

## Terms of Business 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 (**SAFEX SERVICES LTD**). **These terms and conditions can be varied or amended subject to a prior written agreement. Your attention is drawn to Clauses 4, 9, 10, 11 and 12 which set out our liability to you for loss of or damage to goods and property.**

### 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 You do not accept our quotation in writing within 28 days, or 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 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00 18.00hrs) at your request.

1.2.4 We have to collect or deliver goods at your request above the ground floor and first upper floor unless otherwise pre-agreed.

1.2.5 If you collect some or all of the goods from our warehouse, we are entitled to make a charge for handing them over.

1.2.6 We supply any additional services, including moving or storing extra goods (these conditions apply to such work).

1.2.7 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 20 meters of the doorway.

1.2.8 You have to pay parking or other fees or charges (e.g., Tolls, Ferry Crossings etc) in order to carry out services on your behalf.

1.2.9 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.

1.2.10 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.

1.4 We offer our clients morning and afternoon slots for removal jobs. Morning slots are available from 9:00 am onwards whereas the afternoon slots are from 3:00 pm. For smaller jobs.

### 2. Work not included in the quotation

2.1 Unless agreed by us in writing, we will not:

2.1.1 Dismantle or assemble unit or system furniture (flat-pack), fitments or fittings.

2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment unless agreed by us in writing.

2.1.3 Take up or lay-fitted floor coverings.

2.1.4 Move items from a loft, unless we agreed, properly lit and floored and safe access is provided.

2.1.5 Move or store any items excluded under Clause 5.

2.1.6 Move items which are deemed over-sized or over-weight in respect of the reasonable or appropriate equipment or man-power hired for the service. We will not be held liable for any items or property damaged if moved on your request under these circumstances.

2.1.7 Unless agreed if you require an extra van on the day to move your goods that will cost you extra to finish the job on time.

2.2 If our staff is not authorized or qualified to carry out any work. We recommend that a properly qualified person is separately employed by you to carry out those services.

2.3 Due to safety reasons, our removals crew will not take off their shoes, while the removals job is being carried out. Should customers wish to prevent damage to their carpets/flooring, they must ensure that they lay down protective sheets of their own. a) Electrical and gas appliances will not be unplugged by our staff. b) Flammable liquids, such as petroleum-based fluids or oil-based paints shall not be permitted in our vehicles or stored. c) Explosive items, such as gas cylinders shall not be permitted in our vehicles or stored.

2.4 Unless agreed we will deliver you packing materials one-time free delivery. Rest any packing materials delivery charges will be £30.00 per delivery.

### **3. Your responsibility**

3.1 It will be your sole responsibility to:

3.1.1 Declare to us, in writing, the 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 A valued inventory list of all valuable and fragile items must be provided prior to the move including a total estimate of all items for the purpose of insurance cover. If this valued inventory list is not provided any claim for loss or damage may not be successful.

3.1.3 Obtain at your own expense, all documents, permits, permissions, licensees and customs documents necessary for the removal to be completed. In some cases, we can assist in organising parking suspensions and permissions at your request. However, there will be a £20 service charge.

3.1.4 Be present or represented during the collection and delivery of the removal.

3.1.5 Ensure authorized signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of goods.

3.1.6 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.

3.1.7 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.

3.1.8 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.

3.1.9 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.

3.1.10 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.

3.3 Please make sure it is your sole responsibility to check the vehicles once it empty or once the crew finish their job.

3.4 It is advised to be present or represented throughout the collection and delivery of the removal.

3.5 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.

3.6 It is the sole responsibility of the customer to provide the storage inventory list prior to moving into storage.

3.7 It is the customer's responsibility to inform in writing in case a chain contract is taking place and if there are any time restrictions to empty the premises.

3.8 With the dismantling and re-assembly service, it is the customer's responsibility to provide the manuals, as we will not be held liable for unsuccessful dismantling or re-assembly of goods.

3.9 It is the customer's responsibility to request in writing additional insurance coverage if required.

3.10 Extra insurance cover is required for items to be carried down by Hoist as the Hoist hire price does not cover damage to goods.

