



CONTENTS

1) NOTICES	Page 2
2) DEFINITIONS	Page 2
3) APPLICATION	Page 2
4) EUROPEAN REMOVAL SERVICES LTD	Page 3
5) SUB-CONTRACTING	Page 3
6) HMRC	Page 3
7) RECEIPT	Page 4
8) LIEN	Page 4
9) DELIVERY	Page 4
10) LOADING AND UNLOADING	Page 5
11) INSURANCE	Page 6
12) SPECIAL DELIVERY/ RELEASE INSTRUCTIONS	Page 6
13) ADVICE AND INFORMATION	Page 6
14) GOODS REQUIRING SPECIAL HANDLING	Page 7
15) DANGEROUS GOODS	Page 7
16) THE CUSTOMER WARRANTS	Page 8
17) INDEMNITY	Page 8
18) PAYMENT TERMS	Page 9
19) LIABILITY AND LIMITATION	Page 9
20) JURISDICTION AND LAW	Page 12

1. NOTICES

1.1. The Customer's attention is drawn to specific paragraphs hereof which exclude or limit European Removal Services Ltd's liability and those which require the Customer to indemnify European Removal Services Ltd.

In certain circumstances and those which limit time, being paragraphs 7, 8, 10 – 13 inclusive, 16 and 18.

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

2. DEFINITIONS

2.1. In these conditions the following words shall have the following meanings:-

2.2. 'European Removal Services Limited' is the Limited company trading as European Removal Services.

2.3. 'Consignee' the Person to whom the goods are consigned;

2.4. 'Customer' any Person at whose request or on whose behalf European Removal Services Ltd undertakes any business or provides advice, information or services;

2.5. 'Direct Representative' is European Removal Services Ltd acting in the name of and on behalf of the Customer and / or Owner with H.M. Revenue and Customs ('HMRC') as defined by Council Regulation 2193/92 or as amended;

2.6. 'Goods' the cargo to which any business under these conditions relates;

2.7. 'HMRC' is Her Majesty's Revenue and Customs

2.8. 'Owner' the Owner of the Goods or Transport Unit and any other Person who is or may become interested in or entitled to them;

2.9. 'Person' natural person(s), legal entity or anybody or bodies corporate;

2.10. 'SDR' are Special Drawing Rights as defined by the International Monetary Fund;

2.11. '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;

3. APPLICATION

3.1. Subject to paragraph 3.2 below, all and any activities of European Removal Services Ltd undertaken in the course of business, whether gratuitous or not, are undertaken subject to these conditions.

3.2. 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 European Removal Services Ltd 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.

3.3. The Customer warrants that he is either the Owner, or the authorised agent of the Owner and accepts these conditions for himself and as agent for and on behalf of the Owner.

3.4. Should any dispute arise as to the incorporation of these or alternative terms and conditions, it is agreed that these Conditions prevail. Any instructions received from the Customer in accordance with the performance of this contract shall be deemed acceptance of the incorporation of the Conditions.

4. EUROPEAN REMOVAL SERVICES LTD

4.1. Subject to paragraphs 11 and 12 below, EUROPEAN REMOVAL SERVICES LTD shall be entitled to procure any or all of the services as an agent, or, to provide those services as a principal.

4.2. EUROPEAN REMOVAL SERVICES LTD reserves the right to choose 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.

4.3. When EUROPEAN REMOVAL SERVICES LTD 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.

5. SUB-CONTRACTING

5.1. When EUROPEAN REMOVAL SERVICES LTD acts as an agent on behalf of the Customer, EUROPEAN REMOVAL SERVICES LTD shall be entitled, and the Customer hereby expressly authorises EUROPEAN REMOVAL SERVICES LTD, 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.

5.2. EUROPEAN REMOVAL SERVICES LTD shall, on written demand by the Customer, provide evidence of any contract entered into as agent for the Customer. Insofar as EUROPEAN REMOVAL SERVICES LTD 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.

6. HMRC

6.1. In all and any dealings with HMRC for and on behalf of the Customer and / or Owner, EUROPEAN REMOVAL SERVICES LTD is deemed to be appointed, and acts as, Direct Representative only.

