

Introduction

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the word 'you' or 'your' it means the Customer: 'we', 'us' or 'our' means the Remover. These terms and conditions can be varied or amended subject to prior written agreement. Your attention is drawn to Clauses 9, 10, 11 and 13 which set out our liability to you for loss of or damage to goods and property. (A COPY OF THESE TERMS AND CONDITIONS IN LARGER PRINT IS AVAILABLE ON REQUEST).

1. Our Quotation.

1.1 Our quotation, unless otherwise stated, does not include insurance, cancellation/postponement waivers, customs duties, port charges including (but not limited to) demurrage, inspections, or any other fees, or taxes payable to government bodies or agencies.

1.2 Our quotation is valid for twenty-eight days from the date of issue. Unless already included in our quotation, reasonable additional charges will apply in the following circumstances:

1.2.1 If the work does not commence within twenty-eight days of acceptance;

1.2.2 Where we have given you a price, including redelivery from store within our quotation and the redelivery from store has not taken place within six months from the date of the issue of our quotation;

1.2.3 The work is carried out on a Saturday, Sunday or public holiday or outside normal hours at your request.

1.2.4 Our costs change due to changes in taxation, freight, currency fluctuations, fuel, ferry or toll charges beyond our control.

1.2.5 We have to collect or deliver goods at your request above the ground floor and first upper floors.

1.2.6 If you or your agents request collection or access to your goods whilst they are in storage;

1.2.7 We supply any additional services, including moving or storing extra goods.

1.2.8 We have to pay parking or other fees or charges (including fines where you have not arranged agreed suspension of parking restrictions) in order to carry out services on your behalf. For the purpose of this agreement, parking fines or illegal parking caused by our negligence, are fees or charges you are not liable for.

1.2.9 The entrance or exit to the premises, stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load/unload within 20 metres.

1.2.10 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.

1.2.11 We agree in writing to increase our limit of liability set out in clause 9.1.1 prior to the work commencing.

1.3 You agree to pay any reasonable charges arising from the above circumstances.

2. Work not included in the quotation.

2.1 Unless agreed by us in writing, we will not;

2.1.1 Disassemble or reassemble furniture of any kind.

2.1.2 Disconnect or reconnect, disassemble or reassemble appliances, fixtures, fittings or equipment.

2.1.3 Disassemble or assemble garden furniture and equipment including, but not limited to: Sheds, greenhouses, garden shelters, outdoor play equipment, satellite dishes, or move paving slabs, planters and the like.

2.1.4 Take up or lay fitted floor coverings.

2.1.5 Move items from a loft, unless adequately lit, flooring and safe access is provided.

2.1.6 Move or store any items excluded under clause 4.

2.1.7 Move any item which our staff reasonably believe cannot be done safely, whether due to position or its nature.

2.2 Our staff are not authorised or qualified to carry out such work. We recommend that a qualified person is arranged by you to carry out these services.

2.3 If you have requested and paid for dismantling and/or reassemble furniture

service it is on the express understanding that as we are dealing with previously erected goods, whilst every care will be taken, we will not be liable for any damage caused.

3. Your Responsibility.

3.1 It will be your sole responsibility to;

3.1.1 Declare to us, in writing, the value of the goods being removed and/or stored. If it is subsequently established that the value of the goods removed or stored is greater than the actual value you declare, you agree that our liability under clause 9.1 will be reduced to reflect the proportion that your declared value bears to their actual value.

3.1.2 Obtain at your own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.

3.1.3 Pay for any parking or meter suspension charges incurred by us in carrying out the work.

3.1.4 Where we provide you with inventories, receipts, waybills, job sheets or other relevant documents, you will ensure that they are signed by you or your authorised representative as confirmation of collection or delivery of the goods.

3.1.5 Be present or represented throughout the collection and delivery of the goods.

3.1.6 Take all reasonable steps to ensure all goods that should be removed is not left behind and no goods taken in error.

3.1.7 Arrange adequate protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or tradespeople are or will be present.

3.1.8 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.

3.1.9 Empty, fully defrost freezers and clean refrigerators prior to removal. We are not responsible for the contents.

3.1.10 Ensure all domestic and garden appliances, including (but not limited to) washing machines, dishwashers, garden hoses, petrol lawn mowers are clean and dry and have no residual or flammable liquids left in them.