3.11 It is mandatory to declare the valuation of goods to be carried down by Hoist.

3.12 It is the customer's responsibility to provide or reserve parking on both ends, if we get penalty charges those will be added to the final cost, also customers are to pay for any pay and display, parking ticket issued tall/congestion charges.

## **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. Again, by undamaged we mean in the same condition as they were in immediately prior to being packed/ made ready for transportation or storage.

4.3 If we fail to discharge the responsibilities identified in clauses 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 the 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 authorized 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, including gas bottles, aerosols, paints, firearms and ammunition.

5.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, mobile phones, tablets, precious antiques 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. Flammable items, alcohol, spirit, wine, frozen food.

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 not accept liability for the loss or damage of such items. We will however 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 us any charges, expenses, damages, legal costs or penalties incurred by us.

5.4 Customer must provide us with a list of items for removal or storage.

5.5 Flammable liquids, such as petroleum-based fluids or oil-based paints shall not be permitted in our vehicles or stored.

5.6 Explosive items, such as gas cylinders shall not be permitted in our vehicles or stored.

5.7 Goods we may not remove or carry if the height or length is higher than the vehicle and storage height.

5.8 Good we may not move like v heavy safe, piano etc. if there is stair case involved, or our removal crew does not have the proper tools to move the items.

## **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 persons 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 10 days before the removal was due to start: No charge.

7.1.2 50% cancellation fee may be charged for cancellations that occur when giving less than 7 days notice.

7.1.3 75% cancellation fee may be charged for cancellations that occur when giving less than 3 days notice.

7.1.4 Less than 24 hours notice 100% cancellation fee may be charged for cancellations that occur when giving less than 7 days notice.

7.1.5 Any deposits paid toward booking a job are non-refundable in case of job cancellation.

7.1.6 You can change the moving date with 10 days notice in advance. Price may change depending on the date you are looking to move subject to slots availability.

## **8. Payment & Non-Payment:**

Removal Payment must be paid before unloading the vehicles.

8.1 Unless otherwise agreed by us in writing: Removal Payment must be paid before unloading the vehicles.

8.1.1 Payment is required by cleared funds in advance of the removal or storage period.

8.1.2 You may not withhold any part of the agreed price even in the instance of a claim for loss or damage. Any claims will only be processed once full payment has been cleared in respect of the move.

8.1.3 In respect of storage prices, they can be changed anytime by prior notification of 21 days.

8.1.4 A storage payment reminder will send a week before the due date. On not making the payments by the due date late payment charges will be incurred, 10% of the agreed amount each day overdue.

8.1.5 Deposits paid toward booking a job are non-refundable in case of job cancellation.

8.1.6 To cancel a job 10 days notice period is required.

8.1.7 There is a charge of 150 per hour after the first 30 minutes (the first 30 minutes are free of charge) wait where there is waiting involved during the move.

8.1.8 10% of the agreed price (minimum: £50) will be charged upon confirmation of booking; the remaining balance will have to be paid prior to departure from the moving address. Payments can be made by bank transfer, cheque or cash.

a) Payment by cheque or credit card an additional 3.5% fee will be charged if payment is made by cheque. Cheques must be paid at least 7 days before the day of the removal.

b) Bank transfer: must be paid at least 7 days before the day of the removal.

c) The company has the right to take full payment at any time during the day of the move, but in any case, must be paid after items are loaded onto the vehicle.

d) You can pay cash; we accept cash payment on the removal day.

8.1.9 Card Details & Payment:

a) Should you make any payments by debit/credit card, your card details may be held on our (secure) system, until your removal is completed, and the costs of the removal have been fully paid.

b) Once full payment for your removal is received, any card details we may have, shall be destroyed.

c) We reserve the right to take payment from the card (whose details are on our system), for the outstanding costs of the removal.

d) Payment by card an additional 3.5% fee will be charged if payment is made by card.

8.2 Removal Payment must be paid before unloading the vehicles.

8.3 Non-Payment:

a) If the customer is unable to pay for the service, on the day of the move, after the items have been loaded onto the vehicle, the items shall be taken to storage and shall only be released once payment has been made.

