



# ACCREDITED MOVERS

QUALITY CHECKED MOVING COMPANIES

**READ ME** - This document aims to provide you with a set of terms and conditions for use on your website and/or moving pack. There are some elements marked in **[bold]** with brackets, where you are invited to enter your own information instead of our placeholder information. When distributing this document, please remember to delete this paragraph!

You will find these in the head of the document, just below this message, and in section 11, where you can enter your contact details. Finally, in section 17, please amend the locality to apply to your business if you are outside England or Wales.

You may wish to review and amend section 7 if you already have a cancellation framework for fees, to bring this document into alignment with your needs.

## Terms and Conditions

In these Terms and Conditions, the following terms have the meanings set out below:

- "We", "us" and "our" refers to the remover, **[Your Company Name]**.
- "You" and "your" refer to the customer.
- "Goods " refers to your possessions being removed and/or stored.

The following terms and conditions can only be changed by written agreement between you and us. By agreeing to our Terms and Conditions, you confirm your acceptance of the same.

Any contracts between you and us will be governed by English law. Any dispute arising from a contract between us shall be subject to the exclusive jurisdiction of the English courts.

### 1. Our Quotation

1.1 Our quotation is based on the available information evident at the time of our site visit. We will provide a single total price for the removal and any agreed-upon additional services.

1.2 Quotes include VAT but do not include other customs duties or fees owing to the government or other statutory bodies. You will pay all such fees in addition to the agreed quote.

1.2.1 If the work is not initiated or completed within three months of the quotation date due to circumstances beyond our control.

1.2.2 Our costs escalate as a result of currency fluctuations or changes in taxation or freight charges outside our control.

1.2.3 We are required to collect or deliver goods beyond the first upper floor.



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1.2.4 We provide any supplementary services.

1.2.5 There are delays outside our reasonable control, in which case we will impose additional charges calculated in accordance with our standard rates applicable at the time.

1.2.6 The access to the collection or delivery point is inadequate, or the approach is unsuitable for our vehicles.

1.2.7 Any parking or other fees or charges we must incur to perform the services you require. In all these scenarios, you will be accountable for the extra charges.

1.3 The Insurance Option will only apply if expressly stated in the Quotation. A summary of the insurance cover maintained by us and any major exclusions from the cover is either enclosed with these conditions or is available upon request.

1.4 Our quotation does not guarantee that we have vehicles available on the day you require them. Therefore, your signed acceptance of our quotation does not constitute a contract between us until you receive our written confirmation that we can move your goods on your required date. We will send our written confirmation within one working day of your acceptance of our quotation.

## **2. Work that falls outside of our quotations**

2.1 Please note, unless previously agreed upon in writing, the following services are not included within our standard quotations:

2.1.1 The disassembly or reassembly of unit furniture, often referred to as 'flat-pack' furniture. This also extends to fittings or fixtures. Please be aware that any such work will not be covered by the insurance we provide.

2.1.2 The disconnection or reconnection of appliances, fittings, or equipment. This includes but is not limited to, washing machines, dishwashers, and cookers.

2.1.3 The removal or laying of fitted floor coverings. This includes carpets, laminate flooring, and other similar materials.

2.1.4 The removal and subsequent re-hanging of curtains, blinds, or other window coverings. This also includes any associated fixtures or fittings.



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2.1.5 The relocation of night storage heaters unless they have been fully dismantled prior to our arrival.

2.1.6 The transportation or storage of any items explicitly excluded from our agreement.

2.1.7 Our removal crew reserves the right to refuse to move any item or items they reasonably believe cannot be moved safely or where the removal may cause damage to the item or items in question or their surroundings.

2.1.8 We cannot clear driveways or other access areas at the collection or delivery address from snow, ice, or other materials. We kindly ask that you ensure all access points are clear and safe before our arrival.

### **3. Exclusions**

3.1 The following items fall outside of our removal services and will not be removed. You should arrange to remove or dispose of these yourself. They include:

3.1.1 Jewellery, Watches, trinkets, money, valuable collections (Stamps, coins, etc.), precious stones or other small, valuable items.

3.1.2 Hazardous items, including but not limited to chemicals, fuel, or fireworks.

3.1.3 Refrigerated or frozen food or drink, as these may cause water damage to other items being transported.

3.1.4 Animals and their cages/tanks.

3.1.4 Cars, boats, caravans or any other motor vehicle.

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

3.2 We will not transport the above items unless by prior written agreement. If we discover such goods have been packed without our knowledge or consent, they are liable for disposal, and you will be liable for any loss or damage caused.

