

# Terms and Conditions

## Introduction

These conditions explain the rights, obligations, and responsibilities of both the Remover and the Customer in relation to removal and storage services provided by the Remover, unless otherwise agreed in writing between the Remover and the Customer. These terms and conditions can be varied or amended subject to prior written agreement.

By placing an order or making a booking, regardless of the method used to make the booking, You agree to be legally bound by these Terms and Conditions.

## 1. Parties

The parties to the Contract are Torbay & Devon Movers Removals & Storage Services herein identified as the 'Remover' 'We', 'Us', or 'Our'; and the person, entity, or Company herein identified as the 'Customer' or 'You' or 'Your' who requests the removal and/or storage services regardless of the method of entering into this Contract.

**1.1** By contracting Our services, You guarantee that:

**1.2** The goods to be removed and/or stored are Your own property, or

**1.3** The person(s) who owns or has an interest in the Item/s have given You authority to make this contract and have been made aware of these conditions

**1.4** You will pay us for any claim for damages and/or costs brought against us if either clause 1.2 or 1.3 is not true.

## 2. Definitions

**a)** "Work" means removal, transportation, lifting, handling, packing/unpacking, storage, and any other services rendered to You by Us.

**b)** "Premises" means the place(s) where the Work is to be performed or the goods stored.

**c)** "Item or Items" refers to 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 the Remover for the Customer.

**d)** "Equipment" means anything used by us in the execution of the Work.

**e)** "Contract" means the Contract for the supply and acquisition of the Work.

**f)** "Terms" means the standard terms of purchase set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Remover and the Customer.

**g)** "Working days" refer to the normal Working Week of Monday to Friday and excludes Weekends and Public Holidays.

**f)** "Inventory" refers to the complete and total list of Item/s that constitute the total work.

## 3. Our Quotation

Our quotation provided to You, unless otherwise stated in writing, does not constitute a booking until You confirm the date the Work is required to be completed and notice of such is confirmed by Us as having been received by You, or a deposit or full payment is received by

Us from You for a confirmed date. Furthermore the Customer accepts that by accepting Our quotation this does not oblige the Remover to keep any implied or anticipated dates for the work to be carried out exclusively available to the customer until such time as a confirmed date and booking is confirmed as having been agreed in writing between the Remover and the Customer. The Remover is entitled to take on other Work on any date without notice to the Customer until a confirmed booking has been agreed, in writing, as having taken place for which a deposit may or may not be required to confirm. Furthermore our quotation provided to You by Us does not include cancellation/postpone insurance or waivers, customs duties, port charges including (but not limited to) demurrage, inspections or any other fees, or taxes payable to government bodies or agencies unless specified. It does include us accepting liability for Your goods subject to the terms and conditions of this Contract and covers your goods in transit under the terms of our Goods in Transit Insurance; (copy of such document available on request).

**3.1** The quotation constitutes an offer by the Remover to acquire the Work subject to these Terms. The Work is carried out at a fixed price, unless stated otherwise, regardless of the method of booking, and 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:

**3.1.1** You do not accept our quotation in writing within 28 days, or the Work is not carried out or completed within three months from the date Our quotation was sent to You (regardless of the method).

**3.1.2** Our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges beyond Our control.

**3.1.3** Inventories supplied by the Customer are dishonest or inaccurate and constitute more Work and resources than agreed with the Remover at the time of booking.

**3.1.4** We have to collect or deliver goods at Your request to an address/es not disclosed and agreed at the time of booking between the Customer and the Remover.

**3.1.5** If You or Your agents request collection or access to Your goods whilst some or all of the goods are in Our storage, We are entitled to make a charge for our attendance to accommodate this request.

**3.1.6** We supply any additional services, including moving or storing extra item/s.

**3.1.7** The stairs, lifts or doorways are inadequate for free movement of the Item/s 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 metres of the doorway.

