TERMS AND CONDITIONS

(A COPY IN A LARGER FONT SIZE IS AVAILABLE UPON REQUEST)

These are the Terms and Conditions on which We supply Our services to You, and explain the rights, obligations and responsibilities of all parties. We draw Your attention in particular to paragraphs 5, 6, 9, 10, and 14 which contain limitations on liability and paragraph 22.a which deals with charges if You cancel. We also draw Your attention to paragraph 19 which sets out the process (and important time limits) for notifying Us about loss or damage to Your Property.

Definitions

For the purposes of this Agreement, the following definitions shall apply:

- "**Agreement**" includes these Terms and Conditions, the Quotation and Acceptance of Quotation and (where applicable) the MoveProtect Addendum;
- "**Contract Price**" means the total price paid or payable (including, where applicable, the MoveProtect Charges) by You to Us for the services provided pursuant to this Agreement;
- an **"Item"** means the entire contents of a box, parcel, package, carton, case or similar container or any other object or thing that is moved, handled or stored by Us;
- "**Property**", "**Your Property**" or "**Goods**" means any and/or all goods submitted for packing, removal and/or storage by You;
- "**Vehicle Condition Report**" means a document provided by Us showing the Replacement Value and all pre-existing damage or defects to Your Vehicle prior to the commencement of Our services.
- "**Vehicle**" or "**Vehicles**" means any motor car, van, motorcycle or watercraft of any kind.
- **"We"**, **"Us"**, **"Our",** "**Remover**" means the company shown on the Quotation and its sub-contractors (if any);
- **"Working Day"** means Monday to Friday and excludes Saturdays, Sundays and public holidays.
- **"You"** or **"Your"** means the Customer;

1. Information about Us and how to contact Us

You can contact Us by telephone, email or by post using the details at the top left of the Quotation document. If We have to contact You, We will do so by telephone, by post or by emailing You using the details You have provided to Us.

2. Our Quotation

a. Our Quotation, unless stated otherwise, does not include customs duties, demurrage and inspections or any other fees or taxes payable to government bodies.

b. Our Quotation is based on the information provided by You, and is based on the following assumptions:

i. You have provided Us with a list of Your Property or shown Us Your Property;

ii. The volume or quantity of Your Property will not exceed the volume or quantity You told Us about or shown Us;

iii. We will have unrestricted access to the premises from which Your Property is to be collected from, and delivered to, for the period required to perform the services;

iv. Your Property will be made ready for transit/storage on the agreed date.

c. Unless already included in Our quotation, additional charges may apply in the following circumstances:

i. You do not accept Our Quotation within 28 (twenty-eight) days from the Quotation Date; the services do not commence within 28 (twenty-eight) days from the date of the signed Acceptance of Quotation; or, where Our Quotation includes a price for redelivery from store and the re-delivery from store has not taken place within 6 (six) months from the Quotation Date;

ii. Our costs change due to, currency fluctuations or changes in taxation or freight, fuel or congestion charges, which are beyond Our control;

iii. The services are carried out on a non-Working Day or outside normal hours (08:00 -18:00) at Your request;

iv. We have to collect or deliver Your Property above the ground floor and first upper floor at Your request.

v. If You collect Your Property (in whole or part) from Our warehouse, We may charge You for handing them over;

vi. We supply any additional services, including but not limited to, moving or storing extra Property (these Terms and Conditions will apply to any additional services);

vii. Where Property is left behind or removed in error (and this is not by reason of Our negligence), We may charge You for collection or return of the Property;

viii. The stairs, lifts or doorways are inadequate for free movement of Your Property 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;

ix. We have to pay parking or other fees or charges (including fines where You have failed to arrange agreed suspension of parking restrictions) in order to carry out services. For the avoidance of doubt, parking fines for illegal parking caused by Our negligence are not fees or charges and You are not responsible for paying them;

x. We have to pay operational charges in order to carry out the services, which may be brought in at any time by the law and amended at any time by the law. Such operational charges may include (but are not limited to) Low Emission Zone (LEZ) charges and congestion charges.

xi. There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the services.

d. In any such circumstances, as described under **paragraph 2.c.i to 2.c.ix**, We will tell You what the additional charges will be (these will vary and cannot always be calculated in advance). Unless and until We agree on any additional charges payable, We will only be able to carry out the services in so far as it is possible to do so in accordance with the Quotation.

e. This Agreement will come into force on receipt of Your instruction to perform the services detailed within Our Quotation.

f. All services undertaken by Us are transacted in accordance with these Conditions, without alteration or variation unless expressly authorised in writing by a Director or other authorised Company representative.

3. Work not included in the Quotation

a. Unless included in the Quotation or otherwise agreed by Us in writing, We will not:

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

ii. Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment;

iii. Take up or lay fitted floor coverings;

iv. Move items from a loft, unless properly lit and floored and safe access is provided; or

v. Dismantle or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move paving slabs, planters and the like.

b. Our staff are not authorised or qualified to carry out the services described in **paragraph 3.a**. We recommend that You engage a suitably qualified individual to carry out these services.

4. Our services

a. We will provide the removal and/or storage services as set out in the Quotation. It is Our responsibility to carry out the services using all reasonable endeavours to deliver or produce Your Property for collection, in the same condition that the Property was in at the time they were packed or otherwise made ready for transit and/or storage.

b. Where We provide packing services, it is Our responsibility to use all reasonable endeavours to securely pack the Property and otherwise make the Property ready for transit and/or storage.

c. We will use all reasonable endeavours to determine the appropriate method, route and storage location (where applicable) to carry out the services. We may, at Our discretion, take into account any instructions provided by You.

d. Unless otherwise stated in the Quotation, We may use any spare capacity or space in Our vehicles and/or the storage container to transport and/or store other customers' goods.

