

Technimove Ltd - Terms & Conditions

1. Definitions and Interpretation

1.1 The following are the standard terms and conditions under which TECHNIMOVE LIMITED (registered in England and Wales under registration number 03499330 with its registered office at Unit 16 Spitfire Business Park, 1 Hawker Road, Croydon, Surrey, CR0 4WD) ("**TECHNIMOVE**") supplies services. These terms and conditions shall, unless otherwise expressly stated in writing, apply to the subject matter of any agreement in respect thereof and shall be deemed to be incorporated into all such agreements. **Technimove cannot sell insurance in relation to the Customer's Goods, however Technimove can agree to be liable for damage. Our liability for loss or damage is detailed in clause 11 below and must be read in accordance with all the other conditions.**

1.2 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement" - means the agreement between TECHNIMOVE and the Customer for the supply of the Services in accordance with these Terms and Conditions and any Supply proposal. In the event of any inconsistency between the Terms and Conditions and the Supply Proposal, the Supply Proposal shall take precedence;

"Charges" - means the fees set out in the Supply Proposal and payable by the Customer for the supply of the Services in accordance with Clause 5;

"Collection Point" - means the Customer's Premises from where the Goods are to be collected as set out in the Supply Proposal;

"Commencement Date" - has the meaning given in Clause 2.2;

"Customer" - means the person or firm who purchases the Services from TECHNIMOVE;

"Delivery Point" - means the Customer's Premises to where the Goods are to be delivered as set out in the Supply Proposal;

"Event of Default" - has the meaning given in Clause 11.5.2;

"Goods" - means the Customer's goods (or any part thereof) in respect of which the Services are to be undertaken under the Agreement including, as applicable and without limitation, (1) servers; (2) information technology equipment; and (3) cables;

"Good Industry Practice" - means the exercise of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking and under the same or similar circumstances and conditions, seeking in good faith to comply with its contractual obligations, complying with all applicable laws, rules and regulations including codes of practice and conduct in force from time to time relating to the Services;

"Order" - means the Customer's order for the Services by way of any notification made by the Customer to TECHNIMOVE that they wish the Services to proceed in response to the Supply Proposal;

"Premises" - means the Customer's premises where the Services are to be performed as set out in the Supply Proposal including, without limitation, the Collection Point and the Delivery Point;

"Regulations" - means the Waste Electrical and Electronic Equipment Regulations 2013 (as amended);

"Services" - means the services supplied by TECHNIMOVE to the Customer as set out in the Supply Proposal including, as applicable and without limitation, (1) the storage and handling of the Goods including unloading and loading of the Goods and such other ancillary services as TECHNIMOVE may agree to in writing ("**Storage Services**"); (2) the movement of the Goods between the Collection Point and the Delivery Point and such other ancillary services as TECHNIMOVE may agree to in writing ("**Relocation Services**"); (3) the erasure and/or migration of data on storage media and such other ancillary services as TECHNIMOVE may agree to in writing ("**Data Services**"); (4) the treatment, reverse manufacture and dismantling of WEEE, the reuse and recovery of recyclable materials in accordance with the Regulations and such other ancillary services as TECHNIMOVE may agree to in writing ("**WEEE Services**"); (5) installation and rollout of the Goods and such other ancillary services as TECHNIMOVE may agree to in writing; (6) cable management and such other ancillary services as TECHNIMOVE

may agree to in writing; and (7) project management and such other ancillary services as TECHNIMOVE may agree to in writing;

“Supply Proposal” - means any written proposal by TECHNIMOVE provided to the Customer in respect of the Services;

“Terms and Conditions” - means these terms and conditions as amended from time to time in accordance with Clause 20.1 and Clause 20.2; and

“WEEE” - means waste electrical and electronic equipment.

- 1.3 Any reference to a day or days refers to business days unless otherwise stated – that is any day which is not a weekend or public or bank holiday in the United Kingdom.
- 1.4 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
- 1.5 Any reference in these Terms and Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 A reference to **writing** or **written** includes faxes and e-mails.

