

J H Kemp Limited

Terms and Conditions of Trade (Machinery Relocation Services)

- 1. Interpretation**
 - 1.1 In these Conditions, the definitions in schedule 1 shall apply.
 - 1.2 In these Conditions, the following rules apply:
 - 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
 - 1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
 - 1.2.4 The terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - 1.2.5 A reference to writing or written includes faxes and e-mails.
- 2. Information about us**
 - 2.1 We are J H Kemp Limited, a company registered in England and Wales under company number 03924219 and with our registered office at 2 Water Court, Water Street, Birmingham B3 1HP. Our main trading address is our registered office. Our VAT number is 753782208.
- 3. How the Agreement is formed between you and us**
 - 3.1 You appoint us to provide machine Machinery Relocation Services, which may include the services described in these Conditions and which are more particularly described in the **Service Particulars ('the Machinery Relocation Services')**.
 - 3.2 You are a user of the Machinery Relocation Services from the date that you and we agree (**'the Service Commencement Date'**) until your rights are terminated under these Conditions. The Agreement between us will only be formed when you sign these Conditions.
 - 3.3 The Agreement will relate only to the Machinery Relocation Services which we agree to perform as detailed in the Service Particulars. We will not be obliged to supply any other Services.
 - 3.4 You promise us that you:
 - 3.4.1 own the Plant and Machinery which is the subject of the Agreement; or
 - 3.4.2 are authorised by the owner of such Plant and Machinery to accept these Conditions.
 - 3.5 We can sub-contract any and all of our obligations to other people, but we will remain responsible for such sub-contractors.
- 4. Performance**
 - 4.1 We will undertake the Machinery Relocation Services as far as we are able in accordance with any specific time scales notified to you or agreed, and otherwise within a reasonable period of time. However there will always be factors outside our control which effect the speed with which we can undertake the Services and for that reason time for performance shall not be of the essence. If our Services are suspended under paragraph 5.7, the time scales agreed or notified to you relating to the performance of the Services shall be adjusted as may be reasonably necessary as a result of such suspension.
- 5. Charge and Payment**
 - 5.1 Our Charges for the Machinery Relocation Services will be payable by you and will be notified to you from time to time.
 - 5.2 We may, by giving 20 Business Days notice, increase the Charge of the Machinery Relocation Services to reflect any increase in the cost of that which is due to:
 - 5.2.1 any factor beyond our control (including foreign exchange fluctuations and increases in taxes and duties);
 - 5.2.2 any delay caused by your instructions or your failure to give us adequate or accurate information or instructions.
 - 5.3 At our discretion, we may invoice you at any time after commencement of the Machinery Relocation Services.
 - 5.4 The Customer shall pay the invoice in full and in cleared funds in accordance with our terms. Payment shall be made to the bank account nominated in writing by us. Time of payment is of the essence.
 - 5.5 Save as otherwise provided, you will pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and you will not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may at any time, without limiting any other rights or remedies we may have, set off, against any monies owing by us to you, any amount owing by you to us.
 - 5.6 In the event of a dispute arising in relation to an invoice you will ensure that during the period of dispute unrelated invoices are paid on or before their date and you will only be entitled to withhold payment in respect of invoiced amounts in dispute. You must notify us in writing of any such disputed amount prior to the date on which it becomes due and payable and in any event not later than 14 days after the relevant invoice date. We and you will attempt to resolve the dispute within 20 Business Days of you duly notifying us of the dispute in accordance with this clause. In the absence of any such resolution, either you or we (with the approval of the other) can ask that an expert determine the matter. If you and we cannot agree on an expert, The President of the Institute of Chartered Accountants can be asked by either you or us to appoint an expert. The fees of any such expert shall be shared between you and us equally or otherwise as the expert may determine is fair taking into account the conduct of each party.
- 6. Customer's insolvency or incapacity**
 - 6.1 If you become subject to any of the events listed in clause 6.2, or we reasonably believe that you are about to become subject to any of them, then, without limiting any other right or remedy available to us, we may cancel or suspend all Machinery Relocation Services under our Agreement without incurring any liability to you, and all outstanding sums in respect of Machinery Relocation Services provided shall become immediately due.
 - 6.2 For the purposes of clause 6.1, the relevant events are:
 - 6.2.1 you suspend, or threatens to suspend, payment of your debts or are unable to pay your debts as they fall due or admits inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed either unable to pay your debts or have no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply; or
 - 6.2.2 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors other than (where the you are a company) these events take place for the sole purpose of a scheme for a solvent amalgamation of you with one or more other companies or the solvent reconstruction of you; or
 - 6.2.3 (being an individual) you are the subject of a bankruptcy petition or order; or
 - 6.2.4 a creditor or encumbrancer of yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - 6.2.5 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you; or
 - 6.2.6 (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; or
 - 6.2.7 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or
 - 6.2.8 any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 6.2.1 to clause 6.2.7 (inclusive); or
 - 6.2.9 your suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or
 - 6.2.10 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Agreement has been placed in jeopardy; or
 - 6.2.11 (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), you are incapable of managing your own affairs or becomes a patient under any mental health legislation.
 - 7. Health & safety**
 - 7.1 You will provide us with all information that we may require to safely carry out the Machinery Relocation Services.
 - 8. Removal, transport and installation of Plant and Equipment**
 - 8.1 Our Service Particulars will specify the Services that we will provide under the Agreement, but may include (but not limited to) the following:
 - 8.1.1 arrange in cooperation with you for all wayleaves and other permissions necessary to transport the Plant and Equipment from its existing location to its New Location;
 - 8.1.2 decommission and remove the Plant and Machinery;
 - 8.1.3 transport the Plant and Machinery to its new location;
 - 8.1.4 prepare the new location as may be necessary for the installation of the Plant and Equipment;
 - 8.1.5 Install and commission the Plant and Equipment
 - 8.2 The scope of our Services will be based on the written information provided by you to us and (if arranged) based on our survey of the existing site and the New Location. If the scope of the work changes then we will discuss and try to agree with you the additional charges that would be incurred arising from any proposed variation to the