**3.1.8** We have to pay parking or other fees or charges (including fines where You have not arranged agreed suspension of parking restrictions) in order to carry out the Work on Your behalf. Charges or parking fines for illegal parking, caused by our negligence You are not responsible for.

**3.1.9** There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the agreed Work.

**3.1.10** Where We have given You a price including redelivery from storage within Our quotation and the re-delivery from storage has not taken place within six months from the date of the issue of the quotation.

**3.2** In the aforementioned circumstances, adjusted charges will apply and become payable to which You agree to by contracting the Remover to undertake the Work.

**3.3** We reserve the right to change the price or quotation prior to an order being placed, a booking being made or the Work commencing. In the event of this occurring We will inform You in writing, and You have the right not to proceed with placing an order, making a booking, and may cancel Your booking without forfeit.

#### **4. Work included in Our quotation**

The quotation to undertake the Work provided by the Remover to the Customer includes all labour charges, fuel, and Goods in Transit Insurance as well as for the dismantling and reassembly of furniture, fixtures, or fittings, by the Remover for the Customer, regardless of the method of booking, providing:

**4.1** Item/s requiring dismantling and/or reassembly are identified at the time of the removal survey or booking or in the absence of a survey during the supply or contact by the Customer to the Remover of a Inventory of Item/s that constitute the Work, or at the time the Work is carried out as agreed between the Remover and the Customer.

**4.2** The Remover will endeavour to reassemble any dismantled Item/s to the same standard and condition before dismantled, however the Customer accepts that reassembled Item/s may not reassemble to the exact condition prior to dismantling.

**4.3** The Remover will not be held responsible for dismantled Items that do not reconstruct to the exact condition before dismantling.

**4.4** Dismantling and reassembly of Item/s is undertaken at the Removers discretion at the time the Work is undertaken and maybe refused, regardless of whether included in the quotation. The Remover reserves the right to refuse to dismantle or reassemble any Item/s which he/she does not feel competent and appropriately skilled to undertake or which would contravene legal or industry standards or where the Remover deems an unreasonable risk exists which may cause harm to life, health, Premises, property, or the environment.

**4.5** Any Item/s identified and agreed to be dismantled or reassembled between the Remover and the Customer which formed part of the quotation and Contract which are subsequently not dismantled or reassembled, providing clause 4.4 does not apply, the Remover agrees to a reduction in the quotation at a rate of £25.00 per Item or a repeat attempt to complete the Item, at a mutually agreeable time to both parties and providing no loss of earnings or financial penalties are imposed on either party for the agreed re-attempt. If a mutually agreeable date within 28 days of the estimated completion of the Work can not be reached between the Remover and the Customer the above stated £25.00 reduction in the quotation will form full and final settlement.

**4.6** We do not usually request a deposit in order to make a booking, however We do reserve the right to request one. Where a deposit is required this may be in the form of part or full payment, by cleared funds, in advance of the Work commencing.

**4.7** Deposits which are not received as cleared funds 14 Working Days in advance of the Work being undertaken we reserve the right to withdraw our quotation and cancel Your booking without notice.

**4.8** Deposits are refundable under the specified terms of clause 12.

**4.9** The quotation to undertake the Work provided by the Remover to the Customer includes the disconnection, preparation for transit, and re-connection of electrical apparatus or equipment including but not limited to, washers, dryers, dishwashers, cookers, fridges, freezers, televisions, electrical goods and other white goods providing the Remover is suitably skilled and competent to undertake the Work according to professional, industry, and legal standards. The Customer is advised to discuss their requirements with the Remover in this respect as professional tradesman may need to be sub-contracted e.g. gas engineers.

**4.10** The Remover reserves the right to refuse to disconnect, prepare for transit, or reconnect any such Item/s, (electrical or not) he/she does not feel competent and appropriately skilled to undertake or which would contravene legal or industry standards or where the Remover deems an unreasonable risk exists which may cause harm to life, health, Premises, property, or the environment.

