

TERMS AND CONDITIONS of CONTRACT

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 8, 9, 10, and 11 which limit our liability and you should therefore consider specialist insurance to cover your goods or premises. We are able to provide such insurance on your behalf under our master policy. Insurance will form a separate Agreement to these Terms and Conditions.

1. Our Quotation

- 1.1 Our quotation, unless otherwise stated, does not include insurance, customs duties and inspections or any other fees or taxes payable to government bodies.
- 1.2 We may change the price or make additional charges if circumstances are found to apply which have not been taken into account when preparing our quotation and confirmed by us in writing. These include:
 - 1.2.1 You do not accept our quotation in writing within 28 days, or the work is not carried out or completed within three months.
 - 1.2.2 Our costs change because of currency fluctuations or changes in taxation or freight charges beyond our control.
 - 1.2.3 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00-18.00hrs) at your request.
 - 1.2.4 We have to collect or deliver goods at your request above the ground floor and first upper floor.
 - 1.2.5 If you collect some or all of the goods from our warehouse, we are entitled to make a charge for handing them over.
 - 1.2.6 We supply any additional services, including moving or storing extra goods (these conditions apply to such work).
 - 1.2.7 The 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 and/or unload within 20 metres of the doorway.
 - 1.2.8 We have to pay parking or other fees or charges in order to carry out services on your behalf.
 - 1.2.9 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
 - 1.2.10 We agree in writing to increase our limit of liability set out in Clause 8.1.
- 1.3 In any such circumstances, adjusted charges may apply and become payable.

2. Work not included in the quotation

- 2.1 Unless agreed by us in writing, we will not:
 - 2.1.1 Dismantle or assemble unit or system furniture (flat-pack), fittings or fittings.
 - 2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
 - 2.1.3 Take up or lay fitted floor coverings.
 - 2.1.4 Move items from a loft, unless properly lit and floored and safe access is provided.
 - 2.1.5 Move or store any items excluded under Clause 4.
- 2.2 Our staff are not authorized or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services.

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 8.1 and 8.2 will be reduced to reflect the proportion that your declared value bears to their actual value.
 - 3.1.2 **Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks as our liability is limited under clauses 8.1 and 8.2.**
 - 3.1.3 Obtain at your own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.
 - 3.1.4 Be present or represented during the collection and delivery of the removal.
 - 3.1.5 Ensure authorized signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of goods.
 - 3.1.6 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
 - 3.1.7 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen 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, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
 - 3.1.10 Provide us with a contact address for correspondence during removal transit and/or storage of goods.
- 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 authorized company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by us. The items listed under (4.1.1) below may present risks to health and safety and of fire. Items listed under (4.1.2) to (4.1.6) below carry other risks and you should make your own arrangements for their transport and storage.

- 4.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
 - 4.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.
 - 4.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
 - 4.1.4 Perishable items and/or those requiring a controlled environment.
 - 4.1.5 Any animals, birds or fish.
 - 4.1.6 Goods which require special licence or government permission for export or import.
- 4.2 If we do agree to remove such goods, we will not accept liability for loss or damage unless we are negligent or in breach of contract, in which case all these conditions will apply. 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 will apply for an appropriate court order to dispose of any such goods found in the consignment without notice. You will furthermore pay to us any charges, expenses, damages, legal costs or penalties incurred by us.

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
 - 5.1.2 The person(s) who own or have an interest in them have given you authority to make this contract and have been made aware of these conditions.
 - 5.1.3 You will pay us for any claim for damages and/or costs brought against us if either warranty (5.1.1) or (5.1.2) is not true.

6. Charges if you postpone or cancel the removal

- 6.1 If you postpone or cancel this Agreement, we will charge you according to how much notice is given. "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 inclusive 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.

7. Payment

- 7.1 Unless otherwise agreed by us in writing:
 - 7.1.1 Payment is required by cleared funds in advance of the removal or storage period.
 - 7.1.2 You may not withhold any part of the agreed price.
 - 7.1.3 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 liability for loss or damage

- 8.1 Our liability for loss or damage is limited, as set out in clause 8.1.1 below. Alternatively, you may request us to increase our liability, as set out in clause 8.1.2 below:
 - 8.1.1 In the event of our negligence or breach of contract resulting in loss of or damage to your goods, we will pay a sum equivalent to the cost of their repair or replacement whichever is the smaller sum up to a maximum of £40 for any one item (see below), or
 - 8.1.2 Prior to the commencement of work and subject to our having received your itemized valued inventory (see 3(3.1.1)) we may agree to increase our liability, for an additional charge. We will not unreasonably withhold consent to such a request. This is not insurance cover and you are strongly advised to accept the insurance offered in our quotation, or if arranging insurance cover yourself, you are advised to show this contract to your insurance company.
- 8.2 For goods destined to, or received from a place outside the United Kingdom
 - 8.2.1 We will accept liability for loss or damage
 - (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.In either circumstance clause 8.1.1 and 8.1.2 above will apply.
 - 8.2.2 Where we engage an international transport operator, shipping company or airline to convey your goods to the place, port or airport of destination, we do so on your behalf and subject to the terms and conditions set out by that carrier.
 - 8.2.3 If the carrying vessel/conveyance, should for reasons beyond the carrier's control, fail to deliver the goods, or route them to a place other than the original destination, you have limited recourse against the carrier, and may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit insurance cover.