

# Derby Removals

## Terms and Conditions

These conditions set out the terms of the contract between the removal and/or Storage Contractor (“the Contractor”) and you (“the Customer”) and explain your rights and obligations and responsibilities and those of the Contractor.

**In Clauses 9, 11 and 12, We set out Our liability to You for loss and damage to Your goods and premises. Please read these clauses carefully.**

### 1. Interpretation

1.1 Any reference in these conditions to “we” or “us” is a reference to the Contractor.  
Any reference in these conditions to “you” is a reference to the Customer.  
Any reference to “Insurance Option” is to the Insurance Option set out in Clause 9A.  
“Goods” means the goods being removed and/or stored.

### 2. Quotations

2.1 Quotations include Value Added Tax but do not include any other customs duties, levies, or fees payable to the government or other statutory bodies, and all such duties or fees (if any) will be payable by you in addition to the quoted price.

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

2.2.1 If, due to any circumstances outside our control, the work is not carried out or completed within three months of the quotation date

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

2.2.3 We have to collect or deliver Goods above the first upper floor

2.2.4 We supply any additional services

2.2.5 There are delays outside our reasonable control in which event we will calculate additional charges in accordance with our standard rates applicable at the time.

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

2.2.7 Any parking or other fees or charges that we have to incur and pay in order to carry out the services you require. In all these circumstances, you will be responsible for the extra charges.

2.3 The Insurance Option will only apply if it is stated in the quotation. A summary of the insurance coverage we maintain and any main exclusions from the cover is either enclosed with these conditions or is available upon request.

2.4 Our quotation does not guarantee that we will have vehicles available on the day you require them. Accordingly, your signed acceptance of our quotation does not constitute a contract between us until you have our written confirmation that we can move your Goods on your required date. We will send our written confirmation within one working day of receiving your acceptance of our quotation.

2.5 We agree in writing to increase our limit of liability set out in Clause 9.1.1 prior to work commencing.

2.6 The entrance or exit to the premises, stairs, lifts, or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 20 meters of the doorway.

### **3. Work excluded from our quotations**

Unless previously agreed in writing, we will not: –

3.1 Dismantle or assemble unit-furniture (flat-pack), fittings or fitments (and in any event, these works will not be covered by any insurance provided.)

3.2 Disconnect or reconnect appliances, fittings or equipment.

3.3 Remove or lay fitted floor coverings.

3.4 Take down or re-hang curtains, blinds or other window coverings.

3.5 Move night storage heaters unless they are dismantled.

3.6 Move or store any items excluded under Clause 4.

- Move any item or items which our removal crew reasonably believe they cannot move safely or the removal of which may damage the item or items in question or its or their surroundings.
- Clear driveways or other access areas (at either collection or delivery address) from snow or ice, or other materials.

### **4. Excluded Property**

The following items are specifically excluded from this contract and will not be removed: –

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

4.2 Potentially dangerous, damaging or any kind of explosive items.

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

4.4 Refrigerated or frozen food or drink.

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

4.6 Cars, boats and caravans.

4.7 Furs, perfumery, wines, spirits, tobacco, cigars, cigarettes, foodstuffs or perishable goods. Such goods will not be removed by us except without prior written agreement. If you submit such goods without our knowledge and prior written agreement, we will not be liable for any loss or damage except when death or injury is caused by our negligence or that of our employees or agents, and you will indemnify us against any charges, expenses, damages or penalties claimed against us by third parties. In

addition, we shall be entitled to dispose of (without notice) any such goods, which are listed under paragraphs 4.2, 4.3, 4.4, 4.5, & 4.7.

4.8 Breakage of owner packed property unless the box or container shows signs of external damage.

## **5. Customer's responsibility**

It is your sole responsibility to:-

5.1 Declare to us the proper value of the Goods.

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

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

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

5.5 Pay for any parking or meter suspension charges incurred by us in carrying out the work unless otherwise agreed in writing.

5.6 Ensure that the fridge freezer, deep freezers are defrosted before transportation and not switched on straightaway, the recommended time to switch on these appliances is 24 hours after delivery. We do not pack and / or transport refrigerated or frozen contents.

5.7 Provide us with a correct and up to date contact address and telephone number during removal, transit and/or storage of goods.

5.8 Ensure that the Goods or items you have packed are adequately packed as the items packed by yourself are not covered under our insurance.

5.9 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.

## **6. Ownership of the Goods**

By entering into this contract, you confirm to us that:-

6.1 The Goods are your own property; or

6.2 You have the authority of the owner of the property to make this contract in respect of the Goods. You will be responsible to pay for any claim for damages and/or costs against either of the above if this proves to be untrue.

