**Contract**

1. The terms of the contract between Christopher Watson trading as Chris Watson Delivery Service (“CW”) and the individual or individuals who instructed CW to carry goods (respectively “the Consignor” and “the Goods”) are contained in these terms and conditions (“these T&Cs”) as modified by any oral agreements made between the parties, which, to the extent of any inconsistency, shall take precedence over these T&Cs.
2. Each instruction for the collection of goods from a single location shall be the subject-matter of a separate contract of carriage (“the Contract”).

**Services**

1. CW will carry the Goods from one specified location (“the Collection Point”) to another (“the Delivery Point”), as instructed by the Consignor.

**CW’s Responsibilities**

1. CW will collect the Goods at the Collection Point and deliver the Goods to the Delivery Point in substantially the condition in which they were at the time when they were made available for collection at the Collection Point and, in each case, on the date and at the approximate time agreed with the Consignor for the collection and delivery of the Goods.

**Consignor's Responsibilities**

1. The Consignor will make all necessary arrangements for the Goods to be made available for collection by CW at the Collection Point and to be received by the Consignor or a person authorised on his/her behalf at the Delivery Point in each case on the date and at the approximate time agreed with the Consignor for the collection and delivery of the Goods or, in the case of delivery, within a reasonable time thereafter.
2. The Consignor will provide an accurate description of the Goods, including approximate dimensions, prior to the formation of the Contract upon which CW shall be entitled to rely for all purposes and which shall be a term of the Contract.
3. The Consignor warrants that the Goods are the property of the Consignor or that the Consignor has the authority of the owner to enter into the Contract with CW for the carriage of the Goods.
4. The Consignor warrants that the Goods are not goods of a kind in respect of which CW could incur any criminal or civil liability by reason of carrying the Goods pursuant to the terms of the Contract.
5. The Consignor will inspect the Goods and will assert any claim for damage to the Goods upon delivery

**CW’s Charges**

1. CW’s charge for carriage of the Goods shall be the sum agreed between CW and the Consignor before collection of the Goods save that if, on arrival at the Collection Point, CW forms the reasonable opinion that the Consignor did not provide an accurate description of the Goods, including as to their approximate dimensions, CW shall be entitled to substitute for the agreed charge a higher charge and, if that is not agreed, to terminate the Contract without liability.
2. CW will add Valued Added Tax (“VAT”) to his charges, as may be applicable.
3. CW’s charges will be paid cash on delivery unless a different method of payment has been agreed between CW and the Consignor.
4. If the Consignor is more than one person, each of those persons shall be jointly and severally liable for payment of CW's charges and VAT.

**Interest**

1. In the event that any bill is not paid on its due date, CW will be entitled to charge interest on the overdue amount at the rate per annum of 8% from the date of delivery of the bill to the date on which payment is made. Such interest will accrue daily.

**Limitation of Liability**

1. No provision of the Contract will limit any liability of CW caused by fraud, fraudulent misrepresentation or reckless disregard of professional obligations or in any other situation where the law prevents CW from excluding or limiting his liability, including any liability in respect of death or personal injury caused by negligence.
2. In all other cases, and unless otherwise agreed between the parties in writing, CW limits his liability for any claim or claims made in respect of any negligence and/or breach of contract in relation to the Goods to the lower of the cost of repair or replacement, taking into account the condition of the Goods immediately prior to their loss or damage and subject to a maximum of £10,000.
3. In any event and notwithstanding the obligation on the Consignor in Condition 9, CW will have or incur no liability whatsoever for any damage to the Goods unless a claim is notified in writing within 7 days of delivery of the Goods, time being of the essence for this purpose.
4. CW's liability in relation to the Goods will exclude all indirect or consequential loss or damage (including loss of profits).
5. CW shall have no liability for any loss or damage arising from the effect of any event of force majeure.

**Insurance**

1. The Consignor is recommended to insurer the Goods as his/her property.
2. CW carried insurance in respect of his liabilities arising under the Contract with Chaucer Insurance Company DAC, whose address in the UK is at 30 Fenchurch Street, London EC3M 3AD.

**Termination**

1. CW may terminate the Contract, without liability, in the circumstances described in Condition 10 and otherwise for good reason and on reasonable notice.
2. The Client may not terminate the Contract.

**Storage**

1. CW may store the Goods for short periods between collection and delivery, particularly where it is a matter of convenience to both parties that CW deliver the Goods together with goods the subject-matter of a separate contract between the parties at the same time. In such circumstances, CW will make no charge for storage.
2. However, CW does not provide storage services pursuant to the Contract and if, as a result of any breach on the part of the Consignor, CW has to store the Goods otherwise than in accordance with Condition 24, CW shall be entitled to transfer the Good to appropriate third party storage and to recover from the Consignor his costs incurred in doing so, including, without limitation, a reasonable charge for the transfer of the Goods to third party storage, the charges made by the third party storage provider and, if applicable, the re-collection of the Goods from the third party.
3. In the circumstances described in Condition 25, CW shall be required to make no more than reasonable enquiries to satisfy himself that the third party is an appropriate provider. Subject thereto, the Goods will be at the Consignor’s risk while in the control of the third party.

**Lien**

1. CW shall have a lien over the Goods and any other goods the property of the Consignor or the subject-matter of another contract of carriage between the parties under these T&Cs for his charges and VAT and any other sum payable to him under the terms of the Contract.

**Power of Sale**

1. If CW’s lien is not satisfied by payment within a reasonable time of CW’s written demand for payment, specifying the sum then due and any incremental amount for interest or any other future charges, or if CW is unable to deliver the Goods by reason of a breach by the Consignor of any obligation on the Consignor under the Contract, CW is authorised by the Consignor, as his/her agent, to sell the Goods at public auction, having first given written notice to the Consignor of his intention to do so, and to apply the net proceeds of sale against sums due to him by the Consignor, remitting the balance, if any, to the Consignor or in accordance with his/her instructions.

**Third Parties**

1. No provision of these T&Cs is intended to be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

**Severability**

1. To the extent that any provision of the Contract may be held by any court or other competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of the Contract and the remainder, if any, of the provision in question shall be unaffected.

**Governing Law and Jurisdiction**

1. The Contract shall be governed by English law. CW and the Consignor each hereby irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute which may arise from or in relation to the Contract.