5. Your responsibility

a. It is Your responsibility to:

i. Provide Us with accurate details regarding any specific handling and/or storage requirements;

ii. Obtain at Your own expense, all documents, permits, permissions, licences and customs documents as necessary for the services to take place;

iii. Pay for any parking or meter suspension charges incurred by Us in carrying out Our services;

iv. Ensure that Your Property is made ready for transit and/or storage and is suitably packed (where You have arranged packing Yourself) to be transported or stored;

v. Be present or represented at all times during the collection and delivery of Your Property;

vi. Take all reasonable steps to ensure that Inventories, receipts, job sheets or other relevant documents are signed by You or Your authorised representative as confirmation of collection or delivery of Your Property;

vii. Ensure that nothing is left behind that should be removed and nothing is taken away in error;

viii. Arrange protection for any Property left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present at the premises;

ix. Prepare adequately and stabilize all appliances or electronic items prior to removal;

x. Empty, defrost and clean refrigerators and deep freezers. We will not be responsible for their contents (**see paragraph 6.a.xii**);

xi. Ensure that all domestic and garden appliances, including but not limited to, washing machines, dish washers, hose pipes and lawn mowers are clean and dry and have no residual fluid in them;

xii. Ensure that batteries are disconnected (where possible);

xiii. Ensure all fuel or other fluid is drained (where possible);

xiv. When storing any Property that contains built-in batteries including, but not limited to, E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles (see **paragraph 6.a.iv**), You must ensure: (a) the Goods are free from visible physical defect or fault; (b) all batteries are stored with the lowest possible charge; and (c) such Goods are not stacked and are stored allowing air circulation;

xv. Provide Us with accurate and up-to-date contact details for communication (including Your address, email and telephone number) whilst Your Property is being moved. If Your Property is being stored, You must notify Us in writing of any changes to Your contact details for the period that Your Property is being stored. Any communication sent under this Agreement will be considered to have been received by You seven (7) days after sending it by first class post to the most recent address or email recorded by Us; and

xvi. Provide a signed Acceptance of Quotation.

b. We will not be liable for any loss or damage, costs or additional charges that may arise from Your failure to comply with these responsibilities, except to the extent that such loss or damage, costs or additional charges result directly from Our negligence or breach of contract.

c. If You fail to provide accurate contact details in accordance with **paragraph 5.a.xiv** and do not respond to Our notices, We may publish such notices in a public newspaper in the area to or from which the Property was moved. Such notice will be considered to have been received by You within seven (7) days after the publication date. If We are unable to contact You, We may charge You any additional costs incurred in establishing Your whereabouts.

6. Property not to be submitted for removal and/or storage

a. Unless otherwise agreed in writing by a director or other authorised company representative, You agree not to submit the following items ("**Excluded Items**") for removal and/or storage:

i. Perfume products, tobacco, cigars, cigarettes, beers, wines, spirits and the like.

ii. Batteries of any kind UNLESS they are built-in and cannot be removed from otherwise permitted Goods (see **paragraph iv** below);

iii. Portable battery chargers, power banks or any similar portable power source;

iv. More than five (5) E-Scooters, E-Bikes, E-Skateboards or any similar vehicles with built-in batteries;

v. Money or currency of any kind, jewellery, watches, trinkets, precious stones or metals, silverware, deeds, bullion, bonds, securities, stamps, coins or goods or collections of any similar kind;

vi. Any irreplaceable Property including, <u>but not limited to</u>, family photos/videos, children's drawings/art or school work, wedding dresses and university submissions, for example (see also **paragraph 10.c.ix**);

vii. Furs worth in excess of £100;

viii. Mobile telephones, tablets, laptops or portable media or portable computing devices of any kind;

ix. E-cigarettes; **x.** Pornographic material; **xi.** Medicines or drugs of any kind;

xii. Perishable items or those requiring a controlled environment;

xiii. Property likely to encourage vermin or other pests or to cause infestation or contamination;

xiv. Pets, livestock or any other living creatures or plants;

xv. Combustible or flammable substances such as fireworks, gas, paint, petrol, oil, cleaning solvents, aerosols, or compressed gases;

xvi. Any illegal item or substances or items illegally obtained such as illicit, counterfeit or smuggled tobacco or alcohol or unsafe items;

xvii. Property which is environmentally harmful or that are a risk to property or person;

xviii. Weapons, firearms, ammunition or explosives or parts, associated accessories, materials or ingredients of all kinds;

xix. Chemicals, radioactive materials, biological agents, toxic waste, asbestos or other potentially hazardous substances;

xx. Any item that emits fumes or odours;

xxi. Any item which requires special licence or government permission for export or import.

b. You agree to make Your own arrangements to transport or store Excluded Items – We will not, under any circumstances, transport or store Excluded Items. If You submit any Excluded Items without Our knowledge, We will have no liability for loss or damage to Excluded Items or where other Property is damaged by the Excluded Items.

c. If We discover that You have submitted any Excluded Items, We will make them available for Your collection and if You do not collect them within one (1) months' time, We may apply for a court order to dispose of any Excluded Items in storage without further notice to You. You agree to pay for any expenses and costs incurred by Us in connection with obtaining the court order and disposal of the Excluded Items.