**4.11** It is the Customer's responsibility to arrange suitably qualified persons to attend to fitting and connecting and making fit for purpose any Item/s, electrical apparatus or equipment including but not limited to, washers, dryers, dishwashers, cookers, fridges, freezers, televisions, electrical goods and other white goods and maintaining their Items to industry standard safety regulations.

## **6. Work excluded from Our quotation**

**6.1** Unless otherwise agreed in writing the following Work shall be excluded from the quotation and the Contract:

**6.1.1** The packing and/or unpacking of goods before and after a removal unless the Remover and Customer have agreed packing services.

**6.1.2** The removal and/or relaying of carpets, blinds, curtains, and any removal/re-affixing of any wall mounted fixtures and fittings.

**6.1.3** Move or store any Items excluded under Clause 7 unless agreed between the Customer and Remover for which additional charges may apply.

**6.2** Alterations to clause 6 are permitted with the Remover and Customer's agreement (by any method).

## **7. Items not to be submitted for removal or storage**

**7.1** Unless previously agreed in writing by a Owner/Manager or other authorized company representative, the following Item/s must not be submitted for removal or storage and will not be moved or stored by us unless clause 7.2 is evoked. The Item/s listed under 7.1.1 below may present risks to health and safety and of fire. Items listed under 7.1.2 to 7.1.6 below carry other risks and You should make Your own arrangements for their transport and storage.

**7.1.1** Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive Items, including gas bottles, aerosols, paints, firearms and ammunition.

**7.1.2** Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or Item/s or collections of any similar kind.

**7.1.3** Plants or Item/s likely to encourage vermin or other pests or to cause infestation or contamination.

**7.1.4** Perishable Items and/or those requiring a controlled environment.

**7.1.5** Any animals, birds or fish including livestock.

**7.1.6** Item/s which require special licence or government permission for export or import.

**7.2** 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 and recommend you make Your own arrangements to insure the Item/s in transit. Your attention is drawn to clauses 13, 14, and 18.

**7.3** If You submit such goods without our knowledge We reserve the right to dispose of the Item/s without notice to you or make the Item/s available for Your collection and if You do not collect them within a reasonable time We will apply clauses 11, 13, and 14.

**7.4** You will furthermore pay to us any charges, expenses, damages, legal costs or penalties incurred by us in the event any of clauses 7.1 – 7.1.6 or 7.3 apply.

## **8. Inspection of goods and disposal of certain goods**

**8.1** The Remover reserves the right to open or inspect Item/s to ensure compliance with clause 7 above or in the interests of health, safety or security.

**8.2** If upon opening or inspecting the Item/s the Remover, on reasonable grounds, believes that the Customer is in breach of clause 7 above or that the goods pose a threat to health, safety, Premises, or the environment the Remover shall be entitled (without prejudice to any other rights it may have) to dispose of the goods forthwith without compensation to the Customer.

## **9. Our responsibility**

**9.1** It is our responsibility to deliver Your Items to You 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. Your attention is drawn to clause 18 in its entirety in respect of our liability to you and any limitations of the same.

**9.2** If We fail to discharge the responsibilities identified in clause 9.1 and 9.2, We will, subject to the Customer fulfilling all the terms and conditions herein, be liable to compensate You for such failure pursuant to the terms and conditions herein detailed.

**9.3** We will not be liable to compensate You where the Customer is in breach of the conditions herein detailed unless the Remover is negligence or in breach of contract.

## **10. Your responsibility**

**10.1** It will be Your responsibility as the Customer or representative or agent of the Customer to:

**10.1.1** Supply accurate information to the Remover at the time of your removal survey/enquiry or booking to include;

- **a)** A complete Inventory of your Item/s noting that the Remover reserves the right to refuse to move, handle, or store any Item/s not declared as forming part of the Work at the time a quotation was produced and accepted or a booking made.
- **b)** Full postal addresses for all Premises involved in the Work to include any additional pickup or drop off Premises if applicable.
- **c)** Contact information to include the full name/s of authorised Customer/s and at least one other contact method of either a telephone number, email address, or social media account which is checked at reasonably regular intervals for correspondence to plan your Work.
- **d)** Inform the Remover as soon as reasonably possible of any changes to the date, time, Inventory, or services required and any other information which the Remover can reasonably be expected to know in order to complete the Work without unreasonable additional costs, time, or resources being necessary.