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- Service Particulars. We will not be obliged to provide any Services which are not specified in the Service Particulars save as otherwise specifically agreed and confirmed by us to you in writing.
- 9. Consequential damage on removal of Plant and Equipment**
- 9.1 You agree and accept that the removal of the Plant and Equipment from the Existing Location may not be reasonably possible without causing some damage to the fabric of the Existing Location, to utility connections or without having to disconnect by force certain components parts of the Plant and Equipment (whether from each other or from the fabric of the Existing Location including utilities).
- 9.2 Where that need arises, we shall exercise all due care and skill so as to minimise any damage but it is agreed and accepted that such work may be necessary and it is agreed that we are authorised to carry out such work and that we shall not be liable for the reasonable damage caused to either the fabric of the Existing Location (including any damage to floors caused by our use of heavy transport, lifting and other machinery, including damage caused by 'point loading'), to utility connections or to the Plant and Equipment (**'Unavoidable Damage'**), and you hereby agree to indemnify us and keep us indemnified against any claim by any third party against us in respect of Unavoidable Damage.
- 9.3 It is agreed that we may purchase such replacement parts and material as may be required to rectify reasonable damage caused to the Plant and Equipment on its removal from the Existing Location, and you agree to reimburse us in full for such costs
- 9.4 Where.
- 10. Project Management**
- 10.1 We will appoint the Project Manager and make him available to manage the Project upon the terms of this clause. We will ensure that the Project Manager at all times during the period of the Contract acts promptly, reasonably and fairly.
- 10.2 You will appoint the Project Co-ordinator and make him available to co-ordinate with the Project Manager. The Parties shall ensure that the Project Manager and the Project Co-ordinator are responsible for:
- 10.2.1 organising meetings as the need arises for the purpose of managing the progress of the Project; and
- 10.2.2 promptly provide to the other (on request) all information and documentation required for the proper performance of the Project and the Services.
- 10.3 Each Party may appoint an alternative Project Manager or Project Co-ordinator from time to time.
- 10.4 Throughout the period of this agreement you will provide to us and/or our personnel, contractors and agents such access to the Existing Location and the New Location as we may reasonably require to comply with and otherwise fulfil our duties and obligations under the Agreement. In particular, you will provide to us (including our personnel, contractors and agents):
- 10.4.1 sufficient working space and provide such facilities as the other may reasonably require;
- 10.4.2 afford us free of charge the use of all utilities on site (including electricity, water, sewage and gas) and such occasional typing and photocopying facilities and the use of telephone, fax machines and computers as may reasonably be required; and
- 10.4.3 advise the Company's personnel and other nominees of the rules and regulations in force from time to time for the conduct of personnel at the Existing Location and the New Location.
- 11. Customer Obligations**
- 11.1 You will deliver to us in a timely fashion:
- 11.1.1 the manuals and such other technical information as we may request relating to the Plant and Equipment;
- 11.1.2 such detailed plans as we may reasonably require for the purpose of performing the Services in relation to the Existing Location and New Location;
- 11.1.3 such other information and consents as we may reasonably request for the purpose of carrying out the Services.
- 12. Variations to the Services**
- 12.1 You may at any time request variations to the Service Particulars.
- 12.2 Within 10 working days of receipt of such a request or such other period as may be agreed between you and us, we will indicate by notice in writing to you the terms upon which we will perform the variation requested by you, including the effect of the variation on the Charges and any estimated Completion Date. A variation may result in an increase in the Charges the size of which shall be as agreed by you and us.
- 12.3 If we give to you written notice agreeing to perform the variation upon the terms agreed between you and us, the Agreement shall be deemed automatically to have been amended so as to include the variation and thereafter the Company shall perform the Agreement upon the basis of such amended terms.
- 13. Testing and Acceptance**
- 13.1 You will commence the preparation of the Acceptance Tests within 2 Business Days of being requested to do so. Selection of the Acceptance Tests shall be at our discretion but is subject to your reasonable approval. The Customer shall be deemed to have accepted the Acceptance Tests if the Customer neither approves nor rejects them within five Business Days of their disclosure by us to you.