7. Transit or storage of Vehicles

a. Our liability extends to include the loading and unloading of Your Vehicle(s) whilst being driven under their own power onto and off Our transporting vehicle or container or in and around Our storage facility when undertaken by Us.

b. If You require Us to drive Your Vehicle(s) other than for the purposes described in **paragraph 7.a**, You are responsible for arranging suitable insurance.

c. For all Vehicle(s):

i. Unless We agree otherwise, the battery must be disconnected, wherever possible, and all fuel must be drained for the entire period of storage;

ii. You permit Us to disconnect the battery, wherever possible, and drain fuel but We reserve the right to refuse to do so and to require You to comply with **paragraph 7.c.i**;

iii. You must leave a key in Our possession for the entire period of transit and storage;

iv. You permit Us to move Your Vehicle under its own power while it is in Our custody. We will only move Your Vehicle where it is necessary during storage or in the ordinary course of transit.

8. Ownership of Your Property

a. By entering into this Agreement, You agree that:

i. The Property belongs to You and is Your own property;

ii. Where the Property does not belong to You, You have the full authority and consent of the owner (or any person with a legal interest in the Property) to enter into this Agreement and have provided the owner (or anyone with a legal interest in the Property) with a copy of this Agreement;

iii. Ownership of the Property is not disputed and there are no claims from a third party regarding ownership of the Property; and

iv. You agree to pay Us for any claim for damages or costs brought against Us by the owner or a third party who has a legal interest in, or claims ownership of the Property should You be in breach of this **paragraph 8**.

v. If You wish to transfer responsibility of this Agreement to a third party, You must advise Us in writing and provide their full name and address. We will issue a new Agreement to them. Our Agreement with You will remain in force until We have received a signed agreement from the third party.

9. Our liability for loss or damage to Your Property

a. Our liability commences from the time:

i. Your Property is professionally packed (if You engage Us for packing services); or

ii. We take Your Property into Our custody for the purposes of carrying out Our removal or storage services.

b. Our liability ceases:

i. When Your Property is collected from storage by You or Your agent, upon delivery to third party storage arranged by You, or when it is delivered to its intended destination by Us.

ii. Where Your Property is professionally unpacked by Us, Our liability extends to cover the period of professional unpacking, provided this takes place within seven (7) days of delivery of the Property to its final destination.

c. Limited Liability

i. Subject to the restrictions set out in this **paragraph 9**, We shall only be liable for identifiable losses, destruction of or damage to Your Property caused by Our negligence while Your Property is in Our custody and control.

ii. In the event of Our negligence and subject to all other terms and conditions in this Agreement, Our liability for loss or damage to Your Property will be limited to a sum equivalent to the actual cost of its repair or replacement (whichever is the smaller sum) up to a maximum of £40 per Item (see Definitions).

iii. For the avoidance of doubt, We shall have no liability for loss or damage unless directly caused by Our negligence.

iv. It is Your responsibility to arrange adequate insurance to adequately cover Your Property whilst in transit and in storage and We recommend that You do so. We do not give any advice as to the suitability or otherwise of any insurance cover arranged by You.

d. MoveProtect – Enhanced Liability Option

i. As an alternative to **paragraph 9.c**, You may opt for MoveProtect. "**MoveProtect**" means an agreement where We accept an enhanced liability for identifiable losses, destruction of or damage to Your Property in return for payment of the MoveProtect Charges and in accordance with the MoveProtect Addendum and this Agreement;

e. No individual employed or engaged by Us will be separately liable to You for any loss or damage under the terms of this Agreement.

10. Exclusions of liability

a. You agree that We will not be liable for any loss or damage to any Excluded Item(s) (see **paragraph 6.a**) or loss or damage to other Property caused by Excluded Item(s).

b. Where the lost or damaged Item is part of a pair or set, Our liability, 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 or any undamaged part of a pair or set.

c. We accept no liability for the following:

i. Loss or damage to any Property in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by Us;

ii. Any reduction in value or depreciation resulting from damage or subsequent repair or restoration;

iii. Loss of data records, other than the cost of blank data materials;

iv. Electrical, electronic or mechanical derangement, except where this results directly from external physical damage caused by Our negligence;

v. Any Property confiscated, seized, removed or damaged by customs authorities or other government agencies;

vi. Loss or damage to Vehicles caused by scratching, bruising, denting, marring, cost of repainting, rust, oxidisation and discolouration <u>unless</u> a Vehicle Condition Report is completed prior to the commencement of Our services.

vii. Loss or damage to a Vehicle whilst being driven under its own power other than for the purpose of loading onto or unloading from the carrying conveyance or container or in and around Our storage facility (see **paragraph 7**);

viii. Loss or damage or theft of accessories, personal effects and removable items in a Vehicle;

ix. Any value which is purely sentimental;

x. Any financial loss other than in respect of the Property, or any business loss, including loss of profits, loss of sales or business, loss of anticipated savings, loss of or damage to goodwill, or commercial value in the Property;

xi. Damage which results directly from Your Property being moved under Your express instructions against Our advice;

xii. Reimbursing You for Our Contract Prices or MoveProtect Charges following loss or damage;.

xiii. General average contribution, salvage charges, or the additional cost of onward transmission to the place, port or airport of destination unless caused by Our negligence; or

xiv. Any other loss or damage which is not reasonably foreseeable. Loss or damage is foreseeable if either it is obvious that it would happen at the time the contract was entered into, or where it is not obvious but We knew that it was a risk because (a) You notified Us in writing prior to Us agreeing Our Quotation; and (b) We agreed in writing to accept liability for this risk before entering into the Agreement.

