

# Terms and Conditions

These conditions explain the rights, obligations and responsibilities of all parties to this Agreement. In Clauses 6, 15, 16, and 17 we limit or exclude our liability for loss and damage: **We are able to extend our liability for your benefit upon request.** These terms and conditions can be varied or amended subject to prior written agreement.

## TERMS AND CONDITIONS OF SERVICES

No variation of these conditions (or of any of the documents referred to herein) shall be valid unless it is in writing and signed by or on behalf of you and us.

The terms of these conditions cannot be varied other than by your and our mutual consent. Our consent can only be provided by the [managing director/director/senior manager] and must be evidenced in writing.

## DEFINITIONS

- i. Where reference is made to “you” or “your” it means you, the client entering into the agreement with us for services, and includes the party to whom our quotation is addressed and the party by whom the acceptance is signed, and “your” has a corresponding meaning.
- ii. Where reference is made to “we”, “us” or “our” it means
- iii. “quotation” means our formal document setting out the quotation cost of your removal.
- iv. “goods” means all furniture and other effects which are to be the subject of the services.
- v. “service” means the whole of the work to be undertaken by us in connection with the goods including storage (if applicable).
- vi. “agreement” means the contract between you and us for the supply of the services in accordance with these conditions, including the signed acceptance and quotation and any relevant schedules.
- vii. “subcontractor” means any person other than one of our employees who, under any agreement or arrangement with us (whether directly or indirectly) performs or agrees to perform the whole or any part of the services.
- viii. “working days” refer to Monday to Friday and excludes weekends and public holidays.  
“variation” shall include any variation, supplement, deletion or replacement however effected.
- ix. “Lien” is our legal right to hold your goods until you have paid all outstanding charges.
- x. “Force majeure” refers to any circumstance not within our reasonable control including strikes or disturbances, acts of nature, fire, floods, lightning, severe weather, shortages of materials, rationing, service failures, failure of or delay of any person from which the party must obtain information in order to perform its obligations under the agreement, failure or delay in any system of electronically transmitting or receiving information or funds, earthquakes, war, revolution, terrorist act, civil commotion, acts of public enemies, blockade, embargo, or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government.

## 1. QUOTATION

- 1.1 Our quotation is valid for thirty days from the issue date and is a fixed-price.
- 1.2 All quotations are based on normal working hours, Monday to Friday, unless otherwise specified by us in writing.
- 1.3 Our detailed quotation will provide a comprehensive summary of all inclusions but excludes cancellation/postponement waivers, fees to government bodies or agencies, charges associated with any extensive customs examination, quarantine charges, bond or storage charges, demurrage or container detention fees, customs charges, or any extraordinary expenses. This is not an exhaustive list. Unless otherwise stated, these charges remain your total responsibility.
- 1.4 Our quotation for any international service is based on current ocean and/or air freight rates. All calculations or foreign currency in our quotation have been converted at the prevailing rate of exchange at the date of the quotation. We reserve the right to alter our quotation should a significant variance to these rates occur, prior to or at the start of the commencement by us of your removal.
- 1.5 If the removal varies from that contained within the quotation provided and the acceptance, or if we are prevented from or delayed in undertaking the move or any part thereof (except where that prevention or delay results from a factor within our control), we will also be entitled to make a reasonable additional charge.

- 1.6 All pricing in our quotation is in pounds sterling unless otherwise indicated.

## 2. EXCLUDED FROM QUOTATION

- 2.1 We will not:
  - 2.1.1 Take down or put up unit furniture, fittings or fixtures or garden furniture and equipment
  - 2.1.2 Disconnect or reconnect appliances, fixtures and fittings.
  - 2.1.3 Take up or lay fitted floor coverings.
  - 2.1.4 Move items from or access a loft area, without the provision of adequate lighting, safe access and suitable flooring.
  - 2.1.5 Move loaded refrigerators/deep freezers.
  - 2.1.6 Move night storage heaters unless they have been properly dismantled.
  - 2.1.7 Move or store any items excluded under clause 13.2.
  - 2.1.8 Dismantle or assemble garden furniture and equipment including, but not limited to sheds, greenhouses, garden shelters, outdoor play equipment, gym equipment, trampolines, hot tubs, satellite dishes, or move paving slabs, planters and the like.

- 2.2 Our staff are not authorised or qualified to undertake the works referred to in 2.1 and we therefore recommend that a properly qualified person is engaged by you to carry out these services.

- 2.3 Due to our strict observance of our duty of care with our employees, we will only move items in accordance with the manual handling operations regulations 1992 (U.K.) or any equivalent law or regulations. If this is not possible, you will be informed of the issue and that we will not be able to move the item. We will then bear no further responsibility for the movement of the item.