**10.1.2** Where We produce a list of Your goods (Inventory) at the time of the removal survey or by provision to Us by You (regardless of method) it will be accepted as accurate unless You notify us in writing to the contrary.

**10.1.3** Provide proper and suitable access at all appropriate times to the Premises to enable the Remover to carry out the Work described in a manner that does not pose a risk to health, life, Item/s, Premises, property, or the environment.

**10.1.4** In the absence of the Remover or a suitable representative, be solely responsible for the safeguarding of all the Remover's packing cases and any other removal equipment during such time as the same are at the premises before, or after, the Work is undertaken regardless of weather the said packing cases or equipment is at the premises as loaned to the Customer in good faith or agreed between the Remover and the Customer to enable the Work to be undertaken.

**10.1.5** Declare to us, in writing, the value of the goods being removed and/or stored and accept if it is subsequently established that the value of the goods removed or stored is different to the actual value You declare, You agree that our liability will reflect the actual value and not the declared value.

**10.1.6** Obtain at Your own expense, all documents, permits, permissions, licences, customs documents necessary for the Work to be completed and arrange at your own expense for independent Valuation reports to be completed by a suitably qualified person where any Item/s value is over £4,000 and be aware of our limitations to provide compensation for Item/s above £4,000 in accordance with clauses 18, 19, and 20 to which your attention is drawn in this respect.

**10.1.7** Be present or represented during the collection and delivery of the Work.

**10.1.8** Ensure an authorized Customer signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of Item/s.

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

**10.1.10** 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.

**10.1.11** Prepare adequately and stabilize all appliances or electronic equipment prior to their removal unless We undertake to pack the Items at Your request in which event the Remover assumes this responsibility.

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

**10.1.13** Provide us with a contact name and address and at least one other contact method of either a telephone number, email address, or social media account which is checked at reasonably regular intervals for correspondence during removal, transit and/or storage of Item/s.

**10.1.14** 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 or the Work.

**10.1.15** For Item/s which We deliver, You must notify us of any visible loss, damage or failure to produce any Item/s 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 Item/s by us. The Customer accepts that any claim arising from loss or damage will be presented to our insurance provider for consideration and compensation will not be made until such claim is finalised with our insurer and we can not accept responsibility for the processing time of any such claim that is out of our reasonable control provided we supply all information to our insurer as required by them in a reasonable time frame to enable your claim to be expedited.

**10.1.16** Where requested to provide evidence in the event of a claim by You against Us You agree to supply such information in a reasonable time frame, in legible, accurate condition, and accept that failure to produce required evidence may invalidate Your claim.

**10.1.17** Accept that Item/s not declared as forming part of the Work upon which our quotation was based the Remover may refuse to move, handle, or store or impose additional charges for moving, handling, or storing.

**10.1.18** Read the herein terms and conditions of contract (freely available on our website at [www.devonmovers.co.uk](http://www.devonmovers.co.uk)) and inform the Remover if there is anything which the Customer does not agree to or understand within a reasonable timeframe which would reasonably allow the Remover to undertake alternative Work in the event that terms can not be agreed and the booking subsequently being cancelled.

## **11. Payment**

**11.1** Unless otherwise agreed by us in writing:

**11.1.1** Quotations requiring a deposit will require cleared funds 14 Working Days in advance of the Work unless agreed in writing to the contrary.

**11.1.2** The Remover will give the Customer a minimum of 28 days notice of any changes to the cost of any storage facilities the Customer contracts the Remover to provide for Item/s.

**11.1.3** The Customer shall not be entitled to withhold any part of the agreed payment on the grounds that there is a claim against the Remover arising out of this or any other contract.

