

# Eco Movers

## The Small Print

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# OUR FAIR TRADING POLICY

**Eco Movers** has a reputation for excellent service & fair dealing & this is reflected in our liability & contract arrangements. This booklet is designed to make completely transparent all aspects of the contract between us, our responsibilities to you & your responsibilities to us.

If there is anything you find unclear or unreasonable please advise our Group Managing Director who will deal with your comments promptly & openly.

## *Liability & Insurance*

Unlike many movers, storers & shippers we provide a full range of risk management & liability arrangements to suit your particular needs & preferences. These include services with various possible levels of liability & also the option of you using our Group insurance brokerage to arrange insurance over your goods on your behalf. We aim to offer the solution which best fits your needs & budget (please see pages 3-4 for more details).

## *Code of Practice*

We abide by the British Association of Removers' Code of Practice (set out at pages 5-9). This is approved by the Trading Standards Institute under its Consumer Codes Approval Scheme. It sets standards, all of which we comply with or exceed, for customer service, fair trading, advertising & complaint handling. It also includes a requirement for us to refund any advance payment you may have made (or indeed more) in the very unlikely event that we have to re-schedule or cancel your move (see Section 6 for details).

## *Advance Payment Guarantee*

As a long standing member of the British Association of Removers our Group is able to provide an institutionally backed Advance Payment Guarantee underwritten by the Association (details set out at page 10)

## *Contract Terms & Conditions*

We trade under the **Eco Movers** 2016 Contract Terms & Conditions which are based on the British Association of Removers' 2010 model conditions which were developed with the co-operation of the Office of Fair Trading & now under the supervision of the Trading Standards Institute (see pages 11-19).

It is very important that you read & understand them before you enter into the contract. All the terms & conditions are important but we particularly draw your attention to clause 6. which sets out our policy if you postpone or cancel your move, clauses 8., 9. & 10. which limit our liability for loss or damage & clause 11. which sets out the various time limits for claims.

Full details of all these documents & liability arrangements are set out in this booklet together with other information that you may find helpful.

## OUR LIABILITY FOR DAMAGE OR LOSS OF PROPERTY

No matter how carefully packed & handled, your possessions will always be at greater risk of loss & damage when being moved stored or shipped than when at rest in your home; if loss or damage does occur the claim needs to be dealt with. To address this problem, **Eco Movers** offers you flexible risk management arrangements which recognise & respond to your individual preferences; we do not impose a “one size fits all” arrangement unlike many other movers, storers & shippers.

### *Standard Limited Liability Self Insuring Contract*

In the interests of keeping your costs to a minimum our standard contract limits our liability to a maximum of £40 per item & it applies automatically if no other arrangements are agreed & paid for. If you accept this arrangement you will be relying on your own insurance to cover your property & if you contract with us on this basis & do not have adequate insurance cover in place you may not recover the full value if an item or items are lost or damaged during moving, shipping or storage. Your own insurers may provide you with cover over your property while it is being moved or stored, & may do so at no extra charge. However, you should check your policy carefully as some insurers say they cover you during moving, shipping or storage but the cover is often limited, with claims subject to excess & with the possibility of increased future premiums.

### *UK & EU Moving & Storage - Declared Value Extended Liability Contract*

If you would prefer **Eco Movers** to be fully responsible for the cost of any replacement or repair arising from moving or storage, we can do this. It is known as Extended Liability. For a slightly higher charge we will accept a higher level of liability, up to the value you declare. This is still subject to some terms & exclusions but the matters for which we would accept liability are much wider & the £40 per item limit will not apply. We offer this Extended Liability as set out in the “Extended Liability Terms” which appear at pages 20 & 21 of this booklet; it is subject to a total maximum liability but this can be set to reflect the value of your consignment, as declared.

In our quotation we propose a supplementary charge based on a liability for the declared value of your consignment up to a maximum of £100,000 which we find is appropriate in most cases. However, if your consignment has a value of over £100,000 & you wish us to accept liability up to that value we can do this immediately, up to a maximum of £35 million subject to your written request & declaration of value, our written confirmation & your payment of an additional charge (amounts higher than £35 million can be arranged on written application & confirmation). If you would like us to be liable to you on a “New for Old” basis, we are also happy to do this subject to the same conditions.

### *Moving Storage & Marine Insurance Arranged By Eco Movers Insurance Services*

Alternatively, our group insurance broker, Cadogan Tate Insurance Services Limited, would be very glad to arrange insurance for you. Its expert, professional insurance team is registered with & authorised by the Financial Conduct Authority (FCA) & has more than 30 years’ experience in arranging insurance. We have designed a special policy which reflects the risks arising from both UK & EU Moving & Storage & Shipping outside the EU. As one of the major buyers of fine art & household moving, storage & shipping cover on the international & London markets we use our consolidated buying power on behalf of our many customers to purchase cover under this policy from the best underwriters (which we may change as the financial strength of underwriters varies over time) & to make it available to you at a very competitive price. The level & quality of this cover is usually far higher than those offered by competitors at the same premium.

There is no excess & your household premium is protected from loss of no claims bonus. If Cadogan Tate Insurance Services arranges a policy for you it will do so as agent for insurers & will provide you with a short form policy, confirmation of cover & a certificate if required.

On the rare occasions that there is a claim, a claims manager or loss adjuster will be appointed & matters will be dealt with promptly & fairly.

*In Summary*

While liability & insurance arrangements can be boring to consider, it is essential that you make the right arrangements & we would encourage you to discuss these with our Customer Service or Insurance Brokerage team who will also be able to advise you, if you wish, on any liability terms or insurance cover offered by competing moving companies, some of whom may not be FCA authorised.

# The British Association of Removers

## CODE OF PRACTICE

As approved by the Board of Directors on 10 March 2016



### FOREWORD

For over 100 years the British Association of Removers (BAR) has been the recognised voice of the professional moving & storage industry in the United Kingdom.

BAR Members range in size from small family businesses to multinational companies, but involvement in the industry alone does not qualify a company for membership. BAR inspects & investigates all potential Members & matches them against criteria for membership that cover premises, vehicles, staff, operational procedures & insurance arrangements. BAR also has a programme of ongoing inspection during membership to ensure standards are maintained. Through this programme & through this TSI Approved Consumer Code of Practice Scheme, BAR constantly seeks to raise standards in the industry so Customers may receive the most efficient & trouble free move possible.

### **This Code applies to all furniture removal activities for UK consumers dealing with a UK based BAR Member.**

BAR & its Members recognise that moving home is a stressful experience & the purpose of this Code is to ensure that Members trade in a fair & reasonable manner. In the event that this does not happen, the Code sets out in-company procedures that should enable complaints to be resolved. If this fails, then BAR as Code Sponsor provides a low cost independent Alternative Dispute Resolution (ADR) scheme aimed at resolving problems quickly & fairly. Under this scheme the case will be determined by an independent accredited ADR organisation.

