

Relocate Removals & Storage Ltd Terms and Conditions

These conditions explain the rights and obligations and responsibilities of all parties to this agreement. Where we use the word 'you' and 'your', it means Customer, 'we', 'us', or 'our' means the Remover. These terms and conditions can be varied or amended subject to prior written agreement. Your attention is drawn to clauses 4 & 9, which set out our liability to you for loss or damage to goods and property.

1.	Introduction	10.1.3	Breakage, scratching, denting, chipping, staining and tearing of items packed by you including trunks, suitcases and the like unless reasonably attributable to physical damage to such items caused by collision or overturning of road vehicles or other conveyances. This policy shall also exclude claims for missing items unless a valued list of contents is supplied by you to us prior to commencement of transit and such list approved by us.
	These Conditions set out the rights and obligations of the Remover ("we", "us" or "our") and the Customer ("you" or "your"). These Terms and Conditions can only be changed with the prior written agreement of both the Remover and the Customer. We cannot provide insurance cover in relation to your goods and you should therefore consider whether you need separate insurance cover. Your attention is drawn to Clause 9, which sets out our liability in respect of your goods.	10.1.4	Loss or damage which occurs prior to collection or packing by us or after delivery or unpacking by us.
2.	Quotation	10.1.5	Loss or damage to jewellery, watches, trinkets, precious stones, precious metals, coins, money, deeds, bonds, securities and stamps or collections of similar kind.
2.1	Our quotation is inclusive of VAT but unless otherwise stated does not include customs, duties, inspections or any other fees or taxes payable to any statutory body. Any such duties or fees will be payable by you in addition to the price stated in the quotation.	10.1.6	Loss or damage caused by wear and tear, gradual deterioration, warping or shrinkage, moth and/or vermin unless it can reasonably be demonstrated that such loss or damage arose as a result of our actions or failings of those of our subcontractors, agents or servants.
2.2	We reserve the right to amend the price stated in the quotation to take account of changes of circumstances which were not taken into account when preparing our quotation and are confirmed by us in writing. Such factors may include the following:-	10.1.7	Any consequential loss.
2.2.1	Where the work is not carried out or completed within 3 months of the date stated in the quotation;	10.1.8	Loss or damage to refrigerated or frozen food and/or drink, plants, house plants, brittle objects, items with inherent defects howsoever caused and/or goods likely to encourage vermin or other pests or to cause infection.
2.2.2	Increased costs resulting from currency fluctuations or changes in taxation or freight charges;	10.1.9	Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items including gas bottles, aerosols, paints, firearms and ammunition.
2.2.3	We have to collect or deliver goods at your request above the ground floor and first upper floor;	10.1.10	Animals and their cages or tanks including pets, birds or fish.
2.2.4	We supply any additional services;	10.1.11	Mysterious disappearance of customers goods in transit or in store unless evidence can be provided to prove beyond all reasonable doubt that the loss is solely attributable to the dishonesty or connivance of our employees.
2.2.5	The work is carried out outside of normal business hours (between 8.00am and 6.00pm) at your request;	10.1.12	Excluding damage to flat packed furniture.
2.2.6	We are required to provide additional services not included within the quotation, including the moving or storing extra goods;	10.2	None of our employees will incur any separate liability to you.
2.2.7	We are unable to obtain access to the delivery or collection point or such accesses inadequate or inappropriate for our vehicles;	10.3	If the value of your goods in store are, at the time of loss or damage, collectively of greater value than the value declared, then you will bear the equivalent proportion of the claim in the same ratio as the actual value exceeds the declared value.
2.2.8	We have to pay parking or other charges; or	10.4	Our liability is limited to the reasonable cost of repair and no claim will be considered in respect of any depreciation in value of any item as a result of such repair.
2.2.9	There are delays or events outside our reasonable control which increase the cost or resources required to complete the work.	10.5	Where any item consists of items in a pair or set, we will not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such part or parts may have as part of a pair or set, nor more than a proportionate part of the declared value of the pair or set.
