

REMOVAL TERMS AND CONDITIONS

WE LIMIT OR EXCLUDE OUR LIABILITY FOR LOSS AND DAMAGE. YOU SHOULD ARRANGE INSURANCE TO COVER YOUR GOODS. WE ARE ABLE TO ARRANGE INSURANCE FOR YOU UPON REQUEST. THIS INSURANCE WILL FORM A SEPERATE CONTRACT AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

1. Our Quotation

- 1.1 The Quotation given s for carrying out the removal services as stated and does not include (unless agreed in writing) any of the following:
 - 1.1.1 Dismantling or reassembling of furniture of any kind, Equipment, Sheds etc.
 - 1.1.2 Taking up or laying floor coverings
 - 1.1.3 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings
 - 1.1.4 Parking Fees
 - 1.1.5 Customs Duties, Port Charges or other fees payable to government bodies or agencies.
- 1.2 Unless agreed, extra charges may also be applied if:
 - 1.2.1 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00-17.00hrs) 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, upon 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 your goods while in storage.
 - 1.2.6 The price including redelivery from store and the re-delivery from store has not taken place within six months of the quotation.
 - 1.2.7 Restrictions to access prevent free movement of goods without mechanical equipment or alterations
 - 1.2.8 Restrictions to access prevent the unloading or 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 &/or time required to carry out the work.

2. Excluded Goods

- 2.1 The following items must not be submitted for removals or storage and will not be moved by us.
 - 2.1.1 Stolen Goods, Drugs, Highly flammable or explosive materials / items, including Pertol, Gas Bottles, Aerosols, Paints or Ammunition.
 - 2.1.2 Jewellery, Watches, Precious Stones, Money, Coins, Bullion, Deeds, Bonds, Securities and Stamps or goods or collections of all kinds
 - 2.1.3 Goods that encourage vermin or cause infestation or contamination
 - 2.1.4 Goods which are hazardous to health.
 - 2.1.5 Perishable Goods &/or goods requiring a controlled environment
 - 2.1.6 Animals or Plants (special provisions 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 / export
- 2.2 If excluded 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 a court order to dispose of the goods at your expense.

3. Your responsibility

- 3.1 It will be your responsibility to:
 - 3.2 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.
 - 3.3 to pay any parking charges incurred by us in carrying out the work and obtain all documents, permits, permissions, licences required for the removal to be completed.
 - 3.4 you agree to prepare all appliances or electronic equipment for removal. Including defrosting and emptying refrigerators and freezers, emptying all fluids from appliances and equipment, (including Hoses, Washing Machines, and Dishwashers etc. And ensuring there is no residual fuel in petrol driven garden (or other) equipment.
 - 3.5 You or a representative must be present throughout the collection and delivery of the removal.
 - 3.6 You must ensure all inventories, Job sheets, Receipts and other necessary documents are signed by you or your representative
 - 3.7 Ensuring that nothing that should be moved is left behind and nothing is removed that was not part of the move.
 - 3.8 For the protection of the goods left unattended or where workmen, other tenants or third parties are present.
 - 3.9 Provide us with a correct and up to date contact address and telephone number during removal transit and/or storage of goods.
 - 3.10 Where we provide a list of your goods or a receipt and send it to you, it is your responsibility to notify us of an inaccuracy within 10 working days. If no inaccuracies are received by you the list of goods is deemed 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 purpose of this document, "undamaged" means in the same condition as before our work commenced.
- 4.2 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 accordingly 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 parking fines incurred by us in carrying out your work, unless the fines are as a result of your negligence under clause 3.3 of this agreement.

4.6 To provide staff, Vehicle(s) and equipment that are fit for the purpose of carrying out the work as agreed.

5. Ownership of the 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 into this contract.

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 you a postponement or cancellation fee according to how much notice is given, as follows:

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 move was due to start: up to 25% of the removal charge.

6.1.3 5 working days 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 your move, we will refund all monies plus 20% of the cost of the move on our quote.

6.3 You can choose to add our Cancellation/Postponement Waiver which is a set fee charged when you book your removal service. It enables you to pay in full to secure your moving date as normal but by paying the added waiver you are entitled to cancel/postpone the move with 1 working days notice on one occasion only with no fees or penalties as above. It covers you if you have to postpone or cancel at short notice and you only lose/pay the waiver charge.

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.

7.3 Where sums 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.

7.4 Storage charges are reviewed periodically and you will be given 30 days' 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 details provided when they become due.

8 Our liability for loss or damage

8.1 We do not know the value of your goods therefore we limit our liability to a fixed limit per item. The amount of liability is reflected in our charges. If you wish Us to increase Our limit of liability per item You agree to pay a higher price for the work.

