

Thank you for taking your time to read our terms and condition / Removal Service Agreement

By accepting our quote you accept ALL the terms lay out below.

Terms & Conditions

Removal service Agreement

These conditions set out the terms of the contract between the Sole Trader – Remover Contractor and/or Storage Contractor (“the Contractor”) and you (“the Customer”), it explains your rights, obligations and responsibilities and those of the Contractor.

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone.

1. Interpretation

1.1 Any reference in these conditions to “we” or “us” is a reference to the Sole Trader – Remover Contractor.

1.2 Any reference in these conditions to “you” is a reference to the Customer/Client.

1.3 “Goods” means the goods being removed and/or stored.

1.4 “Removal team” - means the two or more persons or firm carrying out removal services on behalf of the Sole Trader – Remover Contractor.

1.5 “Client” - means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the moving services are supplied by the Sole Trader – Remover Contractor.

1.6 “Client’s Address” – means the address where the Client has requested the removal service to be carried out.

1.7 “Service”, “Removal(s)”, “Relocation”, “Part load”, “Delivery” - means the moving services carried out on behalf of the Sole Trader – Remover Contractor.

1.8 “Moving Visit” - means the visit to the Client’s service address by the removal team in order to carry out the Service.

1.9 Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

1.10 The Headings contained in these Terms are for convenience only and do not affect their interpretation.

2. Contract

2.1 These Terms and Conditions represent a contract between Sole Trader – Remover Contractor and the Client.

2.2 Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

2.3 The Client agrees that any use of the Contractor's services, including placing an order for services by telephone, fax, email, website booking forms shall constitute the Client's acceptance of these Terms and Conditions.

2.4 Unless otherwise agreed in writing by the Contractor, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.5 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by the Contractor.

3. Quotations

3.1 Quotations do not include any other customs duties levies or fees payable to government or other statutory bodies and all such duties or fees (if any) will be payable by you in addition to the quoted price. (Eg. London Congestion charge, charge for police parking restrictions on your removal day at your address.)

3.2 House removal is charged per job or per hours/porter/vehicle taking into account the current condition, parking access, number of furniture, boxes, etc. The number of operatives in a removal team cannot affect the initially price.

3.3 Although if 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:

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

3.5 We supply any additional services or extra work is done or extra goods are handled or dealt with or goods are to be collected from or delivered to premises above a second floor unless previously agreed in writing or during the work we supply extra services or work on any Saturday, Sunday, or general holiday at your request or at our discretion we have to use windows or other tackle, the use of such equipment shall be at your risk and expense or you do not accept the estimate within 14 days.

3.6 Customers must give an approximate time furniture may be moved into the new premises. If time is agreed to be 1pm we will ensure your house is clear of furniture by that time. If you do not get your keys before 2:30 pm then waiting time will be applied at a standard rate of £40 per hour for every hour after 2:30 pm.

3.7 Access to the collection or delivery point is inadequate or the approach is unsuitable for our vehicles or the work cannot be done conventionally by means of adequate stairs, lifts, doorways, unless you have given us adequate notice.

3.8 Parking must be organised by customer so in case of penalty or charge client is responsible for the payment. 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.

3.9 There are delays outside our reasonable control. 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.

3.10 Quotations include a removals insurance premium but the payment of the premium creates a separate contract between the insurer and you which is subject to the terms and conditions of the Insurer. A summary of the cover provided and main exclusions from the cover is enclosed with these conditions.

3.11 Our quotation is not a guarantee that we have vehicles available on the day you require. Accordingly your signed acceptance of our quotation does not constitute a contract between us until you have our confirmation that we can move your goods on the requested date.

4. Work excluded from our quotations

Unless previously agreed in writing we will not:

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

4.2 Disconnect or reconnect appliances, fittings or equipment. (Disconnection of washing machines can be carried out at staff's discretion but no liability for damage to property or the item will be accepted – no insurance cover applicable)

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

4.4 Move or store any items excluded under Clause 4.

4.5 Move any item which cannot be moved safely or the removal of which may damage the item or its or their surroundings.

4.6 Removal of doors, windows or fixtures to allow items to be moved. Laying fitted floor coverings, moving night storage heaters that are not dismantled or any other item we specifically exclude in writing. If any of our employees does such work at your request without prior agreement we shall not be liable for any loss or damage occurring whatever the cause, but the rest of the conditions will apply to such work (These works will not be covered by any insurance provided.)