- b) If items are taken to storage, due to non-payment, the customer shall be liable for the cost of storage.
- c) If items are taken to storage, due to non-payment, the customer shall be liable for the re-delivery costs.
- d) If items are taken to storage, due to non-payment, customer items shall not be released until full payment is received.
- e) If items are taken to storage, due to non-payment, customer items shall be held for 28 days. If payment is not received during this time, Safex Services reserves the right to auction the items and use the proceeds to cover the outstanding cost.
- f) Interest on the overdue amount at the rate of 10% per month accruing on a daily basis.

8.4 All charges for storage services are payable in advance. All our charges must be paid in full in cleared funds before any goods are released from storage.

8.4.1 We review our storage charges periodically. You will be given 28 days notice in writing of any increases following which our revised rates as notified will apply.

8.4.2 On giving you 28 days 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 debts due to us, we are entitled to 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.

8.4.3 If your payments are up to date, we will not end this contract except by giving you 3 calendar months notice in writing. If you wish to terminate your storage contract you should give at least 14 days notice. If we can release the goods earlier, we will do so, provided your account is up to date.

## **9. Determination of the amount of our liability for loss or damage**

9.1 Valuations and claim limitations for all 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, 9.2 and 11 below, subject to a maximum liability of £10,000. 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 £10,000 referred to in clause 9.1.1 (unless we have agreed a higher amount with you).

9.1.2.1 We may choose to repair or replace the damaged item. If an item is repairable, we are not liable any for depreciation in value.

9.1.2.2 Any single item will be subject to a maximum liability of £100 unless the value of an individual item is otherwise declared in advance on the valued inventory list.

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 The customer is liable for the first £250 for any claim. This excess applies to all claims unless agreed otherwise in writing. The customer is liable for the first £250 for any claim, for insurance values of £0 to £10,000.

9.3 For goods destined to or received from a place outside the UK.

9.3.1 We will only accept Standard Liability if you provide us with a detailed valuation of your goods on the valuation form which we provide. All other provisions of Clause 9.1 will apply.

9.3.2 We do not accept liability for loss of or damage to goods confiscated, seized, removed, or damaged by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract.

9.3.3 We do not accept liability for loss of or damage to goods occurring in certain overseas countries, including Gambia, Iran, Iraq, Nigeria, Libya, Lebanon, Angola, Cambodia, Vietnam, N. Korea and Former States of the USSR, unless we have been negligent or in breach of contract. This list is not exhaustive, and we will advise you at the time of quotation if this exclusion applies. We will accept liability for loss or damage

(a) Arising from our negligence or breach of contract whilst the goods are in our physical possession, or

(b) 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.

In either circumstance clause 9.1 or 9.2 above will apply.

9.4 An Item is defined as:

9.4.1 The entire contents of a box, parcel, package, carton, or similar container; and

9.4.2 Any other object, furniture 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 If we are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt as soon as practically possible or within a reasonable time. This is fundamental to the Agreement.

## **11. Exclusions of liability**

11.1 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 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.

11.2.4 Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds, Precious Antiques and other such valuable collections or items.

11.2.5 Any animals, birds or fish.

11.3 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.

11.3.9a For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not packed and/or unpacked by us.

11.3.9b For any goods packed by the client and not by us, the insurance cover excludes breakage, denting, chipping and scratching in respect of all property unless caused by fire or by the vessel or conveyance being stranded, sunk, burnt, in a collision or overturned.

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.

11.3.15 For any goods of inherently weak construction by way of design or use of low-quality materials. We will not be responsible for the quality or state of such goods upon re-assembly either by us or by you nor for any damage to such goods during dismantling or re-assembling.

11.3.16 We shall not be liable for any damage to or reduction in quality of any furniture or items which are unsuitable for removal or carriage (particularly furniture sold in the form of dismantled kits / flat-packs or furniture and items constructed of veneered chip-board). Having dismantled any such furniture on your instruction, we will not be responsible for the quality or state of that furniture upon re-assembly either by us or by you nor for any damage to the furniture during dismantling or re-assembling.

11.4 Restricted Access. We will not be liable for damages to items or property resulting from moving items involving restricted access.

11.5 No employee of ours shall be separately liable to you for any loss, damage, miss-delivery, errors or omissions under the terms of this Agreement.

11.6 Our liability will cease upon handing over goods from our warehouse or upon completion of delivery (see Clause 12.2 below).

