



Terms & Conditions

1. Definitions In these conditions:

1.1 "We" means Invictus Relocation Services. "Us" and "Our" have corresponding meanings; **1.2** "You" means the party entering into the agreement for Services with Us, and includes the party to whom Our quotation is addressed and the party by whom the acceptance is signed, and "Your" has a corresponding meaning; **1.3** "Goods" means all furniture and other effects which are to be the subject of the Services; **1.4** "Services" means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage; **1.5** "Subcontractor" means any person other than one of Our employees who, under any agreement or arrangement with Us (whether directly or indirectly) performs or agrees to perform the whole or any part of the Services; **1.6** Words in the singular include the plural, and words in one or more genders include all genders.

2. We are not Common Carriers

WE ARE NOT COMMON CARRIERS AND ACCEPT NO LIABILITY AS SUCH. We reserve the right to refuse to quote for the carriage of goods for any particular person or organization and for carriage of any goods or classes of goods at Our discretion.

3. Our Quotation

Our quotation is a fixed price. It does not include insurance, customs duties or customs inspections or any other fees payable to government bodies. We may change the price or make additional charges if any of the following have not been taken into account when preparing our quotation:

3.1 You do not accept it in writing within the said validity date mentioned in the quotation, with a firm removal date to which we agree in writing.

3.2 Our costs increase or decrease because of currency fluctuations or changes in taxation or freight charges beyond Our control. **3.3** The stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or driveway is unsuitable for Our vehicles and/or containers to load or offload within 20 meters of the doorway.

4. Your Obligations and Warranties

4.1 Information supplied by You. You warrant that any information which

You have provided to Us and on which We have reasonably relied in assessing any quotation or estimate of the resources necessary to carry out the work is accurate. **4.2** Owner or Authorised Agent. You warrant that, in entering into this agreement, You are either the owner of the Goods, or the authorised agent of the owner. **4.3** Presence at

Loading/Offloading. You will ensure that You or some person on your behalf is present when the Goods are loaded or offloaded, except if they are being offloaded into or loaded from store. **4.4** Dangerous Goods. You warrant that the Goods do not include any firearms or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage any vermin or pest unless You have disclosed to Us in writing the presence and nature of any such items prior to them being made available to Us for loading or storage. We may refuse to remove or store such items. If We discover any article or substance of this nature after the Goods have been received by Us, We may take any reasonable action, including destruction or disposal, as We may think fit without incurring any liability to You. **4.5**

Fragile Goods and Valuable Items. You will, prior to the commencement of the removal or storage, give to Us written notice of any Goods which are of a fragile or brittle nature and which are not readily apparent as such, or which comprise jewellery, precious objects, works of art, money, collections of items or precision equipment in any case having a value in excess of €500. **4.6** Goods Left Behind or Moved in Error. You will ensure, to the best of Your ability, that all Goods to be removed (other than Goods being removed from store) or stored are uplifted by Us and that none is taken in error. **4.7** Documentation. You will have to obtain at Your own expense all documents, permits, licenses, customs documents

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necessary for the removal to be completed. **4.8 Premises.** You will need to arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.

5. Method of Carriage and Subcontractors

5.1 Mode of Carriage. We shall be entitled to carry the Goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other Goods being carried on the vehicle) and by any reasonable means. **5.2 Subcontractors.** We may use a Subcontractor or Subcontractors to undertake the whole or any part of the Services, but if We do so, We will continue to be responsible to You for the performance of the Services.

5.3 Liability of Subcontractors and Employees. Any provisions in these conditions which limit Our liability also apply to Our Subcontractors and to Our employees and to the employees of Our Subcontractors. For the purposes of this sub-clause, We are, or are deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this agreement.

6. Delivery

6.1 We shall not be bound to deliver the Goods except to You or a person authorised in writing by You to receive the Goods. If We cannot deliver the Goods either because there is no authorised person there to receive them on Our arrival, or because We cannot gain access to the premises, or for any other reason beyond Our control, We will be entitled to offload the Goods into a warehouse, and will be entitled to charge an additional amount for storage, handling and for the subsequent re-delivery of the Goods. If this happens, We will endeavour to contact You to ascertain whether You have any alternate instructions. **6.2 Delays in Transit.** Other than by reason of our negligence, we will not be liable for delays in transit.