2. Customer Orders

- 2.1 An Order constitutes an offer by the Customer to purchase the Services in accordance with these Terms and Conditions.
- 2.2 An Order shall only be deemed to be accepted by TECHNIMOVE upon it issuing written acceptance of the Order or it commencing supply of the Services, at which point and on which date the Agreement shall come into existence (**“Commencement Date”**).
- 2.3 The Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of TECHNIMOVE which is not set out in the Agreement.
- 2.4 Any descriptive matter or advertising issued by TECHNIMOVE are issued or published for the sole purposes of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.
- 2.5 These Terms and Conditions apply to the Agreement to the exclusion of any others that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), these Terms and Conditions shall prevail.
- 2.6 The Customer acknowledges and agrees that it is classified as a business customer in respect of the supply to it of the Services.

3. Supply Proposals

- 3.1 The Supply Proposal is deemed to be subject to these Terms and Conditions and shall not constitute an offer.
- 3.2 TECHNIMOVE reserves the right to withdraw or amend the Supply Proposal prior to the Agreement coming into existence. Supply Proposals are deemed to be withdrawn after 28 calendar days should an Order not be made.

4. The Services

- 4.1 TECHNIMOVE shall supply the Services to the Customer in accordance with the Supply Proposal, with reasonable care and skill and in accordance with Good Industry Practice.
- 4.2 In supplying the Services, TECHNIMOVE shall:
 - 4.2.1 Not be required to supply the Services where, in its reasonable opinion, doing so would create an undue risk of accident, physical injury or harm to any person.
 - 4.2.2 Supply properly skilled staff, apparatus and equipment necessary for the supply of the Services.
 - 4.2.3 Have the right to make any changes to the Services which are necessary to comply with applicable law or safety requirements, or which do not materially affect the nature or quality of the Services, and TECHNIMOVE shall notify the Customer in any such event.
 - 4.2.4 Except to the extent specified in the Supply Proposal, where Relocation Services are to be supplied, safely disassemble, pack, mark, label, load, stow, transport from the Collection Point, unload, unpack and reassemble at the Delivery Point the Goods. TECHNIMOVE shall, at its complete and sole discretion, be able to choose the method of carriage, the type of vehicle and the route to be used for the carriage of the Goods as part of the supply of Relocation Services.
 - 4.2.5 Comply with all applicable laws (including data protection laws where TECHNIMOVE provides Data Services) and, where TECHNIMOVE provides WEEE Services, the terms of its waste management licence.
 - 4.2.6 Use all reasonable endeavours to ensure minimum disruption to the Customer’s business.

- 4.3 In the absence of prior written instruction to TECHNIMOVE giving sufficient detail, no particular precautions nor any special treatment need to be taken or provided for the Goods.
- 4.4 In the case of Relocation Services, TECHNIMOVE'S responsibility for the Goods starts when disassembly at the Collection Point commences and ends when the Goods are reassembled at the Delivery Point and accepted by the Customer.
- 4.5 In the case of Storage Services, TECHNIMOVE'S responsibility for the Goods starts when the Goods are accepted into TECHNIMOVE'S store and ends when they are tendered for collection or on the expiry of notice under Clause 14.2.
- 4.6 Where TECHNIMOVE provides Storage Services and Relocation Services, it shall also be responsible for the Goods while they are transferred from its vehicle to its store and vice versa.
- 4.7 Where TECHNIMOVE provides Data Services involving data destruction and WEEE Services, it shall collect the Goods from the Collection Point and title to the Goods shall pass to TECHNIMOVE upon such collection.