3.1.11 Provide us with correct and up to date contact address and telephone number during removal transit and/or storage of goods.

3.1.12 Arrange appropriate transport, storage or disposal of goods listed in clause 4

3.2 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

4. Goods not to be submitted for removal or storage.

4.1 Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for removal or storage and will under no circumstance be moved or stored by us. Items listed under clauses 4.1.1 to 4.1.5 below carry risks and you should make your own arrangements for their transport and storage. The items listed under clause 4.1.6 below present risks to health and safety and of fire.

4.1.1 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, mobile telephones, portable media and computing devices, stamps, coins, or goods or collections of any similar kind.

4.1.2 Goods likely to encourage vermin or other pests or to cause infestation or contamination.

4.1.3 Any animals, birds, fish, reptiles or plants.

4.1.4 Perishable items and/or those requiring a controlled environment.

4.1.5 Goods which require special licence or government permission for export or import.

4.1.6 Potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.

4.1.7 We shall notify you in writing as soon as practicable if any goods are in our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests and under what conditions we would be prepared to accept such goods or whether we refuse to accept them. Should we refuse to accept the goods, we will have no liability to you.

4.1.8 Under no circumstances will prohibited or stolen goods, drugs or pornographic material be moved or stored by us.

4.2 If you submit such goods without our knowledge, we will make them available for your collection and if you do not collect them within a reasonable time we may apply for a court order to dispose of any such goods found in the consignment. You agree to pay us any charges, expenses, damages, legal costs or penalties reasonably incurred by us in disposing of the goods.

5. Ownership of the goods.

5.1 By entering into this agreement, you guarantee that;

5.1.1 The goods to be removed and/or stored are your own property, or the goods are your property free of any legal charge.

5.1.2 You have the full authority of the owner or anyone having a legal interest in them to enter into this agreement and you have made the owner fully aware of these terms and conditions prior to entering into this agreement and they have agreed to them.

5.1.3 If at any time following the implementation of this agreement to its termination another person has or obtains an interest in the goods, you will advise us of their name and address in writing immediately.

5.1.4 You will provide a full indemnity and pay us in respect of any claim for damages and/or costs brought against us if either statement made in clause 5.1.1 or 5.1.2 is untrue.

5.1.5 If you wish to transfer responsibility of this agreement to a third party, you will advise us in writing giving us their full name, address and telephone number. We will issue a new agreement to them. Our agreement with you will remain in force until we have received a signed agreement from the third party.

6. Charges if you postpone or cancel the removal and Waiting Charges.

6.1 If you postpone or cancel this agreement, we reserve the right to charge you a reasonable postponement or cancellation fee according to how much notice is given as set out below at clauses 6.1.1 – 6.1.4. 'Working days' refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.

6.1.1 More than 10 working days before the removal was due to start: No charge

6.1.2 Between 5 and 10 working days before the removal was due to start: Not more than 30% of the removal charge.

6.1.3 Less than 5 working days before the removal was due to start: Not more than 60% of the removal charge.

6.1.4 Within 24 hours of the move taking place: Not more than 75% of the removal charge.

6.1.5 On the day the work starts or at any time after the work commences: Up to 100% of the removal charge.

6.2 Waiting waiver: Our quotation is based upon us being able to begin unloading our vehicles before 2pm on the day of delivery (unless specified in writing). If we are prevented from doing so for reasons beyond our control, waiting charges will become payable at a rate of £20 per man and per vehicle per hour plus VAT. We offer a Waiting Charge Waiver for a fee equivalent to 7.5% of the total removal charge. If the Waiting Charge Waiver is accepted and paid for at least 24 hours prior to the removal commencing, all waiting charges will be waived for a maximum of three hours.

7. Payment.

7.1 Unless otherwise agreed by us in writing, payment is required in full by cleared funds at the time of booking the removal or storage period. In default of such payment we reserve the right to refuse to commence removal or storage until such payment is received.