There is a range of disciplinary processes & sanctions built into the Code including expulsion for persistent or serious failure to comply with the Code.

Only bona fide Members of BAR, or approved partners, may legally use the BAR logo on vehicles, signage, websites, letterheads & promotional or packaging material.

Compliance with this Code is mandatory upon BAR Members who are also required to advertise their adherence to this Code.

You may always contact BAR Head Office on 01923 699480 to check that the company is a Member or you can visit the BAR website at [www.bar.co.uk](http://www.bar.co.uk)

No Code of this kind can lay down detailed rules of behaviour to cover every occasion. The Code's effectiveness is dependent on the observance of its provisions in the spirit as well as the letter. Compliance with this Code by Members of BAR is a powerful factor in maintaining & raising standards in the professional removal industry.

### 1. STANDARD OF SERVICE

Members must be clear & open in their dealings with Customers. They must not knowingly misrepresent facts to a Customer concerning any aspect of a removal transaction. Members must behave at all times with honesty & integrity in all their dealings with their Customers & the general public. (e.g. by providing Customers with clear information, avoiding making additional charges for "hidden extras", & acting fairly & responsibly when dealing with reasonable Customer concerns)

Members shall maintain a high standard of service to Customers, trade fairly & responsibly & shall not conduct their business in any manner that would bring the Association or its Members into disrepute.

Members shall:

- 1.1. Safely handle & adequately protect Customers' effects for transport and/or storage to minimise the possibility of accidental damage.
- 1.2. Comply with all relevant statutory & regulatory requirements (see Annex) & ensure that their staff are aware of the requirements relevant to their jobs.
- 1.3. Carry out an accurate assessment of the work required & provide fixed price written Quotations without charge.

Quotations shall include a clear description of the work to be undertaken through the use of a service specification or equivalent.

If the items to be moved have been identified by way of a list, then the Member must make it clear that the quotation applies only to the removal or storage of those items listed.

- 1.4. Provide relevant advice & information to the Customer free of charge prior to, during & after the removal takes place.
- 1.5. Ensure that all staff are sensitive to the needs of, & offer additional help to vulnerable Customers, e.g. those for who English is not their first language, those with reading difficulties, or the physically disabled.
- 1.6. Ensure that all employees are fully aware of the terms of the Code relevant to them & that they play their part in ensuring that the Member complies with the Code.
- 1.7. Ensure that all Customers are made aware of the Code of Practice & the Member's mandatory adherence to it. This should be by distribution of a BAR Code leaflet or Member's own company literature.
- 1.8. Comply with BAR requirements for the independent monitoring of Customer satisfaction.
- 1.9. Not refuse to release goods for which they have no contractual liability & where no legal right (lien) exists whilst acting as a subcontractor or destination agent.

## 2. ADVERTISING

- 2.1. All advertising & marketing material must be clear, legal & truthful. It must not be misleading, for example by containing false statements, concealing or leaving out important facts, promising to do something there is no intention of doing, or creating a false impression even if everything stated is literally true. It must be compliant with all relevant UK legislation (see Annex).
- 2.2. Where a Member uses an additional or alternative trading name all advertising & marketing material must clearly show the link or relationship with the Member.
- 2.3. Advertisements & marketing material shall display the Member's BAR membership number in conjunction with the BAR logo.

## 3. THE CONTRACT

Members shall provide the Customer with a clear description of the services to be delivered (The Quotation) & use fair & plain contract conditions which clearly set out the rights & obligations of each party. *[BAR publishes model Terms & Conditions which are available for use by Members]*  
The Contract issued by the Member must comply with the Unfair Terms in Consumer Contract Regulations (UTCCR) 1999.

The Contract must:

- 3.1. Show the name & address of the Member
- 3.2. Describe the services to be provided for the price(s) quoted, & identify clearly those services which are excluded e.g. onward delivery following a period of storage.
- 3.3. Provide clear information on the removal plan, itinerary or schedule, especially in respect of timings where a part load or groupage service is applicable.
- 3.4. Describe the terms of payment.
- 3.5. Identify the circumstances under which any additional charges may arise, e.g. storage & redelivery charges when initial delivery cannot be made for reasons beyond the control of the remover.
- 3.6. Draw the Customer's attention to any services which the Customer might expect to be offered but which would not normally be provided by the remover (e.g. disconnection and/or reconnection of kitchen & other household appliances; taking down & re-hanging curtains; clearing out cellars, lofts & attics; dismantling and/or erecting bedroom & kitchen furniture, children's climbing frames, greenhouses, garden sheds, etc).
- 3.7. Provide the Customer with a copy of the full contract Terms & Conditions & in particular draw the Customers' attention to those clauses relating to cancellation/postponement rights & charges, limits of liability & the time limit for making claims.
- 3.8. Provide clear information to Customers regarding the provisions for protecting & refunding pre-payments & deposits.
- 3.9. Incorporate an Acceptance form for the Customer's written agreement to the costs & services defined in the Quotation, & to the Terms & Conditions of the Contract.

#### **4. INSURANCE & OTHER PROTECTION OPTIONS**

All BAR Members must offer to their Customers EITHER: Insurance against loss or damage to household goods & personal effects OR Other protection options

##### **4.1. Insurance**

If the Member makes an insurance sale or offer such insurance must meet the Minimum Standards of Insurance set by the Association

##### **4.2. Other protection options**

If insurance cover is not offered or arranged as above then, subject to a declaration of value by the Customer, the Member must accept liability under the terms of the Removal Contract. The Member must itself have in place insurance sufficient to meet such liability as specified in the Minimum Standards of Liability Insurance set by the Association. (available upon request).

**4.3.** Members shall have in place Public Liability insurance to the level set by the Association.

#### **5. PREMISES & RESOURCES**

##### **5.1. Vehicles & Equipment**

Vehicles used should be presentable, roadworthy & suitable for removal work. Equipment must be suitable & adequate for the work undertaken.

##### **5.2. Offices & Warehouses**

5.2.1. Members shall operate from an established commercial place of business & comply in full with all regulations.

5.2.2. Members shall have a dedicated & well maintained office area with reasonable access for the Customer.

##### **5.3. Staff**

5.3.1. All staff employed, contracted or hired by the Member shall be presentable, polite & reliable.

5.3.2. An induction programme shall be in place for all staff.

5.3.3. All staff shall be suitably qualified by means of an initial period of relevant training or adequate professional experience.

5.3.4. A continuing training programme shall be in place.

5.3.5. The company shall maintain a written record of the training undergone by each employee, including safety related training.

5.3.6. Where temporary staff are used, Members shall ensure that they are suitably qualified and/or supervised by full time employees.

#### **6. CANCELLATION OR SIGNIFICANT ALTERNATION BY MEMBER**

The Member shall not cancel or significantly alter services previously confirmed in writing by the Member unless it is necessary to do so as a result of reasons beyond the Member's reasonable control, such as war or threat of war, riot, civil strife, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions.

