

TERMS AND CONDITIONS

These conditions set out the terms of the contract between the customer and the contractor. Any reference in these conditions to 'we', 'us' or 'our' is a reference to Making Moves Removals Limited or any other trading name we may use from time to time. Any reference in these conditions to 'you' or 'your' is a reference to the customer. **You are advised to read these conditions carefully as they explain the rights, obligations and responsibilities of both parties.**

1. Basis of quotation

Our quotation is a fixed price. Unless otherwise stated, it does not include insurance or any other fees payable to government bodies.

Although we quote a fixed price, we reserve the right to change the price or make additional charges if any of the following have not been taken into account when preparing our quotation and confirmed by us in writing:

- a) You do not accept our quotation in writing within 28 days
- b) We have to collect or deliver goods above the first upper floor
- c) There are changes in the pick up and delivery points of the goods
- d) The work is carried out on a Saturday or Sunday or Public Holiday or outside normal office hours at your request
- e) We supply any additional services, including moving extra goods, storing extra goods or assembling or dismantling any furniture
- f) The stairs lifts or doorways are inadequate for free movement of the goods or the approach, road or drive is unsuitable for our vehicles.
- g) There are delays outside our reasonable control

In any such circumstances, adjusted charges will apply and become payable.

2. Work not included in the quotation

Unless agreed by us in writing, we will not:

- a) Dismantle or assemble unit or system furniture (flat pack), fitment or fittings.
- b) Disconnect, reconnect, dismantle or assemble appliances, fixtures, fittings or equipment.
- c) Move items from a loft, unless properly lit and floored and safe access is provided.
- d) Move or store items excluded under clause 3.

Our staff are not authorised or qualified to carry out any such work. We recommend that a suitably qualified person is employed by you to carry out any of the above work. If any of our staff carry out such work, at your request and without our prior written agreement, they do so without our authority and outside the terms of their contract with us. We shall not be liable for any loss or damage which may occur in carrying out such work.

3. Goods not to be submitted for removal or storage

The following items must not be submitted for removal or storage:

- a) Prohibited or stolen goods, drugs or pornographic material
- b) Jewellery, precious stones, watches, money, deeds, securities, stamps, coins, or goods of a similar kind
- c) Potentially dangerous, damaging or explosive items
- d) Any animals or their cages or tanks including pets, birds or fish
- e) Refrigerated or frozen food or drink

We will not remove such goods. If you submit such goods without our knowledge we will not be liable for any loss or damage and you will indemnify us against any charges, damages or penalties claimed against us. Also, we shall be entitled to dispose of (without notice) any goods submitted which are listed above.

4. Your responsibility

It will be your sole responsibility to:

- a) Arrange adequate insurance cover for the goods submitted for removal and/or storage against all insurable risks
- b) 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 declared, you agree that our liability will be reduced to reflect the proportion that your declared value bears to their actual value.
- c) Prepare a detailed inventory of all goods to be removed and/or stored by us before the removal takes place.
- d) Obtain at your expense all documents necessary for the removal to be completed
- e) Be present or represented throughout the collection and delivery of the removal
- f) Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
- g) Ensure that all access is suitable for the size of the goods being moved
- h) Ensure that all goods for removal are in a fit state, including ensuring all electrical and gas appliances are disconnected and fridges/freezers are defrosted.
- i) Pay for any parking or other charges which we incur whilst carrying out work for you
- j) Provide us with a contact address for correspondence during removal transit and/or storage of goods.

5. Our responsibility

- a) It is our responsibility to deliver your goods to you, or to produce them to you 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.
- b) In the event we have undertaken to pack the goods, or otherwise make them ready for transportation or storage, it our responsibility to deliver them to you or to produce them for your collection, undamaged. Again, 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.
- c) If we fail to discharge the responsibilities identified in clause 5 (a) and 5 (b), we will, subject to clauses 9, 11, 12 and 13, be liable under this agreement to compensate you for such failure.
- d) The amount of our liability under this clause shall be determined in accordance with clauses 9 and 12.

6. Payment of removal charges

Unless otherwise agreed by us in writing:

- a) You must pay our charges in full, so that we have cleared funds in advance of the removal or storage period
- b) You may not withhold any part of the agreed price
- c) In respect of all sums which are overdue to us, we will charge interest at the rate of 4% per annum above the prevailing base rate for the time being of the Bank of England.

7. Postponement or cancellation

If you postpone or cancel this contract, we will charge you according to how much notice you provide prior to the agreed removal date. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.