8.2 Unless agreed in writing if we are negligent or in breach of contract we will pay you up to £40 for each item which is lost or damaged as a direct result of our negligence or our breach of contract.

8.3 For goods destined to, or received from a place outside the United Kingdom:

8.3.1 We will only accept liability for loss or damage

arising from Our negligence or breach of contract whilst the goods are in Our physical possession, or 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.

8.3.2 We do not accept liability for goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless such confiscation, seizure, removal or damage arose directly as a result of Our negligence or breach of contract.

8.3 For the purposes of this Agreement an item is defined as The entire contents of a box, parcel, package, carton, or similar container; and Any other object or thing that is moved, handled or stored by us.

9. Damage to Premises

9.1 If we cause (through our negligence) loss or damage to premises or property other than goods for removal our liability shall be limited to making good the damaged area only. You must notify us immediately of any damages caused.

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

10 Exclusions of liability

10.1 We shall not be liable for loss, damage, 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 Act 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.

10.2 We will not be liable for damage caused by wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. (Such as those left inside appliances), Vermin Insects or similar infestation, unless we are negligent or in breach of contract

10.3 Cleaning, repairing or restoring unless we arranged for the work to be carried out.

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

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

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

11 Time limits for claims

11.1 If you or your agent collects 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 collected 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 store and additional services (storage and delivery) will be at your expense.

12.3 We have the right to choose the route

12.4 Unless agree 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 the 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 our 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 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 by you, with interest.

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

REMOVALS AND STORAGE INSURANCE

SECTION 1 – Customers' Property

Subject to the Contractor (as named within the accompanying policy schedule) having received specific instructions to insure on behalf of the Customer, this Insurance shall indemnify the Contractor for:

Loss, Destruction or Damage to the Property by an Insured Event (as hereinafter defined). Subject to the Exceptions, Clauses and Conditions contained herein.

This section (Section 1 - Customers' Property) will not be effective should the Contractor operate a Liability based protection model.

CUSTOMERS RIGHTS

Additional conditions apply only where the policy type stated in the schedule is deregulated, by virtue of the Financial Services and Markets Act 2000 as amended by HM Treasury Statutory Instrument 2009 No. 264, or regulated.

a. The Insured shall be the Customer. Subject to the Contractor having received specific instructions to insure on behalf of the Customer, this Insurance shall provide indemnification to the Customer and not as indicated elsewhere herein.

b. It is duly noted and agreed that any act, error or omission on the part of the Contractor(s) or Sub-Contractor(s) shall not prejudice the right of claim by a Customer insured under this insurance, and further that any act, error or omission of a Customer shall not prejudice the right of a claim of any other Customer insured under this insurance.

c. This insurance is placed on an Open Cover arrangement.

INSURED EVENT shall mean:

All Risks of Physical Loss, Destruction or Damage other than hereinafter excepted.

For Self Storage contracts, cover is restricted to actual physical loss destruction or damage by fire, lightning, explosion, earthquake, aircraft or articles dropped therefrom, storm, flood, ingress of water or other liquid substance, moth, insect or vermin from an external cause, theft accompanied by forcible and violent entry to or exit from the building or unit, riot, strike, civil commotion, malicious damage, and impact by vehicles or railway rolling stock.

PROPERTY shall mean:

Customers' Property of every description, for which the Contractor has received specific instructions to insure.

DURATION OF COVER

Other than in respect of the War Clauses contained herein, coverage attaches from the time the property is professionally packed and/or uplifted from the residence or business location of the Insured for the commencement of the transit and continues, including storage if any, until the insured property is professionally delivered to the final destination. If the goods are professionally unpacked coverage is extended to cover the period of professional unpacking provided this takes place within 7 days of delivery.

Cover in respect of war risks applies only whilst the goods are waterborne in accordance with the Institute War Clauses (Cargo).

The policy is extended to include transits to and from and whilst at the premises of Carpet Cleaners, Repairers and Restorers. The policy is also extended to include goods at Auctioneers provided that they are there for the purposes of the Contractor exercising the power of lien as set out in their Trading Conditions.

OPERATIVE CLAUSE

In respect of storage and/or warehousing risks this Insurance is only to pay for loss or damage discovered during the period of this insurance.

In respect of removal, haulage and/or distribution risks this Insurance is only to pay for loss or damage that took place during the currency of this insurance.