- 13.2 You will carry out the Acceptance Tests, or ensure that they are carried out, within 10 Business Days of Plant and Equipment being made available to you for testing. If the Project Co-ordinator in his sole discretion considers that the Plant and Equipment has materially failed to pass the Acceptance Tests, he shall promptly give written notice of the failure to us, specifying the reasons for which he considers that the Plant and Equipment have failed. On receipt of the notice we will, subject to paragraph 13.3, free of charge to you determine the causes of the failure and advise you of them, and shall then carry out such work as may be necessary to ensure that the Plant and Equipment passes the Acceptance Tests and will then achieve Successful Completion. Following the making of any changes the Customer shall repeat or procure the repetition of such of the Acceptance Tests as is necessary on the terms set out in this clause. If you fail the Acceptance Tests and on investigation pursuant to clause 9.2 this proves to be as a result of:
- 13.3 an error by you,
- 13.3.1 a fault which has arisen as a result of normal wear and tear of the Plant and Equipment;
- 13.3.2 a fault which has arisen as a result of damage caused by someone other than us (including our employees, agents and contractors), we will be entitled to charge for the costs of the investigation and the cost of any remedial work at our prevailing charge out rates, together with the cost of any parts and other materials used in carrying out such works.
- 14. Road Haulage - General**
- 14.1 The transportation of your Plant and Equipment shall be subject to the terms and conditions of the Road Haulage Association Limited – Conditions of Carriage 2009 (effective 1 September 2009) (or such later edition) which shall be incorporated into this Agreement. In the event of conflict between these terms and the RHA Terms, the RHA terms shall prevail. A copy of the RHA conditions are available on request.
- 15. International and air transport**
- 15.1 We may provide you with certain transport services that involve international transport, be it by air, road, sea or rail ('International Deliveries') or non-international air transport, or both, in which case the terms in this paragraph 15 will apply.
- 15.2 If we provide international air transport, the Carriage By Air Act 1961 (as amended from time to time) ('the Act') applies as between us and our Common Carrier, and accordingly:
- 15.2.1 our services will be provided in accordance with the Act; and
- 15.2.2 our liability to you shall be no more than is prescribed in the Act;
- 15.2.3 any claims against us must be made within the periods specified in the Act;
- 15.2.4 in all cases our liability to you will not exceed the liability of our Common Carrier to us.
- 15.3 If we provide international road transport, the CMR applies as between us and our Common Carrier, and accordingly:
- 15.3.1 our services will be provided in accordance with CMR;
- 15.3.2 our liability to you shall be no more than is prescribed in the CMR; and
- 15.3.3 in all cases our liability to you will not exceed the liability of our Common Carrier to us.
- 15.4 If we provide Non-International Carriage, the Montreal Convention as amended by Schedule 1 to the Carriage By Air Acts (Application of Provisions) Order 2004/1899 ('the Order') applies as between us and our Common Carrier and accordingly:
- 15.4.1 our Services will be provided in accordance with the Order; and
- 15.4.2 our liability to you shall be no more than is prescribed in Article 22 of the Order and you must make any claims against us within the time period(s) specified in Article 31 of the Order;
- 15.4.3 in all cases our liability to you will not exceed the liability of our Common Carrier to us.
- 15.5 Subject to the Act, the CMR and the Order (as applicable), we will not be liable for any losses incurred caused by the delay in delivering Plant and Equipment arising out of the use by us of freight forwarders, airlines or other international transporters.
- 15.6 If an International Transport, or a non-international air delivery, combines carriage by air, road or other means of transport, it shall be presumed that any loss or damage arising to your Plant and Equipment occurred during the air period of such carriage unless proven otherwise.
- 15.7 If you regard the limits of liability provided for under the Act and/or the CMR and/or the Order as insufficient, you must make your own insurance arrangements and you hereby agree to assume the risk of all loss or damage above the limits so specified.
- 15.8 Unless otherwise agreed, you are responsible for obtaining, at your own cost, such export licence and other consents in relation to your Plant and Equipment as are required and if reasonably required by us will make these available to us prior to the commencement of the relevant International Transport.
- 15.9 Notwithstanding paragraph 15.8, we (or our sub-contractors) may (but will not be obliged to):
- 15.9.1 complete any required documents;
- 15.9.2 pay any duties or taxes required under applicable laws and regulations for which you will immediately reimburse us; and
- 15.9.3 redirect your Plant and Equipment to the end recipient's import broker or other address upon request by any person we (or our sub-subcontractors) reasonably believe to be duly authorised.
- 15.10 As appropriate we may act, or authorise our sub-contractors to act on

