**Terms and Conditions**
**MOVEREADY**

**Introduction**

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the word 'You' or 'Your' it means the Customer: 'We', 'Us' or 'Our' means the Remover. These terms and conditions can be varied or amended subject to prior written agreement. **In Clauses 8, 9, 10, and 11 We set out the extent of Our liability for loss and damage. We recommend You arrange insurance to cover Your goods or You can elect to take up Our MoveReady enhanced liability option. Where the MoveReady enhanced liability option applies then Our liability to You shall be as set out in these terms, as amended by the MoveReady Addendum. Where this is the case in so far as there is any conflict between Clauses 3, 8, 10 and 11 and the MoveReady Addendum then the terms of the MoveReady Addendum will apply.**

In the performance of the services under this Agreement, We will need to collect and use certain personal data about You. For further information on how We process, manage and use Your personal data, please refer to Our privacy policy.

1 **Our Quotation**

1.1 Our quotation, unless otherwise stated, does not include any MoveReady charges, insurance, cancellation/postponement waivers, customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies.

1.2 Our Quotation is valid for twenty-eight days from the date of issue. Unless already included in Our Quotation, reasonable additional charges will apply in the following circumstances:

1.2.1 If the work does not commence within twenty-eight days of acceptance;

1.2.2 Where We have given You a price including redelivery from store within Our Quotation and the re-delivery from store has not taken place within six months from the date of the issue of the quotation;

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

1.2.4 The work is carried out on a Saturday, Sunday, or Public Holiday or outside Our normal hours at Your request.

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

1.2.6 If You or Your agents request collection or access to Your goods whilst they are in store;

1.2.7 We supply any additional services, including moving or storing extra goods (these conditions apply to such work). This may include (but is not limited to) situations in which it becomes apparent when We collect Your goods that there are additional items, goods or other load, of which We were not informed when We provided Our quote and which was not, therefore, included in the quote.

1.2.8 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 metres of the doorway.

1.2.9 We have to pay parking or other fees or charges (including fines where you have not arranged agreed suspension of parking restrictions) in order to carry out services on Your behalf. For the purpose of this Agreement parking fines for illegal parking, caused by Our negligence, are not fees or charges and You are not responsible for paying them.

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

1.2.11 We agree in writing to increase Our limit of liability set out in Clause 8.1 prior to the work commencing;

1.2.12 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.

1.3 You agree to pay any reasonable charges arising from the above circumstances.

**2 Work not included in the quotation**

2.1 Unless agreed by us in writing, we will not:

2.1.1 Dismantle or assemble furniture of any kind

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

2.1.3 Take up or lay fitted floor coverings.

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

2.1.5 Move or store any items excluded under Clause 4.

2.1.6 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.

2.2 Our staff are not authorised or qualified to carry out such work. We recommend that a properly qualified person is separately employed by You to carry out these services.

**3 Your responsibility**

3.1 It will be your responsibility to:

3.1.1 Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks as Our liability is limited under clauses 8.1 and 8.2. Alternatively You may take up Our MoveReady enhanced liability option.

3.1.2 Obtain at Your own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.

3.1.3 Pay for any parking or meter suspension charges incurred by Us in carrying out the work.

3.1.4 Be present or represented throughout the collection and delivery of the removal.

3.1.5 Where We provide You with inventories, receipts, waybills, job sheets or other relevant documents You will ensure that they are signed by You or Your authorised representative as confirmation of collection or delivery of the goods.

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

3.1.7 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.

3.1.8 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.

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

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

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

3.1.12 Arrange appropriate transport, storage or disposal of goods listed in clause 4

3.2 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.

**4 Goods not to be submitted for removal or storage**

4.1 Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by Us. The items listed under 4.1.1 and 4.1.2 below may present risks to health and safety and of fire. Items listed under 4.1.3 to 4.1.9 below carry other risks and You should make Your own arrangements for their transport and storage.

4.1.1 Potentially dangerous, damaging, flammable or explosive items, including gas bottles, aerosols, paints, firearms, fuels, oils and ammunition.

