



The Best Moving & Storage Idea Ever.™

## Terms and Conditions

All work carried out is subject to these Terms and Conditions. Your attention is drawn to Clauses 8, 9 and 10, which determine liability for loss and damage, and Clause 7 regarding Payment Terms.

### 1. Quotations

1.1. The Quotation given is for carrying out the removals service as stated and does not include, (unless otherwise stated in writing) any of the following:

- 1.1.1. Dismantling or reassembling furniture, equipment, sheds, etc.
- 1.1.2. Taking up or laying floor coverings
- 1.1.3. Disconnecting or reconnecting appliances and fixtures
- 1.1.4. Parking fees
- 1.1.5. Custom duties, port charges or other fees payable to government bodies or agencies.
- 1.2. Unless already agreed, extra charges may also be applied if;
  - 1.2.1. The work is carried out on a Saturday, Sunday, Public Holiday or outside the hours of 08:00 – 17:00 at your request.
  - 1.2.2. The work does not commence within 3 months of the acceptance.
  - 1.2.3. We are required to move goods at your request, above the ground floor or first upper floor.
  - 1.2.4. We supply, at your request any additional services, including moving extra goods or increasing our liability as described in Clause 8.
  - 1.2.5. You request collection or access to your goods while in storage.
  - 1.2.6. The price included redelivery from storage and the redelivery does not commence within 6 months of the quotation.
  - 1.2.7. Restrictions to access prevent the free movement of goods without mechanical equipment or alterations.
  - 1.2.8. Restrictions to access prevent the unloading/loading of goods within 20 metres of the doorway.
  - 1.2.9. There are delays or events outside our reasonable control that increase the resources and/or time required to carry out the work.

### 2. Excluded Goods

- 2.1. The following items must not be submitted for removal or storage and will not be moved by us.
  - 2.1.1. Stolen goods, drugs, highly flammable or explosive materials/items, (including petrol, gas bottles, aerosols, paints and ammunition).
  - 2.1.2. Jewellery, precious metals or stones, money, bonds, deeds, securities, coins, stamps or goods or collections of a similar kind, (unless agreed in writing).
  - 2.1.3. Goods that can encourage vermin or cause infestation or contamination.
  - 2.1.4. Goods which are hazardous to health.
  - 2.1.5. Perishable goods and/or goods requiring a controlled environment.
  - 2.1.6. Animals or plants. Note: Special provision may be made for plants but must be agreed in writing.
  - 2.1.7. Goods that are prohibited by law or require special licence or permits for import or export.
- 2.2. If such goods are submitted without our knowledge, we will make them available for you to collect. If they are not collected within a reasonable time, we will apply for an appropriate court order to dispose of the goods, at your expense.
- 2.3. We accept no liability for loss or damage to excluded goods, as detailed in this Clause 2, unless we have been negligent or are in breach of contract.

### 3. Your Responsibility

- 3.1. You agree that we will not be liable for any loss or damage resulting directly from your failure to discharge your responsibilities.
- 3.2. You agree to advise us in writing of the value of the goods to be removed and/or stored.
- 3.3. It is your responsibility to pay any parking charges incurred by us in carrying out the work and to obtain and pay for all documents, permits and licences required for the work to be completed.

- 3.4. You agree to prepare all appliances for removal, including defrosting and emptying refrigerators and freezers, emptying all fluids from appliances and equipment, (including hoses, washing machines, dishwashers, etc.) and ensuring there is no residual fuel in petrol driven garden, (or other) equipment.
- 3.5. You or your representative must be present throughout the collection and delivery of the removal.
- 3.6. You must ensure that all inventories, job sheets, receipts and other necessary documents are signed by you or your representative.
- 3.7. You are responsible for ensuring that nothing that should be removed is left behind and nothing is taken away in error.
- 3.8. You are responsible for the protection of goods left unattended or where workmen, other tenants, (or any other third parties) may be present.
- 3.9. You agree to provide us with an up to date contact address and telephone number for the duration of your removal and/or storage.
- 3.10. Where we provide a list of goods or a receipt and send it to you, it is your responsibility to notify us of any inaccuracy within 10 working days. If no such notification is received by us, the list of goods is deemed to be accepted by you as accurate.
- 3.11. In regard to storage, if you wish to terminate your storage agreement, you must give us 10 working days' notice.

### 4. Our Responsibility

- 4.1. For the purposes of this document, "undamaged" means in the same condition as before our work commenced.
- 4.2. It is our responsibility to deliver your goods to you, or produce them for collection, undamaged.
- 4.3. If we fail to deliver your goods undamaged, we will compensate you according to Clause 8.
- 4.4. We will not be liable to compensate you unless we have been negligent or are in breach of contract.
- 4.5. We will be responsible for any parking fines incurred by us in carrying out this work, unless the fines are a result of your negligence under clause 3.3 of this agreement.
- 4.6. It is our responsibility to provide the staff, vehicle(s) and equipment that are fit for the purpose of carrying out the work as agreed.

### 5. Ownership of Goods

- 5.1. You agree that the goods to be removed and/or stored are your property or you have the full authority of the owner to enter this agreement.
- 5.2. If ownership of the goods changes while this agreement is in place, you agree to notify us in writing immediately.