d. Other than as a result of Our negligence or breach of contract, We will not be liable for any loss, destruction, damage, or deterioration of, or failure to produce Your Property caused by:

i. Moth or vermin or similar infestation;
ii. Cleaning, repairing or restoring Your Property unless We arranged for the work to be carried out;
iii. Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board;
iv. Normal wear and tear, natural or gradual deterioration, discolouration and loosening of joints;
v. Inherent or latent defects in the Property;
vi. Accidental damage occurring during loading or unloading Your Property except where collection or delivery is arranged by Us;
vii. Leakage of liquid from any receptacle or container or thing;
viii. Mould, mildew or rust or changes in atmospheric conditions unless proven to be caused by water entering the transit vehicle or container or unit;
ix. A cyber attack; and
x. Circumstances beyond Our reasonable control, including but not limited to, war, invasion, acts of terrorism, activities relating to war, terrorism, acts of foreign enemies, hostilities (whether war is declared or not), rebellion, revolution or military coup, confiscation or destruction under the order of any official body, radioactivity, ionising radiations from any nuclear fuel/waste, biological or chemical weaponry, pressure waves caused by aircraft or any other events outside Our reasonable control.

11. Third Party Storage Providers

a. If We arrange delivery of Your Property into a third party storage facility, and We have not been contracted to arrange storage, We accept no liability for loss or damage to Your Property for the duration of the period of storage.

b. Any loss or damage to Your Property which has occurred during transit into a third party storage facility must be reported to Us by You at the time of delivery to the third party storage facility.

c. Where We subsequently arrange collection of Your Property from a third party storage facility, and We have not been contracted to arrange storage:

i. We shall not be liable for any loss or damage to Your Property which has occurred whilst in storage, or as a result of being in storage; however,
ii. If You do not agree to a separate Agreement, these Terms and Conditions and the MoveProtect Addendum (where applicable) apply to the additional services provided.

d. For the avoidance of doubt, storage with third party storage providers is a separate contract between You and the third party storage provider, and does not form part of this Agreement.

12. Storage arranged by Us

a. If You access Your Property while stored by Us or on Our behalf:

i. Any list of Your Property or Inventory prepared when first collecting Your Property is deemed invalid if You add or remove Property from storage. In these circumstances, it is Your responsibility to provide Us with an updated list of Your Property or Inventory and Maximum Replacement Value (if You opt for MoveProtect) as soon as possible but in any event within ten (10) days.
ii. Our liability for the remaining period of storage and delivery out of store for any containers You have accessed excludes loss, mysterious disappearance, breaking, scratching, denting, chipping, staining, or tearing unless as a result of Our negligence.
iii. You must notify Us of any loss or damage You discover in accordance with **paragraph 19.d**.

b. Paragraph **12.a.ii** shall not apply when We are present while You access Your Property AND You provide adequate written or photographic evidence of any Property added to or removed from Your storage container or unit (including Your compliance with the requirements set out under **paragraph 12.a.i**).

13. Inventories produced by Us

a. Where We produce a list of Your Property or a receipt (**"Inventory"** or **"Inventories"**) and send it to You, it will be accepted as accurate, unless You write to Us within ten (10) days of the date of receipt (or a reasonable period agreed between Us) notifying Us of any errors or omissions.

14. Damage to premises or goods other than Your Property

a. Where damage occurs to the premises or goods other than Your Property during the removal, it is not always clear how the damage was caused or who caused the damage, as third party contractors are often also present at the time of collection or delivery of Your Property. For such reason, We limit Our liability for loss or damage to premises or goods other than Your Property as follows:

i. If We cause loss or damage to premises or goods other than Your Property as a result of Our negligence or breach of contract, Our liability shall be limited to making good the damaged area only. However, We are not responsible for the cost of repairing any pre-existing faults to the damaged area;
ii. If We cause damage to premises or goods other than Your Property as a result of moving goods or Your Property under Your express instructions and against Our advice, where to move the goods in the manner instructed is likely to cause damage, You agree that We will not be liable for such damage.

b. If We are responsible for causing damage to Your premises or goods other than Your Property, You must note this on the worksheet or delivery receipt as soon as practically possible or within a reasonable time.

15. Delays in transit

a. We will not be liable for any delays in transit except where caused by Our negligence or breach of contract.

b. If We are unable to deliver Your Property through no fault of Our own, We will take them into store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery from store, will be at an additional charge.

c. Any transit times quoted by Us are estimated and based upon information known to Us at the time. Transit times may vary due to a number of factors outside Our control including but not limited to changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company and port congestion. We will advise You of any material changes to the transit times as soon as practical after We become aware. We will not be liable for any loss or damage incurred by You as a result of delays in transit time unless directly attributable to Our negligence or breach of contract.

16. For Property destined to outside of the United Kingdom, or received from outside of the United Kingdom

a. We do not accept liability for loss of or damage to Property occurring in certain overseas countries, including Afghanistan, Albania, Angola, Armenia, Azerbaijan, Belarus, Bougainville, Bosnia-Herzegovina, Burma/Myanmar, Burundi, Cambodia, Chechnya Republic of, Congo (Brazzaville), Congo (Democratic Republic), Cote d'Ivoire, Crimea, Cuba, Eritrea, Former States of USSR, Gambia, Iran, Iraq, Israel, Korea DPR (North), Kyrgyzstan, Lebanon, Liberia, Libya, Moldova, Nigeria, Palestine Territories, Russia, Rwanda, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Tajikistan, Turkmenistan, Ukraine, Vietnam, Yemen, Zimbabwe, unless loss or damage occurs as a result of Our negligence or breach of contract whilst Your Property is in Our physical possession. This list is not exhaustive, and We will advise You at the time of Quotation if this exclusion applies.

b. We will use Our reasonable endeavours to provide You with up to date information to assist You with the import/export of Your Property. 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.

