sole discretion.
- (d) The Client must sign the Collection Confirmation Form to confirm that they are satisfied with the quality of the Wrapping Services.

4.5 STORAGE SERVICES – SPECIFIC TERMS

If the Quote includes storage services (**Storage Services**), then the following terms apply:

- (a) You acknowledge and agree that:
 - (i) you are aware that the storage facility is a shipping container (**Storage Facility**);
 - (ii) while we have used our best efforts to make the Storage Facility weatherproof and secure, we cannot guarantee that the Storage Facility will be weatherproof or secure at all times;
 - (iii) to the maximum extent permitted by law we are not liable for any theft, loss or damage (including damage by natural causes including but not limited to flood, lightning, fire and storms) to the Goods whatsoever for the duration that they are stored in the Storage Facility (except for any theft, loss or damage caused by our negligence).

- (b) You acknowledge and agree that if you would like an item removed from storage, you must provide Van Haulin with at least 5 Business Days prior written notice.

5 DISCLAIMER

You acknowledge and agree that:

- (a) where we advise you of a risk and you accept that risk by allowing us to proceed with the relevant Services, we will not be responsible for any adverse effects caused by that risk;
- (b) any information provided to you as part of or in connection with the Services is general in nature and may not be suitable for your circumstances;
- (c) **(Prohibited items)** We will not transport any prohibited or dangerous Goods, including but not limited to infested Goods, drugs, animals, weapons or hazardous goods.
- (d) **(Right to refuse service)** Van Haulin reserves the right to refuse provision of the Services:
 - (i) if you do not satisfy any item of the Client Obligations set out in clause 3;
 - (ii) if you do not comply with any term under this agreement;
 - (iii) for any other reason, to be determined at Van Haulin's sole discretion.

6 FEES AND PAYMENT

- (a) **(Fees)** You must pay the Fees to us in the amounts and at the times set out in our invoice to you, or as otherwise agreed in writing **(Fees)**.
- (b) **(Invoices)** Unless otherwise agreed:
 - (i) we will issue you an invoice for payment of the Fees upon our completion of the Services **(Invoice)**; and
 - (ii) payment must be made by the time(s) and in the manner specified in such Invoice. If no time is listed, then payment must be made within 30 days of the date of the Invoice.
- (c) **(Storage Fees)** This clause 6(c) only applies if we are providing Storage Services.
 - (i) You must pay the Storage Fees to us in the amounts and at the times set out in our invoice to you, or as otherwise agreed in writing.
- (d) **(Expenses)** Unless otherwise agreed in writing, the Client will bear all travel, accommodation, third party costs (including but not limited to ferries and van hire) and related expenses reasonably incurred by Van Haulin in connection with the Services (collectively **Expenses**).
- (e) **(Late payment)** If you do not pay us the amounts due and payable under an Invoice on or before its due date, without limiting any of our other rights under these Terms, you must pay us interest at the rate of 5% per week on each amount outstanding, from the due date for payment to the date on which the payment is received by us.
- (f) **(VAT)** Unless otherwise indicated, prices stated by us are inclusive of VAT.

7 CANCELLATION RIGHTS – FOR CONSUMERS ONLY

7.1 APPLICATION

- (a) This clause 7 is only applicable if you are a consumer.
- (b) For the purposes of this clause, **“consumer”** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession.

7.2 YOUR KEY INFORMATION

- (a) The *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that up to 14 days after entering into a contract for services, in most cases, you can cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.

- (b) The *Consumer Rights Act 2015* says:
- (i) you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or right to price reduction if we can't fix it;
 - (ii) if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;
 - (iii) if a time hasn't been agreed upfront, it must be carried out within a reasonable time.
- (c) This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

7.3 RIGHT TO CANCEL

- (a) You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is completed) during this period. This is further explained in clauses 5(e) and 5(f) below.
- (b) The cancellation period will expire after 14 days from the day on which the Services are confirmed by Van Haulin (e.g after a contract is formed).
- (c) To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement to us, for example by emailing us using the contact details available on our website.
- (d) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- (e) We will not start providing the services during the 14-day cancellation period unless you ask us to. When you place an order for services, you will be given the option to tick a box to request for us to start providing the services during the cancellation period. By ticking the box, you acknowledge that you will lose your right to cancel this contract once the services are fully performed (ie the work is completed). If you do not tick the box, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.
- (f) This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (i.e. the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.
- (g) This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this page. See also clause 7.5 below.

