

Blueberry's Fine Art Services Trading terms and conditions

About our Terms and conditions

At Blueberry's Fine Art Services we aim to provide a friendly, respectful and competent service at all times. We endeavour to take absolute care when handling your items. We have years of experience in handling and moving artworks and ensure we always implement best safety practices, which minimize potential risk to your items.

Our terms and conditions are set out in order to make you (the customer) aware of your (the customer's) responsibilities when using our services and the limitations of our liability, when contracting us (Blueberry's Fine Art Services) to handle, transport, ship or frame your goods.

The terms and conditions are written in plain English and are intended to be clear and understandable. If you have any questions about any aspect of our terms and conditions, please don't hesitate to get in touch.

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TERMS AND CONDITIONS

By accessing and using this service, you accept and agree to be bound by the terms and provision of this agreement. In addition, when using these particular services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use this service.

Definitions

- 1. We refers to us Blueberry's Fine Art Services and our employees.**
- 2. You and your refers to the customer.**
- 3. Goods / Items means the property or goods, including all individual items or components thereof ("Individual Items"), and including packaging if provided by you, in respect of which we are to provide the Services.**

1. Payment terms

1. We will invoice you on completion of work. 2. We will only invoice you before completion of the work if both parties have agreed in writing beforehand. 3. Payment must be made. 4. Payment is due and expected on receipt of invoice, but we allow 30 days for business payment cycles. 5. Payment after 30 days will incur a Late fee of 10% of total value of the invoice. 6. If payments are not made within 30 days, we retain the right to employ a debt collection agency to recover any payments due on our behalf, this may result in additional fees being applied, which you will become liable for.

2. Transport by road terms and conditions

When contracting Blueberry's Fine Art Services to transport goods by road, there are some important terms and conditions to the service we provide, which you should carefully read and understand before commencing with any booking.

2.1 USE OF THIRD-PARTY ROAD TRANSPORT

1. When contracting the transportation by road of your items to Blueberry's Fine Art Services you give us permission to use third party road transport services if required. 2. We will not be held liable for any, loss, damage or theft of your items whilst in the care of a third-party transport or forwarding agent. 3. We will not accept responsibility for any loss or damage due to packaging when your item is under the care of a third party

transporter, unless we have packed the items our self, in which case we will only accept limited liability toward the cost of replacement or repair up to the value of £150.00 British sterling whichever is less.

2.3 INSURANCE OF GOODS DURING ROAD TRANSPORT

1. It is your responsibility to provide full and accurate description of goods and accurate value of goods to us in advance of any road transport booking. 2. We reserve the right to refuse transportation of an item if these conditions are not met. 3. Any costs incurred to us as a result of incorrect information being provided by you, will be paid in full by you, even if goods are not transported, including any associated domestic or international delivery charges or packing material cost and labour. 4. We will only provide insurance for your items if requested in writing prior to any collection or shipment of items. 5. It is your responsibility as the owner to ensure your goods are insured to the full value of the goods prior to transport. 6. We will not be liable for any loss, theft, fire or damage to your items. 7. We can provide insurance, this must be agreed in writing prior to any shipment. 8. You accept goods are uninsured during road transport unless you have provided your own insurance to the full value of the goods or notified us in advance that you require us to insure your goods and this has been arranged and agreed by us in advance of any transportation.

2.4 INVENTORY OF GOODS BEING TRANSPORTED BY ROAD

1. You must provide us with a full and accurate inventory of the items including the full value of the items you wish for us to transport, no later than 48hrs prior to transportation. 2. We reserve to right to apply additional administration charges to a transportation booking, if an inventory is not provided by you in advance, in which case we will create a hand written inventory before loading the items.

2.5 PACKING OF GOODS FOR ROAD TRANSPORT

1. In the circumstances of us providing packaging for road transport, we will accept limited liability for any damage caused during transport due to failure of our packaging. 2. The liability we accept is limited to repair or replacement value of £150.00, British sterling only, whichever is less. 3. If goods are packed by you, we cannot accept liability for any loss, damage or accident to the items whilst in transport.

2.6 CONDITION CHECK OF GOODS FOR TRANSPORT

1. If your items are not condition checked by us and a formal report is conducted at the appropriate additional charge, we do not except liability for any claims of damage or negligence made against us during transportation and handling.

2.7 OWNERSHIP OF GOODS FOR ROAD TRANSPORT

1. You must be the owner of the items or have permission from the owner and/or the responsibility of care for the items. 2. We will not arrange transportation for any item that is not your property or that you do not have permission to transport. 3. We reserve the right to ask you to provide evidence of ownership or evidence of granted responsibility for the item(s).

2.8 CUSTOMS DURING ROAD TRANSPORT

1. Where appropriate and necessary we may ask you to provide further information on your item(s) being transported by road to customs authority for the purpose of clearance. 2. We will not accept liability for any events resulting in the loss, damage or theft or goods, due to customs inspections or customs handling. 3. We require all information on the items being transported to be accurate and correct any misinformation may cause goods to be destroyed or confiscated in which case we will not be held liable for any losses.