5. Charges

- 5.1 TECHNIMOVE'S fees in consideration of providing the Services will be the Charges. The fees agreed for the Services, unless otherwise specified in the Supply Proposal are fixed and inclusive of all labour, transport, equipment, insurance, travel, waiting time, and expenses. No additional charges shall apply, including for delays not caused by the Customer.
- 5.2 If the Customer requests that TECHNIMOVE undertakes work outside of the scope of the agreed Services or if the Customer wishes to change the scope of the Services, then it shall submit details of the requested change to TECHNIMOVE in writing and TECHNIMOVE shall, within a reasonable time, provide a written estimate of any variations to the Charges. If the Customer wishes to proceed with the change, TECHNIMOVE has no obligation to do so unless and until the parties have agreed in writing on the necessary variation to the Charges and any other relevant terms of the Agreement to take account of the change.
- 5.3 The Charges and any additional charges do not include value added tax, custom duties and any other fees or taxes payable to government bodies which, if applicable, shall be added at the rate in force at the time of supply.
- 5.4 Without prejudice to any other rights TECHNIMOVE may have in respect of any failure by the Customer to pay the Charges or other monies payable pursuant to the Agreement, TECHNIMOVE may:
 - 5.4.1 Charge interest and late payment compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
 - 5.4.2 Require the Customer to pay, in advance, for any Services which have not yet been performed until all Charges owing have been paid in full and cleared funds.
 - 5.4.3 Not perform further Services until all Charges owing have been paid in full and cleared funds.
- 5.5 TECHNIMOVE has the right to charge for Storage Services for so long as it has custody of, or is responsible for, the Goods.
- 5.6 If the Customer postpones, delays or cancels the Services, TECHNIMOVE will be entitled to charge it according to how much notice is given as follows:
 - 5.6.1 11 or more working days before the Services were due to start, no charge.
 - 5.6.2 Between 6 and 10 working days inclusive before the Services were due to start, not more than 30% of the Charges.
 - 5.6.3 Between 3 and 5 working days inclusive before the Services were due to start, not more than 60% of the Charges.
 - 5.6.4 Less than 48 hours before the Services were due to start, not more than 95% of the Charges.

6. Payment

- 6.1 The time stipulated for payment shall be of the essence of the Agreement and failure to pay within the period specified shall, in the absence of a written explanation from the Customer that has been duly accepted by TECHNIMOVE, render the Customer in material breach of the Agreement.
- 6.2 Invoices shall be payable in Pounds Sterling within the period stated in the invoice or, if no period is stated, no later than 30 calendar days of the invoice date in full and cleared funds. TECHNIMOVE shall be entitled to invoice in respect of the Services to be performed in advance.
- 6.3 Payment of any TECHNIMOVE invoice shall become automatically due immediately on the commencement of any act or proceeding in which the Customer's solvency is involved and upon the termination of the Agreement.

7. Customer's Obligations

- 7.1 During the continuance of the Agreement the Customer shall:
 - 7.1.1 Furnish TECHNIMOVE promptly upon receipt of a request for any such information as TECHNIMOVE may reasonably require for the supply of the Services.
 - 7.1.2 Nominate prior to the supply of any Services an authorised representative to be its prime point of contact with TECHNIMOVE during the continuance of the Agreement, such representative having the authority to represent and legally bind the Customer on all matters in connection with the Agreement.
 - 7.1.3 Ensure the accuracy and validity of all information provided to TECHNIMOVE.