- 11.7 Due to uncertain circumstances (i.e., breakdown, accident) if we are unable to provide the vehicle promised during the survey or in booking confirmation, we will not be held liable for it.
- 11.8 Denting, chipping and scratching caused while or during the move will not be covered.
- 11.9 Damages to the property that occurs during the use of the Hoist are not covered.
- 11.10 If we cause damage to premises due to restricted access, we shall not be liable.

## **12. Notifications & 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 collects 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.
- 12.5 The time limit of the claim settlement can be between 3-6 months time depending on the claims.
- 12.6 In the event that items are damaged /missing, after informing us, the customer must submit documentation in support of their claim. This documentation must reach us no later than 7 days after the completion of the job. If this documentation is not received within this duration, no claims/compensation shall be entertained.
- 12.7 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 seven days unless you request a reasonable extension which we agree to in writing.
- 12.8 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 SEVEN DAYS** of either their collection by you or delivery by us to their destination unless you request a reasonable extension which we agree in writing.

## **13. Delays during the move or in transit**

- 13.1 Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit.
- 13.1.1 In respect of any delays during the move or in transit by reason of negligence we will be liable up to a maximum of £100 for your reasonable costs and expenses.
- 13.2 If through no fault of ours, we are unable to deliver your goods, we will take them into the store. The Agreement will then be fulfilled and any additional services, including storage and delivery, will be at your expense.

## **14. Our Right to Hold the Goods**

- 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. (See also Clause 23). 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. Our right to sub-contract the work**

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

16.2 If we sub-contract, then these conditions will still apply.

## **17. Route and method**

17.1 We have the right to choose the method and route by which to carry out the work.

17.2 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 utilized for consignments of other customers.

## **18. Advice and information for International Removals**

18.1 We will use our reasonable endeavours to provide you with up-to-date information to assist you with the import/export of your goods. 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. It is your responsibility to seek appropriate advice to verify the accuracy of any information provided.

## **19. Applicable law**

19.1 This contract is subject to the law of the country in which the office of the company issuing this contract is situated.

## **20. Your forwarding address**

20.1 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.

20.2 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.

## **21. List of goods (inventory) or receipt**

21.1 Where we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within 10 days of the date of our sending, or a reasonable period agreed between us, notifying us of any errors or omissions.

## **22. Storage**

22.1 If you require storage facilities you are obliged to provide a forwarding address and notify us in writing if it changes. All correspondence and notices will be deemed to have been received by you seven days after posting it to the last forwarding address recorded by us.

22.2 Where we provide an inventory of goods stored on your behalf it will be accepted as accurate unless you provide us with written notice of any errors or omissions within 14 days of our posting the inventory to you.

22.3 All charges for storage services are payable in advance. All our charges must be paid in full in cleared funds before any goods are released from storage.

22.4 We review our storage charges periodically. You will be given 28 days notice in writing of any increases following which our revised rates as notified will apply.

22.5 On giving you 28 days 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 debts due to us, we are entitled to 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.

22.6 If your payments are up to date, we will not end this contract except by giving you 3 calendar months notice in writing. If you wish to terminate your storage contract you should give at least 14 days notice. If we can release the goods earlier, we will do so, provided your account is up to date.

22.7 If you choose someone else to collect your goods from our storage facilities, we are entitled to make a charge for handing them over. Our responsibilities for such goods will cease upon them being handed over to your chosen representative.

## **23. Our right to Sell or dispose of the Goods**

23.1 If payment of our charges relating to your goods is in arrears, and on giving you three 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.

## **24. Termination**

24.1 If payments are up to date, we will not end this contract except by giving you three months notice in writing. If you wish to terminate your storage contract, you must give us at least 21 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.