### 6. Postponement or Cancellation

- 6.1. We reserve the right to charge a postponement or cancellation fee according to how much notice is given. As follows;
  - 6.1.1. More than 10 days before the work was due to start, no charge.
  - 6.1.2. Between 5 and 10 working days before the move is due to start, up 25% of the removal charge.
  - 6.1.3. Five working days or less before the work was due to start: Up to 50% of the removal charge.
  - 6.1.4. Within 48 hours of the agreed time that the work was due to start: up to 100% of the removal charge.
- 6.2. If we cancel your move, you will be refunded in full.
  - 6.2.1. If we cancel on the day of the move, we will refund all monies paid plus 20% of the cost of the move on our quote.

### 7. Payment Terms & Revision of Storage Charges

- 7.1. Payment is required in full, by cleared funds before the removal/storage commences.
- 7.2. We reserve the right to refuse to commence work until full payment has been received.





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7.3. Where sums are overdue to us, we reserve the right to charge interest on a daily basis, calculated at 4% per annum above the current base rate of the Bank of England.

7.4. Storage charges are reviewed periodically and you will be given 30 days written notice of any increases.

7.5. Storage charges and agreed additional charges must be paid by Credit/Debit Card and will automatically be collected using the Credit/Debit Card details provided, when they become due.

### 8. Liability and Insurance

#### 8.1. Standard Liability

8.1.1. If you advise us of the value of your goods prior to work commencing, our liability in the event of loss or damage will be determined up to a maximum of the declared value.

8.1.2. A higher value may be agreed in writing before commencement of work and may incur an additional charge.

8.1.3. In the event of loss or damage to your goods, our liability to you shall not exceed a sum equivalent to the repair or replacement of those goods, whichever is the lowest sum, up to a maximum of the declared value.

8.1.4. Where an item is part of a pair or set, our liability to you is assessed as the cost of that item in isolation and not the cost of the item as part of a pair or set.

8.1.5 In the event of loss or damage to a loose item not packed by us, so as not to be adequately protected for the rigours of transit the maximum liability we will accept for the item is £40.00.

#### 8.2. Limited Liability

8.2.1. If you have not provided us with a written valuation prior to work commencing, or you do not require us to apply Standard Liability, then our liability to you shall not exceed £40.00 per item.

8.2.2. An item is defined as the entire contents of a box, carton or other container and any other object moved by us.

#### 8.3. For goods destined to or received from overseas

8.3.1. We will not be liable for loss or damage to goods which are seized, confiscated, removed or damaged by Customs Authorities or other Government Agencies, unless we have been negligent or in breach of contract.

8.3.2. We do not accept liability for loss or damage to goods in certain overseas countries. We will advise you at the time of quotation if this exclusion applies.

### 9. Damage to Premises

9.1. If we cause, (through our negligence) damage to premises or property other than goods for removal, our liability shall be limited to repairing the damaged area only.

9.2. If such damage is caused as a result of moving goods under your express instruction, against our advice, we will not be liable.

9.3. If we are responsible for causing damage to premises or property, other than goods for removal, you must notify us immediately or within a reasonable time.

### 10. Exclusions of Liability

10.1. We will not be liable for loss, damage, delays or failure to provide the service under this agreement as a result of war, hostilities, civil war, terrorism, rebellion or any similar hostile activities, adverse weather, third party industrial action, rescheduled sailing, departure or arrival times, port congestion or other such events outside our reasonable control.

10.2. We will not be liable for damage caused by natural deterioration, leakage or evaporation, perishable or unstable goods, (such as those left inside appliances) vermin, insects or similar infestation, unless we have been negligent or in breach of contract.

10.3. Unless we arranged for the work to be carried out, we will not be liable for damage due to cleaning, repairing or restoration.

10.4. Unless caused by ingress of water due to our negligence, we will not be liable for damage caused by changes in atmospheric conditions, such as rust and mould.

10.5. No employee of ours shall be separately liable to you for any loss or damage under this agreement.

10.6. Our liability will cease upon handing over the goods or upon completion of delivery.

### 11. Time Limit for Claims

11.1. 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 over to you or your agent.

11.2. We will not be liable for any loss or damage unless we have been notified immediately, where possible, or within 7 days of the delivery by us, or collection by you.

11.3. This notification period may be extended if requested in writing.

### 12. Route, Method and Delays in Transit

12.1. We will not be liable for delays in transit unless we breach contract or have been negligent.

12.2. If through no fault of ours, we are unable to deliver your goods, we will take them into storage and additional services, (storage and delivery) will be at your expense.

12.3. We have the right to choose the route.

12.4. Unless agreed otherwise in writing, we have the right to utilize other space in the vehicle for other customers' consignments.

12.5. We have the right to sub-contract some or all of the work. These conditions will still apply.

### 13. Our Right To Hold Goods (Lien)

13.1. We have the legal right to hold goods until full payment has been received by us. This includes any additional charges such as legal fees and payments made by us on your behalf.

13.2. If storage payments are in arrears, after giving you three months' notice to pay in full and remove your goods, we have the right to sell or dispose of your goods as we see fit.

13.3. The cost of the disposal of the goods will be charged to you.

13.4. Monies raised from the sale of the goods will be credited to your overdue account.

13.5. If the account is fully paid from monies raised by the sale of your goods, the surplus will be paid to you, without interest.

13.6. If the outstanding balance is not fully paid from the sale of your goods, we will pursue you for the remaining amount.