

# Terms and Conditions

## 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.

## 1 Our Quotation

- 1.1. Our quotation, unless otherwise stated, does not include customs duties and inspections or any other fees or taxes payable to government bodies. It does include us accepting liability for your goods, subject to clauses 2.2, 3.2, 5.2, 5.3 and the provisions of Clauses 4, 9, 10, 11 and 12.
- 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. 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. If you collect some or all of the goods from our storage, we reserve the right to charge if we have to help with this.
  - 1.2.4. We supply any additional services, including moving or storing extra goods (these conditions apply to such work).
  - 1.2.5. 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 30 metres of the doorway.
  - 1.2.6. We have to pay parking or other fees or charges in order to carry out services on your behalf.
  - 1.2.7. There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
  - 1.2.8. We agree in writing to increase our limit of liability set out in clause 9.1.1.
- 1.3. In any such circumstances, adjusted charges will apply and become payable.

## 2 Work Not Included in the Quotation

- 2.1. Unless agreed by us in writing or by your quoter, we will not:
  - 2.1.1. Dismantle or assemble unit or system furniture (flat-pack), fittings or fittings.
  - 2.1.2. Dismantle or re-assemble appliances, fixtures, fittings or equipment.
  - 2.1.3. Dismantling or re-assemble of garden furniture, wardrobes, gym equipment, sheds, greenhouses, garden shelters, outdoor play equipment, satellite dishes or moving paving slabs, ovens, planters and the like.
- 2.1.4. Take up or lay fitted floor coverings.
- 2.1.5. Move items from a loft, unless properly lit and floored and safe access is provided.
- 2.1.6. Move or store any items excluded under Clause 5.
- 2.2. The movement of any items which our staff reasonably believe they cannot move safely, whether due to its nature or position. Our staff are not authorised 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 estimated 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. Be present either personally, or through an authorised representative, during the collection and delivery of the removal.
  - 3.1.4. Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error – We recommend labelling items you wish not to be moved.
- 3.1.5. 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.
- 3.1.6. Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents. Unless agreed with your quoter, you may leave some freezer contents in the freezer.
- 3.1.7. 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 Our Responsibility

- 4.1. 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.
- 4.2. 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.
- 4.3. If we fail to discharge the responsibilities identified in clause 4.1 and 4.2, we will, subject to the provisions of clauses 9, 11 and 12, be liable under this agreement to compensate you for such failure.
- 4.4. We will not be liable to compensate you where clauses 2.2, 3.2, 5.2 and 5.3 apply unless loss or damage occurred as a result of negligence or breach of contract on our part.
- 4.5. 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 4.1 and 4.2, unless that failure was caused by negligence or breach of contract on our part.
- 4.6. The amount of our liability under this clause shall be determined in accordance with clauses 9 and 11.

## 5 Goods Not to be Submitted for Removal or Storage

- 5.1. 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 circumstances be moved or stored by us. The items listed under 5.1.1 below may present risks to health and safety and of fire. Items listed under 5.1.2 to 5.1.6 below carry other risks and you should make your own arrangements for their transport and storage.
  - 5.1.1. Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, firearms and ammunition. (We can move/store paint and aerosols as long as the paint is securely shut and there is no possibility of aerosols leaking, we require that these are stored in large plastic tubs with lids provided by you).
  - 5.1.2. Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.
  - 5.1.3. Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
  - 5.1.4. Perishable items and/or those requiring a controlled environment.
  - 5.1.5. Any animals, birds or fish.

