

TERMS AND CONDITIONS

These conditions set out the terms of the Contract between the Removal and/or Storage Contractor and the Customer and

explain your rights and obligations and responsibilities and those of the Contractor.

Interpretation

Any reference in these conditions to "we" or "us" is a reference to the Contractor.

Any reference in these conditions to "you" is a reference to the Customer.

Quotations

Quotations do not include customs duties or any other levies or fees payable to government or other statutory bodies and all such duties of fees will be payable by you in addition to the quoted price.

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

If due to the delay on your part the work is not carried out or completed within 3 months of the quotation date.

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

We have to collect or deliver goods above second floor level.

We supply any additional services.

There are delays outside our reasonable control.

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

Any parking or other fees or charges that we have to incur and pay in order to carry out the services you require.

In all these circumstances you will be responsible for the extra charges.

Quotations include a removals insurance premium

but the payment of the premium creates a separate contract between the insurer and you which is subject to the terms and conditions of the Insurer. A summary of the cover provided and main exclusions from the cover is enclosed with these conditions.

Our quotation is not a guarantee that we have vehicles available on the day you require. Accordingly your signed acceptance of our quotation does not constitute a contract between us until you have our confirmation that we can move your goods on the requested date.

Work excluded from our quotations

Unless previously agreed in writing we will not:

Dismantle or assemble unit-furniture, fitments or fittings.

Disconnect or reconnect appliances, fittings or equipment.

Remove or lay fitted floor coverings.

Move night storage heaters unless they are dismantled.

Move or store any items excluded under Clause 4.

Excluded property

The following items are specifically excluded from the Contract and will not be removed :

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

Potentially dangerous , damaging or explosive items.

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

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

Such goods will not be removed by us except without prior written agreement. If you submit such goods without our knowledge and prior written agreement we will not be liable for any loss or damage except when death or injury is caused by our negligence or that of our employees and you will indemnify us against any charges, expenses, damages or penalties claimed against us

by third parties. In addition we shall be entitled to dispose any such goods which are listed under paragraphs 4.b, 4.c or 4.d.

Customer's responsibility

It is your sole responsibility to:

Have access to the new property by 3pm (£60 an hour waiting time after 3pm) part hours are charged as whole hours

Declare to us the proper value of the goods being removed and/or stored.

Obtain at your expense all documents necessary for the removal to be completed.

Be present yourself or appoint a representative at the departure and destination points to ensure that nothing is removed or left in error.

Prepare adequately and stabilise all appliances prior to their removal. Other than by reason of our negligence we will not be liable for any loss or damage, costs or additional charges that may arise from these matters.

Ownership of the goods

By entering into this contract you confirm to us that:

The goods to be removed are your own property or

You have the authority of the owner of the property to make this contract in respect of the goods to be removed or stored.

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

Cancellations

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

Between 2-7 days: 30% of the total removal charges.

24-48 hours: 75% of the total removal charges.

Less than 24 hours: 100% of the total removal charges.

Payment of removal charges

Unless you have our agreement to the contrary you must pay our charges on the day of your removal. Interest at 2% per month calculated on a daily basis, is charged on all overdue accounts.

Our liability for loss or damage

In the event of our losing or damaging your goods we will pay for the reasonable costs of the repair or replacement (less wear and tear) of the item if we have been negligent.

In the event of a total or partial loss or damage to your goods, we will not be liable for the following:

"like for like" replacement value for lost or damaged goods .

any loss or damage which is not caused by us.

any unforeseeable additional costs you might incur as a result of loss of a particular item.

If you require insurance cover for any of the matters set out above you will need to arrange that independently.

Delays in transit

If we do not keep to an agreed written time scale schedule and any delay is within our reasonable control we will pay your reasonable expenses which arise as a result of our not keeping to the agreed written time schedule. If through no fault of ours we are unable to deliver your goods, we will take them into store. This contract will then be fulfilled and any additional service(s), including storage and delivery, will be at our expense.

Damage to premises

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

Time limits for claims

We will not be liable for any loss or damage to any goods unless any claim for loss or damage is notified to us in writing within FOURTEEN DAYS of either collection by you or delivery by us to their destination.

Our rights to withhold goods

We have a legal right to withhold goods until you have paid all our charges and other payments due under this contract. These include any charges that we have paid out on your behalf. While we hold the goods and wait for payment you will be liable to pay all storage charges and other costs incurred as a result of withholding your goods and these terms and conditions will continue to apply.

Sub-contracting the work

We reserve the right to sub-contract some or all of

the work for which we have provided a quotation without reference to you.

If we do sub-contract these terms and conditions will still apply in full.

Whole agreement

These Terms and Conditions together with our quotation are intended to form the whole agreement between us and to prevail over any verbal discussions. Should we mutually agree to any variation of these terms such variation should be confirmed in writing.

Jurisdiction

This contract is subject to the laws of England and Wales.