4.1.2 Any lithium-ion batteries unless they are built-in and cannot be removed from the otherwise permitted goods to which they pertain, lithium-ion power banks or any similar portable lithium-ion power source, electric scooters/electric bikes/electric skateboards or any similar lithium-ion battery powered vehicle unless the lithium-ion battery has been removed.

4.1.3 Jewellery, watches, trinkets, precious stones or metals, deeds, bonds, securities.

4.1.4 Stamp(s), coin(s) or collections of any similar kind.

4.1.5 Money, bullion.

4.1.6 Goods likely to encourage vermin or other pests or to cause infestation or contamination.

4.1.7 Perishable items and/or those requiring a controlled environment.

4.1.8 Any livestock, animals, birds, fish, reptiles or plants.

4.1.9 Goods which require special licence or government permission for export or import.

4.1.10 Under no circumstances will prohibited or stolen goods, drugs or pornographic material be moved or stored by Us.

4.1.11 We shall notify You in writing as soon as practicable if any of the goods, are in Our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests and under what conditions We would be prepared to accept such goods or whether We refuse to accept them. Should We refuse to accept the goods We will have no liability to You.

4.2 If You submit such goods without Our knowledge We will make them available for Your collection and if You do not collect them within a reasonable time We may apply for a court order to dispose of any such goods found in the consignment. You agree to pay Us any charges, expenses, damages, legal costs or penalties reasonably incurred by Us in disposing of the goods.

**5 Ownership of the goods**

5.1 By entering into this Agreement, you guarantee that:

5.1.1 The goods to be removed and/or stored are Your own property, or the goods are Your property free of any legal charge; or

5.1.2 You have the full authority of the owner or anyone having a legal interest in them to enter into this Agreement and You have made the owner fully aware of these terms and conditions prior to entering into this Agreement and that they have agreed to them.

5.1.3 If at any time following the implementation of this agreement to its termination another person has or obtains an interest in the goods You will advise Us of their name and address in writing immediately.

5.1.4 You will provide a full indemnity and pay Us in respect of any claim for damages and/or costs brought against Us if either statement made in 5.1.1 or 5.1.2 is untrue.

5.1.5 If You wish to transfer responsibility of this Agreement to a third party You will advise Us in writing giving Us 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.

**6 Charges if You postpone or cancel the removal**

6.1 If You postpone or cancel this Agreement, We reserve the right to charge you a reasonable postponement or cancellation fee according to how much notice is given as set out below at 6.1.1 – 6.1.4. We charge these fees based on an assessment of losses we have incurred as a result of You cancelling or postponing the removal. Examples of the types of loss We might incur are: administration/back office costs, being unable to re-fill a removal slot with another customer's work, or engaging employees to work for your booked removal. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.

6.1.1 More than 10 working days before the removal was due to start: No charge.

6.1.2 Between 5 and 10 working days inclusive before the removal was due to start: not more than 30% of the removal charge.

6.1.3 Less than 5 working days before the removal was due to start: not more than 60% of the removal charge.

6.1.4 Within 24 hours of the move taking place; not more than 75% of the removal charge.

6.1.5 On the day the work starts or at any time after the work commences up to 100% of Our charges.

6.2 Cancellation/Postponement Waiver

If offered, and paid for in advance of the commencement of the services, we agree to waive the charges in Clauses 6.1.1, 6.1.2 & 6.1.3. Our agreement to waive the charges is conditional upon Us receiving written notice of Your intention to Cancel/Postpone no later than 17:00 hours on the preceding Working Day before Services commence. The Cancellation/Postponement charge will entitle You to only one Cancellation/Postponement.

**7 Payment**

7.1 Unless otherwise agreed by Us in writing, payment is required in full by cleared funds at the time of booking the removal or storage period. In default of such payment We reserve the right to refuse to commence removal or storage until such payment is received.

7.2 In respect of all sums which are overdue to us, We will charge interest on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.

**8 Our liability for loss or damage**

8.1 We do not know the value of Your goods therefore We limit Our liability to a fixed limit per Item. The amount of liability We accept under this agreement is reflected in Our charges for the work. If You wish Us to increase Our limit of liability per Item You agree to pay a higher price for the work as stated in Condition 1.2.11 (Our Quotation) but this shall not of itself constitute the engagement of MoveReady.