## 3. SERVICES

- 3.1 In providing the service, we undertake to:
  - Use the required knowledge, behaviours and skill essential for the service.
  - Ensure that all materials we use are of satisfactory quality and are fit for purpose.
- 3.2 Comply with all applicable laws and regulations in force.
  - Have no liability to you if such compliance results in any breach of our responsibilities contained within the agreement; and
  - Take due care of all goods in our possession.

## 4. ADDITIONAL CHARGES

- 4.1 Additional charges will be applied in the following circumstances:
  - 4.1.1 If the move does not take place within twenty-eight days of the quoted date of the services.
  - 4.1.2 If the storage period exceeds six months in duration and we have provided you with a quotation inclusive of redelivery (and the redelivery from store has not taken place).
  - 4.1.3 Any fluctuations in currency, changes in taxation, freight, fuel, ferry or toll charges beyond our control.
  - 4.1.4 Moves carried out on a Saturday, Sunday, public holiday, or if you request delivery and/or collection outside of our normal working hours (08.00-18.00hrs).
  - 4.1.5 Collection and/redelivery above the ground floor and first upper floor.
  - 4.1.6 Any additional services proffered, such as the moving or storage of further items.
  - 4.1.7 If mechanical equipment is required or structural alteration to the property as a consequence of prohibitive restrictions in space at the entrance or approach to your property, or the road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 20 metres of the doorway;
  - 4.1.8 There are unforeseeable delays or events which impact the resources or timescales initially allowed to carry out the move; or
  - 4.1.9 We agree, in writing and prior to the move commencing, to increase our liability limit contained in clause 16.1.
  - 4.1.10 Additional fuel surcharge/levy due to war or other blockades that could affect worldwide fuel prices.
- 4.2 You are in full agreement that you will be liable for any reasonable charges arising as a consequence of any of the above circumstances.

## 5. PAYMENT

- 5.1 Unless otherwise agreed, a minimum deposit of 30% of the removal cost is payable upon acceptance of our quotation.
- 5.2 The balance of the removal cost must be received by us and payment cleared at least 10 working days before the removal is due to take place.
- 5.3 If you fail to make such payment, we reserve the right to refuse to undertake the removal or offer storage until such payment is received.
- 5.4 We reserve the right to refuse the work altogether, if payment has not been received, even if work has commenced already.
- 5.5 You may not withhold any part of monies due because of any claim you may wish to make against us.
- 5.6 If you have not paid within the agreed terms, we will be entitled to charge interest on all overdue sums on a daily basis, calculated at 8% per annum above the prevailing Bank of England base rate.
- 5.7 We will also be entitled to recover all our reasonable costs that may be incurred by us to recover such outstanding amounts. (e.g. Debt collection fees, court costs, solicitor fees, etc.)
- 5.8 All overdue invoices after 30 days will be charged the following Late payment fees as follows: £40 for debts up to £999.99. £70 for debts between £1,000 – £9,999.99. £100 for debts of £10,000 or more. Thereafter we will charge 8% + bank of England base rate for interest on outstanding monies. Any dispute of invoice will not be accepted after 14 days.

## 6. EXTENDED LIABILITY COVER (also see Clause 16 DAMAGE LIABILITY)

- 6.1 It is your responsibility to insure your goods. If you ask us in writing to arrange cover for you, We may extend our liability to cover your goods (to a maximum liability of £25,000), provided you declare the full replacement value of your goods and pay the admin fee in advance.
- 6.2 We offer to arrange for the goods to be covered by extending our liability during the transit and storage only, and the details of the type of **Extended Liability** and the rates are set out in our quotation and/or will be provided on request.
- 6.3 In the event of loss of or damage to your goods, our liability to you will 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.
- 6.4 If you pack items yourself, standard damage liability only will apply for those items.
- 6.5 We will not be able to offer cover when collecting and/or delivering goods to/from a third-party premises/storage facility. This exclusion applies to any goods that have been delivered to our premises. You may, of course, arrange insurance with an insurer of your choice.
- 6.6 We suggest you acquire cover which provides indemnity for perils such as Fire, Flood and Theft where there is proof of forced entry while in storage.

