

# Terms and Conditions of MH Removals

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.

## 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. "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 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 make additional charges calculated 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** 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 written confirmation that we can move your

Goods on your required date. We will send our written confirmation within one working day of our receipt of your acceptance of our quotation.

**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

**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.

**3.7** 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

**3.8** 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 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, perishable goods or any kind of explosives.

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.

#### **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:-

Between 4-7 days: 50% of the total removal charges

3 days: 75% of the total removal charges

1-2 days: 90% of the total removal charges

Less than 24 hours: 100% of the total removal 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**

Unless you have our written agreement to the contrary you must pay our charges so we have cleared funds in advance of the removal. Unless we agree otherwise, you may not withhold any part of the agreed price. Interest at 2% per month calculated on a daily basis, is charged on all overdue accounts.

We reserve the right to terminate this contract if payment is not received before the removal date, and not to carry out any services quoted for. Failure to comply with our payment terms will also mean that we will not insure our liability for the goods

## **9. Our liability for loss or damage**

### **9.1 Restricted liability**

**9.1.1** If you do not provide us with a declaration of value of your goods or you do not require us to accept Regular Liability pursuant to clause 9.2 below, 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.

**9.1.2** 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.

**9.1.3** 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:

**9.1.4** Fire howsoever caused.

**9.1.5** 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.

**9.1.6** 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.

**9.1.7** Cleaning, repairing or restoring unless we did the work.

**9.1.8** Moth or vermin or similar infestation.

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

**9.1.10** additionally we will not be liable for any loss of or damage to:

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

**9.1.12** 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

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

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

**9.1.15** Plants.

**9.1.16** Refrigerated or frozen food or drink.

**9.1.17** 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.

## **9.2 Regular Liability**

**9.2.1** If you provide us with a declaration of the value of your goods, the amount of our liability to you will be as follows:

**9.2.1.1** 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 £50,000 (unless we have agreed a higher amount with you).

**9.2.1.2** 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.

**9.3** Any liability under clause 9.1 or 9.2 above is expressly subject to excess charge of £150 per claim and all or any other applicable exclusions set out elsewhere in this agreement.

## **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 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. 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.

**10.3** 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 4 weeks then you may terminate this agreement, without penalty by giving not less than 7 days written notice to us.

**10.3.1** 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.

**10.3.2** 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.

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

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

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

## **15. 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:-

**15.1** 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.

**15.2** 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.

**15.3** 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.

**15.4** 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.

**15.5** 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 in reviewing our storage charges.

**15.6** 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.

**15.7** 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 use reasonable endeavours to arrange the release of your goods on the dates you require, specific dates cannot be guaranteed.

**15.8** 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.

## **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. 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.

## **17. 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.