8.2 Unless otherwise agreed in writing if we are negligent or in breach of contract We will pay You up to £40 for each Item which is lost or damaged as a direct result of any negligence or breach of contract on Our part.

8.3 For goods destined to, or received from a place outside the United Kingdom:

8.3.1 We will only accept liability for loss or damage (a) arising from Our negligence or breach of contract whilst the goods are in Our physical possession, or

(b) whilst the goods are in the possession of others if the loss or damage is established to have been caused by Our failure to pack the goods to a reasonable standard where We have been contracted to pack the goods that are subject to the claim.

8.3.2 If the carrying vessel/conveyance, should for reasons beyond the carrier's control, fail to deliver the goods, or route them to a place other than the original destination, You may have limited recourse against the carrier depending upon the carriers particular terms and conditions of carriage, and You may be liable for general average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and/or salvage charges and/or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is Your responsibility to arrange adequate marine/transit insurance cover. Alternatively if You take up Our MoveReady enhanced liability option then, subject to receiving the necessary cooperation, We will pay any general average contributions and/or salvage charges up to the value of the goods declared by You. Any refund from the general average and/or salvage charges adjustment shall be for Our account.

8.3.3 We do not accept liability for goods confiscated, seized~~,~~ or removed or damaged by Customs Authorities or other Government Agencies unless such confiscation, seizure~~,~~ or removal or damage arose directly as a result of Our negligence or breach of contract.

8.4 For the purposes of this Agreement an Item is defined as:

8.4.1 The entire contents of a box, parcel, package, carton, or similar container; and

8.4.2 Any other object or thing that is moved, handled or stored by us.

**9 Damage to premises or property other than goods**

9.1 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, therefore Our liability is limited as follows:

9.1.1 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 damaged area only.

9.1.2 If We cause damage as a result of moving goods under Your express instruction, against our advice, and where moving the goods in the manner instructed is likely to cause damage, We shall not be liable.

9.1.3 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 after the damage occurs or is discovered or in any event within a reasonable time. This is fundamental to the Agreement.

**10 Exclusions of liability**

10.1 We shall not be liable for loss or damage caused by fire or explosion, unless we have been negligent or in breach of contract. It is Your responsibility to insure Your goods. Alternatively where the MoveReady enhanced liability option applies Our liability will be in accordance with those provisions.

10.2 We shall not be liable for delays or failures to provide the services under this Agreement as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.

10.3 Other than as a result of Our negligence or breach of contract or as set out in the MoveReady Addendum where it applies We will not be liable for any loss, damage or failure to produce the goods as a result of:

10.3.1 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.

10.3.2 Moth or insect or vermin or similar infestation.

10.3.3 Cleaning, repairing or restoring unless We arranged for the work to be carried out.

10.3.4 Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water.

10.3.5 Any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by Us.

10.3.6 Any electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.

10.3.7 Any goods which have a pre-existing defect or are inherently defective.

10.3.8 Any perishable items and/or those requiring a controlled environment.

10.3.9 Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.

10.3.10 Property referred to in Clause 4 being included without Our knowledge within Your consignment.

10.4 We accept no liability for any financial loss (other than in respect of property/goods) 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 property.

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

10.6 Where goods are handed out from store Our liability will cease upon handing over the goods to You or Your authorised representative (see Clause 11.1 below).

10.7 We will not be liable for any loss or damage caused by Us or Our employees or agents in circumstances where:

(a) there is no breach of this Agreement by Us or by any of Our employees or agents

(b) such loss or damage is not a reasonably foreseeable result of any such breach.

**11 Time limit for claims**

11.1 If You or Your authorised representative collect the goods, We must be notified in writing of any loss or damage at the time the goods are handed to You or Your agent otherwise we will not be liable.

11.2 We will not be liable for any loss of or damage to the goods unless a claim is notified to us, or to our agent or the company carrying out the collection or delivery of the goods on our behalf. This must be in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event in detail within seven (7) days of delivery of the goods, in order to properly investigate the claim. We may agree to extend this time limit upon receipt of Your written request provided such request is received within seven (7) days of delivery. Consent to such a request will not be unreasonably withheld.

