MOVEREADY ADDENDUM – MARINE

This MoveReady Addendum forms part of Our terms and conditions and applies only if You (i) have elected to take up the MoveReady option and (ii) have declared to Us the total value of the goods; and (iii) have paid the appropriate MoveReady charge. Where We arrange the storage of the goods the MoveReady option only applies if You are up to date with payment of the relevant MoveReady charges. Goods are as defined on the Evidence of MoveReady Proof of Arrangement and the Application for MoveReady – Marine Form.

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1. We will be responsible for delivering the goods to You, or producing them for collection undamaged, subject to the terms of this Addendum. By "undamaged" We mean in the same condition as they were at the time when they were packed or otherwise made ready for transportation or storage.

   Where You have specified You wish to proceed on a total loss arrangement, We will only be liable where the whole consignment is either:

   i. completely missing and its location cannot be established; or

   ii. damaged to the extent that it can no longer reasonably be considered the same consignment, or representative of its original condition when it was packed or otherwise when made ready for transportation or storage.

   Our liability will continue for any periods of storage which are incidental to the transit, provided by Us and/or Our appointed agents or sub-contractors, for up to 60 days at the place of origin and up to 60 days at the place of destination. Our liability under MoveReady for additional periods of storage beyond the initial 60 days will only apply upon payment by You of the relevant MoveReady charges.

2. Where in this Addendum We refer to the "Limited Liability Terms" We refer to the terms and conditions of this contract as they are without the addition of this MoveReady Addendum. Where a claim is considered in accordance with the Limited Liability Terms then We may not be liable for the claim and if We are Our liability is likely to be limited.

3. Where MoveReady applies to a claim for physical loss and/or damage, clauses 8.1, 8.2, 8.3.1 and the obligation to arrange marine/transit insurance in clause 8.3.2 of the terms and conditions will not apply.

4. MoveReady is optional. If You have **not** elected to take up MoveReady or where MoveReady otherwise does not apply, Our liability will continue to be as set out in the Limited Liability Terms.

5. It shall be Your sole responsibility to declare the full value of the goods. We do not provide advice as to the value of the goods. Our liability shall under no circumstances exceed the value declared by You. The goods will be valued in accordance with the Valued Inventory Declaration form.

6. If You have not declared the total value of the goods in the event they are physically lost and/or are damaged, Our liability to You under MoveReady will be reduced in the same proportion that the value declared bears to the actual value of the goods.

7. MoveReady will not apply where goods are shipped to or from or via Afghanistan, Angola, Belarus, Cuba, Ethiopia, Iran, Iraq, Lebanon, Liberia, Libya, Myanmar, Nicaragua, Nigeria, North Korea, Russia, Rwanda, Sierra Leone, Somalia, Sudan, Syria, Uganda, Ukraine, Venezuela, Zimbabwe and any sanctioned, prohibited or restricted territory under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or United States of America. Where goods are shipped to or from or via any of these territories then in such cases any claims will be considered in accordance with the Limited Liability Terms.

8. MoveReady applies to physical loss and/or damage occurring during transits to and from and whilst at the premises of carpet cleaners, repairers and restorers and during any period whilst We are exercising the power of lien for the goods as set out in Our terms and conditions including physical loss and/or damage occurring during transits to and from and whilst at the premises of auctioneers.

9. Where any of the goods comprise part of a pair or set, Our liability under MoveReady will be limited to the value of the actual item(s) which is/are physically lost and/or damaged and not for the value of the pair or set. We will not be liable for any item(s) which is/are part of a pair or of a set which is/are not physically lost and/or damaged.

10. We shall not be liable for the first amount of the value of any claim for goods lost and/or stolen and/or damaged as stated in the Evidence of MoveReady Proof of Arrangement.

11. Where goods have not been professionally packed by Us (and/or Our appointed agents or sub-contractors), We shall only be liable under MoveReady for physical loss and/or damage caused by:
breakage, scratching, denting, chipping, staining and tearing where the same is directly caused by fire, stranding, sinking, collision or overturning of the transporting conveyance.

12. Where We and/or Our appointed agents or sub-contractors have not professionally packed the goods, We shall only be liable under MoveReady for missing items or cartons or packages where an itemised valued list of contents of each carton or package is supplied by You to Us prior to commencement of transit.

13. Where due to the operation of clause 11. or clause 12. there is no liability under MoveReady because goods have not been professionally packed by Us and/or Our appointed agents or sub-contractors, Our liability will fall to be established in accordance with the Limited Liability Terms.

14. Where We are liable under MoveReady We may at Our option replace, repair and/or provide compensation. Any calculation and/or compensation shall be on a replacement as new basis provided:
    (i) any replacement shall not be substantially better than the original; and
    (ii) the goods in question are not household linen and/or wearing apparel.
    For household linen and/or wearing apparel We will take into account the age, condition, quality, degree of use and consequent market value and so the calculation and/or compensation will not be on a replacement as new basis.