- a) More than 10 working days before the removal was due to start: No charge.
- b) Between 5 and 10 working days inclusive before the removal was due to start: not more than 30% of the removal charge.
- c) Less than 5 working days before the removal was due to start: not more than 60% of the removal charge.
- d) Less than 5 working days, the full amount of the removal cost.

8. Ownership of the goods

By entering into this contract you guarantee to us that:

- a) The goods to be removed and/or stored are your own property; or

b) The person(s) who own the property have given you full authority to enter into this contract and have been made aware of these conditions
You agree to indemnify us against any charges, demands and claim for damages (including costs) if either of the above proves to be untrue.

9. Our liability for loss or damage

- a) If you provide us with a declaration of the value of your goods and subject to clause 4b, the amount of our liability to you in the event of loss or damage to those goods in breach of clause 5 will be determined in accordance with clauses 4b, 4c, 4d and 12 below, subject to a maximum liability of £25,000.
- b) In the event of us losing or damaging your goods, if we have been negligent or in breach of contract, our liability to you is to be assessed as a sum equivalent to 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 a maximum sum of £25,000.
- c) Where the lost or damaged item is part of a pair or set, our liability to you is to be assessed only for the lost or damaged item, excluding any depreciation in value because they are a pair or set.
- d) In the event of a claim for loss or damage being settled, it will be settled on an indemnity basis not new for old.
- e) Any claim for loss or damage to goods must be pointed out to us immediately and must be notified to us in writing within seven days.

10. Delays in transit

Unless we give a specifically agreed written timescale then arrival and departure times are an estimate only. We shall not be liable for delays due to weather conditions, mechanical failure, traffic congestion or occurrences outside our control.

11. Damage to premises

- a) We shall only be liable for damage to premises caused by our negligence or breach of contract. We will only be liable for the damaged area.
- b) Any damage to premises must be pointed out to us immediately and noted on the job sheet or delivery receipt and must be confirmed to us in writing within seven days
- c) In the event of us damaging your premises, if we have been negligent or in breach of contract, we will pay you up to a maximum sum of £200 per premises.

12 Exclusions of liability

- a) Other than by reason of our negligence or breach of contract, we will not be liable for loss or damage to your goods or premises as a result of fire or explosion howsoever that fire or explosion is caused.
- b) Other than by reason 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: food & drink, furs, jewellery, watches, precious metals and precious stones, deeds, bonds, bills of exchange, promissory notes, money or securities, stamps of all kinds, manuscripts and other documents.
- c) Other than by reason 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: by war, invasion, act of God, normal wear & tear, gradual deterioration, mildew, moth, vermin, or any process of cleaning, repairing or restoring or storage outside the normal course of transit. For electrical or mechanical derangement to any appliance, instrument, clock or computer unless there is evidence of related external means.
- d) We do not accept liability for damage caused to goods in wardrobes, drawers, boxes, appliances or in a package, bundle or carton case or other container not packed and unpacked by us.
- e) Our liability will cease upon completion of delivery or collection of goods by you.

13. Time limits for reporting claims

You must notify us in writing of specific loss or damage within the time limit stated below otherwise we will not be liable:

- a) For goods which we deliver, you must notify us of any visible loss, damage or failure to produce any goods at the time of delivery
- b) For goods collected or removed from our premises or storage by anyone other than us, you must notify us in writing of any loss or damage at the time the goods are handed to you or your agent.
- c) For goods believed to be lost or damaged, you must notify us within seven days of delivery of the goods by us.

14. Our rights to hold the goods (Lien)

We shall have a right to withhold and/or ultimately dispose of some/all of the goods in our possession until you have paid all of our charges and any other payments due under this or any other contract. While we hold the goods and wait for payment 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. Revision of storage charges.

We review our storage charges periodically. You will be given 28 days notice in writing of any of our increases.

16. Our right to sub-contract the work

- a) We reserve the right to sub-contract some or all of the work.
- b) If we sub-contract, then these conditions will still apply.

17. Route and method

- a) We have the right choose the method and route by which to carry out the work.
- b) 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. Your forwarding address

- a) If you send goods to be stored, you must provide an address for correspondence and you must notify us immediately 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.
- b) 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 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 cost and expenses incurred in establishing your whereabouts.

19. List of goods (inventory) or receipt

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 7 days of our sending, or a reasonable period agreed between us, notifying us of any errors or omissions.

20. Disputes

If there is a dispute arising from this agreement, which cannot be resolved, either you or we may refer it to mediation in accordance with the mediation procedures of the Centre for Dispute Resolution (CEDR) in London upon notice to the other party.

21. Law and Jurisdiction

This contract is subject to the laws of England and Wales and the English Courts shall have exclusive jurisdiction.