

TERMS & CONDITIONS

SMART MOVES REMOVALS

These Conditions explain your rights, obligations and those of Smart Moves Removals. A contract is a two-way arrangement and it is important that everyone knows where they stand. Where the word 'you' or 'your' appears, it means the customer, 'we', 'us' or 'our' means Smart Moves Removals. These conditions can only be changed or amended with our written permission. In Clauses 8, 9, 10 and 11 we limit or exclude our liability for loss or damage. We recommend you arrange insurance to cover your goods or premises. We are able to arrange insurance for your benefit upon request. This insurance will be separate from this contract and subject to the terms and conditions of the policy.

1. Our quotation is a fixed price. It does not include custom duties and inspection or any other fees payable to government bodies. We may change the price or make additional charges if any of the following have not been considered when preparing our quotation and confirmed by us in writing.

- a) Fluctuations or changes in taxation or freight charges beyond our control.
- b) The work is carried out on Sunday or Public Holiday and our costs increase (or decrease) because of currency exchange rates you request.
- c) We have to collect or deliver goods above the first upper floor unless previously agreed and outlined in your quotation.
- d) We supply any additional service including moving or storing extra goods; (these conditions apply to such work).
- e) The 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 vehicle and/or containers to load and/or unload within 20 metres of the doorway resulting in extra work.
- f) We agree in writing to increase Our limit of liability set out in Clause 8(a) prior to the work commencing.

2. Work not included in the quotation – unless outlined on the quotation.

- a) Dismantle or assemble any unit or system furniture (flat-pack), fittings or fittings.
- b) Disconnect or reconnect appliances, fixtures, fittings or equipment.
- c) Take up or lay fitted floor coverings.
- d) Move storage heaters unless they are dismantled.
- e) Move items from a loft, unless previously agreed and outlined in our quote.
- f) Move or store any items excluded under clause 4.

3. Your responsibility.

- a) Obtain at your own expense, all documents, permits, licences and customs documents necessary for the removal to be completed.
- b) Be present or represented throughout the entire removal. (this is essential to the contract)
- c) Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
- d) 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.
 - a) Prepare adequately and stabilise all appliances or electronic equipment prior to their removal.
 - b) Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
 - c) Provide us with a contact address and phone number for correspondence during removal transit and/or storage of goods.

Other than by reason of our agreed negligence, we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

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

- a) Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of a similar kind.
- b) Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
- c) Plants or goods likely to encourage vermin or other pests or to cause infestation.
- d) Refrigerated or frozen food or drink.
- e) Any animals and their cages or tanks including pets, birds or fish.
- f) Goods which require special licence or government permission for, export or import.

Such goods, we will not accept liability for loss or damage wholly or mainly attributable to the special nature of the goods concerned. If you submit such goods without our knowledge and prior written agreement, we will not be liable for any loss or damage and you will indemnify us against any charges, expenses, damages or penalties claimed against us. In addition, we shall be entitled to dispose of (without notice) such goods, which are listed under paragraph 4.

5. Ownership of goods.

By entering into this contract, you declare that: -

- a) The goods to be removed and/or stored are your own property, or the person(s) named in the contract and quote.
- b) Who own or have an interest in them, have given you authority to make this Contract, and have been made aware of these Conditions.

6. Charges if you postpone or cancel the removal.

If you postpone or cancel this contract, we will charge according to how much notice is given: -

- a) More than 14 days before the removal was due to start: £0
- b) Less than 14 days, but more than 8 days before the removal was due to start: 30% of the removal charge.
- c) Less than 8 days before the removal was due to start: 60% of the removal charge.

7. Paying for the removal.

Unless otherwise agreed in writing: -

- a) Payment is required, if by cheque or bacs, 7 working days prior to the removal or cash on the day of removal.
- b) You may not withhold any part of the agreed price.

8. Our liability for loss or damage.

(a) 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).

(b) Unless otherwise agreed in writing, if we are negligent or in breach of contract we will pay you up to £100 for each item which is lost or damaged as a direct result of any negligence or breach of contract on our part.

(c) For goods destined to, or received from a place outside the United Kingdom: We will only accept liability for loss or damage (i) arising from our negligence or breach of contract whilst the goods are in our physical possession, or (ii) 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.