## 7. CANCELLATION/POSTPONEMENT

- 7.1 If a date for the services is agreed upon in the quotation and acceptance, and you require that date to be altered, postponed or cancelled or the goods are not available on that date, we will be entitled to charge a reasonable postponement or cancellation fee, dependent on the notice received.
- 7.2 The fees are as follows for alteration/postponement/cancellation notice received:
  - 7.2.1 More than fifteen working days before the services were due to start - no charge.
  - 7.2.2 Between ten and fifteen working days inclusive before the services were due to start - 30% of the charges.
  - 7.2.3 Less than ten working days before the removal was due to start - 60% of the charges.
  - 7.2.4 Less than three working days before the removal was due to start - 75% of the charges.
  - 7.2.5 Within twenty-four hours of the move taking place - 100% of our charges.

## 8. WAIVER INSURANCE

- 8.1 If offered and paid for in advance of the commencement of the services (i.e. at the time of booking), we agree to waive the Cancellation charges up to the day before the move.
- 8.2 Our agreement to waive the charges is conditional upon us receiving your written notice of the intention to cancel/postpone no later than 12:00 hours on the preceding working day before services were due to commence.
- 8.3 The cancellation/postponement charge will entitle you to only one cancellation/ postponement.

## 9. DELIVERY

- 9.1 Any delivery times stated by us are estimated and based upon local and travel information at the time of the quotation.
  - 9.2 Transit times may vary due to a number of prevalent factors outside our control including but not limited to industrial disputes, weather, traffic and road conditions, changes in sailing or departure dates made by the ferry/freight/shipping company, changes in the routes used by the freight/shipping company and port congestion.
  - 9.3 We will advise you of any material changes to the collection/delivery/transit times as soon as we become aware.
  - 9.4 We will not be liable for any loss or damage incurred by you as a result of delays in transit time unless directly attributable to our negligence or breach of contract.
  - 9.5 We shall not be bound to deliver the goods except to you or your authorised person. If we cannot deliver the goods either because there is no authorised person there to receive them on our arrival, or because we cannot gain access to the premises, or for any other reason beyond our control or if we are prevented from or delayed in undertaking the removal or any part thereof (except where that prevention or delay results from a factor within our control), we will be entitled to unload the goods into a warehouse or storage facility, and will be entitled to charge an additional amount for storage and for the subsequent re-delivery of the goods.
  - 9.6 If we cannot deliver the goods or there are delays in delivery, we will endeavour to contact you to ascertain whether you have any alternative instructions and if so, we will carry out those instructions if reasonably practicable. We will be entitled to make a reasonable additional charge for any additional work or costs thereby required or entailed.
  - 9.7 We reserve the right to select the most appropriate storage facility.
  - 9.8 The agreement will then be considered satisfied and any additional service(s), including the reasonable cost of storage and redelivery, will be borne by you.
- ## 10. ROUTE AND METHOD OF REMOVAL
- 10.1 Unless it has been specifically agreed otherwise in writing in our quotation, other space/volume/capacity on our vehicles and/or the container may be utilised for consignments of other customers.
  - 10.2 We shall be entitled to carry or arrange for the transportation of the goods by any reasonable route, having given due regard to all the circumstances including, but not limited to, the nature and destination of any other goods being carried on or in the conveying vehicle.
  - 10.3 We have the right to choose the location in respect of storage.
  - 10.4 We reserve the right to sub-contract some or all of the removal and if we do so, then these terms and conditions will prevail.
- ## 11. TERMS OF STORAGE
- 11.1 We will prepare an inventory of goods received for storage and will ask you to sign that inventory. We will furnish you with a copy of the inventory which we will ask you to sign.
  - 11.2 Regardless of whether you sign the inventory or not, failure to object to its accuracy within 7 days of receiving it from us, will result in the inventory being relied upon as conclusive evidence of the goods received by us.
  - 11.3 You agree to advise us of an address to which we can forward any notice or correspondence, and to promptly notify us of any change of address. All letters and notices will have been legally served and received seven days after posting if they have been sent to that address.
  - 11.4 In the event that we are unable to contact you, we will charge you any reasonable costs incurred in establishing your whereabouts.
  - 11.5 Storage charges are payable one month in advance. If you remove the goods before the end of a one-month period, you will not receive a refund of any unused storage.
  - 11.6 You are entitled, upon giving us reasonable notice, to inspect the goods in store, but a reasonable charge may be made by us for this service.
  - 11.7 If payments are up to date, we will not end this contract except by giving you two months' notice in writing. If you wish to terminate your storage contract, you must give us at least 14 working days' notice (working days are defined in viii above).
  - 11.8 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.
  - 11.9 Where goods are handed out from store our liability will cease upon handing over the goods to you or your authorised representative.
  - 11.10 All charges including removal charges must be paid before the goods may be taken out of store.
  - 11.11 If you fail to make the required payment for your storage, we may request that you remove your goods from our care and control and to pay all monies due to us in full. If you fail to make payment and/or remove your goods we may exercise our right to sell or dispose of some or all of the

goods under the Torts (Interference with Goods) Act 1977 s.12 and Part II of Schedule 1 of that Act.