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- your behalf, as your forwarding agent for customs and export control purposes and as end recipient of your Plant and Equipment solely for the purposes of designating a customs broker to perform customs clearance and entry.
- 15.11 We may need to supply third parties (including but not limited to, international carriers) with information regarding the Plant and Equipment (including but not limited to a full description of the Plant and Equipment, its value, quantity and weight) and/or you and your intended recipient (including your/their VAT number). You will provide us with all the required information in advance of our commencing our International Transport Services or non international air deliveries and we reserve the right to refuse to provide you with such services if you do not provide us in advance with all such required information.
- 15.12 You shall indemnify us in full and hold us harmless from any loss or damage we may suffer and/or incur arising out of your failure to comply with any applicable laws or regulations and/or for your breach of any of the following warranties and representations:
- 15.12.1 all information provided by you/your Business Contacts/your users is complete and accurate in all respects;
- 15.12.2 all applicable customs, import and export and other laws and regulations have been complied with;
- 15.13 You will reimburse us for all and any charges, duties and taxes owed for our International Transport Services and indemnify us for all claims, damages and expenses howsoever incurred if the Plant and Equipment is deemed unacceptable for whatever reason for transport outside the UK and/or for air transport within the UK. Any Plant and Equipment on which duty and other taxes will exceed £500 will be paid by you in advance of any such Plant and Equipment being dispatched.
- 15.14 You will comply with our procedures and policies (as advised to you from time to time) relating to International Deliveries and/or non-international air transport.
- 16. Risk (IMPORTANT)**
- 16.1 We will take reasonable care of your Plant and Equipment whilst under our control.
- 16.2 As the value of Plant and Equipment may far exceed the Charges paid for the Machinery Relocation Services, our liability for any damage to Plant and Equipment whilst in our possession must be limited as set out in these Conditions, and you must ensure that all Plant and Equipment is insured to your satisfaction.
- 16.3 We will only be responsible (where applicable) for ensuring that we hold such Items as are recorded on our WMS from time to time.
- 17. Our liability and your responsibility to insure**
- 17.1 Only you know the value of your Plant and Equipment. Accordingly you agree to:
- 17.1.1 insure all Plant and Equipment against all insurable risks (including, 'in transit' insurance) to their full insurable value with any right for the insurer to bring a subrogated claim against us being excluded and you agree that the proceeds of such insurance are adequate to compensate you for any loss or damage to any Plant or Equipment; and
- 17.1.2 waive all rights against us and our sub-contractors, agents and employees to claim for damages caused by any risks for which you are insured.
- 17.2 Subject to clause 17.4, our liability for losses that you suffer as a result of our breach of the Agreement, in negligence or otherwise in connection with Machinery Relocation Services will be subject to a maximum amount equal to the aggregate Charges for the Machinery Relocation Services.
- 17.3 Subject to clause 17.4, we will not be liable for losses that you suffer as a result of our breach of the Agreement (in negligence or otherwise in connection with the Services) that fall into the following categories:
- 17.3.1 loss of income or revenue;
- 17.3.2 loss of business;
- 17.3.3 disruption to the carrying on of business at the Existing Location or the New Location;
- 17.3.4 loss of profits
- 17.3.5 loss of anticipated savings;
- 17.3.6 loss of data; or
- 17.3.7 waste of management or office time.
- 17.4 Nothing in this agreement excludes or limits our liability for:
- 17.4.1 death or personal injury caused by our negligence;
- 17.4.2 fraud or fraudulent misrepresentation;
- 17.4.3 any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
- 17.5 We are not liable for any loss or damage arising from:
- 17.5.1 Force Majeure;
- 17.5.2 your errors, acts, omissions, misstatements or misrepresentations or any breach by you of your obligations under this Agreement;
- 17.5.3 wastage, defect, or deterioration of any Item.
- 17.6 You acknowledge that the exclusions and limitations in this paragraph are reasonable in all the circumstances.
- 18. Time limits for claims and claims procedure**
- 18.1 We will not be liable for any claim by you under the Agreement unless you give us written notice of your claim within 20 Business Days of Successful Completion.
- 19. Termination**
- 19.1 If you do not comply with your obligations under this Agreement, and having been given a reasonable opportunity to rectify any breach fail