- 7.1.4 Allow TECHNIMOVE reasonable access to its employees for the purpose of the supply of the Services and ensure its employees cooperate fully with TECHNIMOVE in relation to the supply of the Services.
 - 7.1.5 Provide free and safe access to the Premises as is necessary by TECHNIMOVE to comply with its obligations under the Agreement.
 - 7.1.6 Co-operate with TECHNIMOVE in all matters relating to the Services.
 - 7.1.7 Where TECHNIMOVE is supplying Storage Services, give TECHNIMOVE not less than 10 days' notice of its intention to remove the Goods from TECHNIMOVE's storage premises.
 - 7.2 The Customer warrants that the Premises are safe for work and comply with all statutory requirements for the health and safety at work of TECHNIMOVE'S staff. TECHNIMOVE may refuse to permit its staff to work in or around the Premises if it reasonably considers that they may be exposed to undue risk or danger.
 - 7.3 The Customer warrants that the Services can be undertaken at the Collection Point and the Delivery Point by the use of normal doors and staircases without the use of specialised equipment.
 - 7.4 The Customer warrants that the approach roads to the Premises are suitable for TECHNIMOVE'S vehicles and that parking is available at no cost to TECHNIMOVE.
 - 7.5 The Customer warrants that either it is the owner of the Goods or is authorised by such owner to accept the Terms and Conditions on the owner's behalf. In the event of any claim being made by any third party against TECHNIMOVE in respect of loss of or damage to the Goods or in respect of any conversion or of interference with the Goods, the Customer will indemnify TECHNIMOVE in respect of such claim.
 - 7.6 The Customer must declare in writing to TECHNIMOVE the value of any Goods being removed and/or stored by way of Relocation Services or Storage Services (as the case may be) unless the Customer elects to limit TECHNIMOVE'S liability in respect of such Services to £50 per item as set out in Clause 11.6.2. The Customer warrants that the Goods are as described to TECHNIMOVE with regard to their value, nature, weight, quantity, condition and dimensions.
 - 7.7 The Customer will indicate if Data Services and WEEE Services are required and the Customer warrants that, except to the extent notified in detail to, and accepted by, TECHNIMOVE in writing, none of the Goods require any official consent or licence to handle, possess, deal with or carry or will at any time whilst in the care or control of TECHNIMOVE constitute WEEE. The Customer shall obtain at its own expense all documents, permits, permissions, licences and customs documents necessary for the Services to be completed.
- 8. Performance**
- 8.1 TECHNIMOVE shall use its reasonable endeavours to comply with any day or dates for the supply of the Services as stated in the Supply Proposal, however such dates shall constitute only statements of expectation and shall not be binding. If TECHNIMOVE, having used its reasonable endeavours, fails to supply or complete the Services by such date or dates, such failure shall not constitute a breach of the Agreement. The Customer shall not be entitled to treat the Agreement as thereby repudiated or to rescind it or any ancillary agreement in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.
- 9. Assignment**
- 9.1 TECHNIMOVE may assign, transfer, charge, sub-contract or delegate any of its rights under the Agreement and may sub-contract or delegate any of its obligations or responsibilities arising out of the Agreement to any of its business associates. Performance by such associates shall be deemed to be performance by TECHNIMOVE.
- 9.2 Where Storage Services are sub-contracted, TECHNIMOVE will on request notify the Customer of the location of the Goods.
- 9.3 Where WEEE Services are sub-contracted, TECHNIMOVE will only sub-contract to sub-contractors who hold a suitable waste management licence.
- 9.4 The Customer may assign, novate or otherwise transfer the Agreement with TECHNIMOVE'S prior written consent.
- 10. Equipment**
- 10.1 All apparatus and equipment supplied by TECHNIMOVE shall remain the sole property of TECHNIMOVE.
- 11. Liability**
- 11.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms and Conditions and the Agreement by TECHNIMOVE in respect of the Services.
- 11.2 TECHNIMOVE warrants that it will use reasonable care and skill in supplying the Services.
- 11.3 TECHNIMOVE provides no warranty that any result or objective can or will be achieved or attained at all as a result of its supply of the Services.
- 11.4 The following provisions set out TECHNIMOVE'S entire liability (including any liability for the acts and omissions of its employees and sub-contractors) to the Customer in respect of:
- 11.4.1 any breach of its contractual obligations arising out of the Agreement; and
 - 11.4.2 any representation, statement, breach of statutory duty or tortious act or omission, including negligence arising out of or in connection with the Agreement.
- 11.5 The Customer's attention is drawn to the following provisions:**