7.2 You may not withhold any part of the agreed price.

7.3 In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.

8. Our responsibility.

8.1 It is our responsibility to deliver your goods to you, or produce them for your collection, undamaged. By "undamaged" we mean in the same condition as they were in at the time when they were packed or otherwise made ready for transportation and/or storage. 8.2 In the event that we have undertaken to pack the goods, or otherwise make them ready for transportation and/or storage, it is our responsibility to deliver them to you,

or produce them for your collection, undamaged. Again, by "undamaged" we mean in the same condition as they were in immediately prior to being packed/made ready for transportation and/or storage.

8.3 If we fail to discharge the responsibilities identified in clause 8.1 and 8.2, we will, subject to the provisions of clauses 9, 11 and 13, be liable under this agreement to compensate you for such failure. 8.4 We will not be liable to compensate you where clauses 2.2, 3.2, 4.2 apply unless loss or damage occurred as a result of negligence or breach of contract on our part.

8.5 If you do not provide us with a declaration of value of your goods, or if you do not require us to accept standard liability pursuant to clause 9.1 we will not be liable to you for failure to discharge the responsibilities identified in clause 8.1 and 8.2, unless that failure was caused by negligence or breach of contract on our part.

8.6 The amount of our liability under this clause shall be determined in accordance with clauses 9 and 11.

9. Determination of amount of our liability for loss or damage.

9.1. Standard Liability.

9.1.1 If you provide us with a declaration of the value of your goods, and subject to clause 3.1.1, the amount of our liability to you in the event of loss or damage to those goods in breach of clause 8 will be determined by clauses 9.1.2, 9.1.3, 9.1.5 and 11, up to a maximum liability of £25,000 in the event of the total loss of the goods. We may agree to accept liability for a higher amount, in which case we may make an additional charge.

9.1.2 In the event of loss of or damage to your goods in breach of clause 8, our liability to you shall not exceed a sum equivalent to the cost of their repair or replacement whichever is the smaller sum, taking into account the age and condition of the goods immediately prior to their loss or damage, up to the maximum liability of £25,000 referred to in clause 9.1.1 (unless we have agreed a higher amount with you).

9.1.3 Where the lost or damaged item is part of a pair or set, our liability to you, where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set. 9.1.4 In the event of our liability to you representing the full value of an item, we may at our option remove it as salvage. Where items are capable of repair for a sum less than the replacement cost, taking into account the age and condition, the repair cost will be our maximum liability. 9.1.5 In the event of the loss of an owner packed container we will accept a maximum liability of £50.

9.2 Limited Liability. 9.2.1 If You have not provided us with a written valuation prior to the work commencing, or you do not require us to apply the Standard Liability in clause 9.1, then our liability to you will be determined in accordance with Clauses 9.1.3, 9.2.2 and 11. 9.2.2 In the event of loss of or damage to your goods caused by our negligence or breach of contract, our liability to you shall not exceed £40 per item.

9.3 For goods destined to or received from a place outside the UK.

9.3.1 We will only accept Standard Liability if you provide us with a valuation of your goods on the form which we provide. All other provisions of clause 9.1 will apply.

9.3.2 We do not accept liability for loss of or damage to goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract.

9.3.3 Subject to clauses 9.1 and 9.2 above we will accept liability for loss or damage only in the following circumstances: (a) arising from our negligence or breach of contract whilst the goods are in our physical possession, or (b) whilst the goods are in the possession of others if the loss or damage is established to have been caused by our failure to pack the goods to a reasonable standard where we have been contracted to pack the goods that are subject to the claim.

9.4 For the purposes of this agreement, an Item is defined as :-

9.4.1 The entire contents of a box, parcel, package, carton, or similar container; and

9.4.2 Any other object or thing that is moved, handled or stored by us.

10. Damage to Premises or Property other than goods.

10.1 Because third party contractors or others are frequently present at the

time of collection or delivery, it is not always possible to establish who was responsible for loss or damage, therefore our liability is limited as follows:

10.1.1 If we cause damage as a result of moving goods under your express instruction, against our advice, and where moving the goods in the manner instructed is likely to cause damage particularly to vinyl/linoleum flooring, we shall not be liable.

10.1.2 If we cause loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only.

10.1.3 If we are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt as soon as possible after the damage occurs or is discovered or in any event within a reasonable time. This is fundamental to the agreement.

11. Exclusions of liability.

11.1 We shall not be liable for delays or failures to provide the services under this agreement as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, acts of god, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.