6.1. The Member shall agree & confirm in writing to the Customer a timetable & description of services to be provided, & if for any reason these are significantly altered by the Member the Member shall give the Customer as much notice as possible of the changes.

6.2. Other than for reasons beyond the Member's reasonable control, if a Member does cancel services previously confirmed in writing, & for which a formal contract exists, the Customer shall be informed without delay & paid within 5 working days of the date of notification

EITHER:

If the cancellation occurs more than 10 working days before the agreed date for the work, a refund of 100% of all monies paid

If the cancellation occurs within 10 working days or less before the agreed date for the work, a refund of 150% of all monies paid with the exception of any VAT or insurance charge that exceeds that shown on the original removal quotation

OR

If monies have not been paid, the Member shall pay all reasonable costs incurred by the Customer as a direct result of the cancellation

6.3. If a Member does make a significant alteration to the agreed timetable or services within 10 working days of the agreed date for the work, the Customer shall be informed without delay & given the choice of one of the following:

- accepting the alteration.
- cancelling the agreed services & receiving within 5 days a full refund of all monies paid.
- in the event that the work has already commenced, payment of all reasonable costs incurred by the Customer as a direct result of the alteration.

6.4. Where agreed services cannot be delivered because of company failure (e.g. liquidation or bankruptcy) BAR will endeavour to obtain the services of another BAR Member to complete the contract.

6.5. In the event that arrangements in 6.4 above are not feasible & pre-payments have been made which cannot be refunded by the Member because of company failure, the Customer may apply for recompense from the BAR Pre-Payment Protection Scheme.

The BAR PPP Scheme is subject to terms & conditions available upon request.

## 7. COMPLAINTS, DISPUTES & CLAIMS

- 7.1. Members must have in place responsive & user friendly procedures for dealing with Customer complaints.
- 7.2. The Member must ensure that all staff are instructed in the handling of complaints. Staff should always adopt a friendly positive approach & avoid a negative attitude when handling a complaint.
- 7.3. Members must ensure that all staff are able to provide the name & contact details of the member of staff to whom complaints should be referred.
- 7.4. An acknowledgement of a complaint must be provided within 3 working days with an endeavour to resolve the matter within 8 weeks from the date of receipt of the complaint. If at the end of 8 weeks the matter has not been resolved the Member should advise the Customer of the availability of the BAR ADR service (as described in the Foreword.)
- 7.5. All members shall maintain a complete record of complaints from which an analysis of activities covered by the Code can be obtained. Members should take action based on this information to improve their level of service to Customers. Members should review their complaints log on a regular basis & make these available to an Association auditor upon request.
- 7.6. Members shall co-operate with Customers, their advisors & the Association in the resolution of complaints and/or the handling of liability / insurance claims.

## 8. DISPUTES

In the event of a dispute relating to the provision of a service covered by this Code, which cannot be resolved, either the Customer or the Member may refer it to the low cost independent Alternative Dispute Resolution (ADR) provided by the Association. Referral of a dispute to the ADR scheme does not prevent the Customer from taking subsequent legal action.

The Member must accede to participation in the scheme if the Customer so requests. Under this scheme, the case will be determined by an accredited independent ADR organisation. Recourse to the independent ADR scheme is subject to certain limits, current details of which are available upon request from BAR. Tel: 01923 699 486, Fax: 01923 699 481, Email: [consumer.affairs@bar.co.uk](mailto:consumer.affairs@bar.co.uk).

The scheme is an effective & user friendly alternative to the County Court small claims procedure. Any award made under this scheme will be binding upon the BAR member. The consumer is free to reject the Ombudsman's decision or withdraw from the Ombudsman's process at any time. The BAR Independent Alternative Dispute Resolution scheme is provided by;

The Property Ombudsman (TPO)  
Milford House  
43-55 Milford Street  
Salisbury SP1 2BP  
Telephone 01722 333306 Email [www.tpos.co.uk](http://www.tpos.co.uk)



- 8.1. The Member's participation & co-operation in the ADR process shall be mandatory.

## 9. INFRINGEMENT & ENFORCEMENT

BAR, as Code Sponsor, will investigate all alleged breaches of this Code.

An independent Disciplinary Committee ensures that the Code is enforced effectively & disciplinary procedures are effective, fair & impartial. In addition the Committee deals with serious cases of non-compliance with the Code. Where a potential breach of this Code has been identified during the course of investigating a consumer complaint, BAR will normally endeavour to resolve the complaint before addressing the alleged breach.

- 9.1. The Member against whom the allegation has been made shall provide a detailed response to the Association, within 14 days
- 9.2. If the facts alleged against the Member are adjudged to constitute infringement of this Code, either the Association or the Disciplinary Committee shall have the power to impose any of the following sanctions:  
Informal reprimand | Written warning | Re-inspection | Improvement notice | Fine | Compulsory retraining  
Naming & shaming | Suspension of services to the member | Termination of membership  
Any investigation or disciplinary action taken by the Association will be subject to periodic review by the Disciplinary Committee.
- 9.3. The Association has at all times the discretion to refer any alleged breach directly to the Disciplinary Committee
- 9.4. Where a sanction has been imposed by the Association the Member must within 14 days of the service of the notice:  
accept the sanction OR request that the matter be referred to the Disciplinary Committee
- 9.5. Where the Member fails to comply with Clause 9.4, the Association shall refer the matter to the Disciplinary Committee.



9.6. The decision of the Disciplinary Committee will be final.

## Annex

Current relevant statutory & regulatory requirements referred to in the Code include, but are not limited to:

- Consumer Protection from Unfair Trading Regulations 2008
- Unfair Terms in Consumer Contract Regulations 1999 (Prior to 5<sup>th</sup> October 2016)
- The British Code of Advertising Sales Promotion & Direct Marketing
- The Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013
- Health & Safety regulations
- Transport legislation governing the operation of goods vehicles
- Sale of Goods Act 1979 (Prior to 5<sup>th</sup> October 2016)
- Consumer Rights Act 2016 (After 5<sup>th</sup> October 2016)
- Supply of Goods & Services Act 1982 (Prior to 5<sup>th</sup> October 2016)

## Definitions

For the purposes of this Code, definitions are as follows:

<b>Acceptance</b>	The formal written confirmation by a Customer of acceptance of a Quotation & the <b>Terms &amp; Conditions</b> of the Contract
<b>Advertising</b>	The promotion of removal services on websites or in any printed, viewable, audible or other form in order to attract business.
<b>Alternative Dispute Resolution (ADR)</b>	Alternative dispute resolution is the collective name given to several methods of dealing with disputes without going to court.
<b>Association</b>	The British Association of Removers.
<b>BAR</b>	The British Association of Removers.
<b>Contract</b>	Document comprising an offer to provide removal and/or storage services at a specified price, & incorporating an <b>Acceptance Form</b> for completion by the <b>Customer</b> .
<b>Customer</b>	A private individual who contracts with a <b>Member</b> for the removal, storage or shipping of his/her household & personal effects.
<b>Disciplinary Committee</b>	An independently chaired committee which deals with serious cases of non-compliance with the Code & ensures that the Code is enforced effectively & disciplinary procedure are effective, fair & impartial.
<b>Member</b>	A UK based removal company which is a member of the British Association of Removers & as such a subscriber to this <b>Code</b>
<b>Pre-payment Protection Scheme</b>	A scheme under which Customers who have paid in advance for removal services & who are unable to claim a refund as a result of company failure on the part of the Member, may apply to have their money refunded.
<b>Quotation</b>	A communication in any printed, viewable, audible or other form which specifies the price for removal services offered by a Member in sufficient detail to allow a Customer to reliably purchase such services without obtaining additional information from the Member.
<b>Significant Alteration</b>	A change of date or a change to the agreed removal plan or timetable or services to be provided.
<b>Terms &amp; Conditions</b>	A document forming part of the <b>Contract</b> which sets out the rights & obligations of each party.

**Nothing contained in this Code affects the contractual or statutory rights of the Member or the Customer. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau 'Advice guide' service by visiting [www.adviceguide.org.uk](http://www.adviceguide.org.uk).**

**For more information on the BAR/TSI Code of Practice, please contact the BAR Commercial department on Tel: 01923 699 483 or E: [commercial@bar.co.uk](mailto:commercial@bar.co.uk)**

# THE BRITISH ASSOCIATION OF REMOVERS



## Advanced Payment Guarantee for Overseas Moves

Over the years, a number of international moving companies have failed financially. The result had been that shipments for which the client has prepaid are "stuck" either still in the UK, on ship or with agents abroad with no one willing to handle the shipments without the certainty that they will be paid. Customers have therefore been called upon to pay again to get their shipment completed.

Recognising that this was an unacceptable position for its clients, in 1981 the specialist overseas movers who form the British Association of Removers Overseas Group established International Movers Mutual Insurance Company (IMMI) in Guernsey to provide an Advanced Payment Guarantee (APG) protecting clients of its members against the risk of financial failure. Most, but not all, BAR Overseas Group Members now provide cover to BAR's requirements through IMMI.

So today, if a BAR member who has obtained an Advanced Payment Guarantee from IMMI fails financially, the Advanced Payment Guarantee will either (at the sole discretion of the APG provider):-

A) Complete the removal contract subject to a limit on cost of 125% of the advanced payment.  
OR

B) Refund the proportion of the advanced payment which relates to services yet to be provided.

In addition, where the failed member has accepted liability for loss or damage in transit, the APG provider will either:-

A) Endeavour to arrange continuing cover at no cost to the Client.  
OR

B) Refund any prepayment made by the Client for such cover.

It should be noted that the Advanced Payment Guarantee does not cover:-

A) Contracts where the advanced payment has been made by credit card. Clients will have recourse against the credit card company.

B) Advance payments not made by the client personally, such as payments by a company or an employer on behalf of the client.

C) Commercial goods, inheritances, cars where not part of a shipment of household goods & effects & similar non-domestic items.

Usually, however, the APG provider will continue to manage the shipment to completion, subject to agreement to reimburse the costs incurred by them.

Claims handling in such circumstances will be carried out by appointed representatives of the BAR Overseas Group who all have extensive experience in the overseas moving industry.

When considering other quotations & before committing to any prepayment, it is worth remembering that BAR Overseas Group members renew their APG annually. Each one is strictly financially vetted & you can ask to see their current Membership Certificate so there is no safer way to carry out your removal overseas. Using a BAR Overseas Group member gives you valuable peace of mind.

The IMMI website contains a list of members to whom it has issued current Advanced Payment Guarantees. For more information on IMMI, please visit [www.immi.co.uk](http://www.immi.co.uk) or contact IMMI by e-mail to [immi@willis.com](mailto:immi@willis.com).

# Eco Movers 2016 Contract Terms & Conditions

We strongly recommend that You read these Contract Terms & Conditions which form the major part of the contract between us. Our relationship is subject to these terms & they impose certain responsibilities upon You, exclude certain Work & types of consignments & limit Our liability to You in the event of loss or damage.

## Introduction

These conditions explain the rights, obligations, & responsibilities of all parties to this Agreement. Where We use the word "You" or "Your" it means the Customer: "We", "Us", "Our" or "Eco Movers" means Eco Movers Limited. "The Work" means any moving shipping storage or related services which We may carry out under this contract. "The Goods" means any moveable property subject to The Works. These terms & conditions can be varied or amended subject to Clause 24.2 of this Agreement or otherwise subject to prior written agreement. In Clauses 8, 9, 10, & 11 We limit or exclude Our liability for loss & damage. We recommend that You arrange insurance to cover Your goods or premises. Our associated company Cadogan Tate Insurance Services Limited is able to arrange insurance for Your benefit upon request. This insurance will be separate from this contract & subject to the terms & conditions of the policy. Alternatively, subject to a supplementary agreement & payment of an additional fee We are able to increase the limits of Our liability to You.

## 1 Basis for & Payment of Our Charges

- 1.1 We usually provide service without an advance site survey. Our charges are based on actual materials used & labour & vehicle time taken to complete Work, plus a charge per mile when travelling outside the M25. Our time-based charges start from arrival at first collection point & end at departure from last delivery point. They include all travelling time including & time spent in traffic, any time spent maintaining the vehicle's load-space in a tidy & safe condition as necessary throughout & at the end of Work, refuelling the vehicle if Work involves travel of more than 50 miles, time spent at warehouse if Work involves goods in store (weekend collection / delivery involves increased time & cost). Materials & mileage charges are as set out on Our website at the time of order; the time charge per man & vehicle will be confirmed to You at the time You place your order.
- 1.2 You will pay 50% of the estimated cost of the move at the time of booking & 50% the day before. Any further charges / credits that become due will be presented for approval by your card issuer during the move & will be charged / credited to your card account on completion. We reserve the right to suspend Work should such approval for additional charges not be received.
- 1.3 If you book via Our website / ask Us on the telephone We will give you an estimate & breakdown of Our charges & the deposit We require. As this is based on standard industry costing principles applied to information you provide & without knowledge of individual circumstances of Your site or individual requirements the estimate is not binding on Us; price & time rates are not fixed & vary depending on different factors so even if Work is completed in less time Our charge may not reduce & may indeed increase.
- 1.4 If you ask Us We may carry out an advance site survey & issue you with a Quotation for a fixed price including materials, labour & vehicles & any mileage charges applicable. However, if We provide a Quotation, unless otherwise stated,
  - 1.4.1 It does not include insurance, Customs duties & inspections or any other fees or taxes payable to government bodies
  - 1.4.2 We may change the price or make additional charges if circumstances are found to apply which have not been taken into account when preparing our Quotation & confirmed by Us in writing.  
These include:
    - 1.4.3 You do not accept Our Quotation in writing within 28 days, or the Work is not carried out or completed within three months.