7. RECEIPT

7.1. EUROPEAN REMOVAL SERVICES LTD shall, if so required, sign a document prepared by the Customer or sender acknowledging receipt of the Goods but no such document shall be evidence of the condition or of the correctness of the declared nature, quantity, or weight of the Goods at the time it is received by EUROPEAN REMOVAL SERVICES LTD and the burden of proving the condition of the Goods on receipt by EUROPEAN REMOVAL SERVICES LTD and that the Goods were of the nature, quantity or weight declared in the relevant document shall rest with the Customer.

8. LIEN

8.1. Subject to paragraph 8.2 below, EUROPEAN REMOVAL SERVICES LTD:

8.1.1. 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 EUROPEAN REMOVAL SERVICES LTD from the Customer and / or Owner on any account whatsoever, whether relating to Goods belonging to the Customer or Owner or services provided by or on behalf of EUROPEAN REMOVAL SERVICES LTD to the Customer or Owner. Storage charges shall continue to accrue on any Goods detained under lien;

8.1.2. shall be entitled, on at least 28 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;

8.1.3. shall, upon accounting to the Customer for any balance remaining after payment of any sum due to EUROPEAN REMOVAL SERVICES LTD, 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.

8.2. When the Goods are liable to perish, deteriorate or otherwise become (or are in danger of becoming) worthless, EUROPEAN REMOVAL SERVICES LTD's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to EUROPEAN REMOVAL SERVICES LTD, subject only to EUROPEAN REMOVAL SERVICES LTD taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

9. DELIVERY

9.1. Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where EUROPEAN REMOVAL SERVICES LTD is entitled to deliver, EUROPEAN REMOVAL SERVICES LTD shall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer or Consignee or Owner whereupon EUROPEAN REMOVAL SERVICES LTD's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease.

9.2. EUROPEAN REMOVAL SERVICES LTD's liability, if any, in relation to such storage, shall be governed by these conditions.

9.3. All costs incurred by EUROPEAN REMOVAL SERVICES LTD 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.

9.4. EUROPEAN REMOVAL SERVICES LTD 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):

9.4.1. any Goods which have been held by EUROPEAN REMOVAL SERVICES LTD for 30 days and which cannot be delivered as instructed after at least 7 days notice in writing to the Customer (or without notice where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by EUROPEAN REMOVAL SERVICES LTD to have any interest in the Goods); and

9.5. without prior notice, any Goods which have become (or are in danger of becoming) worthless, 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 EUROPEAN REMOVAL SERVICES LTD, or third parties, or to contravene any applicable laws or regulations) or perished.

10. LOADING AND UNLOADING

10.1. Unless EUROPEAN REMOVAL SERVICES LTD has agreed in writing to the contrary with the Customer:

10.1.1. EUROPEAN REMOVAL SERVICES LTD shall not be under any obligation to provide any plant, power or labour other than that carried by the vehicle, required for loading or unloading of the Goods;

10.1.2. The Customer warrants that any special appliance required for loading or unloading the Goods and not carried by the vehicle will be provided by the Customer or on the Customer's behalf at the appropriate time or on demand;

10.1.3. EUROPEAN REMOVAL SERVICES LTD shall be under no liability whatsoever to the Customer for any damage whatever, however caused, if EUROPEAN REMOVAL SERVICES LTD is instructed to load or unload any Goods requiring special appliances which, in breach of the warranty at 10.1.2 above, have not been provided by the Customer or on the Customer's behalf;

10.1.4. EUROPEAN REMOVAL SERVICES LTD shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by EUROPEAN REMOVAL SERVICES LTD it shall be at the sole risk of the Customer; and

10.1.5. The Customer shall indemnify EUROPEAN REMOVAL SERVICES LTD against all claims and demands whatever which could not have been made if such instructions that are referred to in 10.1.3 and such service as in 10.1.4 of this paragraph had not been given.

11. INSURANCE

11.1. No insurance will be effected except upon express instructions given in writing by the Customer and accepted in writing by EUROPEAN REMOVAL SERVICES LTD, and all insurances effected by EUROPEAN REMOVAL SERVICES LTD are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk. Unless otherwise agreed in writing, EUROPEAN REMOVAL SERVICES LTD 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 EUROPEAN REMOVAL SERVICES LTD.