7.4 EFFECTS OF CANCELLATION

- (a) If you cancel this contract, we will reimburse to you all payments received from you, unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:
 - (i) for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or
 - (ii) the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (i.e. the work was completed) during the cancellation period.
- (b) We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- (c) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7.5 FAULTY SERVICES

- (a) Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
 - (i) contact us using the contact details at the top of this page; or
 - (ii) visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.
- (b) Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- (c) If the services we have provided to you are faulty, please contact us using the contact details at the top of this page.

8 OTHER CANCELLATION RIGHTS

8.1 CANCELLATION BY US

We reserve the right to cancel the Services for any reason, and will notify you of this as soon as possible. Where payment of the Fees has already been made, the full amount will be credited back to your original method of payment.

8.2 CANCELLATION BY YOU

- (a) Subject to clause 7, the following cancellation policy applies to cancellation of the Services.
- (b) You may cancel the Services by written notice to us provided to alex@vanhaulin.co.uk.
- (c) If the notice under clause 8.2(b) is:
 - (i) 6 days or more prior to the date the Service booking is due to start, we will provide you with a full refund or a credit note (to be determined at Van Haulin's sole discretion); or
 - (ii) Less than 6 days prior to the date the Service booking is due to start, you will be required to pay a cancellation fee of £80 plus VAT per day of agreed scheduled Services.
- (d) If you cancel the Services in accordance with clause 8.2(c)(ii), you acknowledge and agree that you are liable to pay any Expenses incurred by Van Haulin.

9 INSURANCE

- (a) Van Haulin holds public liability insurance, goods in transit insurance and full commercial vehicle insurance (**Insurances**).
- (b) The Client acknowledges that the Insurances may not cover the Client's Goods and/or Premises and Van Haulin will have no obligation to insure the Client's Goods and/or Premises under this agreement.
- (c) **The Client is strongly encouraged to take out adequate insurance to cover all potential damage that could arise from their receipt of the Services.**
- (d) For Goods valued at over £50,000, the Client must take out their own insurance for transportation.
- (e) The Client must not do or permit anything to be done which may make Van Haulin's Insurances invalid or able to be cancelled or which may increase Van Haulin's insurance premiums.

10 THIRD PARTY GOODS AND SERVICES

- (a) Any Service that requires the Company to acquire goods and services supplied by a third party on behalf of the Client may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies.

- (b) The Client agrees to familiarise themselves with any Third Party Terms applicable to any such goods and services supplied and, by instructing the Company to acquire the goods or services on the Client's behalf, the Client will be taken to have agreed to such Third Party Terms.

11 INTELLECTUAL PROPERTY

- (a) We retain ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by us not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without our prior written consent from or as permitted by law.
- (c) In this clause, "**intellectual property rights**" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in United Kingdom and throughout the world.

12 WARRANTIES

To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.

13 LIABILITY

- (a) Nothing in this agreement shall exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.
- (b) (**Limitation of liability**) To the maximum extent permitted by applicable law, the maximum aggregate liability of Van Haulin to the Client in respect of loss or damage sustained by the Client under or in connection with this agreement is limited to £500.00. If the Client is claiming under this clause 13(b), the Client must provide Van Haulin with reasonable evidence of costs breakdown of the claim.
- (c) (**Indemnity**) The Client agrees at all times to indemnify and hold harmless Van Haulin and its officers, employees, agents and contractors ("those indemnified") from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the Client or the Client's officers', employees', agents' or contractors':
 - (i) breach of any term of this agreement; or
 - (ii) negligent, fraudulent or criminal act or omission.
- (d) (**Consequential loss**) Van Haulin will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by Van Haulin, except to the extent this liability cannot be excluded under applicable law.
- (e) (**Unfair contract terms**) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under this agreement including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the *Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.

14 SUBCONTRACTING

The Company may subcontract any aspect of providing the Services and the Client hereby consents to such subcontracting.

15 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

16 FORCE MAJEURE

- (a) If a party becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to an event beyond its reasonable control (Force Majeure), that party must give to the other party prompt written notice of:
 - (i) reasonable details of the Force Majeure; and
 - (ii) so far as is known, the probable extent to which that party will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 16(a), the relevant obligation will be suspended during the Force Majeure to the extent that it is affected by the Force Majeure.
- (c) The affected party must use its best endeavours to overcome or remove the Force Majeure as quickly as possible.

17 NOTICES

A notice or other communication to a party under this agreement must be:

- (a) in writing and in English; and
- (b) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond for the purposes of the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (c) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent; or
 - (ii) when replied to by the other party,whichever is earlier.

18 GENERAL

18.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-

contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

18.2 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

18.3 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

18.4 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

18.5 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

18.6 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

18.7 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

18.8 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

18.9 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

18.10 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

18.11 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

18.12 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation;
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- (k) **(currency)** a reference to £, or "pound", is to British currency, unless otherwise agreed in writing.