- 5.1.6. Goods which require special licence or government permission for export or import.
- 5.2. 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.
- 5.3. 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.
- 6 Ownership of The Goods**
- 6.1. By entering into this Agreement, you guarantee that:
- 6.1.1. The goods to be removed and/or stored are your own property, or
- 6.1.2. 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.
- 6.1.3. You will pay us for any claim for damages and/or costs brought against us if either warranty 6.1.1 or 6.1.2 is not true.
- 7. Charges if you Postpone or Cancel the Removal**
- 7.1. If you postpone or cancel this Agreement, we will charge you according to how much notice is given.
- 7.1.1. More than 7 days before the removal was due to start - No charge will apply.
- 7.1.2. Less than 7 days prior to your removal date - The deposit shall be forfeited.
- 7.1.3. Within 48 hours of the removal date - Full payment shall be payable and non-refundable.
- 8 Payment**
- 8.1. Unless otherwise agreed by us in writing:
- 8.1.1. Payment is required by cleared funds 48 hours before the removal or storage period. A deposit is required to secure your booking.
- 8.1.2. You may not withhold any part of the agreed price.
- 8.1.3. In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 5% per annum above the prevailing base rate for the time being of the Bank of England.
- 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 4 will be determined in accordance with Clauses 9.1.2, 9.1.3 and 11 below, subject to a maximum liability of £20,000. 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 4, our liability to you is to be assessed as 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, and subject to the maximum liability of £20,000 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.
- 9.2. Limited Liability
- 9.2.1. If you do not provide us with a declaration of value, or if you do not require us to accept Standard Liability pursuant to clause 9.1, then our liability to you is to 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 negligence or breach of contract on our part, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement, taking into account their age and condition immediately prior to their loss or damage, subject to a maximum liability of £40 per item. Your attention is drawn to clause 11.1 which applies to Limited Liability.
- 9.3. An item is defined as:
- 9.3.1. The entire contents of a box, parcel, package, carton, or similar container; and
- 9.3.2. 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 are frequently present at the time of collection or delivery our liability for loss or damage is limited as follows:
- 10.1.1. 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.
- 10.1.2. If we cause damage as a result of moving goods under your express instruction, against our advice, and where to move the goods in the manner instructed is likely to cause damage, we shall not be liable.
- 10.1.3. Due to the nature of moving large and heavy items through confined or restricted spaces, we do not accept liability for any marks, scrapes, dents, or chips to walls, floors, doors, frames, staircases, or other parts of the property. Such cosmetic damage is considered a risk inherent in the removal process.
- 11 Exclusions of Liability**
- 11.1. In respect of Limited Liability, we will not be liable for loss of or damage to your goods as a result of fire or explosion howsoever that fire or explosion was caused, unless we have been negligent or in breach of contract.
- 11.2. In respect of Standard Liability and Limited Liability, other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the following goods:
- 11.2.1. Bonds, securities, stamps of all kinds, manuscripts or other documents or electronically held data records, mobile telephones.
- 11.2.2. Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
- 11.2.3. Perishable items and/or those requiring a controlled environment.
- 11.2.5. Any animals, birds or fish.
- 11.3. In respect of Standard Liability and Limited Liability, other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the goods if caused by any of the following circumstances:
- 11.3.1. By 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.
- 11.3.2. Loss or damage arising from ionising radiations or radioactive contamination.
- 11.3.3. Loss or damage arising from chemical, biological, bio-chemical, electromagnetic weapons and cyber-attack.
- 11.3.4. Indirect or consequential loss of any kind or description.
- 11.3.5. By 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.
- 11.3.6. By vermin, moth, insects and similar infestation, damp, mould, mildew or rust.
- 11.3.7. By cleaning, repairing or restoring unless we arranged for the work to be carried out.
- 11.3.8. By change to atmospheric or climatic conditions.
- 11.3.9. For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by us.
- 11.3.10. Loss of or damage to china, glassware and fragile items unless they have been both professionally packed and unpacked by us or our Subcontractor. In the event of an accident involving an owner packed container where damage would have occurred irrespective of the quality of the packing, then our liability is limited to £100 or its actual value whichever is less.
- 11.3.11. For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
- 11.3.12. Loss or damage of motor vehicles caused by scratching, denting and marring unless you obtain from us a pre-collection condition report.
- 11.3.13. Loss or damage to a vehicle whilst being driven or for the purpose of being driven under its own power other than for the purpose

of loading onto or unloading from the carrying conveyance or container. Loss or damage sustained by accessories and removable items unless lost with the vehicle.

