

1. INTERPRETATION

1.1 In these Conditions:

'CHARGES' means the charges specified and calculated at the rate set out in the Quotation 'EFFECTIVE DATE' means the date upon which the Company collects the Instrument.

'INSTRUMENT' means the Instrument owned by the Customer and agreed to be transported and or stored by the Company

'QUOTATION' means the quotation attached to these conditions and delivered by the Company to the Customer.

1.2 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

1.3 The Quotation forms a part of these terms and conditions and will have effect as though it were set out herein.

2. CHARGES

2.1 Subject to any special terms agreed the Customer shall pay the Company's charges and any additional sums which are agreed between the Company and the Customer as set out in the Quotation for the provision of the transportation of the Instrument / storage of the Instrument.

2.2 The Company shall be entitled to vary its charges from time to time by giving not less than one months' written notice to the Customer.

2.3 All Charges quoted to the Customer for the provision of transportation of the Instruments and its storage if applicable are inclusive of any Value Added Tax payable.

2.4 The Company shall be entitled to invoice the Customer following the end of each month in which the Instrument is stored by the Company.

2.5 Storage Costs are charged in advance once agreed and should be paid not less than seven days before collection of the instrument for storage.

3. PAYMENT

3.1 The Company's Charges for the transportation and storage of the Instrument shall be paid by the Customer in full in advance when requested.

3.2 If payment is not made on the due date, the Company shall be entitled without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 4% above the base rate from the due date until the outstanding amount is paid in full.

4. LIEN

4.1 If the Company's charges are not paid in relation to instrument storage the Instrument will be retained by the Company until payment is made in accordance with condition

4.2 The Company shall be entitled to charge for storing the Instrument during this period. All storage charges must be paid in full before the Instrument can be released. For the avoidance of doubt the charges for storage are £60 per month for upright Instruments and £80 per month for grand Instruments.

4.3 The Company shall have a general or particular lien upon the Instrument in its possession for all monies and expenses due from the Customer. The Company shall be entitled to raise storage charges and/or other expenses whilst it maintains the lien

5. DURATION

5.1 These conditions shall come into force on the Effective Date and will continue unless and until terminated by either party giving the other not less than two weeks written notice.

5.2 The Company shall be entitled to retain the Instrument until the Client has paid all Charges.

6. LIMITATION OF LIABILITY

6.1 The Company shall not be liable for:

a) Loss or damage caused by war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection or military coup, wear or tear, gradual deterioration, acts of God or circumstances beyond the Company's control; or

b) Loss of use, loss of enjoyment, loss of profit or any other indirect consequential loss.

c) Any damage occasioned to the property of the Customer. Any damage occasioned to other property during the transportation of the Instrument is the responsibility of the Customer.

d) Any claim should be submitted to the company within four days from completion of work or activity. Any claims outside of these timescales will not be considered.

7. STORAGE

7.1 In the event that the Company provides storage facilities for the Customer's Instrument the Customer is subject to these terms and conditions.

7.2 The Instrument may be stored at a separate location. The Company has inspected the Instrument prior to storing the same and makes annotated and agreed observations on its condition prior to removal from the customer's location.

7.3 The Customer is advised that if the Instrument is a grand Instrument it will be de-legged and stored on its side.

7.4 The Company will exercise reasonable skill and care to protect the Instrument from theft or damage and shall maintain appropriate insurance. In the event of theft or damage the insurance value will be the market value determined by the Company's insurance brokers' loss assessor.

7.5 The Client is entitled to take out additional insurance at his or her own expense.

7.6 The Company shall not be responsible for any natural deterioration to the Instrument.

7.7 The Company confirms that it has a professionally installed security system.

8. INSPECTION

On delivery of the Instrument to the Customer's premises the Company shall not be liable for damage or specific loss to the Instrument unless it is reported to the Company's representative at the point of delivery and recorded on the delivery sheet.

9. END OF AGREEMENT / POWER OF SALE

9.1 In the event of more than 12 weeks of storage being outstanding the Company shall give the Customer 28 days written notice requiring the Customer to pay all debts and collect or allow delivery of the Instrument from its care and control.

9.2 If the Customer fails to remove or allow delivery of the Instrument, the Company may sell or otherwise dispose of the Instrument without further notice. The proceeds of sale shall be credited to the Customer's storage account or against any other payments due to the Company.

9.3 The Customer will be responsible for any costs incurred by the Company in selling or disposing of the Instrument. Any surplus will be paid to the Customer without interest.

10. GENERAL

10.1 These conditions and Quotation constitutes the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.

10.2 All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its principal address as may at the relevant time have been notified pursuant to the provision to the party giving the notice.

10.3 Customers must notify the Company when the value of any instrument to be moved or transported exceeds £40,000. The storage of any instrument above £4,000 Must be advised to enable the instrument to be added as a Named Item on the Company Insurance policy. This will incur an additional charge.

10.4 Customer agrees to provide legal parking facilities for the collection and delivery of the Instrument and to pay any parking fees or congestion charges incurred during these times.

10.5 The condition of Instruments in storage can and will depreciate over time. This is not the responsibility of the Company and the Customer agrees to accept all risks for any and all associated depreciation.

10.6 The Customer agrees to accept responsibility for risk or damage to fixtures and fittings (including wall and floor coverings) during the removal or delivery of the Instrument. It is the Customers responsibility to protect and insure items of value that could be affected by the Company undertaking their activity.

10.6 These conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.