**11.1.4** In respect of all sums which 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.

Unless stated in Our quotation or when Your booking is accepted We require any outstanding balance to be paid on completion of the Work by clear funds, accepted forms of payment include bank transfer (details available on request) or by cash. We regret to currently do not offer credit or debit card payment facilities. Clauses 13 and 14 for non-payment of charges will apply.

## **12. Cancellations**

**12.1** If You postpone or cancel your booking, We will not charge You if Your booking did not require a deposit. Where a deposit was paid deductions to Your deposit correlate with the notice period given which would reasonably allow the Remover to undertake alternative Work.

**12.1.1** More than 10 Working days before the removal was due to start: No charge.

**12.1.2** Between 7 and 10 Working days inclusive before the removal was due to start: 30% of the quotation deduction, 70% reimbursed.

**12.1.3** Less than 7 Working days before the Work was due to start: 60% of the quotation deducted, 40% reimbursed.

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

If payment of our charges relating to Your Item/s is in arrears by 28 working days We are entitled to require You to remove Your Item/s from our custody and pay all money due to us or we will evoke clause 14 or whichever applies more appropriately to the contract of Work. 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 by lawful means which may affect your ability to obtain credit in the future.

### **14. Lien (Our Right to Hold the Item/s)**

We shall have a right to withhold and/or ultimately dispose of some or all of the Item/s until You have paid all our charges and any other payments due under this or any other Agreement. These include any charges that We have paid out on Your behalf. While We hold the Item/s You will be liable to pay all storage charges and other costs incurred by our withholding Your Item/s and these terms and conditions shall continue to apply.

### **15. Route and method**

**15.1** The Remover may at any time inter-change Item/s between vehicles and storage facilities in order to complete the Work and may choose which route or by which means the Item/s shall be carried.

**15.2** Unless it has been specifically agreed otherwise in writing, other space/volume/capacity on our vehicles and/or storage facility may be utilized for consignments of other Customers.

### **16. Delays**

**16.1** The Remover will use all reasonable endeavours to perform the Work within or at the agreed time. It will, however, not be liable for any loss or damage, whether direct or indirect, or of a consequential nature resulting from its failure to perform the Work within the agreed time if the Remover is delayed in completing the Work as a result of circumstances beyond its control. You agree to grant an extension of time for the Work to be completed and further agree to pay any additional charges emanating from the provision of additional resources if such circumstances were reasonably out of the Removers control.

**16.2** The Remover accepts liability for delays if due to negligence or breach of contract.

**16.3** If delays beyond our reasonable control prevent us completing the Work we will endeavour to complete the work at a mutually agreeable future time and date, no less than 28 days from the expected completion date of the Work. However the Customer accepts that this will be determined by the availability of the Remover to complete the Work without affecting existing contracts with other customers which would make the Remover in breach of contract and liable to unreasonable financial penalties. Where the delay was reasonably out of the Removers control the Customer accepts that further charges may become payable and the Customer is entitled to make alternative arrangements to complete the work.

**16.4** Refunds for delays that were reasonably out of the Remover' control will be considered by Us on an individual merit basis with the Remover reserving the right to consider loss of earnings in calculating if any refund is reasonably due to the Customer.

**16.5** In the event that circumstances beyond the Removers control cause delay or prevention of the Work being completed, the Customer accepts that any Item/s that remain in the Remover' custody may need to be stored to enable the Remover to fulfil other contracts. Where this is necessary the Remover shall provide the Customer with the option to rent storage facilities directly from the Remover if availability permits and where this is not possible



the Customer will undertake to arrange storage facilities and furthermore the Customer is responsible for the rental costs of any such arranged storage facilities.