11.12 All proceeds from the sale will be put towards the amount owed. You will be liable for any reasonable expenses we incur in respect of holding the sale or disposing of the goods. Any surplus monies will be paid to you without interest.

11.13 For the purposes of preparing for the sale of the goods under clauses 11.11 or 12.5 or otherwise as permitted by law, we are authorised by you to open any boxes in storage to inspect and identify the contents and we may at our discretion decide which contents will be offered for sale. At our discretion, any items we do not offer for sale may be stored by us for such period as we consider appropriate and we may invite you to collect those items from us once we have been paid all moneys due by you to us for services provided under this or any other agreement.

11.14 We review our charges annually and will give 28 days' notice of any changes which will commence from the beginning of the next one-month accounting period.

## **12. STORAGE ARREARS, REVOCERY ACTION, TERMINATION AND COLLECTION DEADLINE**

12.1 If any storage charges or other sums due under this agreement are not paid in accordance with Clause 11.5 and/or Clause 5 (Payment), we may (without prejudice to any other rights we have) restrict access to the goods and/or suspend any inspection, collection, release and/or redelivery until all sums due have been paid in cleared funds.

12.2 If your account is overdue by two (2) months or more and/or if arrears reach or exceed £500 per container at any time, and/or if we are required to take steps to recover payment (including repeated chasers, formal notices, or referral to a third-party debt recovery agent, solicitor, or court action), then we may terminate the storage contract by giving you written notice.

12.3 Where termination occurs under Clause 12.2, you must arrange collection of all goods from storage within 14 days of the date of our written notice of termination (the "Collection Period"). Storage charges and any reasonable costs incurred by us shall continue to accrue and remain payable up to and including the date the goods are collected and released.

12.4 If the account has been brought up to date or reduced below the arrears threshold of £500 per container, we may still (acting reasonably) terminate the storage agreement where arrears have previously exceeded the threshold and/or payment recovery action has been required, on the basis that the arrears history indicates an unacceptable ongoing payment risk.

12.5 If you fail to collect the goods within the Collection Period, we may exercise our rights under Clause 11.11 and Clause 24, including our right to sell or dispose of some or all of the goods in accordance with the Torts (Interference with Goods) Act 1977. All reasonable costs of storage, administration, tracing, enforcement, sale and/or disposal will be payable by you and may be deducted from the proceeds of any sale. If the proceeds are insufficient, you remain liable for the balance.

## **13. GOODS EXCLUDED FROM REMOVAL OR STORAGE**

13.1 The following items will under no circumstances be moved or stored by us and must not be presented for removal and/or storage.

13.2 For all items listed below, all of which carry varying degrees of risk, and you are required to make your own arrangements for their transport and storage.

i. Passports, travel documents, wallets, handbags containing valuables, mobile phones, portable IT, electronic devices, currency, cash, bank or credit cards, jewellery, watches, trinkets, precious metals and stones, money, deeds, securities, stamps, coins, valuable or fragile collections of any kind.

ii. Perishable items and/or those requiring a controlled environment.

iii. Dangerous, damaging or explosive items, including paint, aerosols, ammunition, firearms or weapons of any kind.

iv. Animals, plants or goods, including food, likely to encourage vermin or other pests or to cause infection.

v. Goods which require special licence or government permission for export or import; and

vi. Prohibited or stolen goods or drugs.

vii. A **lithium-ion (Li-ion) battery** is a type of rechargeable battery that powers much of modern life, from smartphones and laptops to electric bikes.

13.3 If you do include any of the above in the goods to be removed, we will not accept any liability whatsoever for any loss or damage to them.

13.4 We shall notify you in writing as soon as practicable if any of the goods are in our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests, and under what conditions we would be

prepared to accept such goods or whether we refuse to accept them. Should we refuse to accept the goods we will have no further liability to you.

13.5 If any of the items or substances which are listed under Clause 13.2 are in your goods we may remove, destroy or otherwise dispose of or sell such items or substances, in which case we will pay you the net proceeds of the sale following deduction of any expenses incurred by us and any payments or sums due to us from you.

13.6 You will indemnify us against all claims made and for any loss or damage that we or someone else may suffer through the presence of those items or substances.

## **14. YOUR WARRANTIES**

14.1 Any information which you have provided to us and on which we have reasonably relied in assessing any quotation of the resources necessary to carry out the work is accurate genuine and true. We will not be liable for any costs, charges or losses that you incur if this is not the case.