11.2. Insofar as EUROPEAN REMOVAL SERVICES LTD agrees to effect insurance, EUROPEAN REMOVAL SERVICES LTD acts solely as agent for the Customer, and the limits of liability under paragraph 19.5 of these conditions shall not apply to EUROPEAN REMOVAL SERVICES LTD's obligations under paragraph 11.

11.3. Such insurance may only be effected by EUROPEAN REMOVAL SERVICES LTD if so authorised by the Financial Services Authority or its successor.

12. SPECIAL DELIVERY / RELEASE INSTRUCTIONS

12.1. Except under special arrangements previously made in writing by an officer of EUROPEAN REMOVAL SERVICES LTD so authorised, or made pursuant to or under the terms of a printed document signed by EUROPEAN REMOVAL SERVICES LTD, 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 EUROPEAN REMOVAL SERVICES LTD, where EUROPEAN REMOVAL SERVICES LTD has to engage third parties to effect compliance with the instructions, only as agents for the Customer.

12.2. Despite the acceptance by EUROPEAN REMOVAL SERVICES LTD 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 EUROPEAN REMOVAL SERVICES LTD 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.

12.3. EUROPEAN REMOVAL SERVICES LTD shall not be under any liability in respect of such arrangements as are referred to under sub-paragraph (A) and (B) hereof save where such arrangements are made in writing, and in any event, EUROPEAN REMOVAL SERVICES LTD's liability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in paragraph 19.5 of these conditions.

13. ADVICE AND INFORMATION

13.1. Advice and information, in whatever form, is provided by EUROPEAN REMOVAL SERVICES LTD for the Customer only. The Customer shall indemnify EUROPEAN REMOVAL SERVICES LTD against all loss and damage suffered as a consequence of passing such advice or information on to any third party.

14. GOODS REQUIRING SPECIAL HANDLING

14.1. Without prior agreement in writing by an officer of EUROPEAN REMOVAL SERVICES LTD so authorised, EUROPEAN REMOVAL SERVICES LTD 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, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, pets, plants.

14.2. Should any Customer nevertheless deliver any such goods to EUROPEAN REMOVAL SERVICES LTD, or cause EUROPEAN REMOVAL SERVICES LTD to handle or deal with any such goods, otherwise than under such prior agreement, EUROPEAN REMOVAL SERVICES LTD shall have no liability whatsoever for or in connection with the goods, howsoever arising.

15. DANGEROUS GOODS

15.1. Except pursuant to instructions previously received in writing and accepted in writing by EUROPEAN REMOVAL SERVICES LTD, EUROPEAN REMOVAL SERVICES LTD 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.

15.2. Where EUROPEAN REMOVAL SERVICES LTD agrees to accept or deal with Goods of a dangerous or damaging nature, they must be classified, packed and labelled in accordance with the relevant statutory regulations. In addition, Transport Emergency Cards ('Tremcards'), Dangerous Goods Notices or other information in writing in the manner required by the relevant statutory provisions must be provided by the Customer in respect of each substance and must accompany the Goods.

15.3. If such Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of EUROPEAN REMOVAL SERVICES LTD, constitute a risk to other goods, property, life or health, EUROPEAN REMOVAL SERVICES LTD 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.

15.4. Without prejudice to any rights herein, where the Customer delivers to EUROPEAN REMOVAL SERVICES LTD, or causes EUROPEAN REMOVAL SERVICES LTD 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 EUROPEAN REMOVAL SERVICES LTD or not, the Customer shall be liable for all loss or damage arising in connection with such Goods, and shall indemnify EUROPEAN REMOVAL SERVICES LTD against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as EUROPEAN REMOVAL SERVICES LTD, or any other person in whose custody they may be at any relevant time, shall think fit.

16. THE CUSTOMER WARRANTS:

16.1. that the description, particulars and any information furnished in respect of any Goods or services required, provided by or on behalf of the Customer, are full and accurate;

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

16.3. 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;

16.4. that where EUROPEAN REMOVAL SERVICES LTD 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(s) of the Goods loaded therein, or thereon; and

16.5. that where EUROPEAN REMOVAL SERVICES LTD 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.