(d) Where we engage an international transport operator, shipping company or airline to convey your goods to the place, port or airport of destination, we do so on your behalf and subject to the terms and conditions set out by that carrier.

(e) Other than by reason of our agreed negligence we will not be liable for any loss, damage or failure to produce the goods if it is caused by those circumstances set out in the following: -

- By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, acts of god, industrial action or other such events outside our reasonable control.
- By normal wear and tear, natural deterioration, leakage or evaporation or from perishable or unstable goods, this includes goods left within furniture or appliances.
- By moth or vermin or similar infestation.
- By cleaning, repairing or restoring unless we did the work.
- To any goods in furniture; drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by us.
- For electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact and 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 salvage charges, 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.

(f) We do not accept liability for goods confiscated, seized, removed or damaged by customs authorities or other government agencies unless such confiscation, seizure, removal or damage arose directly because of our negligence or breach of contract.

(g) For the purposes of this Agreement an item is defined as: (i) The entire contents of a box, parcel, package, carton, or similar container; and (ii) Any other object or thing that is moved, handled or stored by us have agreed to being negligent.

To jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of a similar kind, howsoever caused, unless you have previously given us full particulars with a value and we have confirmed in writing that we accept responsibility.

- To any goods, which have a relevant proven, defect or are inherently defective.
- To animals and their cages or tanks including pets, birds or fish.
- To plants or plant pots
- To refrigerated or frozen or drink.

(h) Other than by reason of our agreed negligence, we will not be liable for damages or cost resulting indirectly from, or as a consequence of loss, damage or failure to produce the goods.

(i) No employee of ours shall be separately liable to you for any loss, damage, mis-deliver, errors or omissions under the terms of this contract.

9. Damage to premises or property other than goods.

- a) 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: (i) 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. (ii) If we cause damage because 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. (iii) 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

(a) 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. If you ask us in writing to arrange insurance cover for you, we will, provided you declare the full replacement value of your goods and pay the premium in advance.

(b) We shall not be liable for delays or failures to provide the services under this agreement because 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.

(c) Other than because of our negligence or breach of contract We will not be liable for any loss, damage or failure to produce the goods as a result of:
(i) 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.

(ii) Moth or vermin or similar infestation. (iii) Cleaning, repairing or restoring unless we arranged for the work to be carried out. (iv) Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration, unless directly linked to ingress of water. or (v) For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by us. (vi) For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage. (vii) For any goods which have a pre-existing defect or are inherently defective. (viii) For perishable items and/or those requiring a controlled environment. (ix) Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board. (x) For items referred to in Clause 4.

(d) 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.

(e) Where goods are handed out from store, our liability will cease upon handing over the goods to you or your authorised representative (see Clause 11a below).

(f) We will not be liable for any loss or damage caused by us or our employees or agents in circumstances where: (i) there is no breach of this Agreement by us or by any of our employees or agents (ii) such loss or damage is not a reasonably foreseeable result of any such breach.

11. Damage to premises or property other than goods.

(a) We will not be liable for any damages to premises or property other than goods submitted for removal and/or storage unless we have agreed to being negligent.

(b) If we cause damage as a result of moving goods under your express instruction, against our advice and where to move goods in the manner instructed would inevitably cause damage, we shall not accept that we were negligent.

(c) 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 satisfaction form provided, this must be agreed countersigned and witnessed. This is essential to the contract.

12 Time limits for claims

(a) 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 or as soon as practically possible.

(b) For goods which we deliver, you must give us detailed notice in writing of any loss and damage within seven days of delivery by us. 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.

13 Delays in transit

(a) Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit.

(b) 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.

(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 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.

14. Our right to hold onto the goods.

We shall reserve our right to withhold or ultimately dispose of all of the goods until you have paid all our charges or any other payments due under this or any other 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 by our withholding of your goods and these Terms and Conditions shall continue to apply.

15. Advice and Information.

The company provides advice and information in whatever form that it may be given for the customer only. Any oral advice given without special arrangement is provided gratuitously and without contractual liability.

16. Revision of storage charges.

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

17. Our right to sell or dispose of goods.

On giving 28 days' 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 debts due to us we are entitled to sell or dispose of some of or all 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.

18. Termination

If 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 must give us at least 14 days' notice. 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.

Updated 2018.