- 1.4.4 Our costs change because of currency fluctuations or changes in taxation or freight charges beyond our control.
- 1.4.5 Work (including handling / access to property in store) is carried out at Your request on a weekend / Public Holiday or outside normal hours (08:00-18:00 hours) or after the Quotation is issued You change the date or time of the Work.
- 1.4.6 We have to collect or deliver goods at Your request above the ground floor & first upper floor.
- 1.4.7 If You deliver or collect goods to or from the warehouse, We are entitled to make a charge for receiving or handing them over.
- 1.4.8 We supply any additional services, including Work arising from extra goods (these conditions apply to such Work).
- 1.4.9 The stairs, lifts or doorways are inadequate for free movement of goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles & / or containers to load & / or unload within 20 metres of the doorway.
- 1.4.10 We have to pay parking or other fees, charges, penalties & fines in order to carry out services on Your behalf.
- 1.4.11 Delays / events outside Our reasonable control increase / extend the resources or time needed to complete the agreed Work.
- 1.4.12 We agree in writing to decrease / increase Our limit of liability set out in Clause 8.1.
- 1.4.13 In any such circumstances, adjusted charges may apply & become payable.

## **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 & floored & safe access is provided;
  - 2.1.5 Move or store any items excluded under Clause 4;
  - 2.1.6 Dismantle or assemble garden furniture & equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, & satellite dishes, or move paving slabs, planters & 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 If you do not instruct us to increase our limit of liability, arrange adequate insurance cover for The Goods against all insurable risks as Our liability is otherwise limited under Clauses 8, 9 & 10;
  - 3.1.2 Obtain at Your own expense, all documents, permits, permissions, licences & customs documents necessary for The Work to be completed (you may instruct us to do so for you);
  - 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 & delivery phases of The Work;
  - 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 & nothing is taken away in error;
  - 3.1.7 Arrange proper protection for any of The Goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or contractors are, or will be, present;
  - 3.1.8 Prepare adequately & stabilize all appliances or electronic equipment prior to their being moved;
  - 3.1.9 Empty, properly defrost & clean refrigerators & deep freezers. We are not responsible for the contents;
  - 3.1.10 Ensure that all domestic & garden appliances, including but not limited to washing machines, dish washers, hose pipes, petrol lawn mowers are clean & dry & have no residual fluid left in them;
  - 3.1.11 Ensure that no children, pets or contractors (other than Us) are present at the work site when We are present & engaged in the Work, or, if present, that they are kept away from all Our Work areas; We

will not be liable for injury or escape under any circumstances & may charge extra for any delay caused to Us by their presence.

- 3.1.12 Provide Us with a correct & up-to-date contact address, email address & telephone number during The Work;
- 3.1.13 Declare to Us, in writing, the value of The Goods. If it is subsequently established that the value of The Goods is greater than the actual value You declare, You agree that any liability We may have to You under Clauses 8, 9 & 10 will be reduced to reflect the proportion that Your declared value bears to their actual value.
- 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 Your failure to discharge these responsibilities.

#### **4. Goods not to be submitted for moving or storage**

- 4.1 Unless previously agreed in writing by a director, the following items must not be submitted & will not be accepted for The Work. The items listed under 4.1.1 below may present risks to health & safety & of fire. Items listed under 4.1.2 to 4.1.8 below carry other risks & You should make Your own arrangements for their transport & storage.
  - 4.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms & ammunition.
  - 4.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, tickets, stamps, coins, or goods or collections of any similar kind.
  - 4.1.3 Goods likely to encourage vermin or other pests or to cause infestation or contamination.
  - 4.1.4 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 & under what conditions We would be prepared to accept such Goods or whether We refuse to accept them. Should We refuse to accept these goods We will have no liability to You.
  - 4.1.5 Food, drink (including wines & spirits) & perishable items and/or items requiring a controlled environment.
  - 4.1.6 Any animals, birds, fish, reptiles or plants.
  - 4.1.7 Goods which require special licence or government permission for export or import.
  - 4.1.8 Any item weighing more than 200 kgs & not specifically mentioned & agreed to in Our quotation.
- 4.2 If You submit such goods without Our knowledge We will make them available for Your collection & if You do not collect them within a reasonable time You hereby authorise us to dispose of them & agree to pay Us any charges, expenses, damages, legal costs or penalties reasonably incurred by Us in doing so.

#### **5. Ownership of The Goods**

- 5.1 By entering into this Agreement, You guarantee that:
  - 5.1.1 The Goods are Your own property free of any legal charge; or
  - 5.1.2 You have the full authority of the owner of The Goods or anyone having a legal interest in them to enter into this Agreement & You have made the owner or anyone having a legal interest in them fully aware of these terms & conditions prior to entering into this Agreement & that they have agreed to them.
- 5.1.3 If at any time following the implementation of this Agreement up to its termination another person has or obtains an interest in The Goods or any of them You will advise Us of their name & address in writing immediately.
- 5.1.4 You will provide a full indemnity & 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 & 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 acceptable to Us & We confirm to You in writing that the contract has been novated.

#### **6 Charges if You Postpone or Cancel**

- 6.1 Once you have booked if You wish to cancel or postpone, because the rates We have offered are based on costs which vary according to date / time of day & availability of resources, if you vary these parameters Our charges will probably change & We may require an increased

deposit; as such changes involve Us in administration costs & costs of labour & vehicles which cannot be deployed elsewhere We reserve the right to, & will, charge for cancellation or postponement.

6.1.1 If You cancel or postpone via Our website Our charge will be lower than if You do this in any other way. If You use our website the charges will be

- a) Cancelled or postponed 2 days or more before the day on which the Work was due to commence – No charge
- b) Postponement less than 2 days before the day on which the Work was due to commence - 50% of deposit amount.
- c) We will charge this Postponement fee to Your credit or debit card. Your deposit will be retained against the future Work.
- d) Cancellation less than 2 days before the day on which the Work was due to commence - 90% of deposit amount.

We will charge this Cancellation fee to Your credit/debit card. Your deposit will be refunded.

6.1.2 If You cancel or postpone in any other way than the above there will be additional charge of 10% of the deposit.

6.1.3 For a move where we have provided a Quotation which You have accepted you will not be able to cancel or postpone via Our website & these charges will apply

- a) More than 10 Working Days before the move was due to start:  
No charge.
- b) Between 5 & 10 Working Days inclusive before the move was due to start:  
Not more than 30% of the move charge.
- c) Less than 5 Working Days before the move was due to start:  
Not more than 60% of the move charge.