- 11.5.1 TECHNIMOVE'S liability to the Customer for death or personal injury resulting from its own or that of its employees' and sub-contractors' negligence and for fraud or fraudulent misrepresentation shall not be limited;
 - 11.5.2 any other act or omission on the part of TECHNIMOVE falling outside Clause 11.5.1 shall be known as an **"Event of Default"**; and
 - 11.5.3 subject to the limits and exclusions set out below and in Clause 22, TECHNIMOVE shall accept liability to the Customer resulting from the negligence of TECHNIMOVE or its employees or sub-contractors or the breach of contract by TECHNIMOVE.
- 11.6 Subject to Clause 11.5.1:
- 11.6.1 TECHNIMOVE shall not in any circumstances be liable for loss of or damage to the Goods arising after it has ceased supplying Storage Services and Relocation Services, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of TECHNIMOVE, its employees or sub-contractors.
 - 11.6.2 TECHNIMOVE'S liability for negligence or breach of contract or otherwise under common law in relation to the Customer's Goods will be assessed as a sum equivalent to the cost of their repair or replacement, taking into account the age and condition of the Goods immediately prior to their loss or damage but always limited to the value declared to TECHNIMOVE under Clause 7.6 or £200,000, whichever is the least. If no such value is declared, or if the Customer so selects, TECHNIMOVE'S liability shall be limited to the maximum amount of £50 per item. In this respect, an **item** is defined as any one article, suite, pair, set, complete case, package, carton or other container. These limits may affect the Charges.
 - 11.6.3 TECHNIMOVE'S liability for repair under Clause 11.6.2 is limited to the reasonable cost of repair and no claim will be considered in respect of any depreciation in value of any item as a result of any such repair.
 - 11.6.4 Where any item consists of items in a pair or set, TECHNIMOVE will not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such part or parts may have as part of a pair or set, nor more than a proportionate part of the declared value of the pair or set.
 - 11.6.5 If the value of the Customer's Goods in store or transit is, at the time of loss or damage, collectively of greater value than the value declared, then the Customer will bear the equivalent proportion of the claim in the same ratio as the actual value exceeds the declared value.
 - 11.6.6 TECHNIMOVE is not liable on a "new for old" basis for any lost or damaged Goods.
 - 11.6.7 TECHNIMOVE shall not be liable to the extent that loss or damage is caused or contributed to by moving Goods under the Customer's express instructions, against TECHNIMOVE'S advice, and in a manner which is likely to cause damage.
 - 11.6.8 TECHNIMOVE is not liable for (1) electrical and mechanical derangement unless shown to be as a result of physical external damage to the item concerned or as a result of fire, flood, collision or overturning of road vehicles or other conveyances; (2) loss or damage which occurs prior to collection or packing by TECHNIMOVE or after delivery or unpacking by TECHNIMOVE; (3) loss or damage caused by wear and tear, gradual deterioration, warping or shrinkage, moth, vermin and/or insects or similar infestation unless it can reasonably be demonstrated that such loss or damage arose as a result of TECHNIMOVE'S actions or failings or those of its sub-contractors, agents or servants; (4) loss or damage caused by cleaning, repairing or restoring unless TECHNIMOVE arranged for the work to be carried out; or (5) loss or damage caused by changes to atmospheric conditions which result in mould, mildew, rusting, tarnishing or corrosion unless directly linked to ingress of water caused by TECHNIMOVE'S negligence or breach of contract.
 - 11.6.9 The Customer must notify TECHNIMOVE as soon as reasonably possible of any damage to the Premises or the Customer's property other than the Goods submitted for removal and/or storage by way of Relocation Services or Storage Services (as the case may be).
 - 11.6.10 Subject to TECHNIMOVE'S limitation of its liability under Clause 11.6.11, TECHNIMOVE'S liability in respect of the Premises howsoever arising and occasioned during the supply of the Services shall in all circumstances be limited to making good the damaged area only.
 - 11.6.11 Other than in respect of its liability in relation to the Customer's Goods which is as set out in Clause 11.6.2, TECHNIMOVE'S liability in respect of all claims made in respect of or in connection with the Agreement (including claims arising in contract, tort (including negligence), breach of statutory duty or arising in any other way out of the subject matter of the Agreement) shall not exceed a sum equal to the Charges actually received by TECHNIMOVE in respect of the Services to which the Event of Default and its liability relates or the amount of the Customer's proved loss, whichever is the lesser.
 - 11.6.12 TECHNIMOVE shall not be liable to the Customer in respect of any Event of Default for loss of profits, goodwill or data or any type of special, indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or TECHNIMOVE had been advised of the possibility of the Customer incurring the same. If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under the Agreement.