- 11.3.14. For any goods which have a pre-existing defect or are inherently defective.
- 11.4. No employee of ours shall be separately liable to you for any loss, damage, misdelivery, errors or omissions under the terms of this Agreement.
- 11.5. Our liability will cease upon handing over goods from our warehouse or upon completion of delivery (see Clause 12.2 below)
- 11.6. In regards to Grandfather clocks, long-case clocks & pianos we are not responsible for any tuning after being moved.

## **12 Time Limit for Claims**

- 12.1. 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.
- 12.2. 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.
- 12.3. Notwithstanding clauses 9, 10 and 11 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.
- 12.4. 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 Delays in Transit**

- 13.1. Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit.
- 13.2. 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 service(s), including storage and delivery, will be at your expense.

## **14 Our Right to Hold the Goods (lien)**

- 14.1. We shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other Agreement. 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 incurred by our withholding your goods and these terms and conditions shall continue to apply.

## **15 Disputes**

- 15.1. If there is a dispute arising from this agreement which cannot be resolved, subject to the agreement of both parties, either you or we may refer the dispute to an arbitrator appointed by the Chartered Institute of Arbitrators. The cost of any such arbitration will be at the discretion of the arbitrator. This does not prejudice your right to commence court proceedings.

## **16 Force Majeure & Delays Beyond Our Control**

- 16.1. We are not liable for any delay or failure to perform our obligations caused by events beyond our control, including weather, accidents, road closures, vehicle breakdowns, strikes, or delays in property access or key release. If key release or access is delayed beyond 4:00 p.m., we may move goods into temporary storage at our discretion. Any related storage, re-delivery, or additional costs will be the customer's responsibility.

## **17 Applicable Law**

- 17.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **18 Your Forwarding Address**

- 18.1. If you send goods to be stored, you must provide an address for correspondence and notify us if it changes. All correspondence and notices will be considered to have been received by you seven days after sending it to your last address recorded by us.
- 18.2. If you do not provide an address or respond to our correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the goods were removed. Such notice will be considered to have been received by you seven days after the publication date of the newspaper.  
Note: If we are unable to contact you, we will charge you any costs incurred in establishing your whereabouts.

## **19 Revision of Storage Charges**

- 19.1. We review our storage charges periodically. You will be given 2 months' notice in writing of any increases.

## **20 Our Right to Sell or Dispose of the Goods**

- 20.1. If payment of our charges relating to your goods is in arrears, and on giving you 3 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.

## **21 Termination**

- 21.1. If payments are up to date, we will not end this contract except by giving you 3 months' notice in writing. If you wish to terminate your storage contract, you must give us at least 14 days' notice. If we can release the goods earlier, we will do so, provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

## **22 Using Your Personal Information**

- 22.1. We collect information about you to be able to provide you with our removal and/or storage services. This information includes your personal data ("your data"), and we process your data in accordance with the General Data Protection Regulation and all associated laws. Your data will be used for the purposes of providing you with our removal and/or storage services, processing payments, communicating with you, and generally maintaining your account with us to comply with our legal obligations and our legitimate business interests.  
We may share your data with, and obtain information about you from, credit reference or fraud prevention agencies (including Police, Counter Terrorism and Customs and Excise) or any trade association that we may be a member of from time to time. If your goods suffer loss or damage during the removal and/or storage contract then we may also pass your details on to our insurers for the purposes of processing any claim.

We will release your data and other account details at any time if we consider in our sole discretion that such release is appropriate to comply with the law, to enforce these terms and conditions or for fraud protection, crime prevention and/or detection purposes or to protect the safety of any person.

If we sell or buy any business or assets, we may disclose your data and account details to the prospective seller or buyer of such business or assets. If our business or substantially all of our assets are acquired by a third party, your data and account details will be one of the transferred assets.

You have the right to request a copy of the information that we hold about you, to request that inaccurate data is rectified, to restrict how data is used and in certain circumstances to have data deleted. Please e-mail or write to us at the address provided on these terms and conditions should you wish to request for any of the above to be actioned.

## RECOMMENDED BY