2.9 SPECIAL INSTRUCTIONS FOR GOODS BEING TRANSPORTED BY ROAD

1. Any specific or unusual transportation request should be made in writing before transportation takes place. 2. We cannot except liability of any transportation instructions or requests which are not included in the original transportation estimate provided by us. 3. Any additional special instructions should be made in writing 48 hrs prior to collection time and agreed by both parties.

2.10 ESTIMATES FOR GOODS BEING TRANSPORTED BY ROAD

1. Our estimate is based on current transportation rates and remains valid for 28 days from the date of production. 2. The transport prices on our estimate may go up or down depending on actual hours, miles and any

additional road charges on the actual day of transport. 3. We do not include custom charges or import duty and or local taxes and this will be the responsibility of you to pay in order to complete road transportation of goods as and when requested by local customs and authorities either in the destination country or departure country. 4. Failure to pay any customs charges or import charges that cause a delay in the goods being transported, will result in additional costs to you for any additional hours outside of the original estimate. 5. We accept no liability for any related tax, duty or customs handling charges for the shipment of goods, the responsibility remains solely with you.

2.11 RECORDING DEVICES

1. We retain the right to use recording devices in the vehicle. 2. Any recorded information will be at our disposal to use as evidence in the court of law. 3. Any recorded information stored by us will only be used as evidence in the event of any claims made against us and shall not be distributed for any other purpose. 4. You reserve the right to request any information recorded, if a request is made in writing and agreed by both parties.

2.12 PROHIBITED ITEMS

1. We will not transport any prohibited items, infested items, drugs, livestock, weapons or hazardous goods under any circumstances.

3. Shipping terms and conditions

When contracting Blueberry's Fine Art Services to ship goods, there are some important terms and conditions to our service which you should carefully read and understand.

3.1 USE OF THIRD-PARTY AGENTS WHEN SHIPPING GOODS

1. When contracting the shipping of your items to Blueberry's Fine Art Services you give us permission to use third party shipping services. 2. We will not be held liable for any, loss, damage or theft or your items whilst in the care of a third-party shipping agent or forwarding agent.

3.2 PACKING

1. We will not accept responsibility for any loss or damage due to packaging, unless we have packed the items our self, in which case we will only accept limited liability toward to cost of replacement or repair up to the value of £150.00 British sterling.

3.3 DESCRIPTION OF GOODS

1. It is your responsibility to provide full and accurate description of goods and accurate value of goods, we reserve the right to refuse shipping an item if these conditions are not met and any associated costs incurred to us will still remain your responsibility to pay. 2. Any costs incurred by us in the process will be paid in full by you, even if goods are not shipped including any associated domestic or international delivery charges, shipping charges or packing material cost and labour.

3.4 INSURANCE FOR GOODS BEING SHIPPED

1. We will only provide insurance for your items if requested in writing 48hrs prior to any collection or shipment of items, you will be charged the appropriate cost, which are required to be paid in full, before the shipment commences. 2. We reserve the right to delay or cancel a shipment if these terms are not met, in which case you will remain liable for any appropriate charges for any part of the service in which we have already incurred costs for, including but not limited to, shipping costs, packaging, transport and labour. 3. It is your responsibility as the owner of goods to ensure your goods are insured to the full value prior to shipping.

3.5 OWNERSHIP OF GOODS BEING SHIPPED

1. You must be the owner of the items or have permission from the owner or the responsibility of care for the items. 2. We will not arrange shipping for any item that is not your property or that you do not have permission to ship. 3. We reserve the right to ask you to provide evidence of ownership or evidence of granted responsibility for the item(s).

3.6 CUSTOMS RELATING TO GOODS BEING SHIPPED

1. Where appropriate you may be asked to provide further information on your item(s) being shipped to customs authority for the purpose of clearing. 2. We will not accept liability for any events resulting in the loss, damage or theft of goods, due to customs inspections. 3. We require all information on the items being shipped to be accurate and correct prior to shipment any misinformation may cause goods to be destroyed or confiscated in which case we will not be held liable for any losses.

3.7 SPECIAL INSTRUCTIONS FOR GOODS BEING SHIPPED

1. Any specific shipping request should be made in writing before shipment takes place. 2. We cannot except liability of any shipping instructions or requests which are not included in our original shipping estimate or which have been expressed in writing prior to the booking of a shipment. 3. Any additional special instructions should be made in writing 48 hrs prior to collection time and agreed by both parties.

3.8 ESTIMATES FOR GOODS BEING SHIPPED

1. Our estimate is based on current shipping rates provided to us by third party agents and remains valid for 28 days from the date of production. 2. The shipping prices on our estimate may go up or down depending on any variation to packaging type of item size/weight, which is different to the details originally provided on the estimate. 3. We do not include custom handling or import duty and or local taxes and this will be the responsibility of you to pay in order to complete a shipment, as and when requested by local customs and authorities either in the destination country or departure country. 4. We accept no liability for any related tax, duty or customs handling charges for the shipment of goods, the responsibility remains solely with you.