11.6.13 TECHNIMOVE shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served written notice of the same upon TECHNIMOVE within 7 calendar days of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware by the exercise of reasonable diligence. TECHNIMOVE shall in any event be discharged from all liability whatsoever and howsoever arising in respect of any Event of Default unless legal proceedings are issued and served within 1 year of the date the Customer became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware by the exercise of reasonable diligence.

11.6.14 No employee of TECHNIMOVE shall be separately liable to the Customer for any loss, damage, mis-delivery, errors or omissions under the terms of these Terms and Conditions and the Agreement.

11.7 The Customer hereby agrees to afford TECHNIMOVE not less than 60 days in which to remedy any Event of Default which is capable of remedy.

11.8 Nothing in this Clause 11 shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.

11.9 Each exclusion and limitation in these Terms and Conditions exists separately and cumulatively.

12. Term

12.1 The Agreement shall be effective as of the Commencement Date and shall continue in effect until the Services have been completed unless terminated earlier as provided in these Terms and Conditions or unless renewed or otherwise extended by mutual written agreement between the parties.

13. Termination

13.1 Without prejudice to any other provision contained within these Terms and Conditions or of the Agreement, TECHNIMOVE may terminate the Agreement by notice in writing in any of the following events:

13.1.1 the Customer commits a material breach of the Agreement which is incapable of remedy; or

13.1.2 the Customer commits a material breach of the Agreement which is capable of remedy but which the Customer fails to remedy within 14 calendar days of written notice by TECHNIMOVE specifying the breach and requiring its remedy.

13.2 TECHNIMOVE and the Customer may by notice in writing to the other terminate the Agreement if the other shall have a receiver or liquidator appointed, shall pass a resolution for winding up (otherwise than for the purpose of a solvent amalgamation or reconstruction), if a court shall make an order to that effect, if the other party shall enter into a composition or arrangement with its creditor(s) or shall become insolvent. Such an event shall be deemed to be a material breach of the Agreement which is incapable of remedy.

14. Consequences of Termination

14.1 Any termination of the Agreement howsoever caused shall not affect any accrued rights or liabilities of either TECHNIMOVE or the Customer arising out of the Agreement.

14.2 Upon termination of the Agreement howsoever caused, if TECHNIMOVE was supplying Storage Services then it may require the removal of the Goods forthwith. If the Goods are not removed after notice is given by TECHNIMOVE in accordance with this Clause 14.2 then TECHNIMOVE may, at its absolute discretion, sell the Goods after the lapse of a reasonable period of time after notice of its intention to sell the Goods is given by it.

15. Lien

15.1 TECHNIMOVE shall have a particular lien on the Goods for any unpaid Charges or for any unpaid sums whatsoever. If such lien is not satisfied within a reasonable time, TECHNIMOVE may sell the Goods as agent for the owner and apply the proceeds towards any sums unpaid and the expenses of the insurance and sale of the Goods and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Goods.

16. Fair and Reasonable

16.1 The Customer acknowledges that the provisions of these Terms and Conditions are essential to protect the legitimate commercial and business interests of TECHNIMOVE and that they are fair and reasonable having regard to the level of the Charges.