- 19.2 to do so, we may terminate this agreement and you will immediately pay to us the full amount of the Charges for the Removal and Installation Services as set out in the Service Particulars. If non-performance of any obligation under the Agreement caused by any Force Majeure shall continue for more than six weeks then you or we may terminate this Agreement immediately by giving notice in writing to the other. In which event, subject to the progress made with the Project as detailed in table 1, you will be liable to pay to us the following part of the Charges:

table 1

We have commenced the planning for the Services	[35%] of the total Charges
As above, plus we have commenced the decommissioning/removal of the Plant and Equipment from the Existing Location	[65%] of the total Charges
As above, plus we have commenced transportation of the Plant and Equipment to the New Location	[85%] of the Total Charges
As above, plus we have commenced the Installation of the Plant and Equipment at the New Location(s)	[100%] of the Total Charges

- 20. Assignment/sub-contracting**
- 20.1 We can sub-contract and/or assign our rights and obligations under these Conditions. You may only do so with our prior written consent (which we will not unreasonably withhold).
- 21. Time not of the essence**
- 21.1 Whilst we will endeavour to provide the Machinery Relocation Services in accordance with the Conditions, time shall not be of the essence for the performance of our obligations.
- 22. Written communications**
- 22.1 For contractual purposes, you agree to electronic means of communication and you acknowledge that all Agreements, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- 23. Notices**
- 23.1 All notices given by you to us must be given to J H Kemp Limited at info@jhkemp.co.uk or to 2 Water Court, Water Street, Birmingham B2 1HP. We may give notice to you at either the e-mail or postal address you provide to us when placing an Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 24. Transfer of rights and obligations**
- 24.1 The Agreement between you and us is binding on you and us and on our respective successors and assignees.
- 24.2 You may not transfer, assign, charge or otherwise dispose of this Agreement, or any of your rights or obligations arising under it, without our prior written consent.
- 24.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of our rights or obligations arising under it, at any time during the term of the Agreement.
- 25. Events outside our control**
- 25.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control ('Force Majeure Event').
- 25.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 25.2.1 strikes, lock-outs or other industrial action;
- 25.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- 25.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- 25.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- 25.2.5 impossibility of the use of public or private telecommunications networks; and
- 25.2.6 the acts, decrees, legislation, regulations or restrictions of any government.
- 25.3 Our performance under the Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Agreement may be performed despite the Force Majeure Event.
- 26. Waiver**
- 26.1 If we fail, at any time during the term of the Agreement, to insist upon