3.4 We take every care with every removal, but we will not be liable for damage caused by owner-packed property unless the outer container shows signs of external damage.

### **4. Your Responsibilities**

4.1 You are required to:



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- 4.1.1 Declare the value of your goods, as accurately as possible.
  - 4.1.2 Obtain, at your expense, any and all required documents necessary to permit the completion of your removal.
  - 4.1.3 Ensure fridges and freezers are defrosted and dry and disconnect and drain all appliances to be removed.
  - 4.1.4 Obtain permits or pay for parking/meter suspension charges incurred by us concerning your removal.
  - 4.1.5 Provide us with up-to-date contact information before the removal date that can be used to contact you throughout the removal/storage period.
  - 4.1.6 Ensure all goods packed by you are packed properly in accordance with our Self-Packed declaration. We will not be responsible for damage caused by poorly packed goods unless external damage to the packaging occurs.
  - 4.1.7 Agree that other than by negligence or breach of contract, we will not be held liable for any loss or damage, costs, or additional charges that arise from your failure to comply with all of clause 4 of these terms and conditions.
  - 4.1.8 Be present, or have an agent present, at the removal location at the time of arrival for our crew. Please also see clause 5 regarding this.
  - 4.1.9 Provide us with a new property floor plan with designated places for the main furniture items.
  - 4.1.10 Ensure access is clear and free of mud, ice, snow or other hazards.
- 4.2 You, or an agent, must be present upon our arrival to provide any final directions.

### **5. Covid-19 and other communicable disease**

5.1 In addition to your responsibilities, as laid out in clause 4, you must also make every effort to reduce the risk of contagion from Covid-19 or other communicable diseases to our crew. Therefore, you must:

- 5.1.1 Inform us if anyone at the property, either the outgoing or new location, has contracted Covid-19 or is showing symptoms consistent with having contracted the disease. We will cancel the removal in this event, and a standard cancellation fee will apply.
- 5.1.2 All handles and rails, including bathroom doors and toilet flushes, should be sanitised prior to our arrival.



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5.1.3 Once we have arrived and received final instructions from a safe distance, you should vacate the property. Please retain a safe distance from our crew to protect you, the crew, and future clients.

5.1.4 Turn off the heating and open windows before our arrival. We will close these upon our departure.

5.1.5 Social distancing policies should be maintained on arrival at the destination property.

7.2 You, or an agent, must be present upon our arrival to provide any final directions. However, for health and safety reasons relating to Covid 19 and other communicable diseases, please note that we ask you to:

### **6. Ownership of Goods**

6.1 By entering into a contract with us, you agree that:

6.1.1 All goods on the property to be removed are your possessions.

6.1.2 You have the authority to remove such goods from the property and have received consent in writing for the transfer of ownership of any items not previously owned by you, such as write goods that a landlord has consented for you to take.

6.1.3 You are solely responsible for any claims or costs for damage or removal of property should any part of your declaration in relation to this clause prove false.

### **7. Postponements and Cancellation Schedule**

7.1 In the event of a cancellation or delay to your removal process, we reserve the right to charge you. The charge will follow this schedule:

7.1.1 Eight (8) or more working days before the agreed removal date: No charge.

7.1.2 Between three (3) and seven (7) working days before the booked date: Up to 50% of the agreed removal charge.

7.1.3 Anything less than three (3) working days before the booked date: Full payment will be charged.

7.2 For the purpose of this agreement, a working day is considered Monday to Friday, excluding public holidays. Therefore, as an example, cancelling a removal for a Monday on the previous Monday would constitute only 5 working days' notice, not 7, and a fee of up to



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50% would be applied, depending on current demand. This fee is to compensate us for the loss of income caused by your change.

7.3 We will deduct a nominal amount for any costs incurred in preparing for your move, such as ordering packing supplies, regardless of the timescale of your cancellation.

7.4 Should a delay in your key exchange occur and your possessions have been loaded, we will arrange storage at a local facility. The costs for this storage will be paid by you. We will then arrange for the delivery at the agreed removal rate on a date that suits you.