6.2 Any such charges shall be subject to the payment requirements of clause 7 below.

## 7.0 **Payment Timing, Method, Charges for Late Payment**

7.1 Unless otherwise agreed by Us in writing:

7.1.1 Payment is required by cleared funds in advance of the move or storage period although We may under certain circumstances commence Work on payment of a deposit & accept payment of the balance of Our charges on completion of the Work.

7.1.2 Except for Work subject to Quotation we only accept payment by Credit or Debit card.

7.2 In the event that You do not pay Us when Our charges are due we reserve the right to charge You, until Our charges are paid in full

7.2.1 A credit control administration charge of £25 per month or part month

7.2.2 Interest on the overdue amount at the rate of up to 2.5% per month accruing on a daily basis.

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

8.1 We do not know the value of The 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).

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 to cover the cost of repairing or replacing that item.

8.2.1 Prior to the commencement of The Work & subject to Us having received Your itemized valued inventory We may agree to increase Our liability, for an additional charge. We will not unreasonably withhold consent to such a request. This is not insurance cover & You are strongly advised to accept the Extended Liability offered in Our quotation, or to arrange cover through Cadogan Tate Insurance Services Limited or if arranging insurance cover Yourself, You are advised to show this contract to Your insurance company.

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

- 8.3.1.1 Arising from Our negligence or breach of contract whilst The Goods are in Our physical possession, or
- 8.3.1.2 Whilst The Goods are in the possession of Our appointed agents or shippers 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.
- 8.3.1.3 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 & subject to the terms & conditions set out by that carrier.
- 8.3.1.4 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 carrier's particular terms & conditions of carriage, & You may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance & cargo) & salvage charges, or the additional cost of onward transmission to the place, port or airport of destination.  
These are insurable risks & it is Your responsibility to arrange adequate insurance cover. Our associated company Cadogan Tate Insurance Services Limited is able to arrange insurance for Your benefit upon request.
- 8.3.1.5 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 as a result of Our negligence or breach of contract.
- 8.3.2 For the purposes of this Agreement an item is defined as:
  - 8.3.2.1 The entire contents of a box, parcel, package, carton, or similar container; and
  - 8.3.2.2 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 moving as a result of Our negligence or breach of contract, Our liability shall be limited to making good to a reasonable standard the damaged area only.
  - 9.1.2 If We cause damage as a result of moving goods under Your express instruction, against Our advice, & 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 The Goods You must note this on the Worksheet or delivery receipt as soon as practicable 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. It is Your responsibility to insure Your Goods against fire or explosion. If You accept & pay for Our offer of Extended Liability this exclusion will be null & void. Alternatively You may ask Our associated company Cadogan Tate Insurance Services Limited to arrange fire insurance cover for You.
- 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 We will not be liable for any loss, damage or failure to produce The Goods as a result of:
  - 10.3.1 Normal wear & 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 vermin or similar infestation;
  - 10.3.3 Cleaning, repairing or restoring unless We arranged for this 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 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container which We have not both packed, & unpacked at the time of delivery;
- 10.3.6 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage;
- 10.3.7 For any item which has a pre-existing defect or is inherently defective;
- 10.3.8 For perishable items and/or those requiring a controlled environment;
- 10.4 For damages or costs resulting indirectly from, or as a consequence of, loss, damage, or failure to produce any of The Goods including but not limited to loss of Use or amenity or to loss of profit or anticipated profit.
- 10.5 No employee of Ours shall be separately liable to You for any loss, damage, mis-delivery, error or omission under the terms of this Agreement.
- 10.6 Where any or all of The Goods are handed out from store Our liability will cease upon handing over 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.
- 10.8 Where claims against Us are made by anyone other than You or Your agent in respect of goods or services provided by Us under this Agreement You will be liable to pay & indemnify Us against any charges, expenses, damages or penalties claimed against Us unless You can prove that We were negligent.

## **11. Time limit for claims**

- 11.1 If You or Your authorised representative collect any or all of The Goods, We must be notified in writing of any loss or damage at the time they are handed to You or Your authorised representative.
- 11.2 For any or all of The Goods which We deliver, You must notify Us in writing of any visible loss, damage or failure to produce at the time of delivery.
- 11.3 Notwithstanding Clauses 8, 9 & 10 We will not be liable for any loss of or damage to The Goods We have delivered unless a claim is notified in writing to Us, or to Our agent or the company carrying out the collection or delivery on Our behalf, as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) & in any event within seven (7) days of delivery.
- 11.4 The time limit for notifying Us of Your claim may be extended 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.
- 11.5 If You have a claim for damage You must provide Us with access to assess it within 8 Weeks of discovery.
- 11.6 We shall not be responsible for any claim not fully quantified by You within 1 year of discovery.

## **12. Delays in transit or completion of unpacking**

- 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 The Goods as planned, We will place them in storage. The Agreement will then be fulfilled & any additional service(s), [including storage & delivery, will be at Your expense].
  - 12.2.1 If We have contracted to unpack but You tell Us not to complete the unpacking on completion of the delivery phase, by having offered to complete the unpacking & having been instructed not to, We will have fulfilled Our unpacking obligations under the contract & will not be obliged to return to complete the unpacking later, but will provide at no extra charge a single return visit to collect cartons & packing materials left on site if they are within 20 miles of one of Our depots. We may charge for all materials & equipment left on site at Your request & not returned to Us within 28



days.

- 12.3 Any transit times quoted by Us are estimated & 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 & 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.

**13. Our right to hold The Goods (lien)**

“Lien” is the legal right of the remover storer or shipper to hold goods until the customer has paid all outstanding charges. We shall have a right to withhold & ultimately dispose of some or all of The Goods if You fail to pay the charges & any other payments due under this or any other Agreement whether with Us or any of Our associated companies. (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 & other costs including administrative & legal costs reasonably incurred by Us in recovering Our charges & applying Our right of lien. These terms & conditions shall continue to apply.

**14. Disputes**

If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it to the BAR Independent Alternative Dispute Resolution Scheme operated by The Property Ombudsman. Details of the scheme are available upon request from the BAR, Telephone 01923 699486, E Mail [consumer.affairs@bar.co.uk](mailto:consumer.affairs@bar.co.uk). This scheme does not prejudice Your right to commence Court proceedings.

**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 & method & right to open storage containers**

- 16.1 We have the right to choose the method & route by which to carry out The Work & the facility in which We may store The Goods.  
16.2 Unless it has been specifically agreed otherwise in writing in Our quotation, other space / volume / capacity on Our vehicles and/or containers or storage facilities may be used for other customers’ consignments.  
16.3 We reserve the right to open any storage container or room at any time for any reason & to extract, move, unpack, inspect & relocate any item whether stored or in the process of removal or shipping.  
16.4 We may at Our discretion & on reasonable notice vary any timetable or resource levels previously agreed by Us although We will always aim to start & complete The Work as close as reasonably possible to the agreed times, subject to operational constraints & force majeure.