17. INDEMNITY

17.1. The Customer undertakes that no claim shall be made against any director, servant, or employee of EUROPEAN REMOVAL SERVICES LTD 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 EUROPEAN REMOVAL SERVICES LTD against all consequences thereof.

17.2. The Customer shall save harmless and keep EUROPEAN REMOVAL SERVICES LTD indemnified from and against:-

17.2.1. all liability, loss, damage, costs and expenses whatsoever (including, without prejudice to the generality of the foregoing, all duties, taxes, levies, deposits and outlays of whatsoever nature levied by any authority, legal entity or body in relation to the Goods) arising out of EUROPEAN REMOVAL SERVICES LTD 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;

17.2.2. without derogation from paragraph 17.2.1 above, any liability assumed, or incurred by EUROPEAN REMOVAL SERVICES LTD when, by reason of carrying out the Customer's instructions, EUROPEAN REMOVAL SERVICES LTD has become liable to any other party;

17.2.3. all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of EUROPEAN REMOVAL SERVICES LTD 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 EUROPEAN REMOVAL SERVICES LTD, its servants, sub-contractors or agents; and

17.2.4. any claims of a general average nature which may be made against EUROPEAN REMOVAL SERVICES LTD.

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

18. PAYMENT TERMS

18.1. The Customer shall pay to EUROPEAN REMOVAL SERVICES LTD in cash, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off.

18.2. EUROPEAN REMOVAL SERVICES LTD's charges shall be payable by the Customer without prejudice to EUROPEAN REMOVAL SERVICES LTD's rights against the Consignee or any other Person.

18.3. EUROPEAN REMOVAL SERVICES LTD shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by, or paid to, freight forwarders.

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

19. LIABILITY AND LIMITATION

19.1. EUROPEAN REMOVAL SERVICES LTD shall perform its duties with a reasonable degree of care, diligence, skill and judgment.

19.2. EUROPEAN REMOVAL SERVICES LTD shall be relieved of liability for any loss or damage if, and to the extent that, such loss or damage is caused by:

19.2.1. strike, lock-out, stoppage or restraint of labour, the consequences of which EUROPEAN REMOVAL SERVICES LTD is unable to avoid by the exercise of reasonable diligence; or

19.2.2. any cause or event which EUROPEAN REMOVAL SERVICES LTD is unable to avoid, and the consequences of which EUROPEAN REMOVAL SERVICES LTD is unable to prevent by the exercise of reasonable diligence.

19.3. Except under special arrangements previously made in writing by an officer of EUROPEAN REMOVAL SERVICES LTD so authorised, EUROPEAN REMOVAL SERVICES LTD accepts no responsibility with regard to any failure to adhere to agreed departure or arrival dates of Goods.

19.4. Subject to paragraphs 3.2 and 11.2 above and paragraph 19.10 below, EUROPEAN REMOVAL SERVICES LTD's liability howsoever arising and, notwithstanding that the cause of loss or damage be unexplained, shall not exceed;

19.4.1. in the case of claims for loss or damage to Goods:

19.4.1.1. the value of any loss or damage; or

19.4.1.2. a sum at the rate of 2 SDR per kilo of the gross weight of any Goods lost or damaged; whichever shall be the lower;

19.5. in the case of all other claims, subject to paragraph 19.6 below;

19.5.1. the value of the subject Goods of the relevant transaction between EUROPEAN REMOVAL SERVICES LTD and its Customer;

19.5.2. 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

19.5.3. 75,000 SDR in respect of any one transaction; whichever shall be the least.

19.6. 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

19.6.1. the loss incurred; or

19.6.2. 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 lower.

19.7. For the purposes of paragraph 19.4, 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 EUROPEAN REMOVAL SERVICES LTD in writing.

19.8. Subject to paragraph 3.2 above and paragraph 19.10 below, EUROPEAN REMOVAL SERVICES LTD'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 paragraph 19.3 to adhere to agreed departure or arrival dates, shall not in any circumstances whatever exceed a sum equal to twice the amount of EUROPEAN REMOVAL SERVICES LTD's charges in respect of the relevant contract.