### **8. Payment of Removal Fees**

8.1 You will receive an invoice with a total for the removal fee, a breakdown of the deposit due to reserve your date, and a final amount due and when to pay it. You must:

8.1.1 Pay the stated deposit to enter a contract with us. Failure to pay means no contract has been entered, and we will not arrive on your removal day.

8.1.2 Pay the final balance per the timescale stated on the invoice. Typically, this is 10 days before the removal date for cheques and 5 days before all other payment methods.

8.2 You must not hold back any part of the agreed price.

8.3 We reserve the right to terminate our contract if you fail to pay any part of the invoice total.

8.4 If we terminate your contract, we will not carry out any part of the contracted services.

8.5 If your goods are loaded, but the final payment is not received, your goods will be uninsured.

8.6 Payment terms can only be varied by written agreement from us.

### **9.0 Our Responsibility for Misplaced or Damaged Goods**

9.1 Should we, regrettably, misplace or cause damage to your possessions and are found accountable, our recompense to you will not exceed a total of £50.00 per individual item. This sum is intended to offset the expenses of repairing or replacing the said item. For the purposes of this clause, an 'item' is considered as any single article, suite, pair, set, complete case, package, carton or other form of container.

9.2 We reserve the right to repair or replace the misplaced or damaged item. When we opt to repair the item, we hold no liability for potential depreciation in its value.



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9.3 Unless it is a direct result of our negligence, we hold no liability for loss, damage, or non-delivery of goods under the following circumstances:

9.3.1 Fire, regardless of cause.

9.3.2 War, invasion, acts of foreign adversaries, hostilities (whether war has been declared or not), civil war, terrorism, insurrection, and/or military coup, Act of God, industrial action, or any other events beyond our reasonable control.

9.3.3 Regular wear and tear, natural or gradual deterioration, leakage or evaporation, or from perishable or unstable goods. This includes goods left within furniture or appliances.

9.3.4 Cleaning, repairing, or restoration unless performed by us.

9.3.5 Infestation by moths, vermin, or similar pests.

9.3.6 Electrical or mechanical malfunction of any appliance, instrument, or equipment unless there is evidence of external impact.

9.4 Furthermore, as per clause 3, the following items should not be transported by us, and we shall not be held accountable for any loss of or damage to:

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

9.4.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a kindred nature, unless you have previously provided us with full details, including value, and we have confirmed in writing our acceptance of responsibility as per clause 12.1.

9.4.3 Goods which are proven defective or inherently defective.

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

9.4.5 Plants.

9.4.6 Refrigerated or frozen food or drink.

9.4.7 Wear and tear, gradual deterioration, scratches, dents, or similar.

9.5 When dismantling some objects, the items' age may result in breakage, for example, the plastic clips in many beds become brittle with age and snap when the bed slats are removed. We are not liable for such damage, unless caused through negligence.

9.6 Loss or damage of goods /furniture caused by scratching, denting, and marring unless you have procured a pre-collection condition report from us. Most items we transport are not new and may already bear such marks. For this reason, the insurance (see clause 12) does



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not cover minor damage unless you request a pre-collection condition report of the item(s), for which charges may apply.

## 10. Damage to Premises

10.1 We will only be liable for damage caused to premises when caused through our negligence. Damage must be noted on the delivery receipt and confirmed in writing to us within seven days, or an alternative timeframe if agreed with us in writing, to allow time for assessment of the damage.

10.2 If negligence on our part is confirmed, we will pay you a maximum of £50 per damaged premises.

## 11. Time Limits on Damage Claims

11.1 All claims for damage to goods or property must be made to us in writing within seven days of using our service, either from the date of collection or delivery, as it relates to each premise, or from the delivery date in the event of damage to goods. This is a requirement of our insurers.

11.2 You can notify us by email at **[Insert your company email address]** or via recorded delivery post to **[Insert your address]**.

## 12. Insurance

12.1 This clause applies exclusively if you have chosen the Insurance Option. Under this circumstance, the subsequent terms of this Condition 9B are applicable:

12.1.1 We provide insurance coverage for a small fee. If you choose the Insurance Option, we will organise to extend to you the privileges under our open-cover insurance policy. This will offer coverage for your goods. For such insurance coverage, the indemnity value of the Goods will be the value stated in the acceptance of our quotation and as per 4.1.1 of these terms.