3.9 PROHIBITED ITEMS

1. We will not ship any prohibited items, drugs, livestock, weapons, hazardous goods under any circumstances.

4. Framing Terms and Conditions

1. Any artworks supplied for picture framing and canvas stretching, left under our care are the responsibility of the owner to insure. 2. Insurance can be provided but should be agreed in writing beforehand and any relevant insurance costs paid in advance. 3. If you would like to hold the property you can arrange to have a frame constructed, delivered and fitted on site. 4. Any accidental damage to your items caused by negligence on our part will be subject to repair or replacement to the value of £150.00 British sterling. 4. We are not liable for fire damage, theft or loss of your items. 5. We will not be liable for damaged caused by sunlight over time if uv reflective glass is not requested by you, in which case the manufacturer warranty only, will apply and any claim shall be made towards the manufacturer.

5. Installation terms and conditions

1. We do not accept responsibility for any lost, stolen or damaged property whilst installing. 2. Unless the damage was caused by failure of our hanging parts, not including pre-existing fitting only those supplied by us. 3. When damage is caused to property by the failure of any fixing supplied by us, we will cover any repair or replacement costs up to £150.00 British sterling, whichever is less.

6. Working on your property terms and conditions

1. We accept no responsibility for any damage caused directly as a result of us working under your instruction. 2. We will accept liability of any accident or damaged caused directly as a result of our negligence whilst working on your property to the repair or replacement value of £150.00 British sterling. 3. We will not accept any claims made against us for any lost or stolen items whilst working on your property, unless evidence can be provided relating us directly to the loss or damage of property. 4. You will be present or a representative of you will be present whilst work is taking place. 5. No claims against us shall be made unless these conditions are met.

7. Working on third party property terms and conditions

1. We accept no responsibility for any damage caused directly as a result of us working under your instruction. 2. We will accept liability of any accident or damaged caused directly as a result of our negligence whilst working on

third party property to the repair or replacement value of £150.00 British sterling. 3. We will not accept any claims made against us for any lost or stolen items whilst working on third party property, unless evidence can be provided relating us directly to the loss or damage of property. 4. You will be present or a representative of you will be present whilst work is taking place. 5. No claims against us shall be made unless these conditions are met.

8. Handling terms and conditions

1. We accept limited liability for items handled by us, in the event of damage during handling due to our negligence we will cover cost of repair or replacement up to £150.00 British sterling.

9. Condition checking and condition reports terms and conditions

1. We will carry out if requested at the appropriate rate a condition report for items being moved. 2. Condition checks should be carried out before the movement of goods. 3. The owner should be present during the condition reporting and both parties should agree on the satisfactory completion of each and any condition report. 4. If these conditions are not met, we cannot accept any liability for items description varying from that of the condition report, nor shall any claims be made against us for inaccuracy of condition reporting.

10. Courtesy Lift terms and conditions

1. This will not be included as part of our charged service and will be considered as a courtesy Lift (NOT FOR PRIVATE HIRE) in agreement between the named passenger and Blueberry's Fine Art Services, for the purpose of accompanying the goods only. 2. Although we expect Blueberry's Fine Art Services driver(s) to operate with courtesy and respect towards all of our clients and towards all members of the public at all times, we do not accept liability for any claim made against Blueberry's Fine Art Services or the named driver(s) regarding the safe transportation of named passengers or personal conduct of named driver(s) toward named passenger throughout the journey. 3. We reserve the right to discontinue or refuse carriage of named passenger, at any point throughout the journey, if the behaviour of the named passenger is considered unsuitable or inappropriate including but not limited to abusive behaviour, the use of alcohol, drugs, offensive language or carrying of weapons. 4. We do not accept liability for any loss, damage or theft of the named passenger's personal property. 5. Medical conditions which could affect named passenger during the journey should be clearly communicated before the journey commences. 6. Suitable medication or medical apparatus should be carried during the journey if required and the driver be made aware. 7. In the event of an incident concerning medical assistants, the named driver will respond by phoning for emergency assistance as soon as it is safe to do so. 8. No claims shall be made against us, by the named passenger or any individual or business on behalf of the named passenger, in the event of any accident that results in the injury, loss of property or death or the named passenger. 9. We retain the right to take legal action against named passenger, for any action or behaviour throughout the journey that puts either the driver of, or the vehicle itself at risk or for any damage caused to the vehicle by the named passenger.

11. Agreement

In this document we set out the terms and conditions of the contract between us. This with the estimate and acceptance or other written confirmation forms the entirety of the contract between us and supersedes any representations, promises or claims, howsoever made, about the subject contract and the services to be provided.

12. LAW AND JURISDICTION

This contract shall be subject to English law and any disputes shall be subject to the exclusive