14.2 You are either the owner of the goods, or the authorised agent of the owner.

14.3 For goods that you have packed, you have complied with all laws and regulations relating to the packaging, labelling or carriage of the goods, and that the goods are packed in a manner adequate, having regard to their nature, to withstand the ordinary risks of removal, carriage and storage.

14.4 The consignee of the goods (whether you or some other person) is the holder of the requisite entry documentation (passport, visa etc) for, or has such residency status in, the country of destination of the goods as may be necessary to authorise the importation of the goods to that country.

14.5 You are required to, prior to the commencement of the removal or storage, provide us with written notice of any goods which are of a fragile or breakable nature (which are not readily apparent as such) or works of art, collections of items etc having an individual value (or collection) in excess of £1,500. We may either refuse to carry any such goods or require them to be packed, at your cost, in bespoke containers or packaging, if we consider it appropriate. We may also request that you arrange specialist insurance for these items, independent from our insurance.

14.6 You will, prior to the commencement of the removal or storage, provide us with written notice of any goods which may be liable for duties or subject to quarantine restrictions.

14.7 You will ensure, to the best of your ability, that all goods to be removed (other than goods being removed from store) or stored are uplifted by us and that none is taken in error.

14.8 You warrant that the goods to be removed and/or stored are owned by you and are free of any legal charge. Where this is not the case, you warrant that:

i. You have the requisite agreement of the owner of the goods (or anyone having a legal interest in them), obtained before entering into this agreement, having made them fully aware of the terms and conditions contained within; and you will immediately advise us of the name and address in writing of any other person/s who has or obtains an interest in the goods.

14.9 You will indemnify us against any claim for damages and/or costs brought against us if the declarations in clauses 14.8.i found to be untrue.

14.10 If you wish to transfer responsibility for this agreement to a third party, you may do so by providing us with written notification of their full name, address and the nature of their interest, following our receipt and acknowledgment of which, we will issue and enter into a new agreement with them.

14.11 Our agreement with you will not finish until we are in receipt of the signed agreement from the third party.

## **15. YOUR RESPONSIBILITIES**

15.1 By agreeing to the terms of your removal, you confirm that you will:

i. Respond promptly to all requests from us relating to the services and ensure that all information provided is accurate.

ii. Arrange all-risks insurance cover for all goods being moved, as our liability is limited as contained in Clause 6.

iii. Obtain all obligatory documents, permits, licences, and customs documents necessary for the removal.

iv. Remunerate us for any charges, such as parking and/or meter suspension fines, incurred during the removal process.