2.3	Our quotation does not constitute a contract and accordingly there is no contract between us until you have our written confirmation that we can move your goods on the required date. Such confirmation will be sent within 2 business days following receipt of your acceptance of our quotation and the contracts then concluded will be on these Terms and Conditions.	11.	Delays in Transit
3.	Additional Work	11.1	Unless specifically agreed all arrival and departure times are estimates only.
3.1	Unless otherwise agreed in writing, the following is not included within the quotation:-	11.2	If a specific timetable is agreed in writing between us and any delay within our reasonable control occurs we will pay your reasonable expenses resulting from our failure to keep to the agreed written timetable. If through no fault of ours we are unable to deliver your goods and take them into storage then any additional storage charges and delivery charges incurred as a result will be at your expense.
3.1.1	Dismantling or assembly of units or furniture (including flat pack items);	12.	Time Limit for Making Claims
3.1.2	Disconnecting, reconnecting, dismantling or reassembling any appliances, fixtures, fittings or equipment;	12.1	You must notify us of any loss or damage within 7 days of the collection of goods by you or their delivery by us to their destination, unless we agree to an extension of this time limit. If you fail to make a notification to us of such loss or damage we will not be liable.
3.1.3	Taking up or removal of fitted floor coverings;	13.	Withholding or Disposal of the Goods
3.1.4	The movement of any item or items which our staff reasonably believe they cannot move safely, whether due to its nature or its position.	13.1	We have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other agreement between us. These may include any charges which we have paid out on your behalf. While we hold the goods you will be liable to pay all storage charges and other costs incurred by us as a result of withholding your goods and these Terms and Conditions will continue to apply.
3.2	You are recommended to make arrangements for any such work to be provided for separately.	14.	Sub-Contracting
4.	Your Responsibilities	14.1	We reserve the right to sub-contract part or all of the work provided for under this Agreement in which case these Terms and Conditions will continue to apply in full.
4.1	You must:-	15.	Storage Charges
4.1.1	Declare in writing to us the value of the goods being removed and/or stored (unless you elect for our liability to be limited to £50 per item as set out in Clause 9.1);	15.1	We may change our storage charges and you will be given three months notice of any such change in advance in writing.
4.1.2	Obtain at your own expense all permissions, consents, licences, permits or customs documents required for the removal of the goods;	16.	Applicable Law
4.1.3	Be present, either personally, or through an authorised representative, during the collection and delivery process;	16.1	These Terms and Conditions are subject to the Law of England and Wales.
4.1.4	Prepare and stabilise all appliances prior to their removal;	17.	Whole Agreement
4.1.5	Take reasonable precautions to prevent the unauthorised removal of goods not belonging to you and check to ensure that your goods are duly removed;	17.1	These Terms and Conditions together with our quotation form the whole agreement between us and all other correspondence or oral discussions or representations are excluded.
4.1.6	Provide proper protection for goods left unattended or in unoccupied premises;	18.	Termination
4.1.7	Empty, defrost and clean refrigerators and freezing equipment.	18.1	We may terminate this contract on three months notice in writing. If you wish to terminate this agreement while your goods are in storage you must give at least 10 working days notice in writing. You remain liable for charges for storage up to the date of release of the goods to you.
4.2	In addition you must provide us with contact details during the removal process including transit and/or storage of goods to the point of delivery.	19.	Damage to premises or property other than goods
4.3	We will not be liable for any loss, damage, cost or additional expense that may occur as a result of your failure to fulfil these obligations unless by reason of our own negligence or breach of contract.	19.1.1	Because third party contractors are frequently present at the time of collection or delivery, our liability for loss or damage is limited as follows: -
5.	Ownership of Goods	19.1.2	If we cause loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract, our liability shall be limited to making good the damage area only.
5.1	You confirm to us that the goods being removed are your property or that you have the authority of the owner to enter into this contract in relation to the removal of the goods and the storage thereof.	19.1.3	If we cause damage as a result of moving goods under your express instruction against our advice, and where to move the goods in the manner instructed is likely to cause damage, we shall not be liable. If we are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt as soon as practically possible or within a reasonable time. This is fundamental to the agreement.
5.2	You undertake to indemnify us for any claims and keep us indemnified against any claims resulting from any breach by you of Clause 5.1.	20.	Route and method.
6.	Excluded Goods	20.1	We have the right to choose the method and route by which we carry out the work.
6.1	Unless previously agreed by us in writing by a director, the following items are excluded from this contract and will not be removed and must not be submitted for storage;	20.2	Unless it has been specifically agreed otherwise in writing in our quotation, other space/volume/capacity on our vehicle and/or container may be utilized for consignments of other customers.
