

## The boring (but important!) Terms and Conditions

These conditions set out the terms of the contract between the Removal and/or Storage Contractor (“the Contractor”) and you (“the Customer”) and explain your rights and obligations and responsibilities and those of the Contractor. All bookings are subject to our Term's and Condition's.

### 1. Interpretation

1.1 Any reference in these conditions to “we” or “us” is a reference to the Contractor.

1.2 Any reference in these conditions to “you” is a reference to the Customer.

1.3 “Goods” means the goods being removed and/or stored.

### 2. Quotations

2.1 Quotations are subject to Value Added Tax but do not include any other customs duties levies or fees payable to government or other statutory bodies and all such duties or fees (if any) will be payable by you in addition to the quoted price.

2.2 Although we quote a fixed price we reserve the right to amend it or make additional charges if any of the following have not been taken into account when preparing the quotation:-

2.2.1 If due to any circumstances outside our control the work is not carried out or completed within three months of the quotation date.

2.2.2 Our costs increase as a result of currency fluctuations or changes in taxation or freight charges beyond our control.

2.2.3 We have to collect or deliver Goods above the first upper floor.

2.2.4 We supply any additional services.

2.2.5 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.

2.2.6 Access to the collection or delivery point is inadequate or the approach is unsuitable for our vehicles.

2.2.7 Any parking or other fees or charges that we have to incur and pay in order to carry out the services you require. In all these circumstances you will be responsible for the extra charges.

2.3 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 until you have our written confirmation that we can move your Goods on your required date. We will send our written confirmation by email within one working day of our receipt of your acceptance of our quotation.

### 3. Work excluded from our quotations

Unless previously agreed in writing we will not:-

3.1 Dismantle or assemble unit-furniture (flat-pack), fittings or fitments (and in any event these works will not be covered by any insurance provided.)

3.2 Disconnect or reconnect appliances, fittings or equipment.

3.3 Remove or lay fitted floor coverings.

3.4 Take down or re-hang curtains, blinds or other window coverings.

3.5 Move night storage heaters unless they are dismantled.

3.6 Move or store any items excluded under Clause 4.

3.7 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

The following items are specifically excluded from this contract and will not be removed:-

4.1 Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, or goods or collections of a similar kind.

4.2 Potentially dangerous, damaging or explosive items.

4.3 Goods likely to encourage vermin or other pests or to cause infection.

4.4 Refrigerated or frozen food or drink.

4.5 Any animals and their cages or tanks including pets, birds or fish.

4.6 Cars, boats and caravans.

4.7 Furs, perfumery, wines, spirits, tobacco, cigars, cigarettes, foodstuffs, perishable goods or any kind of explosives.

Such goods will not be removed by us except without prior written agreement. 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 or that of 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 notice) any such goods which are listed under paragraphs 4.2, 4.3, 4.4, 4.5, & 4.7.

4.8 Breakage of owner packed property unless the box or container shows signs of external damage

#### 5. Customer's responsibility

It is your sole responsibility to:-

5.1 Declare to us the proper value of the Goods.

5.2 Obtain at your expense 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.

5.3.5 The customer must be present for the quotation visit. If the customer is not present or is represented by a friend, family member or neighbour then the quotation will be classed as an estimate until the customer is present.

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

Other than by reason of our negligence we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

5.5 Any claims made through our insurers are subject to the excess being paid by the client. (Public Liability and Goods In Transit)

## 6. Ownership of the goods

By entering into this contract you confirm to us that:-

6.1 The Goods 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.

You will be responsible to pay for any claim for damages and/or costs against either of the above if this proves to be untrue.

## 7. Postponements/Cancellations

6.2 If you postpone or cancel this contract we may charge according to how much notice you provide prior to the agreed removal date:-

Between: 5 days: 50% of the total removal charges.

Less than 48 hours: 100% of the total removal charges.

7.2 Condition 7.1 will not apply if you elect to take any removal postponement/cancellation protection waiver for which we have quoted.

## 8. Payment of Removal Charges

Unless you have our written agreement to the contrary you must pay our charges so we have cleared funds prior to the delivery of your goods. Unless we agree otherwise, you may not withhold any part of the agreed price. Interest at 2% per month calculated on a daily basis, is charged on all overdue accounts.