**17. Advice & 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 The Goods. Information on such matters as national or regional laws & regulations which are subject to change & interpretation at any time is provided in good faith & 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 & 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 The Goods, You must provide a correct & up-to-date E Mail & postal address & telephone number & notify Us of any change. E Mails will be considered to have been received & read by You if they are sent to Your last E Mail address as recorded by Us & not returned as undelivered. All postal correspondence & notices will be considered to have been received by You seven days after sending by first class post to Your last address as recorded by Us.

19.2 If You do not provide E Mail & postal addresses 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 The Goods (an inventory) or a receipt & send it to You, it will be accepted as accurate & definitive unless within 10 days of the date of Our sending it, or within a reasonable period agreed between Us, We receive Your written advice notifying Us of any errors or omissions.

**21. Revision of storage charges**

We revise 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 any or all of The Goods is in arrears, & on giving You three months' notice, We are entitled to require You to remove The Goods from Our custody & 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. If in Our reasonable opinion or the opinion of a competent adviser any item or goods is or are either of no resale value or the costs of sale would exceed the likely benefit obtained, We are then entitled to dispose of such goods or items as We see fit. If We do sell Your goods We shall make reasonable efforts to sell in the appropriate market, however We shall not be obliged to take any steps other than those which may be reasonable in this respect & We shall have no obligation to seek any expert opinion before any sale is effected nor shall We be liable to You if for any reason the sale does not realise any particular or anticipated or estimated valuation. We shall be entitled to make a reasonable charge for valuation (if appropriate), administration, delivery & all other Work in relation to sale or disposal & You will be liable to us for these costs. Any net proceeds will be credited to Your account & 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 1.2.4). 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. Severability & Right To Vary Contract**

- 24.1 If any provisions of the Contract or these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract or these Conditions & the remainder of the provision in question shall not be affected.
- 24.2 Storage contracts may last for lengthy periods & We may need to change the terms under which We provide services. We therefore reserve the right to change these conditions of business after goods are received for storage by E Mailing or posting the changed conditions to Your address as recorded on Our files. They will take effect 28 days after issue. If You leave Your property in store after that date then You agree to the changed conditions.

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## EXTENDED LIABILITY TERMS

Where You have opted for Extended Liability & paid the Extended Liability charge, then the following Clause shall be incorporated into Our contract with You. It shall be construed as if it were added to the **Eco Movers** 2016 Contract Terms & Conditions & if there is any conflict between this Clause & the terms of Clause 8, 9 or 10 of the **Eco Movers** 2016 Contract Terms & Conditions then this Clause shall prevail.

### 25 Extended Liability

- 25.1 “Extended Liability” means an agreement under which the limits of Our liability set out in the **Eco Movers** 2016 Contract Terms & Conditions are altered so that We potentially become liable for loss or damage up to the agreed value for a particular consignment.
- 25.2 We shall not be liable for Extended Liability, & Our liability shall continue to be dealt with in accordance with the unamended **Eco Movers** 2016 Contract Terms & Conditions unless & until You have opted for Extended Liability & declared a value for the consignment & You have paid Our fee & We have agreed in writing, to accept liability up to the value You have proposed by issuing You with a confirmation.
- 25.3 Notwithstanding that Extended Liability has been agreed between You & Us, Our potential liability shall remain as per the terms of the unamended **Eco Movers** 2016 Contract Terms & Conditions unless & until all charges due to Us have been paid in full. Once all charges due to Us have been paid in full, We shall accept liability in accordance with Extended Liability, as per the balance of this Clause 25, for any loss & damage which arises after the date of final payment.
- 25.4 As long as all Our charges have been paid in full, We will continue to be liable as long as the consignment is in Our custody or control.
- 25.5 Where the contract with You involves both moving & storage by Us, We can only agree to Extended Liability, as per the balance of this Clause 25, for all stages of the process & not for transit or storage alone.
- 25.6 There are limits as to when We can agree Extended Liability. Where We agree to provide self-storage or storage for You following transit/packing by another party or where We contract to move goods following storage and/or packing by another party, We cannot offer Extended Liability. However, We do have some tailor-made solutions for such circumstances. If this is the situation in which You find yourself, please contact Us & We can discuss the options available.
- 25.7 Even under Extended Liability, Our liability to You will not exceed the sum which You originally proposed, subject to the operation of Clause 25.9 below, as the value of Your goods & which We have agreed.
- 25.8 If You have under-valued Your goods, Our liability in accordance with these Extended Liability provisions shall be reduced from the total claim by the same proportion as the declared value of The Goods bears to the actual value of The Goods.
- 25.9 It is Your responsibility to provide complete & accurate information to Us at the start & throughout the life of this Agreement. Failure to declare material information could invalidate Your ability to claim against Us. If Your consignment is in storage, unless You instruct Us not to, We will, on January 1st each year, increase the value of the consignment by the higher of the most recently available UK Consumer Price or Retail Price Index. We have no further duty to review the value if its value increases materially for any other reason. You should review the declared value to ensure that it remains adequate.
- 25.10 The limit of liability provided for by Clause 8.2 of the **Eco Movers** 2016 Contract Terms & Conditions shall not apply where Extended Liability has been agreed in accordance with this Clause 25.
- 25.11 Where a claim arises, We shall be entitled to replace or repair the item, at Our option or to pay You compensation at a level equivalent to the cost of repair or replacement. The replacement value will take into consideration the age, quality, degree of use & consequent market value of any item.
- 25.12 When a lost or damaged item is part of a pair or set we shall be liable only for that item except when it is antique or an original work of art.