6.1.1	Prohibited, stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, aerosols, paints and firearms and ammunition;	21.	Loading the day before.
6.1.2	Keys, jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind;	21.1	The company expects you to have keys for the next day at 9.00am. There will be a charge for waiting, unless agreed with the company before loading.
6.1.3	Any goods likely to encourage vermin or other pests or to cause infestation or contamination;	22.	Additional work.
6.1.4	Perishable items and/or those requiring a controlled environment or refrigerated or frozen food or drink;	22.1	We will not be held responsible if additional work is taken on by crews assigned to your removal. If work required is not indicated on our paperwork, and is carried out by a member of our company, we will not be held responsible – this is a private arrangement entered into by you and the employee.
6.1.5	Animals, birds or fish;	23.	Goods taken out by you.
6.1.6	Goods requiring any licence or government consent for export or import or any movement contemplated within the removal.	23.1	Goods taken out by you will incur a charge of £150.00 plus VAT. Goods can be taken out from Monday – Friday only. We will not be liable for loss or damage caused when goods are taken out by you or outside carriers. To remove or gain access will be on an appointment only basis – no exceptions.
6.2	If we do agree to remove any such goods we will not accept any liability for loss or damage unless we are negligent or in breach of contract. If you submit any such goods without our knowledge we will make them available for your collection and if you do not collect such goods within a reasonable time we reserve the right to take further steps in relation to the disposal of any such goods. You must indemnify us against any additional charges, expenses, damages, costs or claims incurred by us as a result.	24.	Storage Access.
7.	Postponements and Cancellations	24.1	There is a £10 + VAT per container handling charge for each time you require access to a storage container.
7.1	If this agreement is postponed or cancelled, we may charge you depending on the amount of notice of cancellation or postponement given. Our charges are as follows:-	25.	PAYMENT METHOD FOR SERVICES.
7.1.1	4 to 7 days 50% of the removal charge; 3 days 75% of the removal charge; and 1-2 days 100% of the removal charge;	25.1	Bank transfer: 1 day before, Cash: on the day is acceptable, Credit Card: 2 Days before, Debit Card: 2 Days before.
8.	Payment	26.	Delays in transit
8.1	You must pay our charges so that we have cleared funds in advance of the removal.	26.1	Unnecessary waiting time will be charged. Waiting time for exchange of keys, if causing a delay, will be charged at a rate of £20.00 per hour plus VAT per man - at our discretion
8.2	You must not withhold any part of the agreed price.		Should the keys not be available by 4.30pm then the goods will be taken into storage and charges will apply.
8.3	We reserve the right to charge interest on overdue amounts at 2% per month.	27.	Parking Tickets.
8.4	Payment terms may only be varied with our written agreement in advance.		You are responsible for any parking ticket issued to our vehicles during the job.
9.	Our Liability for Loss or Damage		
9.1	Our liability for negligence or breach of contract or otherwise under common law in relation to your goods is limited to the value declared to us under Clause 4.1.1. or £50,000 whichever is the least. If no such value is declared, or if you so elect, for the maximum amount of £50 per item. In this respect an item is defined as any one article, suite, pair, set, complete case, package, carton or other container. These limits may affect the quotation.		
9.2	We are not liable on a "new for old" basis for any lost or damaged goods.		
9.3	We shall not be liable to the extent that loss or damage is caused or contributed to by moving goods under your express instructions, against our advice, and in a manner which is likely to cause damage.		
9.4	Any claim is subject to a £100 administration fee in respect of items moved or stored and £500 in respect of damage to buildings or flooring.		
10.	Excluded Risks		
10.1	We are not liable for the following:		
10.1.1	Loss or damage to cars or other motor vehicles (except motor cycles and mopeds or the like) and/or, boats and/or caravans unless carried within a closed vehicle, or within a trailer specially constructed or adapted for the purpose, but including loading and unloading, and storage within a suitable building, where carried or stored as an incidental part of a domestic removal and/or storage contract.		
10.1.2	Electrical and mechanical derangement unless shown to be as a result of physical external damage to the item concerned or as a result of fire, flood, collision or overturning of road vehicles or other conveyances.		