EXCLUSIONS APPLICABLE TO SECTION 1 ONLY

No cover is provided for the following:

1. Jewellery, Watches, Precious Stones, Money, Coins, Bullion, Deeds, Bonds, Securities and Stamps of all kinds except whilst in store in a locked safe or strong room
2. Furs, Perfumery, Tobacco, Cigars, Cigarettes, Mobile Phones, Wines, Beers and Spirits not forming part of a household or office removal or storage contract
3. Livestock, Plants, Explosives, Flammables
4. Any other goods which you are not permitted to submit for removal and / or storage under the terms of our trading conditions
5. Loss or damage caused by wear, tear, gradual deterioration (including the deterioration of contents of deep freeze units), inherent vice or latent defect.
6. Loss or damage caused by moth, insect or vermin unless from an external cause.
7. Loss or damage caused by leakage of liquid from a receptacle or container unless packed by the Contractor or his Sub Contractors
8. Mechanical or electrical damage or derangement of any mechanical or electrical goods unless reasonably attributable to physical damage to such items from an external cause, or following fire, flood, collision or overturning of road vehicles or other conveyances.
9. Loss of data records including but not limited to memory sticks, hard drives, CDs, DVDs and the like other than the cost of blank data carrying materials
10. Loss or damage resulting from any work undertaken against the professional advice of the removal crew
11. Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage arising from an Insured Peril.
12. Owner packed effects
 - A. Breakage, scratching, denting, chipping, staining and tearing of owner packed effects unless directly caused by fire or collision or overturning of the transporting conveyance.
 - B. Missing items of owner packed cartons or packages unless an itemised valued list of contents of each carton or package is supplied by the owner prior to commencement of transit.
13. Depreciation following repair or restoration of a damaged item

CONDITIONS APPLICABLE TO SECTION 1 ONLY

1. Time Limits For Claims Notification

All claims must be notified to the contractor whether unpacked or not, within 7 days of delivery of the property or in the case of non-delivery 7 days from when the property would normally be delivered unless a time extension is requested by the customer and agreed by the contractor in writing.

2. Average Clause/Under Insurance

If the property covered thereby shall at the time of loss be collectively of greater value than such sum insured, then the customer shall be considered as being his own insurer for the difference, and shall bear a rateable share of the loss accordingly.

3. Pairs And Sets Clause

Where any items are part of a pair or set, underwriters will only pay for the actual parts which are lost or damaged. No payment will be made for articles that are not lost or damaged.

4. Your Duty to Provide Information

It is your duty to take reasonable care to answer all questions honestly and to the best of your knowledge. Commercial customers must make adequate enquiries within your business to identify and verify that information relevant to the insurance of your goods is disclosed. If you do not, your insurance policy may be cancelled or treated as if it never existed or your claim may be rejected or not paid in full. It is important that all statements you make on all documents are full and accurate. Failure to provide requested information could invalidate your insurance cover and mean that part or all of a claim may not be paid.

5. Basis of Settlement

The settlement of any claim shall be by replacement, repair and/or compensation at Underwriters' option. Where settlement is by repair the work shall be carried out by a Craftsman or firm of skill and experience appropriate to the quality of the damaged item, having regard to current commercial practice.

A. Where the Basis of Settlement is shown in the Schedule as Indemnity Where settlement involves compensation, regard shall be given to the age, quality, degree of use and resulting current market value of the item in question or one of reasonable similarity.

B. Where the Basis of Settlement is shown in the Schedule as "New for Old"

In the event of the total loss or destruction of any article insured under this Insurance, the basis of settlement shall be the cost of replacing the article as new provided that the article is substantially the same as but not better than the original when new.

This basis of settlement shall not apply to household linen and wearing apparel.

C. Document Storage

Where any claim includes loss of or damage to documents settlement shall be limited to the sum insured requested by the Customer and agreed by the Contractor.

Where any claim includes loss of or damage to documents the basis of settlement shall relate to the reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

6. Waterborne Movements

Where part or all of the transit involves a waterborne movement the following clauses and conditions shall apply whilst the consignment is waterborne:-

- Institute Cargo Clauses (A) CL382 1/1/2009
- Institute War Clauses (Cargo) CL385 1/1/2009
- Institute Strikes Clauses (Cargo) CL386 1/1/2009
- 7 days Cancellation Clause (War Risks)
- 7 days Cancellation Clause (Strikes, Riot, Civil Commotion Risks on Shipments to or from anywhere in the World other than United States of America)
- 48 hours Cancellation Clause (Strikes, Riots, Civil Commotion Risks on Shipments to or from United States of America)
- Insolvency Exclusion Amendment Clause JC1982/093

For the purposes of claims for general average contributions and salvage charges recoverable hereunder the subject matter insured shall be deemed to be insured for its fully contributory value.