17. Where any part of Our Services involves a waterborne movement or airfreight

a. If the carrying vessel/conveyance fails to (i) deliver Your Property, or; (ii) routes Your Property to a place other than the original destination, and this occurs for reasons beyond the carrier's control, You have limited recourse against the carrier.

b. You may be liable for general average contribution and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination.

c. The risks described under **paragraphs 17.a and 17.b** are insurable risks and We strongly recommend You arrange adequate insurance cover at Your own expense.

18. Packing Services

a. Where We have only been contracted to pack Your Property, or packing is the only service We provide, We accept liability for loss or damage:

i. arising from Our negligence whilst Your Property is in Our physical possession, or
ii. whilst Your Property is in the possession of others if the loss or damage is established to have been caused by Our failure to pack Your Property to a reasonable standard.

19. Where Your Property is lost or damaged

a. If You have Your own insurance in place to cover loss or damage to Your Property, You must recover Your losses from Your insurers in the first instance.

b. Notwithstanding **paragraph 19.a**, if You discover loss or damage to Your Property, it is important that You notify Us in writing as soon as possible. The sooner that You notify Us, the sooner We can establish the cause of loss or damage to the Property and properly investigate.

c. You must notify Us in writing and provide a detailed description of any loss or damage to Your Property in any event within seven (7) days of:

i. delivery of Your Property to its destination; or
ii. Completion of Our professional unpacking service.

d. If You access Your Property while stored by Us or on Our behalf, any loss or damage to Your Property You discover which has occurred during transit into store must be confirmed to Us immediately upon discovery, and confirmed in writing as soon as possible thereafter, but no later than seven (7) days after discovery.

e. If You or Your authorised representative collects Your Property from storage, You must inspect the Property at the time it is handed to You or Your agent and notify Us immediately of any loss or damage and in writing as soon as possible thereafter, but no later than seven (7) days after discovery. We shall not be liable for any loss or damage which is discovered after Your Property is removed from Our custody.

f. We will not be liable for any loss of or damage to Property unless You notify Us of such loss or damage within the time limits specified above. In exceptional circumstances, We may agree to extend this time limit where You request this in writing, provided such request is received within seven (7) days of delivery or collection. Consent to such a request will not be unreasonably withheld.

g. We may make such enquiries as necessary to investigate the loss or damage to Property and You agree to co-operate with Us in Our enquiries, and to provide any additional relevant information without delay where We request this. Please retain any damaged Property until We have had a reasonable opportunity to inspect (if necessary) any damage.

h. On receipt of notice of loss or damage to Your Property, You will be given a claim form to complete and return to Us, for onward submission to Our appointed representatives. The following information will be required:

i. Your name and contact details;
ii. Estimates for repairs or replacement;
iii. As many details as possible about the loss or damage, including photographs of any damage and also any damaged item(s) in their entirety.

i. The settlement of any claim for loss or damage shall be either: replacement, repair, cleaning or compensation at Our option, subject to the liability limit set out in **paragraph 9.c.ii** or MoveProtect, where applicable. We reserve the right to collect any damaged items as salvage where the full current market value of any Property is issued in settlement of Your claim.

j. If You do not receive a response from Us within a reasonable time, You may contact Our claims agent directly at RCS, Swan House, Swan Centre, Leatherhead, Surrey, KT22 8AH, United Kingdom Tel: +44 (0) 1372 385970 Email: info@removalclaims.co.uk.

k. If You knowingly provide Us with misleading or incorrect information relating to a claim for loss or damage to Your Property, or make a claim that is fraudulent, false or exaggerated, We may:

i. reject the claim;

ii. where applicable, cancel the MoveProtect Addendum without refund of MoveProtect Charges; and

iii. recover from You any costs We have incurred in dealing with Your claim.

20. Our Right to Hold Your Property and Sell or Dispose of Your Property

a. If You fail to pay any charges due to Us under this Agreement, We may keep hold of Your Property until You have paid any outstanding and due charges. These include any charges that We may have paid out on Your behalf.

b. Whilst We hold Your Property pursuant to **paragraph 20.a**, these Terms and Conditions will continue to apply. You will pay for any charges, costs and expenses incurred by Us in connection with holding Your Property and obtaining payment from You.

c. If You fail to pay Our charges, We will provide You with written notice requiring You to move Your Property from Our custody and to pay the outstanding and due charges within three (3) months' time. If You fail to comply with the notice within the three (3) month period, We reserve the right to sell or dispose of some or all of Your Property without further notice to You.

d. You will pay for any costs incurred for the sale or disposal of Your Property. The net proceeds of any sale will be credited to Your account, subject to any deductions against other payments due to Us. Any eventual surplus will be paid to You without interest once deductions have been applied. If the proceeds of sale do not cover the amount of the outstanding charges, We may seek to recover the balance from You.