19.9. Save in respect of such loss or damage as is referred to at paragraph 19.8, and subject to paragraph 3.2 above and paragraph 19.10 below, EUROPEAN REMOVAL SERVICES LTD 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.

19.10. On express instructions in writing declaring the commodity and its value, received from the Customer and only when accepted by EUROPEAN REMOVAL SERVICES LTD in writing, EUROPEAN REMOVAL SERVICES LTD may accept liability in excess of the limits set out in paragraphs 19.4 to 19.9 above upon the Customer agreeing to pay EUROPEAN REMOVAL SERVICES LTD's additional charges for accepting such increased liability. Details of EUROPEAN REMOVAL SERVICES LTD's additional charges will be provided upon request.

19.11. Any claim by the Customer against EUROPEAN REMOVAL SERVICES LTD arising in respect of any service provided for the Customer, or which EUROPEAN REMOVAL SERVICES LTD has undertaken to provide, shall be made in writing and notified to EUROPEAN REMOVAL SERVICES LTD 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.

19.12. Notwithstanding the provisions of sub-paragraph (A) above, EUROPEAN REMOVAL SERVICES LTD shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the

Customer, or which EUROPEAN REMOVAL SERVICES LTD has undertaken to provide, unless suit be brought and written notice thereof given to EUROPEAN REMOVAL SERVICES LTD within nine months from the date of the event or occurrence alleged to give rise to a cause of action against EUROPEAN REMOVAL SERVICES LTD.

19.13. Where there is a choice of rates according to the extent or degree of the liability assumed by EUROPEAN REMOVAL SERVICES LTD 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 EUROPEAN REMOVAL SERVICES LTD so authorised as referred to in paragraph 19.8.

19.14. The Customer shall be deemed to have elected to accept the terms set out in paragraph 2 of this condition unless, before the transit commences the Customer has agreed in writing that EUROPEAN REMOVAL SERVICES LTD shall not be liable for any loss or mis-delivery of or damage to or in connection with the Goods however or whenever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect or other wrong doing on the part of EUROPEAN REMOVAL SERVICES LTD, its servants, agents or sub-contractors.

19.15. Subject to these conditions the Carrier shall be liable for:

19.16. Physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones comprising the Goods only if:

19.16.1. EUROPEAN REMOVAL SERVICES LTD has specifically agreed in writing to carry any such items;

19.16.2. The Customer has agreed in writing to reimburse EUROPEAN REMOVAL SERVICES LTD in respect of all additional costs which resulted from the carriage of the said items; and

19.16.3. The loss, mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of EUROPEAN REMOVAL SERVICES LTD, its servants, agents or sub-contractors; and

19.17. Physical Loss, mis-delivery of or damage to any other Goods comprising the Goods unless the same has arisen from, and EUROPEAN REMOVAL SERVICES LTD has used reasonable care to realise the affects of:

19.17.1. Act of God;

19.17.2. Any consequences of war, invasion, act of foreign enemy, hostilities (whether war nor not), civil war, rebellion, interaction, terrorist act, military or power or confiscation, requisition, or destruction or damage by or under the order of any government or local authority;

19.17.3. Seizure of forfeiture under legal protest;

19.17.4. Error, act, omission, mis-statement or mis-representation by the Customer or other owner of the Goods or by servants or agents of either of them;

19.17.5. Inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Goods;

19.17.6. Insufficient or improper packing;

19.17.7. Insufficient or improper labelling or addressing;

19.17.8. Riot, civil commotion, strike, lock-out, general or partial stoppage or restraint of labour from whatever caused;

19.17.9. Consignee not taking or accepting delivery within a reasonable time after the Goods has been tendered.

19.18. EUROPEAN REMOVAL SERVICES LTD shall not in any circumstances be liable for loss or damage arising after transit is deemed to have ended, whether or not caused or contributed to directly or indirectly by any act, omission, neglect or other wrong doing on the part of EUROPEAN REMOVAL SERVICES LTD, its servants or sub-contractors.

20. JURISDICTION AND LAW

20.1. These conditions and any act or contract to which they apply shall be governed by English law and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the English courts.