We reserve the right to terminate this contract if payment is not received before the removal date, and not to carry out any services quoted for. Failure to comply with our payment terms will also mean that the Goods are not insured.

## 9. Our liability for loss or damage (Insurance)

### 9.1 Restricted liability (Insurance)

9.1.1 We are covered by an 'All Risks' goods in transit furniture removal insurance policy underwritten by Towergate Insurance. The policy limit is £20'000 one vehicle and £10'000 one vehicle.

9.1.1a A valued inventory must be completed and signed by the customer if you feel your furniture and belonging value is over £20'000. Please see value inventory document below for details of the Cover 1 and Cover 2 policies.

9.1.1b The policy excess is £250.00 which is payable by the customer in the case of a claim.

9.1.1c Customers are free to arrange their own furniture removal insurance and would be subject to their insurers T's and C's.

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

9.1.3 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:

9.1.4 Fire howsoever caused.

9.1.5 War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, act of God, industrial action or other such events outside our reasonable control.

9.1.6 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.

9.1.7 Cleaning, repairing or restoring unless we did the work.

9.1.8 Moth or vermin or similar infestation.

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

9.1.10 Additionally we will not be liable for any loss of or damage to:

9.1.11 Any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by us.

9.1.12 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a similar kind, unless you have previously given us full information including value, and we have confirmed in writing that we will accept responsibility

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

9.1.14 Animals and their cages or tanks including pets, birds or fish.

9.1.15 Plants.

9.1.16 Refrigerated or frozen food or drink.

9.1.17 Other than because of our negligence, we will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage, or failure to deliver the goods.

## 9.2 Regular Liability

9.2.1 If you provide us with a declaration of the value of your goods and you agree to pay an additional charge the amount of our liability to you will be as follows:

9.2.1.1 In the event of loss or damage caused by our negligence or breach of contract, our liability to you will be assessed as a sum equivalent to the cost of their repair or replacement, taking into account the age and condition of the goods immediately prior to their loss or damage but subject to a maximum liability of £30,000 (unless we have agreed a higher amount with you).

9.2.1.2 Where the lost or damaged item is part of a pair or a set, our liability to you, where it is assessed to be the cost of replacement of that item, it 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.

9.3 Any liability under clause 9.1 or 9.2 above is expressly subject to all or any other applicable exclusions set out elsewhere in this agreement

#### 10. Delays in transit

10.1 Unless we give a specifically agreed written timescale then arrival and departure times are an estimate only.

10.2 If we do not keep to an agreed written time scale 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. If through no fault of ours we are unable to deliver your goods, we will take them into store. This contract will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

#### 11. Damage to premises

We shall only be liable for damage to premises caused by our negligence. Any damages to premises must be noted on the delivery receipt and confirmed in writing to us within seven days unless you request a reasonable extension which we agree in writing.

#### 12. Time limits for claims

We will not be liable for any loss or damage to any goods unless any claim for loss or damage is notified to us in writing WITHIN SEVEN DAYS (this is a requirement of insurers) of either their collection by you or delivery by us to their destination, unless you request a reasonable extension which we agree in writing.

#### 13. Our rights to withhold or dispose of goods

We have a legal right to withhold or (subject to complying with the notice procedure in condition 16.6) ultimately dispose of some or all of 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 payment you will be liable to pay all storage charges and other costs incurred as a result of our withholding your goods and these terms and conditions will continue to apply.

#### 14. Whole agreement

These Terms and Conditions together with our quotation are intended to form the whole agreement between us and to prevail over any verbal discussions. Should we mutually agree to any variation of these terms such variation should be confirmed in writing. Any variation however agreed shall never invalidate the remainder of these Terms and Conditions.

#### 15. Jurisdiction

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

16. During icy, snowy & wintry conditions it is the customer's responsibility to ensure that all driveways, garden paths and all routes to be taken by our removal crew are safe and clear of all snow and ice for our vehicles and removal crews. If our crew feel these areas are not safe and suitable or there is a risk of our vehicles getting stranded, we



reserve the right to apply rock salt or grit to these areas to make them safe and suitable to carry out the removal. Customers will be charged £35.00 plus VAT for this service.