21. Charges and payment

a. Unless otherwise agreed by Us in writing:

i. You will pay Us Our charges (except for monthly storage charges) in cleared funds at the time of booking the services. We will not provide services if payment is not received.

ii. You may not withhold any part of the charges payable to Us.

iii. Where Your Property is being held in storage, You will pay Us a monthly storage charge with the first of such payments to be made on acceptance and thereafter, shall be payable in advance on the 1st day of the month during the period of storage;

iv. If You do not pay Us when payment is due (either at the time of booking the services or as otherwise agreed by Us in writing), We reserve the right to charge interest on a daily basis calculated at 3% per annum above the prevailing base rate for the time being of the Bank of England.

b. We review Our storage charges periodically. You will be given three (3) months' notice in writing of any increases.

c. If You fail to pay any charges in full, We reserve the right to limit Our liability in accordance with **paragraph 9.c** and offset unpaid charges from any indemnity owed to You. If the indemnity does not exceed the unpaid charges, the balance remains owed by You in accordance with this **paragraph 21**.

22. Termination and Cancellation

a. Charges if You postpone or cancel: If You postpone or cancel the services detailed in this Agreement at any time prior to commencement of the services, You agree to pay the charges set out below according to how much notice You give Us:

i. More than ten (10) Working Days before the services are due to start - no charge.

ii. Between five (5) to ten (10) Working Days inclusive before the services are due to start - no more than 30% of the Contract Price;

iii. Less than five (5) Working Days before the services are due to start - no more than 60% of the Contract Price;

iv. Within 24 hours before the services are due to start; not more than 75% of the Contract Price; and

v. On the day services are due to start – Contract Price.

vi. Where payment has already been made for the services, We will refund any amount paid by You (subject to any deductions for cancellation or postponement charges as set out in **paragraphs 22.a.i to 22.a.v**).

b. We may terminate this Agreement by giving You three (3) months' notice in writing. Where We terminate this Agreement, We will refund You any charges paid in advance (subject to any deductions for services already received up until termination).

c. If You wish to terminate Your storage services after they have commenced, You must give Us at least ten (10) Working Days' notice in writing. If We can release Your Property from storage 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 of termination takes effect.

d. Cancellation/Postponement Waiver

i. If offered by Us, and paid for in advance of the commencement of the services, We agree to waive the charges in **paragraphs 22.a.i** to **22.a.iv**. Our agreement to waive the charges is conditional upon Us receiving written notice of Your intention to cancel or postpone no later than 17:00 hours on the preceding Working Day before services commence. The charges relevant to this paragraph 22.d will entitle You to only one cancellation or postponement of the services.

ii. The new agreed date for Our services to commence shall then be subject to all terms and conditions of this Agreement, including the charges in **paragraphs 22.a.i** to **22.a.iv.**

23. How We may use Your personal data

a. In the performance of the services, We will need to collect and use certain personal data about You.

b. For further details on how We process, manage and use Your personal data, please refer to Our privacy policy.

24. Acceptance of Terms and Conditions by Conduct

a. By engaging in any conduct that reasonably indicates acceptance of the terms and conditions of this Agreement, You are deemed to have accepted these terms and conditions in their entirety. Such conduct includes, but is not limited to, providing booking instructions or allowing Our services to commence and paying Our fees or charges.

b. Your conduct, as described above, shall be conclusive evidence of Your acceptance of these terms and conditions, and such acceptance shall be binding and enforceable.

c. If You wish to dispute any terms herein, You must notify Us in writing at least fourteen (14) days prior to the commencement of the services. Failure to provide such notice within the specified timeframe shall constitute irrevocable acceptance of all terms and conditions of this Agreement.

d. Where this Agreement is concluded as set out under **paragraph 24.a**, Our liability shall be as set out under **paragraph 9.c** unless You have opted for MoveProtect (and complied with Your Responsibilities thereunder) in advance of Our services commencing.

25. Our rights to change terms

a. We may update these Terms and Conditions (including any Addendum) from time to time to reflect changes in law, or to meet regulatory requirements. We may also make other changes to these Terms and Conditions and where these are more substantive, We will give You at least thirty (30) days written notice before any substantive changes take effect.

b. Where such notice is given under **paragraph 25.a**, You also have the option to cancel this Agreement within the 30 day notice period provided services have not started and **paragraph 22.a** (Charges if You postpone or cancel) will not apply.

26. The law and how Your complaints are resolved

a. This Agreement is governed by English or Scottish law and You can bring legal proceedings in the event of any dispute concerning this Agreement in the English or Scottish courts. If You currently reside or are moving to a place outside the jurisdiction of the courts of the United Kingdom, alternative laws or jurisdiction of local courts may apply subject to Our written agreement prior to the services commencing.

b. If there is a dispute arising from this Agreement which cannot be resolved informally between Us, 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 legal proceedings in court.

27. Other important terms

a. We reserve the right to use sub-contractors to carry out the services (in whole or in part). This Agreement will apply to any services carried out by Our sub-contractors.

b. Even if We delay in enforcing this Agreement, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under this Agreement, or if We delay in taking steps against You in respect of Your breaching this Agreement, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

c. If a court or relevant authority finds any part of this Agreement invalid, illegal or unenforceable: the rest will continue in force; each of the paragraphs or part-paragraphs in these Terms and Conditions operates separately; and the remaining paragraphs and part-paragraphs will remain in full force and effect.

d. This Agreement is between You and Us. No other person shall have any rights under this Agreement or have the ability to enforce any of its terms.

