

## 1 Interpretations

- 1.1 Any reference in these conditions to “We” or “Us” or “Our” is a reference to the Contractor
- 1.2 Any reference in these conditions to “You” or “Your” is a reference to the Customer
- 1.3 “Goods” or “Items” means the goods/ items being removed for which a quotation is sought

## 2 Quotations and charges

- 2.1 It is the customers’ responsibility to provide full disclosure in order to provide accurate quotations. The information We require includes but is not limited to (i) full address details of collection and delivery points, number of bedrooms, lofts, sheds and garages; (ii) whether the properties from which We are moving Your Goods and to which We are moving Your Goods are houses or flats, and if either or both is a flat which floor it is on, if it is serviced by a working lift and if not what condition the stairs are for access; (iii) approximate distance that We can legally park from Your properties’ entrances, (iv) a list of inventory including the number and size of boxes and how many Items need to be dismantled and reassembled at the destination address; (v) anything else that You consider may be relevant to Your removal such as special packing requirements or the transportation of unusual Items. If the Items are going into storage rather than being unpacked by Us, please advise the size of room booked in square or cubic feet.
- 2.2 Quotations do not include any other duties, fees or taxes payable to government or other statutory bodies (either in the UK or abroad) and all such duties, fees or taxes (if any) will be payable by You in addition to the quoted price.
- 2.3 There is 2 hour minimum charge on all hourly rate jobs. After 2 hours, rates will be charged in half hour increments.
- 2.4 We reserve the right to make additional charges if any of the following have not been taken into account when preparing the quotation:
  - 2.4.1 If anything relevant to the preparation of the quotation was not disclosed by You at the time the quotation was prepared, or if the circumstances on which the quotation was based have materially altered.
  - 2.4.2 If more than [two] month has passed since the date on which the quotation was prepared
  - 2.4.3 If due to any circumstances outside Our control the work is not carried out or completed within three months of the quotation date.
  - 2.4.4 If Our costs increase as a result of currency fluctuations or changes in taxation or freight charges beyond Our control.
  - 2.4.5 If We are required to transport Goods not included within the original quotation or to supply any additional services.
  - 2.4.6 If there are delays outside Our reasonable control in which event We will make an additional charge for waiting time, calculated in accordance with Our standard rates applicable at the time [in half hourly intervals].
  - 2.4.7 If access to the collection or delivery point is inadequate or approach is unsuitable for Our vehicles
  - 2.4.8 Any parking or other fees or charges (including for the avoidance of doubt parking penalties) that We have to incur in order to carry out the service You require. In all these circumstances You will be responsible for the extra charges. It is Your responsibility to ensure any parking permits You may provide to Us are renewed at the appropriate time and or that coin operated pay and display machines have adequate time available. It is Your responsibility to ensure no penalty is incurred.
  - 2.4.9 We will add the cost of any fines or penalties to Your bill and payment must be received in full on completion of the job. Please note that We as the registered keeper/owner of the vehicles have to pay all parking fines. Where possible (upon actual receipt of PCN) We will endeavour to pay within 14 days thus entitling Us to the allowed 50% payment discount.
  - 2.4.10 Insurance will only be provided if it is stated in the Quotation. Provision of the insurance will create a separate contract between the Insurer and You which is subject to the terms and conditions of the Insurer. A summary of the cover provided and any main exclusion from the cover are available on request.
- 2.5 Our quotation is not a guarantee that We have vehicles available on the day You require. Accordingly Your signed acceptance of Our quotation does not constitute a contract between Us and You until You have Our written confirmation that We can move Your Goods on Your required date.

## 3 Work excluded from Our quotation Unless previously agreed in writing We will not:

- 3.1 Dismantle or assemble any furniture, fittings or fitments (and in any event this work will not be covered by any insurance provided).
- 3.2 Remove or lay any fitted floor coverings, or dismantle night storage heaters.
- 3.3 Take down or re-hang curtains, blinds or other window coverings.
- 3.4 Move any Items excluded under Clause 4
- 3.5 Move any item or Items which Our removal crew reasonably believe they cannot move safely or the removal of which may damage the item or Items in question or its or their surroundings.

## 4 Excluded Property

- 4.1 The following Items are specifically excluded from this contract: and will generally not be removed by Us unless expressly agreed in writing prior to the removal:
  - 4.1.1 Food and drink, furs, jewellery, watches, precious metals and precious stones, fine arts, deeds, bonds, bills of exchange, promissory notes, money or securities for money, stamps of all kinds, manuscripts and other documents.
  - 4.1.2 Potentially dangerous, damaging or explosive Items and perishable Goods.
  - 4.1.3 Goods likely to encourage vermin or other pests or to cause infection.
  - 4.1.4 Living creatures and their cages or tanks.
  - 4.1.5 Cars, boats, motorbikes and caravans.
- 4.2 If You submit such Goods without Our knowledge and prior written agreement We will not be liable for any loss or damage except when death or injury is caused by Our negligence and that Our employees or agents and You will indemnify Us against any charges, expenses, damages or penalties claimed against Us by third parties. In addition We shall be entitled to dispose of (without any notice) any such Goods which are listed under paragraph 4.1
- 4.3 In any event, even when expressly agreed in writing to remove Items specified under paragraphs 4.1, these Items will be subject to the limitations of paragraph 9.5 for liability purposes.