12.1.2 In case of loss or damage to the Goods due to any situation that may lead to an insurance claim, you are obliged to promptly inform the insurer of the claim in writing. For processing any such claim, you will need to provide the insurer or any appointed agent with relevant information and assistance regarding the claim. Additionally, we will supply you, the insurer, or any appointed agent with the necessary information and assistance as may reasonably be required for the claim.





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12.2 Nothing in clause 12 shall make us your agent.

### **13. Delays**

13.1 Unless explicitly agreed in advance, all arrival and departure timings are tentative.

13.2 If a schedule is mutually agreed upon in writing by us, and any delay within our reasonable control occurs, we will cover any reasonable costs stemming from our inability to adhere to the agreed written schedule. If, through no wrongdoing on our part, we cannot deliver your goods and are forced to place them into storage, you will cover any ensuing storage fees and delivery charges.

13.3 We are not in breach of this agreement nor liable for any costs incurred due to the delay or failure to perform any of our obligations under this agreement if such delays stem from circumstances that fall outside of our control, such as lack of access due to persistent flooding, or adverse weather conditions.

13.4 In the case of a delay or inability to complete your removal process, provided that the delay continues for 4 weeks, you may terminate this agreement in writing with 7 days' notice. In the event of termination under clause 13.4:

13.4.1 Where we have part performed any of our obligations, including but not limited to a packing service and/or storage, we reserve the right to charge any fees incurred by us up until the point of cancellation to you.

13.4.2 Any monies paid will be refunded, save that which we reserve the right to retain to offset fees paid or owed by us while providing your service, as per 13.4.1.

### **14. Our Rights to Dispose or Withhold Goods**

14.1 We retain the right to withhold or dispose of some or all of your goods in the event of non-payment by you. We will retain your goods until you have paid all our charges and related fees.

14.2 You will be charged storage fees for the duration of time that we have your goods.

14.3 In the event of persistent non-payment, we reserve the right to dispose of your goods as per clause 15.

### **15. Storage and Disposal**



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15.1 The subsequent terms, in conjunction with all other terms outlined in this document, will apply to every agreement for the storage of Goods:

15.1 If storage is requested or becomes necessary due to a delay in your removal process, you must provide us with a forwarding address valid for the duration your goods are in our possession.

15.2 You must advise us in writing if your address changes while we store your goods.

15.3 We will assume that all correspondences and notifications have been received by you seven days after posting to the address provided.

15.4 The method by which Goods are transported and whether we utilise traditional or containerised storage will be at our absolute discretion.

15.5 When we provide an inventory of goods stored on your behalf, it will be accepted as precise, unless you give us written notice of any discrepancies within 14 days of our posting the inventory to you.

15.4 All charges for storage services are payable upfront. All our fees, including removal charges, must be paid in full in cleared funds before any Goods are released from storage.

15.5 We periodically review our storage charges. You will be given 28 days written notice of any increases, following which our revised rates will apply. We will always act reasonably in reviewing our storage charges.

15.6 Upon providing you with 28 days' notice, we reserve the right to request that you remove your Goods from our custody and settle all amounts owed. Any such notice will inform you that we will dispose of your Goods three months thereafter if you fail to pay all outstanding amounts due to us and, in that event, we will do so without further notice. The cost of the sale or disposal will be billed to you. The net proceeds will be credited to your account, and any eventual surplus will be paid to you without interest.

15.7 Provided your payments are current, we will not terminate this contract except by giving you three calendar months' notice in writing. If you wish to terminate your storage contract, you should provide at least 14 days' notice. While we will make reasonable efforts to arrange the release of your goods on the dates you require, specific dates cannot be guaranteed.

15.8 If you appoint someone to collect your goods from our storage facilities, we reserve the right to levy a charge for handing them over. Our responsibility for such Goods will cease once they have been handed over to your chosen representative.

## 16. Subcontracting the work



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16.1 We reserve the right to subcontract, in part or in its entirety, the work that we have quoted for without referring to you.

16.2 If a subcontractor is employed, all conditions as set out in this document shall still apply in full.

## **17. Applicable Law**

17.1 These terms and conditions are subject to the laws of **England and Wales** and do not affect your statutory rights.

## **18. Whole agreement**

18.1 These terms and conditions, together with our quotation, are intended to form the whole of the agreement between you and us.

18.2 No verbal conversation supersedes these terms and conditions.

18.3 Amendments can be made by written agreement. Any such variations will not invalidate the remainder of these terms and conditions.



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