11.2 We shall not be liable for loss or damage caused by fire or explosion unless we have been negligent or in breach of contract. It is your responsibility to insure your goods. If you ask us in writing to arrange insurance cover for you we will, provided you declare the full replacement value of your goods and pay the premium in advance.

11.3 Other than as a result of our negligence or breach of contract, we will not be liable for any loss, damage or failure to produce the goods as a result of:

11.3.1 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.

11.3.2 Cleaning, repairing or restoring unless we arrange for the work to be carried out.

11.3.3 Moth or vermin or similar infestation.

11.3.4 Electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.

11.3.5 Charges caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water.

11.3.6 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and/or unpacked by us.

11.3.7 For perishable items and/or those requiring a controlled environment.

11.3.8 For any goods which have a pre-existing defect or are inherently defective.

11.3.9 Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.

11.3.10 For items referred to in clause 4.

11.3.11 We are not held responsible or liable while you are either in the front or behind any of our vehicles as well as any goods you are carrying.

11.4 No employee of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this agreement.

11.5 Where goods are handed out from store our liability will cease upon handing over the goods to you or your authorised representative (see clause 13.2 below).

11.6 We will not be liable for any loss or damage caused by us or our employees or agents in circumstances where: (a) there is no breach of this agreement by us or by any of our employees or agents (b) such loss or damage is not a reasonably foreseeable result of any such breach.

12. Delays in transit.

12.1 Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit.

12.2 If through no fault of ours we are unable to deliver your goods, we will take them into store. The agreement will then be fulfilled and any additional services, including storage and delivery, will be at your expense.

12.3 Any transit times quoted by us are estimated and based upon information known to us at the time. Transit times may vary due to a number of factors outside our control including but not limited to changes in sailing or departure dates made by freight/shipping company, changes in the routes used by the freight/shipping company and port congestion. We will advise you of any material changes to the transit times as soon as we become aware. We will not be liable for any loss or damage incurred by you as a result of delays in transit time unless directly attributable to our negligence or breach of contract.

13. Time limit for claims.

13.1 For goods which we deliver, you must notify us in writing of any visible loss, damage or failure to produce any goods at the time of delivery.

13.2 If you or your agent collect the goods, you must notify us in writing of any loss or damage at the time the goods are handed to you or your agent.

13.3 Notwithstanding clauses 7, 9 and 10 we will not be liable for any loss of or damage to the goods unless a claim is notified to us, or to our agent or the company carrying out the collection or delivery of the goods on our behalf, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of delivery of the goods by us.

13.4 The time limit for notifying us of your claim may be extended upon receipt of your written request provided such request is received within seven (7) days of delivery. Consent to such a request will not be unreasonably withheld

13.5 If you fail to make a notification to us of such loss or damage, we will not be liable.

14. Our Right to Hold the Goods (lien).

'Lien' is the legal right of the remover to hold the goods until the customer has paid all outstanding charges. We shall have the right to withhold and ultimately dispose of some or all of the goods if you fail to pay the charges and any other payments due under this or any other agreement. (see also clause 17). These include any charges that we have paid out on your behalf. While we hold the goods, you will be liable to pay all storage charges and other costs (including legal costs) reasonably incurred by us in recovering our charges and applying our right of lien. These terms and conditions shall continue to apply.

15. Our Right to Sub-Contract the work.

15.1 We reserve the right to sub-contract some or all of the work.

15.2 If we sub-contract, then these conditions will still apply.

16. Route and Method.

16.1 We have the right to choose the method and route by which to carry out the work and the location in respect of storage.

16.2 Unless it has been specifically agreed otherwise in writing in our quotation, other space/volume/capacity on our vehicles and/or the container may be utilised for consignments of other customers.

17. Applicable Law.

Any dispute between us will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts. If you currently reside or are moving to a place outside the jurisdiction of the courts of the United Kingdom, alternative laws or jurisdiction of local courts may apply subject to our written agreement prior to the work or services commencing.

18. Our Right to Sell or Dispose of the Goods.

If payment of our charges relating to your goods is in arrears, and on giving you three months notice, we are entitled to require you to remove your goods from our custody and pay all money due to us. If you fail to pay all outstanding amounts due to us, we may sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance from you.