- v. Personally attend or appoint an authorised representative for the duration of the entire removal process, except when the goods are being unloaded into or loaded from store. We will have no liability for any consequential or other loss as a result of your failure to do so.
  - vi. Sign all inventories, job sheets or other relevant documents as confirmation of collection or delivery of the goods. Your authorised representative will sign on your behalf in your absence.
  - vii. Ensure that all agreed goods and/or possessions have been collected and that no item has been taken in error before we leave your premises.
  - viii. Arrange appropriate supervision for goods left in otherwise unoccupied or unattended premises, or where other individuals such as tradesmen, workmen, service operatives, tenants, visitors are, or may be, present. We will have no liability for any consequential or other loss as a result of your failure to do so.
  - ix. Ensure all electronic appliances and/or equipment are suitably prepared for the removal.
  - x. Thoroughly defrost, empty and clean refrigerators and deep freezers. We are not liable for the contents or any resultant issues resulting from your failure to do so.
  - xi. Ensure that all domestic appliances, including but not limited to washing machines, dishwashers, hose pipes, and petrol lawn mowers, are cleaned and dry, with no residual fluid left in them.
  - xii. Furnish us with a current contact address and telephone number during the removal process and/or storage of goods; and make requisite arrangements for the transportation, storage and/or disposal of goods listed in clause 12.2.
  - xiii. We will accept no liability for any loss, damage, or additional charges arising from your failure to discharge the above warranties, other than as a result of our proven negligence and/or breach of contract.
- 15.2 The client is responsible for ensuring that all premises (including access routes, floors, rooms, gardens, outbuildings and If you do not provide us parking areas) are safe, hygienic and suitable for our staff to carry out the services (collection and delivery)
- 15.3 We reserve the right, at our sole discretion, to refuse to commence, continue or complete the services if we reasonably believe that the premises present a risk to the health, safety or welfare of our staff, subcontractors or third parties.
- 15.4 This includes (but is not limited to): Accumulation of human or animal waste, Biohazards or contamination, Infestations (vermin, fleas, bedbugs, rodents, insects) Dangerous animals not properly secured, Drug paraphernalia or hazardous materials, Structural instability or unsafe flooring, Excessive filth or environmental hazards, exposed piping, electrical or wiring, inadequate boarding or lighting and wet paint surfaces.
- 15.5 Any decision made by us under this clause shall be final and binding.
- 15.6 Where we withdraw from the services due to unsafe or unsuitable site conditions, the services shall be deemed cancelled by the client on the day of attendance.
- 15.7 Client Disclosure Warranty
- 15.8 The Client warrants that they have disclosed all material information relating to the condition of the premises that may affect the safe performance of the services.
- 15.9 Failure to disclose hazardous or unsanitary conditions shall constitute a material breach of contract
- 15.10 Attendance at the property on the agreed date constitutes commencement of the services for the purposes of payment and contract performance.
- 15.11 The client agrees not to initiate a chargeback of payment dispute in circumstances where withdrawal occurs under the Site Safety clause.
- 15.12 If we are unable to proceed due to unsafe or disclosed site conditions, an Aborted Visit Fee equal to 100% of the agreed service charge shall apply.
- 15.13 If we are unable to complete the delivery, No refund will be offered and you will be liable for 1 weeks storage and re-delivery at fee's, delivery will at our earliest convenience. If you wish to have the goods collect or arrange to have your goods collected, our hand out fees will apply.
- 16. DAMAGE LIABILITY**
- 16.1 If you do not provide us with a declaration of value of your goods, or if you do not require Extended Liability, we will pay you up to £40 for each item which is lost or damaged as a direct result of any negligence or breach of contract on our part or, at our discretion, we will pay for repairing or replacing the item. This will apply even if the item is part of a pair or set and may have a special value.
- 16.2 For the purposes of this agreement an item is defined as:
- i. The entire contents of a box, parcel, package, carton, or similar container; and
  - ii. Any other object or thing that is moved, handled or stored by us.
- 16.3 If the goods sustain damage by reason of defective or inadequate packing or unpacking, and the packing or unpacking (as the case may be) was not undertaken by us, we will not be liable.
- 16.4 We will not be liable for any claim in the event that you dispose of and/or replace the item/s before we have had the opportunity to assess the damage.
- 16.5 Liability is only accepted for loss or damage when the goods are
- i. In our possession and negligence can be proven;
  - ii. In the possession of others and if the loss or damage is proven to have been as a direct result of our failure to pack the goods to a suitable standard (where we have been contracted to.)
- 16.6 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.
- 16.7 Damage to property other than goods because third party contractors or others are frequently present at the time of collection or delivery, it is not always possible to prove culpability for loss or damage. Therefore, our limit of liability is as below:
- 16.7.1 If we cause the loss or damage as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only.
  - 16.7.2 If we cause the damage as a result of moving goods under your express instruction, against our advice, and where moving the goods in the manner instructed was likely to cause damage, we shall not be liable.
  - 16.7.3 If we are responsible for causing damage, you must note this on the job sheet or delivery receipt as soon as it occurs and, in any event, before we leave the premises. This is fundamental to the agreement.
- 17. NOTIFICATION OF LOSS OR DAMAGE**
- 17.1 For goods which we deliver, you must give us detailed notice in writing of any loss and damage within seven days of delivery by us.
- 17.2 With regards to misplaced items, or ascertaining the proximate cause of damage, we would request that we are notified within seven working days, when the events are more easily investigated.
- 17.3 In any claim for loss or damage under this clause 16, any estimate of the value of the goods which you have provided to us, whether for the purposes of insurance or otherwise, will be evidence that the total value of the goods did not exceed that estimate at the time of loss or damage.
- 17.4 When collection is made from our premises, it is imperative that you or your authorised person/s inspect your goods thoroughly before departure and note any loss or damage on the collection paperwork at the time. We will be unable to consider claims retrospectively once the goods have left our premises.
- 17.5 The time limits contained in 16.1 and 16.2 and 16.4 are essential.
- 18. EXCLUSIONS OF LIABILITY**
- 18.1 We will not be liable for:
- i. Any loss or damage occurring in the course of the provision of removal by a third party.
  - ii. Loss or damage resulting from inadequate or improper packing or unpacking unless the goods damaged or causing damage were both packed and unpacked by us.
  - iii. Loss or damage to passports, travel documents, wallets, handbags containing valuables, mobile phones, portable IT, electronic devices, currency, cash, bank or credit cards, jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, valuable or fragile collections of any kind.
  - iv. Perishable items and/or those requiring a controlled environment.
  - v. For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
  - vi. Any loss or damage involving the restoration or reconstruction of information or data or any item of so-called consequential loss.