## **7. Postponements/Cancellations**

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

More than seven days before the removal was due to start: No charge.

Less than seven days before the removal was due to start: 50% of the removal charge.

On the day the work starts or at any time after the work commences, 100% of our charges.

7.2 Condition 7.1 will not apply if you elect to take any removal postponement/cancellation protection waiver for which we have quoted.

## 8. Payment of Removal Charges

- 8.1 **Payment Requirements:** Payment of our charges is mandatory unless otherwise agreed in writing.
- 8.2 **Deposit and Balance:** A 50% deposit is required at the time of booking. The remaining balance must be paid prior to the removal service.
- 8.3 **Withholding Payment:** You may not withhold any portion of the agreed price unless we provide written consent.
- 8.4 **Late Payment:** Interest at a rate of 2% per month, calculated daily, will be applied to all overdue accounts.
- 8.5 **Contract Termination:** We reserve the right to terminate this contract and withhold services if payment is not received before the scheduled removal date.
- 8.6 **Insurance:** Goods will not be insured if payment terms are not met.

Please ensure compliance with these terms to avoid any disruptions to the service.

## 9. Our liability for loss or damage

9.1 In the event that we lose or damage your Goods, if we are liable, we will pay you up to a maximum of £50.00 sterling for each item which is lost or damaged, to cover the cost of repairing or replacing that item. In this respect, an item is defined as any one article, suite, pair, set, complete case, package, carton or other container.

9.2 We may choose to repair or replace the damaged or lost item. However, if we choose to repair the item we will not be liable for any depreciation in value.

9.3 Other than because of our negligence, we will not be liable for any loss, damage or failure to deliver the Goods if it is caused by any of the following circumstances:

9.3.1 Fire howsoever caused.

9.3.2 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.

9.3.3 Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.

9.3.4 Cleaning, repairing or restoring unless we did the work.

9.3.5 Moth or vermin or similar infestation.

9.3.6 Electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.

9.4 Additionally, we will not be liable for any loss of or damage to:

9.4.1 Any Goods in wardrobes, drawers or appliances or in a package, bundle, case or other containers not both packed and unpacked by us.

- Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a similar kind, unless you have previously given us full information

including value, and we have confirmed in writing that we will accept responsibility in accordance with 9.1 above.

- Goods which have a relevant proven defect or are inherently defective.

9.4.4 Animals and their cages or tanks, including pets, birds or fish.

9.4.5 Plants.

9.4.6 Refrigerated or frozen food or drink.

Other than because of our negligence, we will not be liable for damages or costs resulting indirectly from or as a consequence of loss, damage, or failure to deliver the Goods.

9.5 Wear and tear, gradual deterioration, scratching, bruising or denting;

9.6 Loss or damage of motor vehicles/goods/furniture caused by scratching, denting and marring unless You obtain from us a pre-collection condition report. Most of the items we move are not brand new, and it is not possible to make a note of scratches or the current condition of every item, which is the reason why scratches are not covered in the insurance unless you request a pre-collection report of item/s for which charges may apply.

## **Insurance Option**

9A This Condition applies only if you have accepted the Insurance Option. In that event, the following provisions of this Condition 9A shall apply.

9A.1, we maintain an “open cover” insurance policy from which we are able to grant sub-policies to customers who accept the Insurance Option. If you accept the Insurance Option, we shall arrange to extend to you the rights under our open cover insurance policy by way of a sub-contract of insurance in accordance with the summary of terms provided to you, which will provide cover to you for your Goods. For the purposes of such insurance cover, the indemnity value of the Goods shall be the value of the Goods stated in the acceptance of our quotation.

9A.2 if loss or damage occurs to the Goods as a result of any matter which may result in a claim under such insurance cover, you shall be required to notify the insurer promptly of the claim in writing. For the purposes of processing any such claim, you shall provide the insurer or any agent of the insurer appointed to investigate such claim with such information and assistance as may reasonably be required in relation to the claim. We will also provide to you, or the insurer or any agent of the insurer appointed to investigate the claim, with such information and assistance in relation to the claim as may reasonably be required.

9A.3 We have accepted the voluntary jurisdiction of the Financial Ombudsman Scheme and the National Guild of Removers and Stores’ Insurance Consumer Code of Practice in relation to the offer of the Insurance Option. However, we do not give any advice concerning the insurance cover referred to in Condition 9A.1, and it is for you to make your own judgement whether such insurance is appropriate to cover the Goods and risks to them.

9A.4 Nothing in this Condition 9A shall make us your agent.