4.4 Breakage of owner-packed Goods, unless caused by a major accident to the means of conveyance are excluded from this contract.

## **5 Customers responsibility**

It is Your sole responsibility to:

5.1 Declare to Us proper value of the Goods being removed.

5.2 Obtain at Your expenses all documents necessary for the removal to be completed.

5.3 Be present yourself or appoint a representative at the departure and destination points to ensure that nothing is removed or left in error or is left in the wrong room.

5.4 Prepare adequately and stabilise all appliances prior to the removal.

-Other than by reason of Our negligence We will not be liable for any loss or damage, cost or additional charges that may arise from any of these matters.

## **6 Ownership of the Goods**

By entering into this contract You confirm to Us that:

6.1 The Goods to be moved are Your own property, or

6.2 You have the authority of the owner of the property to make this contract in respect of the Goods to be removed. You will be responsible for paying any claims for damage and/or costs against either of the above if this proves to be untrue.

## **7 Payment of Removal Charges**

7.1 Payment terms are cheque or cash unless agreed otherwise in writing prior to the removal date.

7.2 If payment is made by cheque, We will need Your credit card or bank guarantee card details, which We will retain until the cheque clears after which the details will be destroyed.

7.3 All charges must be paid upon completion of the removal job unless agreed otherwise in writing prior to the removal date.

## **8 Invoices**

8.1 If You require that We invoice Your organisation, this must be notified to Us in writing prior to the removal date.

8.2 We will only consider requests to invoice when issued either on company letterhead with full company details or sent from a company issued email address.

8.3 You must advise, in writing, the full and complete invoice address prior to the removal date and You must also include the email address of any named individual.

8.4 We must receive written confirmation from You prior to the removal date that Your organisation authorises the service We will be providing, and that on receipt of an emailed invoice, We will receive all monies due within 6 working days and We will have cleared funds in Our account within 9 working days.

8.5 We will only allow the removal job to be invoiced once We have agreed to do so in writing, either on Our company letterhead or via Our authorised email account. For the avoidance of doubt a verbal agreement to invoice will not be recognised.

8.6 We will not consider any invoice requests supplied/issued from a personal email account.

8.7 Please note that if payment in full has not been received by Us within the prescribed time, We reserve the right to pass across to a 3rd party collection agency, the collection of any unpaid removal charge or returned cheques for collection. The 3rd party collection agency will add their collection fees and costs to the final job cost/invoice total.

8.8 We furthermore, reserve the right to charge commercial rates of interest at the prevailing rate (currently 5% above base rate) if the debt exceeds 45 days.

## **9 Our liability for loss or damage**

9.1 In the event of Our losing or damaging Your Goods We will pay up to maximum of **£50,000** sterling for Goods which are lost or damaged, to cover the cost of repairing or replacing those Goods.

9.2 We may choose to repair or replace damaged or lost Items. However if We choose to repair the item We will not be liable for any depreciation in value.

9.3 In the event of loss or damage to any item forming part of a pair or set the insured amount will be limited to the proportionate value that the item bears to the total value of the pair or set and no additional depreciation shall be paid.

9.4 Other than because of Our negligence, We will not be liable for any loss, damage or failure to deliver the Goods if it is caused by any of the following circumstances:

9.4.1 Fire howsoever caused

9.4.2 War, invasion, act of foreign enemy, hostilities or a warlike operations, civil war, rebellion, revolution, riot, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, terrorism, Act of God, industrial action or other such events outside Our reasonable control.

9.4.3 Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable Goods. This includes Goods left within furniture or appliances.

9.4.4 Mildew, moth or vermin or similar infestation or any process of cleaning, repairing or restoring

9.4.5 Electrical or mechanical derangement to any appliances, instrument or equipment, unless there is evidence of external impact.

9.4.6 Radiation or contamination by radioactivity from nuclear fuel, reactor or nuclear installation or any nuclear waste or from the combustion of the nuclear fuel.

9.5 Additionally We will not be liable for any loss or damage to:

9.5.1 Any Goods in wardrobes, drawers or appliances, or in a package, box, bundle, case or other container not packed by Us, unless caused by a major accident to the means of conveyance.

9.5.2 Any Goods which condition was not seen by Us upon collection, and any "flat pack furniture" unless the furniture has been de-assembled and is in its original state.

9.5.3 Food or drink, furs, jewellery, watches, precious metals and precious stones, fine arts, deeds, bonds, bills of exchange, promissory notes, money or securities for money, stamps of all kinds, manuscripts and other documents or Goods or collections of a similar kind, cars, boats, motorbikes or caravans unless You have previously given Us full information including value, and We have confirmed in writing that We will accept responsibility in accordance with above.