- 18.2 We shall not be liable for loss or damage caused by the following, unless we have been negligent or in breach of contract.
- i. 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;
  - ii. Fire, moth or vermin, Acts of God, war, terrorism, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion or military coup, adverse weather, third party industrial action, traffic, re-scheduled sailing, departure or arrival times, port congestion or other events outside of our control;
  - iii. Cleaning, repairing or restoring unless we arranged for the work to be carried out;
  - iv. Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water;
  - v. 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.
  - vi. To any goods which have a proven defect.
  - vii. To animals, plants and items referred to in clause 18.1.
  - viii. For items referred to in clause 13.2.
- 18.3 The Company will take all reasonable care when handling and transporting goods. However, due to the nature, construction, or condition of certain items, the following goods are moved **entirely at the Owner's risk** and are **excluded from liability or insurance cover for specific types of damage**.
- 19. FLAT-PACK/SELF-ASSEMBLY,FURNITURE**
- 19.1 Flat-pack or self-assembly furniture (including items manufactured from chipboard, MDF, or similar composite materials) is not designed to withstand repeated dismantling, lifting, or transportation once assembled. The Company accepts no liability for structural failure, cam-lock or dowel failure, joint separation, cracking, warping, or collapse during handling, dismantling, transit, or reassembly. Any dismantling or reassembly requested by the Owner is undertaken entirely at the Owner's risk.
- 20. FURNITURE NOT DESIGNED FOR RELOCATION**
- 20.1 Items which are not structurally designed to be moved once assembled, including low-cost wardrobes, particleboard furniture, glued units, or laminated furniture, may weaken or fail during relocation. The Company cannot accept liability for structural failure or damage arising from the inherent design or previous assembly of such items.
- 21. PRE-EXISTING DAMAGE OR WEAKNESS**
- 21.1 The Company shall not be responsible for any damage resulting from pre-existing defects, loose joints, weakened structures, previous repairs, or poor assembly which becomes apparent during normal handling or transit.
- 22. PRESSED WOOD, CHIPBOARD AND VENEERED SURFACES**
- 22.1 Furniture manufactured from chipboard, MDF, pressed wood, laminate, veneer, or similar materials may chip, swell, split, or loosen during normal handling. The Company cannot be held liable for damage caused by the inherent fragility of these materials.
- 22.2 We will not be liable for any consequential and/or indirect loss/es arising out of your failure to adequately insure your goods for their full value.
- 22.3 Nothing in this clause excludes or limits our liability to you for:
- i. Death or personal injury caused by our negligence;
  - ii. Our fraudulent misrepresentation; or
  - iii. Any other liability that is not permissible to be limited or excluded under our law.
- 22.4 We will not be liable for any loss or damage caused by us or our employees or agents in circumstances where:
- i. There is no breach of this agreement by us or by any of our employees or agents; or
  - ii. Such loss or damage is not a reasonably foreseeable result of any such breach.
- 22.5 We will not be liable for any loss or damage nor any delay which results from any cause beyond our reasonable control.
- 23. INTERNATIONAL REMOVALS**
- 23.1 We will use our reasonable endeavours to provide you with up to date information to assist you with the import/export of your goods.
- 23.2 Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time, is provided in good faith and is based upon existing known circumstances and we will have no liability for the detrimental impact of any resultant changes of such information save where we are in breach of our duty of reasonable care and skill.
- 23.3 It is your absolute responsibility to seek appropriate advice to verify the accuracy of any information that You provided to Us.
- 23.4 Where we use the services of a 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 are subject to the terms and conditions contained within the terms and conditions of the carrier.
- 23.5 If for reasons beyond the carrier's control, the vessel/conveyance fails to deliver the goods or routes them to a place other than the original destination, you have limited remedy against the carrier and you are likely to be liable for general average contribution. We recommend that you take out marine insurance based on this fact.
- 23.6 The contribution is likely to be the costs incurred to preserve the vessel/conveyance and cargo, and also any salvage charges incurred, or the additional cost of onward transmission to the place, port or airport of destination.
- 23.7 These are insurable risks and it is your responsibility to arrange adequate marine/transit insurance cover. We can assist with the provision of such.
- 23.8 Other than by reason of our proven negligence or breach of contract, we will not be liable for delays with the transportation process.
- 23.9 Any transit times given by us are estimated and based on the information known to us at the time. Transit times may vary due to a number of factors outside of our control. We will advise you of any material changes to transit times as soon as we become aware of them.
- 23.10 If through no fault of ours we are unable to deliver your goods, we will inform you and you may choose for us either:
- i. Where possible to deliver them to an alternative location; or
  - ii. take them into store. At this point, the contract between us will then be fulfilled and any additional service(s), including storage and delivery provided by us or on our behalf, will be at your reasonable expense.
- 23.11 We accept no liability whatsoever for goods confiscated, seized or removed by customs authorities, government agencies or other official body.
- 23.12 For goods which we are delivering you must claim for any loss, damage or failure to produce the goods:
- i. Within 7 days of the delivery date, if you have insured your goods with us; and
  - ii. Within 7 days of the delivery date, if you have not insured your goods with us.
- GENERAL CONDITIONS APPLYING TO ALL SERVICES**
- 24. LIEN**
- We shall have a right to withhold and ultimately dispose of some or all of your goods if you fail to pay all our charges and other payments due to us. These include any charges, taxes or other levies that we have paid out on your behalf.
- While we hold the goods and await payment, you will be responsible for paying reasonable storage charges and all the other necessary expenses that continue to apply.
- These terms and conditions will apply to the goods held in this way.
- We have a right to withhold and/or ultimately dispose of some or all of the goods if you have not paid these charges, taxes or levies that we have paid on your behalf in accordance with law (see above re 1977 Act).
- 25. OUR RIGHT TO SUB-CONTRACT**
- We may use service partners or sub-contractors for some or all of the work. If we do, these terms and conditions will still apply to you and us. In addition, you agree to the terms and conditions set forth in the Bills of Lading and Consignment Notes issued by other carriers or companies (which we accept in our capacity as your Agent) involved and those terms and conditions form part of this contract
- 26. THIRD PARTY CLAIMS**
- You will be responsible for paying any expenses, charges, penalties etc claimed against us by a third party in respect of the goods, unless they were incurred as a result of our proven negligence or breach of contract. These include any parking levies incurred whilst carrying out the services, unless we have agreed to pay them in writing.
- 27. FORCE MAJEURE**
- Neither party will be held liable for any delay nor failure under the agreement if the delay or failure is as a direct result of force majeure, provided that the affected party:
- i. Immediately notifies the other party of the salient issue;
  - ii. Provides a reasonable estimate on how long it will continue;
  - iii. Notifies when it has ended;
  - iv. Takes all reasonable steps to avoid or mitigate the force majeure; and

v. Reverts immediately when the event of force majeure ends.

**28. ANTI-BRIBERY AND ANTI-CORRUPTION**

We will observe all relevant laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010 and we will not engage in any activity or conduct, which constitutes an offence under sections 1, 2 or 6 of the Bribery Act 2010.

We have our own anti-bribery and anti-corruption policies, and will enforce them where appropriate.

**29. DISPUTES**

If you or we consider that a dispute has arisen in relation to this agreement (either during the removal, or after completion), written notice of the dispute will be given to the other party.

Following the submission, we will continue to perform any outstanding commitments under the agreement.

In the event that the two parties (you and we) cannot resolve the dispute between us, you are entitled to refer the dispute to the Association of Independent Movers.

Use of the dispute resolution service does not prejudice your right to commence court proceedings in England and Wales.

**30. DATA AND PRIVACY**

To enable us to provide you with your quotation, and to enable and assist us to provide our services, we collect and hold personal information (such as your personal details and information concerning your proposed move forwarded to us), and on occasion photographs/videos taken to assist us with providing a quotation or assessing a claim.

Our privacy policy allows us to use such personal information for these purposes, but all such information will be held subject to the policy, which can be found on our website.

By asking us to provide you with a quotation for removal/relocation/storage/packing and unpacking services, arrange insurance, you consent to the collection and use of information you have provided to us for the purposes described above.

Where we process any of your data, we will comply with all requirements and obligations under the data protection laws.

**31. NOTICES**

Any communication given to us or you in connection with the agreement must be in writing, addressed to us, at our registered office or to you at such other address you have specified, and will be sent by recorded delivery or other next working day delivery service, commercial courier, or email.

Such communication will be deemed to have been received, if sent by recorded delivery or other next working day delivery service, or commercial courier, on the date and at the time that the delivery receipt is signed or if sent by email, one business day after transmission.

**32. APPLICABLE LAW**

The agreement (including any non-contractual obligations or liabilities arising out of or in connection with it) is governed by and construed in accordance with the laws of England and Wales.

**33. ENTIRE AGREEMENT**

The agreement comprises the entire contract between you and us and supplants and dismisses all previous assurances, warranties, promises, representations and interpretations between you and us, whether proffered verbally or in writing, relating to our services and both parties agree that they will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the agreement.