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	strict performance of any of your obligations under the Agreement, or if we fail to exercise any of the rights or remedies to which we are entitled under the Agreement, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.		not limited to electric power, gas or water, road traffic accident, traffic immobilisation, war, invasion, foreign enemy, hostilities, terrorism, civil commotion, revolution, rebellion, riot, insurrection, forfeiture under legal process, industrial action, strike, lockout, stoppage or restraint of labour from whatever cause;
26.2	A waiver by us of any default will not constitute a waiver of any subsequent default.		has the meaning set out in clause 3.1;
26.3	No waiver by us of any of the terms and conditions of this Agreement will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 23 above.	Machinery Relocation Services the Montreal Convention:	means the Convention for the Unification of Certain Rules for International Carriage by Air done at Montreal on 28 May 1999, and "Non-International Carriage" has the same meaning as that in the Order;
27. Severability			
27.1	If any of the terms and conditions of the Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.	New Location	the location(s) including (where necessary) the exact position for installation of the Plant and Equipment in accordance with (if appropriate) detailed plans provided by you to us;
28. Entire agreement			
28.1	These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and you and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us and you relating to the subject matter of any Agreement.	Personnel:	all employees, staff, other workers, agents and consultants who are or were engaged in the provision of services the same or substantially similar to the Machinery Relocation Services prior to or on the Service Commencement Date;
28.2	We each acknowledge that, in entering into this Agreement, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.	Plant and Machinery	means the plant and machinery that you have asked us to remove, relocate and install in accordance with the Service Particulars and these Conditions;
28.3	Each of us agrees that our only liability in respect of representations and warranties (whether made innocently or negligently) will be for breach of the Agreement.	Project	means the removal, transportation and installation of the Plant and Equipment, and the pre-move preparation work as specified in the Specified Services;
28.4	Nothing in this clause limits or excludes any liability for fraud.	Project Coordinator	means the person for the time being duly appointed by you to act as the your principal representative for the purpose and supervision of the Project;
29. Our right to vary these terms and conditions			has the meaning set out in clause 3.2;
29.1	We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.	'Service Commencement Date' Services	means the services provide by us to you under our Agreement and these Conditions;
30. General lien		'Service Particulars'	means a document which accompanies these Conditions detailing the scope of the Machinery Relocation Services to be provided by us to you;
30.1	If you owe us any money, we may keep possession of any of your Plant and Equipment in our possession or under our control until you settle such outstanding amounts. If you owe us any money that is overdue by more than 60 days, we may sell any Plant and Equipment and use the proceeds to satisfy, in whole or in part, what you owe. We will give you ten days' notice of our intention to exercise this right. You will indemnify us if anything that we sell turns out to belong to a third party.	Successful Completion	means the successful operation of the Plant and Equipment at its New Location so that it passes the Acceptance Tests;
31. Our relationship		Transit	the physical movement of Plant and Equipment from one location to another;
31.1	You and us are not partners, joint venturers, employers, employees or, save as provided otherwise.	VAT	Value Added Tax chargeable under English law for the time being and any similar additional tax;
32. Law and jurisdiction		'we' 'us' and 'our': Working Day:	means JH Kemps Limited (crn 03924219); Monday to Friday (inclusive), excluding UK bank and public holidays;
32.1	This Agreement for the purchase of Services and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with the Agreement or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.	'you' and 'your':	the individual, company, partnership or similar business organisation whose details appear on the Service Particulars as our customer or who is otherwise a party to whom we provide the Services;

Schedule 1 – Interpretation

'Acceptance Tests'	means the acceptance tests for acceptance of the satisfactory installation of the Plant and Equipment at the New Location, referred to in paragraph [13];
Agreement:	the agreement between us and you for the sale and purchase of Services, in accordance with these Conditions;
Business Day:	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
Charge:	the charges for the Service details of which are set out in the Service Particulars or otherwise agreed in writing by you and us together with any charges, duties and taxes payable by us in respect of International Deliveries;
CMR	Convention on the Agreement for the International Carriage of Goods by Road 1956;
Common Carrier:	a carrier that delivers to any delivery address requested;
Completion Conditions:	the terms and conditions set out in this document as amended from time to time including any special conditions agreed between you and us;
'Existing Location'	the Location(s) at which the Plant and Equipment is currently situated;
Force Majeure:	any event beyond our reasonable control including (without limit) acts of god, adverse weather conditions, fire, flood or any other natural disaster, interruption or failure of utility services including but