## 10. Delays in transit

10.1 Unless we give a specifically agreed written timescale, then arrival and departure times are an estimate only.

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

- We shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of our obligations under this agreement if such delay or failure results from events, circumstances or causes beyond our reasonable control, including but not limited to adverse weather conditions. In such circumstances, we shall be entitled to a reasonable extension of time for performing such obligations, provided that if the period of delay or non-performance continues for four weeks, then you may terminate this agreement without penalty by giving not less than seven days' written notice to us.
- In the event that the agreement is terminated under clause 10.3 and we have part-performed any of our obligations under this agreement, including but not limited to a completed or part-completed packing service and/or any storage requirement, any charges incurred by us at the time of your termination under clause 10.3 shall become chargeable in accordance with our standard rates applicable at the time.
- In the event of termination under clause 10.3, any monies already paid will be refunded save that we reserve the right to set off such sums as are due to us under clause 10.3.1

10.3.3 We shall not be liable for any costs or charges you incur as a result of the termination of the agreement under clause 10.3.

## 11. Damage to premises

We shall only be liable for damage to premises caused by our negligence. Any damages to premises must be noted on the delivery receipt and confirmed in writing to us within seven days unless you request a reasonable extension, which we agree in writing. Because third-party contractors or others are frequently present at the time of collection or delivery, it is not always possible to Establish who was responsible for loss or damage. If We are negligent or in breach of contract or otherwise responsible for causing loss or damage to Your premises, We will pay You either;  
A: the cost of repairing the damaged area to a maximum limit of £75; or  
B: up to a maximum of £75 on each premises.

## 12. Time limits for claims

We will not be liable for any loss or damage to any goods unless any claim for loss or damage is notified to us in writing by recorded delivery post or email WITHIN SEVEN DAYS (this is a requirement of insurers) of either their collection by you or delivery by us to their destination unless you request a reasonable

extension which we agree in writing. Day one of seven to start the day after either their collection by you or delivery by us to their destination.

### **13. Our rights to withhold or dispose of Goods**

We have a legal right to withhold or (subject to complying with the notice procedure in condition 16.6) ultimately dispose of some or all of the Goods until you have paid all our charges and other payments due under this contract. These include any charges that we have paid out on your behalf. While we hold the goods and wait for payment, you will be liable to pay all storage charges and other costs incurred as a result of our withholding your goods and these terms and conditions will continue to apply.

### **14. Disputes**

14.1 If there is a dispute arising from this agreement that cannot be resolved, either you or we may refer it to the Conciliation Service provided by The National Guild of Removers and Storers ("the Guild").  
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Referral of any matter to the Guild by us does not affect your right to pursue the matter through the Court.

14.2 As a member of the National Guild of Removers and Storers, we participate in the Removals Industry Ombudsman Scheme ("the Scheme"). In the event that you are not satisfied with the result of the Conciliation Service referred to above, you are entitled to refer the matter to the Ombudsman, subject always to the rules of the Scheme from time to time.

### **15. Sub-contracting the work**

15.1 We reserve the right to sub-contract some or all of the work for which we have provided a quotation without reference to you.

15.2 If we sub-contract, these conditions will still apply in full.

### **16. Storage services**

The following terms, in addition to all other terms set out in this document, will apply to all contracts for the storage of Goods:-

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

16.2 The manner in which goods are transported and whether we use conventional or containerised storage shall be within our sole discretion unless otherwise confirmed in writing.

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

16.4 All charges for storage services are payable in advance. All our charges, including removal charges, must be paid in full in cleared funds before any goods are released from storage, and we shall be entitled to exercise a lien over those goods until we receive payment of all charges due from you to us.

16.5 We review our storage charges periodically. You will be given 28 days' notice in writing of any increases, following which our revised rates as notified will apply. We will always act reasonably when reviewing our storage charges.

16.6 On giving you 28 days' notice, we are entitled to require you to remove your goods from our custody and pay all money due to us. Any such notice will tell you that we will dispose of your goods three months thereafter if you fail to pay all outstanding sums due to us, and, in that event, we will do so 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.

16.7 If your payments are up to date, we will not end this contract except by giving you three calendar months' notice in writing. If you wish to terminate your storage contract, you should give at least 14 days' notice. Whilst we will make reasonable efforts to arrange the release of your goods on the dates you require, specific dates cannot be guaranteed.

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

### **17. Whole agreement**

These Terms and Conditions, together with our quotation, are intended to form the whole agreement between us and to prevail over any verbal discussions. Should we mutually agree to any variation of these terms, such variation should be confirmed in writing. Any variation, however, agreed shall never invalidate the remainder of these Terms and Conditions.

### **18. Jurisdiction**

This contract is subject to the laws of England and Wales if our principal place of business is situated in England or Wales or to the laws of Scotland if our principal place of business is situated in Scotland.