9.5.4 Goods which have a relevant proven defect or are inherently defective.

9.5.5 Living creatures and their cages or tanks.

9.5.6 Loss or damage occurring in premises where the Goods are stored warehoused or temporarily housed in the course of transit.

9.5.7 Breakage of owner-packed Goods unless caused by a major accident to the means of conveyance

9.6 Other than because of Our negligence, We will not be liable for damage or costs resulting indirectly from, or as a consequence of loss, damage, or failure to deliver the Goods.

## **10 Insurance Option**

10.1 Insurance will only be provided if it is stated in the Quotation. Provision of the insurance will create a separate contract between the Insurer and You which is subject to the terms and conditions of the Insurer. This Condition applies only if You have accepted the insurance Option. In the event, the following provisions of this Condition 10.1 shall apply:

10.1.1 We shall take out and maintain a contract of insurance in accordance with the summary of the terms provided to You providing cover to Us for the Goods and for the purpose of such insurance cover. The replacement value of the Goods shall be the value of the Goods stated in the Quotation. A valued inventory in respect of the Goods must be prepared prior to the commencement of transit and signed by You.

10.1.2 If You wish to make an insurance claim, You must notify Us in writing within **five working days** after completion of Your removal, unless You require a reasonable extension which We, and the insurer, if applicable, agree in writing. We shall then forward You a claim form.

10.1.3 If loss or damage occurs to the Goods as a result of any matter which may result in a claim under such insurance cover, We will endeavour to notify the insurer promptly of the claim and in any event within 7 working days of receipt from You of a written direction to notify a claim in the form attached to the summary of terms. For the purpose of processing any such claim You shall provide Us, the insurer, or any agent of the insurer appointed to investigate the claim with such information and existence as may reasonably be required in relation to the claim. We will also provide to You, the insurer, or any agent of the insurer appointed to investigate the claim with such information and assistance in relation to the claim as may reasonably be required. In addition We will send to You a copy of all correspondence with the insurer or any agent of the insurer relating to the claim. While We will, in accordance with the previous provision of this paragraph, notify claims to the insurer, We are not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim (unless specifically agreed with You in writing).

10.1.4 In the event that We make a claim under such insurance cover in respect of damage or loss caused to the Goods, We shall pay or arrange for payment to You that part of any proceeds of such claim made by Us which relates to such damage or loss to the Goods after deduction of any outstanding sums due to Us from You. For the avoidance of doubt You acknowledge that Our liability in respect of any claim under such insurance cover is restricted to the payment to You of those sums which We recover which relate to the Goods.

10.2 We do not give any advice concerning the insurance cover referred to in condition 10.1 and it is for You to make Your own judgement whether such insurance is appropriate to cover the Goods and risk to them.

10.3 Nothing in paragraph 10.1 should make Us Your agent.

10.4 Upon payment by Our insurers, an excess of **£150** shall be deducted from the payment made by Us to You.

## **11 Delays in transit**

11.1 Unless We give a specifically agreed timescale then arrival and departure times are an estimate only.

11.2 If We do not keep to an agreed written timescale schedule and any delay is within Our reasonable control We will pay Your reasonable expenses which arise as a result of Our not keeping to the agreed written time schedule.

11.3 If through no fault of ours We are unable to deliver Your Goods You will need to take them in to commercial store, warehouse, shelter or temporary storage room. This contract then will be fulfilled and any additional services and expenses, including storage and delivery, will be at Your expense. Note that during any storage period in any commercial store, warehouse, shelter or temporary storage room Your Goods will not be covered by Our insurance and will be stored at Your own risk.

11.4 At no time We can be held responsible for any costs that You incur due to adverse weather conditions which prevent Us from undertaking Your agreed service with Us. In these exceptional cases, Your move will revert to a "best endeavours only" basis. It will be Our intention to minimise any delays where possible.

**12 Damage to premises** Our insurance does not cover damage to premises. It is Your responsibility to obtain appropriate insurance for the removal.

**13 Our right to withhold** or dispose of Goods We have the right to withhold or ultimately dispose of some or all the Goods until You have paid all Our charges and other payments due under this contract. These include any charges that We have paid out on Your behalf. While We hold the Goods and wait for the payment You will be liable to pay any storage charges and other costs incurred as a result of Our withholding Your Goods and these terms and conditions continue to apply.

## **14 Sub-contracting the work**

14.1 We reserve the right to sub-contract some or all of the work for which We have provided a quotation without reference to You.

14.2 If We subcontract these conditions still apply in full.

**15 Whole agreement**

These Terms and Conditions together with Our quotation are intended to form the whole agreement between Us and You, and to prevail over any verbal discussions. Should We mutually agree to any variations of these terms such variations should be confirmed in writing. Any variation however agreed shall never invalidate the reminder of these Terms and Conditions.

**16 Jurisdiction**

This contract is subject to the laws of England and Wales if Our principal place of business is situated in England and Wales or to the laws of Scotland if Our principal place of business is situated in Scotland.