**16.6** In the absence of a contract for Customer Item/s to remain in the custody of the Remover, if any Customer Item/s remain in the Remover' custody without consent and which are subsequently requested by the Remover to be removed from the Remover' custody, the Customer is responsible for removing such Item/s at their expense and agrees to be liable to pay to the Remover any costs incurred by the Remover for storing any Item/s at a rate not in excess with its usual weekly storage rental amount and may also include costs related to loss of earnings if Item/s remaining in the Remover' custody without consent prevents the Remover from undertaking other bookings whether for removal or storage services. A minimum storage charge period of 7 working days will apply in this circumstance even if the storage period was less than 7 working days.

## **17. Sub-contracting**

The Remover reserves the right to sub-contract all or part of the Work. If the Remover sub-contracts, he does so as the agent of the Customer which means that the removal will still be carried out in accordance with and subject to these terms and conditions.

## **18. Liability for loss or damage**

**18.1** In the event of loss of or damage to Your goods caused by negligence or breach of contract on our part, our liability to You is to be assessed as a sum equivalent to the cost of the repair or replacement of the Item/s, taking into account the age and condition immediately prior to the loss or damage to the Item/s, subject to a maximum liability of £4,000 per Item unless We have agreed a higher liability sum with You in writing.

**8.2** Claims for Item/s lost will only be considered where such Item/s are recorded in writing as being present on the Inventory and forming part of the Work at the time our quotation was accepted or a booking made.

**8.3** The amount of our liability for loss or damage to Item/s or Premises will reflect Item/s or Premises' actual market value, not declared values, unless such a valuation can be substantiated by a valid receipt no greater than 12 months old or a valuation report of the same age, from a suitably qualified company or person who should be prepared to submit the said same valuation report to Us on request in the event of any claim by You against Us.

**8.4** Any claim for damage to Item/s for which the Customer can not produce a valid receipt or valuation report for, the Remover reserves the right to consider as being purchased by the Customer as pre-owned or in second-hand condition and any compensation due to the Customer will reflect the current reasonable market options to repair or replace the Item/s in the same pre-owned or second-hand condition.

**8.5** 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.

**8.6** Where the Customer undertakes to pack Item/s into boxes, parcels, containers, or other similar packing/storage container/s, whether sealed or not, the Remover does not accept liability for any damage to such Item/s.

**8.7** Where the Remover undertakes to pack Item/s into boxes, parcels, containers or other similar packing/storage container/s, whether sealed or not, the Remover accepts liability for provided the Customer complies with the relevant Terms and Conditions herein detailed, particularly clauses 7, 10, and 11.

**8.8** If We cause loss or damage to Premises or property other than the Item/s for removal as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only.

**8.9** You must notify Us of any visible loss or damage to premises, property or Item/s submitted for removal and/or storage or any other Item/s not submitted for removal and/or storage 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 Item/s by us.

**8.10** If We cause damage as a result of moving Item/s under Your express instruction, against our advice, and where to move the Item/s in the manner instructed is likely to cause damage, We shall not be liable.

**8.11** For Item/s destined to or received from a place outside the UK;

**18.11.1** We will only accept Standard Liability if You provide us with a detailed valuation of Your Item/s on Your Inventory. All other provisions of Clause 18.1 will apply.

**18.11.2** 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.

**18.11.3** We do not accept liability for loss of or damage to Item/s 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:

- arising from our negligence or breach of contract whilst the Item/s are in our physical possession, or
- (b) whilst the Item/s are in the possession of others if the loss or damage is established to have been caused by our failure to pack the Item/s to a reasonable standard where We have been contracted to pack the Item/s that are subject to the claim.

## **21. Exclusions of liability**

**21.1** We will not be liable for loss of or damage to Your Item/s as a result of fire or explosion howsoever that fire or explosion was caused, unless We have been negligent or in breach of contract.

**21.2** 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 Item/s if caused by any of the following circumstances:-

**21.2.1** 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.

**21.2.2** Loss or damage arising from ionising radiations or radioactive contamination

**21.2.3** Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack

**21.2.4** Indirect or consequential loss of any kind or description

**21.2.5** By normal Wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable Item/s. This includes goods left within furniture or appliances.