4.7 Enter loft space unless loft area is fully fitted out with suitable lighting and a permanent fixed stairway with handrail in place.

5. Excluded Property

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

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

5.2 Potentially dangerous, damaging or explosive items.

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

5.4 Refrigerated or frozen food or drink.

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

5.6 Furs, perfumery, wines, spirits, tobacco, cigars, cigarettes, foodstuffs, perishable goods.

If you submit such goods without our knowledge we will not be liable for any loss or damage. In addition we shall be entitled to dispose of (without notice) any such goods which are listed under paragraphs 5.2, 5.3, 5.4, 5.5, & 5.6.

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

5.8 Customer's responsibility

It is your sole responsibility to:

Declare to us the proper value of the goods being removed and/or stored.

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

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

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 these matters.

Ownership of the goods

By entering into this contract you confirm to us that:

The goods to be removed are your own property or

You have the authority of the owner of the property to make this contract in respect of the goods to be removed or stored.

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.

6. Equipment

6.1. The Company shall provide all moving supplies and moving equipment necessary to carry out the service.

6.2. The Client must provide parking access at the premises where the service takes place.

7. Payment of Removal Charges

7.1 You are required to pay cash, cheque or bank transfer on arrival at the delivery address of your goods. We reserve the right to retain all goods until full payment is received this means that you will pay before we unload our removal lorry.

7.2 The rates of payment by the Company shall be as agreed between the Company and the Client, or his representative. The Client shall make no reduction or retention from the sum due under any invoice.

7.3 Long distance removals will require 50% payment up front and 50% cash on arrival at the delivery address.

8.VAT

8.1. The Sole Trader – Remover Contractor do not charge a VAT.

9. Postponements/Cancellations

9.1. The Client can cancel the scheduled service by giving no less than 7 days prior notice in writing.

9.2. There is a cancellation fee if the clients cancel this contract and we may charge according to how much notice you provide prior to the agreed removal date:

The deposit (30%) of the service total for cancelling or rescheduling a moving between 2-7 days.

24-48 hours: 75% of the service total for cancelling or rescheduling a moving

Less than 24 hours: 100% of the service total for cancelling or rescheduling a moving.

9.3. The Client must pay the full price of the booked service if:

9.4 Our removal team arrive at the Client's address and are unable to gain access to the Client's home, through no fault of the Sole Trader – Remover Contractor. If keys are provided they must open all locks without any special efforts or skills or less than 24 hours: 100% of the total removal charges.

9.5.

9.6 If the Client needs to change a moving day or time the Removal Contractor will do its best to accommodate him. Any changes to booked services are subject to a 7 days prior notice and availability.

10. Refunds

10.1. No refund claims will be entertained once the moving service has been carried out.

10.2. 15% Refund will be issued only if:

10.2.1 A removal team has not been able to carry out the moving service due to reasons beyond the Client's responsibility.

10.3 Refunds cannot be issued if the client was present in the property, have checked the furniture and boxes condition and had no complaints at that moment.

11. Complaints

11.1. All services shall be deemed to have been carried out to the Client's satisfaction unless written notice is received by the Sole Trader - Remover Contractor with details of the complaint within 48 hours of the work being completed. All complaints must be received in writing by post, fax or email no later than 48 hours after the completion of the service.

11.2 The Sole Trader - Remover Contractor will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard.

11.3 Complaints cannot be accepted if the client was present in the property, have checked the furniture and boxes condition and had no complaints at that moment.

12. Claims

12.1 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 within 48 hours (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 to in writing.

12.2 The Client agrees that due to the nature of the service the Sole Trader – Remover Contractor guarantees only to correct any problems reported within 48 hours of the completion of the service. If a problem occurs on a Saturday it must be reported by Monday 12:00 in order to be accepted as a valid claim. Failure to do so will entitle the Client to nothing.

12.3 The Sole Trader – Remover Contractor may require entry to the location of the claim within 72 hours to correct the problem.

12.4 The Client agrees to inspect the work immediately after its completion and to draw the removal team's attention to any outstanding moving issues while they are still on site. The removal team will carry out any such additional work to the Client's complete satisfaction.

12.5 If the Client or any third party instructed by the Client is not present at the time of completion of the service then no claims regarding any moving issues can be made.

12.6 If the Client instructs a third party to inspect the result from the moving then the Sole Trader – Remover Contractor must be notified before completion of the service.