- 25.13 If agreement has been reached between You & Us to provide Extended Liability on a “New for Old” basis & the supplementary Extended Liability fee has been paid, then in the event of the loss or destruction of any item for which We are liable under this Agreement (except clothing & household linen), the basis of settlement shall be the cost of replacing it as new provided that the replacement is substantially the same as but not better than the original when new. For clothing & household linen We will take into consideration the age, quality, degree of use & consequent market value of such items.
- 25.14 We shall not under any circumstances be liable for loss or damage to any item or goods falling within the following classes of goods, even where their loss or damage arises from Our negligence:
- 25.14.1 Jewellery, cameras, watches, precious metals & precious stones, money, negotiable documents, tickets, deeds, bonds, securities, coins, medals, stamps of all kinds, except whilst in store in locked safe(s) or strong-room(s). Plants, foodstuffs, livestock, pets & their cages or tanks. Furs, perfumery, tobacco, cigars, cigarettes, wines, spirits & the like, except whilst carried or stored in the course of a household or office move, although we shall not under any circumstances be liable for any deterioration in the condition of such items.
- 25.14.2 Furniture made of MDF and/or not specifically designed for regular dis-/re-assembly;
- 25.14.3 Goods removed or delivered from or to premises where third parties are present without Our prior written consent, or to premises which are unattended;
- 25.14.4 The contents of any wardrobe, drawer, package, bundle, case/container not both packed & unpacked by Our employees/agents unless the loss of or damage to such contents is proved beyond all reasonable doubt to have been caused by the actions of Our employees/agents.
- 25.14.5 We shall not, under any circumstances, be liable in respect of any of the following even if the same arises from Our negligence:
- 25.14.6 Wear & tear, gradual deterioration (including contents of deep freeze units);
- 25.14.7 Loss or damage caused by vermin, moth or other insects, damp, mildew, rust, climatic or atmospheric causes, leakage of liquid from any receptacle or container;
- 25.14.8 Damage to goods which are brittle or which have an inherent defect or which have been previously damaged & repaired;
- 25.14.9 Mechanical and/or electrical damage and/or derangement of clocks, barometers, refrigerators, freezers, washing machines & other electrical appliances, radios, televisions, videos, sound recording or reproduction equipment, sewing machines, typewriters, accounting machines, computer & related equipment, scientific and/or musical instruments, unless as a direct result of external physical damage of such items & unless such damage or derangement is the direct result of inadequate packing and/or rough and/or incorrect handling by Us;
- 25.14.10 Loss/corruption of data except the loss of blank data storage media. (You are strongly advised to make back-up copies of all software & data.);
- 25.14.11 Consequential loss of any kind or description, including but not limited to loss of profits & loss of market;
- 25.14.12 Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Terrorism, Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power. This exclusion shall not apply to overseas moves whilst your property is waterborne;
- 25.14.13 Loss or damage from: (a) ionising radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (b) radioactive, toxic, explosive / other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 25.14.14 Loss or damage caused by pressure wave(s) caused by aircraft or aerial device;
- 25.14.15 Confiscation or seizure of goods by Customs or Government Agencies.
- 25.14.16 For overseas moves only, We shall have no liability, even when due to Our negligence, for the breakage, scratching, denting, chipping, staining & tearing of owner packed effects, including trunks, suitcases & the like or for the loss of any items unless You supply Us with a valued list of contents prior to commencement of transit & this list is approved by Us.

# EXCLUDED SERVICES

Clause 2 of the [Eco Movers](#) 2016 Consumer Terms excludes certain work. This is in the interests of health, safety or the avoidance of damage to property or buildings. Without prejudice to this clause, for the sake of clarity we set out below the practical implications of this clause, based on our experience of thousands of moves.

We will not, unless we have agreed in writing to do so in a formal letter or contract variation agreement,

Dis-assemble or re-assemble appliances or fitted/system/MDF furniture

Take-up, lay or re-lay fitted floor coverings

Hang pictures & other wall hung items

Disconnect or reconnect, as it may not be safe or legal for us to do so,

Wired-in electrical appliances or fittings

Plumbed-in appliances/fittings

Any gas fired appliances

Set up televisions, audio systems, home entertainment systems, computers or peripherals

Dig up/plant trees or plants & dis/re-assemble greenhouse or garden contents/equipment

Use a customer's vehicles, plant, tools or equipment to carry out the move

## Move

Items to, from or through lofts, balconies, cellars, outbuildings or other areas where safe or clear access is not available

Safes, AGAs, Rayburns or similar, night storage heaters or other items that weigh more than 200kg or which are so dense or awkward in shape that they cannot be moved without risk of injury or damage

Animals, pets or their tanks, cages, etc.

Plants of more than 2 metres in their longest dimension

## Store

Plants (these should be stored with a professional nurseryman)

Liquids, aerosols, organic, volatile, corrosive, caustic, flammable or explosive materials

Food & drink, including wines & spirits

## Do Building Work

Except that if during the course of the move it is necessary to remove or modify a window, door frame or other building component in order to facilitate access either by hoist lift or otherwise, we may at our discretion either engage a builder at your expense to do this work or carefully undertake this work ourselves.

On completion of the move use our best endeavours to re-instate the building component affected but we will not be responsible for making good, or for the cost of making good by others, of the item if damaged, or its decoration or surrounds.

Please note that if any of our employees agrees to do any of these things without our written agreement by formal letter or contract variation agreement you will not be entitled to claim against us for any loss or damage or injury that may arise.

# YOUR RESPONSIBILITIES BEFORE, DURING & AFTER THE MOVE

Under clause 3 of the [Eco Movers](#) 2016 Consumer Terms you agree to accept certain responsibilities in the best interests of health, safety, security, performance & the avoidance of damage to property or buildings. Without prejudice to this clause, for the sake of clarity, we set out below its practical implications, based on our experience of thousands of moves.

Unless we have agreed otherwise in writing in a formal letter or contract variation agreement, you should ensure that you have, before the move,

- 🍏 Arranged adequate insurance cover of your property against all insurable risks if you do not accept the option of Extended Liability
- 🍏 Declared in writing to us the value of the goods; a correct valuation is especially important for you to obtain full indemnity if you accept the option of Extended Liability option.
- 🍏 Obtained all necessary permits, permissions, licences, & Customs documents necessary for the work to take place
- 🍏 Prepared & stabilized all appliances & equipment, to include emptying, defrosting, cleaning, drying & clearing of contents or residual fluid; this includes but is not limited to refrigerators, deep freezers, washing machines, dishwashers, hosepipes & powered lawn mowers;

and during & after the move you should ensure that you (or a responsible representative) will

- 🍏 Be present throughout the collection & delivery phases & will sign any inventory, waybill, job sheet or other relevant document confirming collection or delivery;
- 🍏 Check at the end of each phase of the move that nothing that should be removed is left behind & nothing is taken away in error – this is your responsibility & cannot be delegated to us;
- 🍏 Arrange proper protection for any property left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or other contractors are, or will be, present;
- 🍏 Arrange that no children, pets or other contractors are present at the work site. If this is not possible you must ensure that they are kept away from all our work areas at all times, reducing the risk of injury, escape, obstruction & delay (which may be charged for);
- 🍏 Provide us with a correct & up-to-date contact address, email address & telephone number.

## OUR CHARGE FOR THE MOVE OUT OF STORE

When we provide a quotation which includes a move to store, storage & a move out of store, the price for the move out of store is indicative only. It is based on the estimated number of containers being delivered, within six months of the date of the quotation, to the address or area which you advised us you intended to move to, not above the second floor, during working weekdays other than Fridays or Quarter Days or month ends, with an Unpack Fragiles Service.

There will be an increase in the charge if we deliver

- more containers or loose items,
- to a different location or multiple locations,
- to floors above the second,
- on Fridays, Quarter Days, month ends, weekends or Public Holidays or outside business hours
- if we provide a Full Unpack
- if the move from store is beyond six months from the date of our quotation.

If our price varies we will advise you when we confirm your move from store.