28. Cooling-off Period.

a. If We agree the services by means of distance communication (e.g. over the telephone or online) or away from Our premises (e.g. Your house or business address), You have the right to cancel the contract within **14 days** without having to give any reason for doing so (the "cooling-off" period). However, if You request for the services to be carried out during the cooling-off period, You will have no right to cancel where the services have commenced.

b. If You cancel the services during the cooling-off period, and the services have started, You must pay the Contract Price.

c. Exercising Your right to change mind: You can cancel this Agreement during the cooling-off period by making any clear statement to Us that You wish to cancel by writing to Us at using the contact details shown on Our Quotation.

d. Refunds on cancellation: We will make any refund due to You for exercising Your right to cancel during the cooling-off period (subject to any deductions due to Us in accordance with **paragraphs 22.a and 28.b**) within 14 days from the day after You notify Us that You wish to cancel. We will make any refund using the same method of payment You used to pay Us.

MoveProtect Addendum

Please take the time to read the detailed terms in the table below. In particular, We draw Your attention to 'Exclusions – what MoveProtect does not provide for' as this includes terms where We limit or exclude Our liability to You in certain circumstances.

Note: "**MoveProtect**" means an agreement to accept an enhanced liability for loss or damage to Your Property as described in this Addendum. MoveProtect is **not** a contract of insurance. We are **not** an insurance company, nor are We acting as Your agent. We shall not arrange insurance in Your name. We assume the risk of liability ourselves, but We may at Our option arrange insurance ourselves which provides cover for Our liability to You in certain circumstances.

MoveProtect may not be available in certain circumstances, and We reserve the right to decline at Our sole discretion where You have indicated that You wish to opt for MoveProtect.

Detailed terms	
Definitions	• "**Replacement Value**" means the current cost of replacing Your Property, allowing for age, quality, degree of use and second hand market value at the time Your Property is packed or otherwise made ready for removal and/or storage. ▪ For any antiques, works of art, and the like, the Replacement Value is the current market value; and ▪ For documents, the Replacement Value shall be calculated as the physical cost of replacing the documents and/or cost of reprinting, re-issue and/or reconstitution, but excluding the value of the information contained in the documents. ▪ We are not liable for the cost of replacing Your Property as new unless You can evidence it was brand new and unused at the time Your Property is packed or otherwise made ready for removal and/or storage. • "**Maximum Replacement Value**" means the maximum sum total of the Replacement Values for Your Property at all times for the duration of this Agreement including where Our Quotation includes removal and/or storage of Your Property on multiple occasions or where You add or remove Your Property from storage.
MoveProtect - What do I receive?	• In return for payment of the MoveProtect Charges, We agree to accept an enhanced liability for loss or damage to Your Property and **paragraph 9.c** of Our Terms and Conditions will not apply. • Instead, We accept liability for any direct physical loss or damage to Your Property caused by a breach of Our Duty of Care up to a maximum of (i) the Maximum Replacement Value; or (ii) the actual value of Your Property either lost or damaged (whichever is less), taking into account any Proportional Reduction, and subject to certain exclusions (see 'Exclusions – what MoveProtect does not provide for'). • Our liability to You under MoveProtect for loss or damage to Your Property is to be assessed as a sum equivalent to the cost of (a) repair or cleaning or (b) the Replacement Value (as defined in Our Terms and Conditions), whichever is the smaller sum. • If You submit a claim, additional claims processing administration charges apply. We will deduct a £250 charge from any settlement awarded to You to cover Our administration costs ("**Claims Admin Fee**").
Our Duty of Care under MoveProtect	Our duty of care in relation to the Goods shall be that of a reasonably careful person under like circumstances. We shall not be liable for any loss or destruction of or damage or deterioration to the Goods, however caused, while the Goods remain under Our care, custody or control, unless such loss, damage, destruction or deterioration resulted from Our failure to exercise such care in relation to the Goods as a reasonably careful person would exercise under like circumstances, and We will not be liable for damages which could not have been avoided by the exercise of such care.
MoveProtect - Your Responsibility	**To opt for MoveProtect, it is Your responsibility to:** • provide Us with Your Maximum Replacement Value in the appropriate box on the Acceptance of Quotation to indicate You wish to opt for MoveProtect and return a completed and signed Acceptance of Quotation to Us; • For any Vehicles, You must also provide Us with a Replacement Value in the appropriate box on the Vehicle Condition Report (see **paragraph 10.c.vi**). • You must notify Us in writing of any change to the Maximum Replacement Value prior to Your Property being packed, collected or otherwise made ready for the removal and/or storage. If You do not notify Us otherwise, We will assume that the Maximum Replacement Value last provided to Us in writing is accurate.