**12 Delays in transit**

12.1 Other than by reason of Our negligence or breach of contract, We will not be liable for delays in transit.

12.2 If through no fault of ours We are unable to deliver Your goods, We will take them into store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at Your expense.

12.3 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 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.

12.4 Notwithstanding Clauses 12.1 and 12.3 We will not be liable for any losses arising from delays in transit whether directly or indirectly and/or of a consequential nature where such transit is in relation to an office and/or commercial move.

**13 Our Right to Hold the goods (lien)**

"Lien" is the legal right of the remover to hold goods until the customer has paid all outstanding charges.

We shall have a right to withhold and ultimately dispose of some or all of the goods if You fail to pay the charges and any other payments due under this or any other Agreement. (See also Clause 22). These include any charges that We have paid out on Your behalf. While We hold the goods You will be liable to pay all storage charges and other costs (including legal costs) reasonably incurred by Us in recovering Our charges and applying Our right of lien. These terms and conditions shall continue to apply.

**14 Disputes**

If there is a dispute arising from this Agreement, which cannot be resolved, each party irrevocably agrees that such dispute shall be subject to the exclusive jurisdiction of the English courts or where both parties are so domiciled and agree to do so subject to the exclusive jurisdiction of the Scottish courts.

**15 Our right to sub-contract the work**

15.1 We reserve the right to sub-contract some or all of the work.

15.2 If We sub-contract, then these conditions will still apply.

**16 Route and method**

16.1 We have the right to choose the method and route by which to carry out the work and the location in respect of storage.

16.2 Unless it has been specifically agreed otherwise in writing in our Quotation, other space/volume/capacity on Our vehicles and/or the container may be utilised for consignments of other customers.

**17 Advice and information for International Removals**

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

**18 Applicable law**

Any dispute between us will be governed by the non-exclusive law and jurisdiction of 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 work or services commencing.

**19 Your forwarding address**

19.1 If You instruct Us to store Your goods, You must provide a correct and up to date address and telephone number and notify Us if it changes. All correspondence and notices will be considered to have been received by You seven days after sending it by first class post to Your last address recorded by Us

19.2 If You do not provide an address or respond to Our correspondence or notices, We may publish such notices in a public newspaper in the area to or from which the goods were removed. Such notice will be considered to have been received by You seven days after the publication date of the newspaper. Note: If We are unable to contact you, We will charge you any costs incurred in establishing Your whereabouts.

**20 List of goods (inventory) or receipt**

Where we produce a list of Your goods (inventory) or a receipt and send it to You, it will be accepted as accurate unless You write to us within 10 days of the date of our sending, or within a reasonable period agreed between us, notifying Us of any errors or omissions.

**21 Revision of storage charges**

We review our storage charges periodically. You will be given 30 days' notice in writing of any increases.

**22 Our right to Sell or dispose of the goods**

If payment of Our charges relating to Your goods is in arrears, and on giving You three months' notice, We are entitled to require You to remove Your goods from Our custody and pay all money due to Us. If You fail to pay all outstanding amounts due to Us, We may sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to You. The net proceeds will be credited to Your account and any eventual surplus will be paid to You without interest. If the full amount due is not received, We may seek to recover the balance from You.

**23 Termination**

If payments are up to date, We will not end this contract except by giving You three months' notice in writing. If You wish to terminate Your storage contract, You must give us at least 10 working days' notice (working days are defined in Clause 6 above). If We can release the goods 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 should have taken effect.

**24 General**

24.1 The provisions contained in this contract are considered fair and reasonable by the parties but if any provision shall be found to be unenforceable for whatever reason but would be valid if any part of it were deleted or modified, the provision shall apply with such modifications as may be necessary to make it valid and effective.

24.2 The failure to enforce any provision of this Agreement shall not be construed as a waiver of any such provision or of any other provision of this Agreement.

24.3 Where You are a consumer You can cancel this Agreement within 14 days of the acceptance of these terms and conditions. To exercise the right to cancel, You must inform Us of Your decision to cancel in writing. If You cancel this Agreement within 14 days and We have not carried out any of the services, You will be entitled to a full refund of the payments You have made. If We have carried out services during the 14 days, You will be required to pay for the services provided up to the time of cancellation.

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