**21.2.6** By vermin, moth, insects and similar infestation, damp, mould, mildew or rust

**21.2.7** By cleaning, repairing or restoring unless We arranged for the Work to be carried out.

**21.2.8** By change to atmospheric or climatic conditions.

**21.2.9** For any Item/s in wardrobes, drawers or appliances, or in a box, parcel, package, bundle, carton, case or other similar packing container/s not both packed and unpacked by Us.

**21.2.10** Loss of or damage to china, glassware and fragile Items unless they have been both professionally packed and unpacked by Us. 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.

**21.2.11** For electrical or mechanical derangement to any appliance, instrument, clock, computer or other electronic device.

**21.2.12** Loss or damage of motor vehicles caused by scratching, denting and marring unless You obtain from us a pre-collection condition report.

**21.2.13** 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.

**21.2.14** For any Item/s which have a pre-existing defect or are inherently defective.

**21.3** The Customer shall forfeit their rights to submit a claim against Us for any loss or damage or failure to produce Item/s submitted for removal and/or storage where the Customer, or Customer' representative or agent has agreed in writing on the appropriate Customer Satisfaction sign-off form supplied by us on completion of the Work which constitute' the Customer confirming that the Remover met all their responsibilities under the terms of the contract.

**21.4** No employee of ours shall be separately liable to You for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.

## **22 Time limit for claims**

**22.1** For Item/s which We deliver, You must notify us of any visible loss, damage or failure to produce any Item/s 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 Item/s by us.

**22.2** If You or Your agent collect the Item/s, You must notify us in writing of any loss or damage at the time the Item/s are handed to You or Your agent 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 Item/s by us.

**22.3** We will not be liable for any loss of or damage to the Item/s unless a claim is notified to Us, 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) working days of delivery of the Item/s by Us.

**22.4** 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) working days of delivery. Consent to such a request will not be unreasonably withheld.

### **23 Disputes**

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. The cost of any such arbitration will be at the discretion of the arbitrator. This does not prejudice Your right to commence court proceedings.

### **24 Advice and information for International Removals**

We will use our reasonable endeavours to provide You with up to date information to assist You with the import/export of Your Item/s. 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.

### **25 Your forwarding address**

**25.1** If Your Item/s are to be stored by Us, You must provide an address for correspondence and either a phone number, email address, or social media account contact which is checked fairly regularly and notify us if these details change. 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.

**25.2** If You do not provide an address or respond to our correspondence or notices, We may publish such notices in a public newspaper or on relevant Social Media platforms in the area to or from which the Item/s were removed. Such notice will be considered to have been received by You seven days after the publication date of the newspaper or submission of Social Media postings.

Note: If We are unable to contact You, We will charge You any costs incurred in establishing Your whereabouts.

### **26. Termination of Storage Contract**

If payments are up to date, We will not end your storage contract with Us except by giving You 28 Working days notice in writing. If You wish to terminate Your storage contract, You must give us at least 10 Working days' notice. If We can release the Item/s earlier, We will do so, provided that Your account is paid up to date.

**26.1** Only authorised employee' and sub-contractors of Ours are permitted entry to Our storage facilities. We operate a strict no third party entry policy, including the Customer or there agent, be permitted on Our storage facilities for insurance purposes and for the security and confidentiality of other customers.

**26.2** Where the Customer requests some of their belongings be removed from Our storage during the contract duration and returned to the Customer or other third party or Premises, We will endeavour to accommodate any such requests but are entitled to make a charge for

our attendance and time in doing so. Items located at the rear of storage containers will incur more labour charge than items located at the front and the Customer is advised to inform the Remover at the time of entering storage if there is a reasonable likelihood of items being removed from storage before the end of the contract to minimise the subsequent attendance costs to the Customer.

**26.3** The Work to remove items from Our storage during the contract term or at the end of the contract term must be undertaken by the Remover. Your attention is drawn to clauses 26.1 and 26.2.

## **27. Applicable law**

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