17. Notices

17.1 Any notice pursuant to the Agreement shall be in writing, shall be delivered personally, sent by prepaid delivery, by facsimile transmission or e-mail to the party due to receive such notice at the address or number of the party as notified when entering into the Agreement or to such other address or number as shall be notified in writing to the other party to the Agreement from time to time.

17.2 Any notice delivered personally shall be deemed to be received when delivered. Any notice sent by prepaid delivery shall be deemed (in the absence of evidence of earlier receipt) to be received 2 days after posting. In proving the time of dispatch it shall be sufficient to show that the envelope containing such notice was properly posted.

17.3 Any notice sent by facsimile transmission or e-mail shall be deemed to have been received upon on the next day after transmission.

18. Waiver

18.1 The rights and remedies of either party under the Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the other party nor any failure or delay by the other party in asserting or exercising any such rights or remedies.

19. Severance

19.1 If at any time one or more clause, paragraph, subparagraph or any other part of the Agreement or these Terms and Conditions is held to be, or becomes, void or otherwise unenforceable for any reason under any applicable law the same shall be deemed omitted and the validity and/or enforceability of the remaining provisions of the Agreement or these Terms and Conditions shall not in any way be affected or impaired thereby.

19.2 If any invalid, unenforceable or illegal provision of the Agreement or these Terms and Conditions would be valid, enforceable and legal if some part of it were deleted or amended, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20. Variation

20.1 Subject to Clause 20.2, no variation in the provisions of the Agreement or the scope of the Services shall be of any effect unless made in writing and signed on behalf of the Customer and TECHNIMOVE.

20.2 These Terms and Conditions may be revised by TECHNIMOVE from time to time. Any such revision shall not become effective until after the expiry of 21 calendar days from the date notice of the proposed revision is given to the Customer.

21. Set-off

21.1 All payments due from the Customer shall be made without any set-off, deduction or deferment of any nature regardless of any dispute which the Customer has or alleges it has against TECHNIMOVE.

21.2 TECHNIMOVE may set-off any sum it may owe to the Customer against any sum the Customer may owe to it.

22. Force Majeure and Exclusion of Liability

22.1 In the event that either party is prevented from fulfilling its obligations under the Agreement by reason of any supervening event beyond its reasonable control including but not limited to Act of God, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, national emergency, civil disturbance, extensive disruption of public services, flood, earthquake, industrial action, strike or lockout, mechanical breakdown in respect of any TECHNIMOVE vehicle, impedance by any road traffic congestion and adverse weather conditions, subject to Clause 22.2, the party shall not be deemed to be in breach of its obligations under the Agreement. The party shall promptly give written notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

22.2 Clause 22.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

22.3 Other than as a result of TECHNIMOVE's negligence or breach of contract, TECHNIMOVE will not be liable for any loss or damage if:

22.3.1 caused by electrical or mechanical derangement to any Goods unless there is any evidence of related external damage caused by TECHNIMOVE; or

22.3.2 attributable to the Goods having a pre-existing defect.

23. Acceptance

23.1 The Customer accepts these Terms and Conditions by signing below, by accepting them electronically (including by electronic mail), by accepting them in writing and/or by accepting supply of the Services following these Terms and Conditions having been brought to the Customer's reasonable attention. In the event of signature of these Terms and Conditions, facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format) and electronic signatures shall be deemed to be original signatures.

24. Contracts (Rights of Third Parties) Act 1999

24.1 No term of these Terms and Conditions is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Agreement.

25. Law and Jurisdiction

25.1 These Terms and Conditions and the Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute concerning them or their interpretation shall be adjudicated in that jurisdiction.



AGREED BY THE CUSTOMER THROUGH THEIR AUTHORISED SIGNATORY:

For and on behalf of the Customer:

Signature:
Name of signatory:
Company Name:
Job title:
Date:
Business address:

For and on behalf of Technimove:

Signature:
Name of signatory:
Job title:
Date:

