

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 is for carrying out the removal/storage 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.
- 1.1.6 Additional boxes or packing materials not added to your initial order. Any additional will be chargeable.

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. This is not always available.
- 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 ground 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 re-delivery 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 10 meters 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.
- 1.2.10 We are required to provide boxes as yours are not deemed suitable.
- 1.2.11 We are required to re-pack boxes for any reason.

2. Excluded Goods

2.1 The following items must not be submitted for 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.

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 and the boxes are filled in with all your details and reference numbers/addresses etc.

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.

3.11 In regard to storage, if you wish to terminate your storage agreement, you must give us 10 working days' notice and you pay for each full or part month you store with us.

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 If you cancel after booking and paying and we have not delivered any empty boxes – provided you give 2 days notice you will be refunded in full.
 - If you give less than 24 hours notice to cancel the delivery of empty boxes you will be charged in full.
 - 6.1.2 If we have already delivered your empty boxes there will be no refund due as the boxes and delivery charge for the empty boxes will be taken into account.
- 6.2 If we cancel your move, you will be refunded in full.

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 1 months notice of any increases.
- 7.5 Storage Charges and agreed additional charges must be paid by Credit / Debit card or Direct Debit 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 If you provide your own boxes we cannot offer any insurance cover.
 - 8.2.1 If we provide the boxes to you we can extend our insurance cover up to the total value declared which will be split between number of boxes unless declared separately.
- 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.

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