12.7 In case of a third party inspecting or refusing to inspect the result from the moving service, then the Sole Trader – Remover Contractor cannot be held responsible for rectifying any outstanding moving issues not mentioned by the third party.

12.8 Any refunds or adjustments must be requested to the Sole Trader – Remover Contractor directly and subject to approval by the Sole Trader – Remover Contractor.

12.9 No claims shall be entertained if the Client has an outstanding balance aged more than 10 days.

12.10 Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Sole Trader – Remover Contractor and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

13. Customer's responsibility

13.1 Declare to us the proper value of the Goods and provide us with a full list and printed declaration of the value of your goods of these items prior to the removal.

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

13.3 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.

13.4 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.

14. Ownership of the goods

By entering into this contract you confirm to us that:

14.1 The Goods are your own property; or

14.2 You have the authority of the owner of the property to make this contract in respect of the Goods.

14.3 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.

15. Our liability for loss or damage

15.1 Restricted Liability

15.1.1 If you do not provide us with a printed declaration of value of your goods or you do not require us to accept Regular Liability pursuant to clause, then in the event that we lose or damage your goods through our negligence or our breach of contract, 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. All claims made will require you to pay the first £50.

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

15.1.3 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:

15.1.4 Fire (unless our removal lorry is on fire).

15.1.5 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.

15.1.6 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.

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

15.1.8 Moth or vermin or similar infestation.

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

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

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

15.2.2 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

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

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

15.2.5 Plants.

15.2.6 Refrigerated or frozen food or drink.

15.2.7 Loss or damage to self-assembly furniture unless dismantled prior to the day of removal

15.2.8 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.

15.3 Regular Liability

15.3.1 If you provide us with a printed declaration of the value of your goods and you agree to pay an additional charge 20% of your removal quote. The amount of our liability to you will be as follows:

15.3.1.1 In the event of loss or damage caused by our negligence or breach of contract, our liability to you will be assessed as a sum equivalent to the cost of their repair or replacement, taking into account the age and condition of the goods immediately prior to their loss or damage but subject to a maximum liability of £1,000 (unless we have agreed a higher amount with you).

15.3.1.2 Where the lost or damaged item is part of a pair or a set, our liability to you, where it is assessed to be the cost of replacement of that item, it 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.

15.4 Any liability under clause 15.1 or 15.2 above is expressly subject to all or any other applicable exclusions set out elsewhere in this agreement.

15.5 Excesses:

£300 Each & every claim in respect of Errors & omissions

£100 Each & every claim in respect of Own Property

£50 Each & every claim in respect of Personal Effects

£150 For all other claims

15.5.1 All Risk & RHA Cover relates to work carried out in the UK only and is subject to the limit of indemnity that you have requested which is shown above.

15.5.2 Boat/Caravan/Car/Heavy plant/Machinery transporters and Livestock Hauliers are UNACCEPTABLE.

15.5.3 Only applicable to Furniture Removals.

15.5.4 Freight Liability – House Removers.

15.5.5 It is a condition precedent to liability under this extension that the insured shall obtain a valued inventory in respect of the goods prepared prior to the commencement of transit and signed by the owner of the goods.

16. Delays in transit

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

16.2 If we do not keep to an agreed written time scale schedule and any delay is within our reasonable control we will pay your reasonable expenses which arise as a result of our not keeping to the agreed written time schedule.

16.3 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.

17. 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 two days unless you request a reasonable extension which we agree to in writing.

18. Our rights to withhold or dispose of goods

We have a legal right to withhold or 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.

19. Sub-contracting the work

19.1 We reserve the right to sub-contract some or all of the work for which we have provided a quotation without reference to you. This may occur should we encounter mechanical problems with our main removal lorry's / vans which cannot be fixed.

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

15. Storage services

15.1 We do not provide our own storage facilities but will be happy to recommend a suitable local firm. For your information storage companies will:

15.1.1 Require 1 month's payment up front

15.1.2 Will take your furniture for a minimum of 14 days

15.1.3 Expect 14 days' notice on request to leave

15.1.4 Refund any remaining monies paid in excess of storage time used

16. 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. We should 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.

17. Our Guarantee

17.1 The Sole Trader – Remover Contractor has built its business and reputation by providing its clients with the best possible removal service available. Still, the Sole Trader – Remover Contractor realizes that because its removal porters are human beings, they sometimes make mistakes. For this reason, the Sole Trader – Remover Contractor offers you a guarantee.

17.2 Our guarantee is subject to a complaints notice no later than 48 hours after the completion of the service.

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.