### **Some Additional / Noteworthy Terms & Conditions:**

- The full terms and conditions have been already sent to you via email.
- Unless agreed otherwise the customer is to pay for any pay and display, Parking Ticket issued or Toll/Congestion Charges applicable.
- It is the customer's responsibility to provide or reserve parking on both ends for vans/trucks for loading and unloading the goods. If we get penalty charges those will be added to the final cost, also customers are to pay for any pay and display, parking ticket issued toll/congestion charges.
- Unless agreed otherwise the customer must notify us during the booking time, about parking loading and unloading places not far from the main door. If the parking distance is more than 20 meters from the main door may some extra charges apply for the long distance.
- Agreed charges will apply if the job extends beyond the agreed timings and dates. Removal crew are allowed 15 Minutes breaks after every 3 hours.
- Removal Vehicles cannot transport customers.
- We can stop the job and cancel it at any time, due to any misbehave, rude comments or the use of abusive language by the customer or customers. We reserves the right to refuse the job if the customer's behaviour is abusive or unacceptable at any stage.
- It is the client's responsibility to be present at all addresses concerned throughout the moving process. We will not be liable if you decide to leave the property at any stage or leave the responsibility to any of our staff including locking the main door before leaving etc. or what happens after our staff leave the property, if you decide to do it, do it at your own risk.
- It is the customer's responsibility to check vehicles after finishing the job to make sure nothing is left in the vehicle. We will be not responsible after vehicles are moved from the unloading place.
- It is important to provide a contact mobile phone number if the client or a representative is not present during the move.
- We reserve the right to refuse, cease or stop the job at any point for valid reasons such as a dispute, weather conditions or similar cases.
- Any items with special fittings from the manufacturer will not be dismantled or assembled.
- We have the right to take your goods, store them, charge all the costs involved in this procedure, and only deliver them back if the payment has been made in full including any costs of delivering them back. In the case of late payment, interest may be charged. Holding any due payment will also invalidate any insurance coverage.
- Payment for the move and any insurance purchased cannot be held due to insurance or any other claim.
- Our staff are not responsible for designing or organizing the layout of items in a property.
- No damage or loss can be claimed if part/self-loading.
- The minimum cost of Disposal / Dumping is £199.00 per half tonne.
- Emergency overnight storage charge will be a minimum of £450.00 per vehicle + redelivery charges if required depending on the slots /vehicle availability in the next days.
- Job arrival times are estimated. Although we do our best to be on time, circumstances out of our control may cause delays.
- It is our company policy All Removal Payments must be paid before unloading the vehicles.

- All due charges for services provided are required to be paid in full before unloading the goods / the completion unless otherwise given in writing by us. Failure of payment will be taken very seriously; details will be gained through all necessary methods and resources to recover payment.
- Due to health & safety reasons, our removals crew will not go into the loft to move the goods or take off their shoes, while the removals job is being carried out. Should customers wish to prevent damage to their carpets/flooring, they must ensure that they lay down protective sheets of their own. a) Electrical and gas appliances will not be unplugged by our staff. b) Flammable liquids, such as petroleum-based fluids or oil-based paints shall not be permitted in our vehicles or stored. c) Explosive items, such as gas cylinders shall not be permitted in our vehicles or stored.
- Late working charges unless previously agreed: a) After 5.00 pm Monday to Friday- an additional charge of £29/person/hr will apply. b) After 5.00 pm Saturday, Sunday, Bank Holidays- an additional charge of £49/person/hr will apply.
- Should Congestion Charges be incurred, these shall be passed on to the customer.
- Any minor damages or scratched furniture will not cover by the insurance company. Unless previously agreed, if our removal crews are forced to wait, at any point during the removal, at the customer's request, we reserve the right to levy a £70.00 per hour per vehicle charge for the waiting time.
- No compensation for damage will be paid we have not undertaken any packaging work.

**Such goods will not be removed or stored by us except without prior written agreement.**

- Jewellery, watches, trinkets, precious stones, money, mobile phones, laptops, I-pad, deeds, securities, stamps, coins, or goods or collections of a similar kind, handbags, rings, bank cards, personal documents passports, IDs, Personal paperwork.
- Potentially dangerous, damaging or explosive items.
- Goods are likely to encourage vermin or other pests or to cause infection.
- Refrigerated or frozen food or drink.
- Any animals and their cages or tanks including pets, birds or fish. Cars, boats and caravans.
- Furs, perfumery, wines, spirits, tobacco, cigars, cigarettes, foodstuffs, perishable goods or any kind of explosives.
- **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. Any variation however agreed shall never invalidate the remainder of these Terms and Conditions.
- **Jurisdiction** This contract is subject to the laws of England and Wales if our principal place of business is situated in England or Wales, or to the laws of Scotland if our principal place of business is situated in Scotland.