Proportional Reduction	If the Maximum Replacement Value You provide is less than the actual total Replacement Value of all of Your Property at the time of loss or damage, then Our liability will be reduced to reflect the proportion that Your Maximum Replacement Value bears to the actual total Replacement Value (**"Proportional Reduction"**). *(For example: if the total Replacement Value of Your Property is £10,000, but You have declared a Maximum Replacement Value of £5,000, Our liability will be reduced by 50%. So, if £3,000 worth of Your Property is lost or damaged, Our liability would be £1,500.)*
Our Maximum Liability	We will have no liability under any circumstances for loss or damage to Your Property over and above the Maximum Replacement Value or the actual value of Your Property either lost or damaged if this is less than the Maximum Replacement Value (taking into account any Proportional Reduction).
CMR Convention	**Where the CMR Convention applies and You opt for MoveProtect:** • ***Declaration of Value:*** In accordance with Article 24 of the CMR Convention, You hereby declare the Maximum Replacement Value provided as the specific value for the Goods being transported. This value may exceed the standard liability limits set by the CMR under Article 23.3. • ***Our Acceptance of Increased Liability:*** We acknowledge the Maximum Replacement Value of the Goods as specified by You and agree to accept increased liability as per the terms of Article 24 of the CMR Convention. Our liability for loss or damage to the Goods shall be up to the stated Maximum Replacement Value. • ***Documentation:*** In compliance with the CMR requirements, Our increased liability and Maximum Replacement Value shall be explicitly stated and documented in the CMR consignment note accompanying the Goods. • ***Insurance:*** We shall ensure that Our insurance coverage is adequate to meet Our increased liability. • ***Limitation of Liability:*** This Agreement is subject to all other terms and conditions of this contract and the CMR Convention. The increased liability does not cover instances where loss, damage, or delay arises from circumstances beyond Our control, as detailed in the CMR Convention.
General Exclusions and Limitations	• We exclude and limit certain types of loss or damage, as set out in **paragraph 10** of Our Terms and Conditions. Please read these exclusions and limitations carefully – they apply whether or not You opt for MoveProtect. • There may also be circumstances where Excluded Items (**paragraph 6.a)** are moved or stored by Us without Our knowledge. Where You submit any Excluded Items for removal and/or storage in breach of this Agreement, You agree that You will bear the risk of any loss or damage to such Excluded Items and any connected consequential losses incurred by You or Us (**paragraph 6.b**).
Exclusions – what MoveProtect does not provide for	Our liability for loss or damage to the following Property is restricted: • We will not be liable for any loss of or damage to china, crockery, glassware and other fragile items ("**Fragile Items**") where they have not been both professionally packed and unpacked by Us or Our Subcontractor ("**Owner Packed**") unless caused by the collision or overturning of road vehicles or other conveyances. In any event, Our liability for Owner Packed Fragile Items is limited to £100 per Item. • With the exception of Fragile Items, in the event of an accident involving an Owner Packed Item where damage would have occurred irrespective of the quality of the packing, then Our maximum liability is limited to £100 for the entire contents of the Item or the actual value of the damaged Property (taking into account the Property's age and condition at the time of loss or damage) whichever is less. • For loss of Owner Packed Items, Our liability is limited to a maximum of £100 per Item unless a detailed list of the contents is disclosed to and agreed by Us prior to the commence of Our Services. • For the avoidance of doubt, the liability limitations noted above relate to the entire contents of the Item (as defined in Our Terms and Conditions) or the actual value of the damaged Property (taking into account age and condition at the time of loss or damage) whichever is less.
Why We restrict Our liability	In certain circumstances, We limit or exclude Our liability for loss or damage to Your Property. We do this because it is not always clear how the damage was caused or who caused the damage (e.g. where Property is not securely packed by You and this results in damage). We exclude liability for Fragile Items not packed by Us as We strongly recommend this type of Property is professionally packed to reduce the possibility of damage. We also cannot accept liability for loss or damage which could not have been reasonably avoided. Please be reminded that MoveProtect is not a contract of insurance and You have the option to arrange Your own insurance separately.

Our Agreement	Our standard Terms and Conditions also apply in full to this Agreement, save for, if You opt for MoveProtect, Our agreement to accept an enhanced liability as described above (so, **paragraph 9.c** does not apply and Our Duty of Care in respect of Your Property is as set out above.)
MoveProtect Charges	Additional charges may apply for MoveProtect where the actual Maximum Replacement Value exceeds £25,000. We may also choose not to accept a higher limit of liability under MoveProtect where the Maximum Replacement Value exceeds £25,000. We will tell You whether We can accept a higher limit of liability under MoveProtect and what additional charges may apply when You provide Us with Your Maximum Replacement Value. Unless and until We agree on any additional charges payable, You will not be able to benefit from MoveProtect.
Failure to pay MoveProtect Charges	If You fail to pay the MoveProtect Charges in full on the due date for payment (**paragraph 21**), You will not benefit from the higher limit of liability that We offer under MoveProtect and Our liability to You will, instead, be in accordance with **paragraph 9.c** of Our Terms and Conditions (i.e. loss or damage caused by negligence only up to a maximum of £40 per Item). At Our sole discretion, We may choose to reinstate MoveProtect on payment of any overdue or outstanding MoveProtect Charges, unless any loss or damage to Your Property has already occurred prior to payment of such charges.
Termination /Cancellation	**Your rights:** • You have the right to cancel MoveProtect by giving Us written notice prior to the services commencing and We will refund to You all MoveProtect Charges paid by You. • You may not cancel MoveProtect once services have commenced except where Your Property is being placed into storage for more than one (1) month, in which case, You must give Us notice in writing prior to removal of Your Property from storage. You can provide notice by writing to Us using the contact details shown on Our Quotation. • If Your Property is in storage, and You give Us notice to cancel MoveProtect prior to removal of Your Property from storage, We will refund to You any MoveProtect Charges that You have paid in advance for MoveProtect in respect of the period after cancellation (e.g. from the date that We receive Your notice to cancel). **Our rights:** • We may cancel Your right to benefit from MoveProtect and terminate this Addendum at any time by giving You thirty (30) days' notice in writing. • Where We cancel or terminate this Addendum, We will refund to You all MoveProtect Charges paid by You in advance in respect of the period after cancellation (e.g. from the date We notify You of cancellation). **Effect of cancellation or termination:** Cancellation or termination of MoveProtect will result in the enhanced liability protection set out under the MoveProtect Addendum being removed for the whole duration of Our services and **paragraph 9.c** of Our Terms and Conditions will apply.