15. For goods destined to or received from a place outside of the United Kingdom the 7 days notification period provided for by clause 11.2. within Our terms and conditions shall be automatically extended to 30 days.

16. International Claims Agency Ltd (ICA) are authorised to deal with any claims on Our behalf for any loss of or damage to the goods and their contact details are as below:

    International Claims Agency Ltd
    Unit 10, Invicta Way,
    Manston Park,
    Ramsgate, Kent CT12 5FD United Kingdom
    Telephone: +44 (0)1843 823820
    Fax: +44 (0)1843 823956
    E-mail: claims@icaltd.co.uk

17. If You knowingly provide Us with misleading, incorrect, false, or fraudulent information relating to loss and/or damage to the goods or if You attempt to exaggerate the extent of the loss and/or damage to the goods We will not have any liability to You and this MoveReady Addendum will be cancelled and You will not receive any refund of the MoveReady charges and We reserve the right to recover from You any costs and/or expenses We have incurred in dealing with the alleged loss and/or damage to the goods.

18. The MoveReady Addendum will not apply to the following types of property and any claims in respect of, or arising from, the same will be considered in accordance with the Limited Liability Terms:

    (a) Any property which You are not permitted to submit for transit and/or storage under Our terms and conditions.

    (b) Data records including but not limited to where contained on memory sticks, hard drives, CDs, DVDs and the like.

    (c) Accessories, personal effects and removable items where these are contained within a Motor Vehicle.

    (d) Motor Vehicle(s) driven under their own power other than for the purpose of loading onto or unloading from the carrying conveyance or container where this is undertaken by Us and/or Our appointed agents or sub-contractors.

19. We shall only be liable under MoveReady for scratching, bruising, denting and/or marring of Motor Vehicle(s) where a Vehicle Condition Report has been completed prior to the transit and/or storage of the Motor Vehicle(s). Where no such Vehicle Condition Report has been completed prior to the transit and/or storage of the Motor Vehicle(s) claims for loss and/or damage arising from scratching, bruising, denting and/or marring will be subject to the Limited Liability Terms.

20. Our liability under MoveReady for the following items is limited to a maximum of no more than that as set out below:

    a) Jewellery and furs GBP 3,500 in total

    b) Fine arts and antiques GBP 10,000 in total

    In all other cases loss and/or damage will be assessed in accordance with the Limited Liability Terms.

21. If elected by You as shown on the MoveReady Proof of Arrangement, Our liability under will be enhanced as set out below:

- **Mould and Mildew**
  The exclusion for Mould and Mildew, Clause 22. (b) shall not apply and Our liability under MoveReady for physical damage to the goods resulting from mould and mildew shall be 75% of the total consignment value of the goods.

- **Reverse Pairs and Sets**
  Where any of the goods comprise part of a pair or set, Clause 9. will not apply and We will be liable under MoveReady for the reasonable and fair reduction in value of the pair or set.

- **Electrical and Mechanical Derangement**
  Where the electrical or mechanical item does not exceed six years of age prior to the date of its delivery at the country of destination, We will be liable under MoveReady for electrical, electronic and/or mechanical derangement of the item and Clause 22. (d) will not apply. The definition of an electrical or mechanical item does not include motor vehicle(s) and/or boat(s) and/or trailer(s) whether they be internal combustion engine, electric or hybrid.

- **Moving Costs**
  If We fail to deliver the whole of Your consignment to the agreed destination, We will reimburse shipping and carriage costs paid by You and any duties paid by You or for which You remain responsible.

22. We shall not be liable under MoveReady for loss, deterioration and/or damage arising from the following causes and any claims in respect of such liability will be considered in accordance with the Limited Liability Terms:

(a) Wear, tear, gradual deterioration (including the deterioration of contents of deep freeze units), inherent vice or latent defect, atmospheric or climatic conditions.

(b) Mould and mildew.

(c) Moth or insect or vermin.

(d) Electrical, electronic and/or mechanical derangement of any electrical or mechanical item unless there is evidence of external damage to the item(s) or its packing/packaging.

(e) Leakage of liquid from a receptacle or container unless packed by Us and/or Our appointed agents or sub-contractors.

(f) Any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or deterioration/damage to the goods by or under the order of any government or public or local authority.

(g) Acts of terrorism.

(h) Depreciation following repair or restoration of a damaged item of the goods.

(i) Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons.

(j) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

(k) Your own acts and/or resulting from any work undertaken against Our professional advice.

(l) The use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus, computer process or any other electronic system.

(m) A Communicable Disease or the fear or threat of a Communicable Disease (whether the loss, deterioration or damage is directly or indirectly originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the same). A Communicable Disease is any disease which can be transmitted by means of any substance or agent from any organism to another organism where, the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

23. Other than where We have any liability under Clause 21. for moving costs, We shall not be liable under MoveReady for any claim for losses other than to the goods themselves arising from loss, deterioration and/or damage to the goods and/or restriction of access to the goods, such as but not limited to loss of profits, loss of goodwill and/or loss of anticipated savings.