

# Terms And Conditions For A Removal Company

## Disclaimer – to be deleted before use

*These terms and conditions are provided on an “as is” basis and without liability on the part of Pound Gates & Company Limited. Legal advice should be obtained before using these terms and conditions to ensure that they are appropriate for your business and in respect of any amendments that you may wish to make to them. The following clauses cannot be changed as these would materially impact upon the insurance policy:*

- *Clause 4.1.1*
- *Clause 9 (save to insert the value where indicated in the Goods in Transit load limit that is included in the insurance policy)*
- *Clause 10*

*Clauses 7.1 to 7.8 of these terms and conditions incorporate optional wording in respect of the cancellation rights granted to consumers by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. These rights will apply in relation to storage services only where the contract is entered into on an “off premises” or “distance selling” basis.*

*These terms and conditions do not set out all of the required information which must be provided to consumers if the contract is entered into via a “distance selling” or “off-premises” arrangement. You will need to ensure that such information is provided as required by the regulations and also take appropriate legal advice to confirm whether the regulations apply in particular situations.*

## 1. Introduction

These Conditions set out the rights and obligations of the Remover (“we”, “us” or “our”) and the Customer (“you” or “your”). These Terms and Conditions can only be changed with the prior written agreement of both the Remover and the Customer. We cannot provide insurance cover in relation to your goods and you should therefore consider whether you need separate insurance cover. Your attention is drawn to Clause 9, which sets out our liability in respect of your goods.

## 2. Quotation

- 2.1 Our quotation has no VAT but unless otherwise stated does not include customs, duties, inspections or any other fees or taxes payable to any statutory body. Any such duties or fees will be payable by you in addition to the price stated in the quotation.
- 2.2 We reserve the right to amend the price stated in the quotation to take account of changes of circumstances which were not taken into account when preparing our quotation and are confirmed by us in writing and agreed by you. Such factors may include the following:-
  - 2.2.1 where the work is not carried out or completed within 3 months of the date stated in the quotation;
  - 2.2.2 increased costs resulting from currency fluctuations or changes in taxation or freight charges;
  - 2.2.3 we have to collect or deliver goods at your request above the ground floor and first upper floor;
  - 2.2.4 we supply any additional services;
  - 2.2.5 the work is carried out outside of normal business hours (between 8.00am and 6.00pm) at your request;
  - 2.2.6 we are required to provide additional services not included within the quotation, including the moving or storing of extra goods;
  - 2.2.7 we are unable to obtain access to the delivery or collection point or such access is inadequate or inappropriate for our vehicles;
  - 2.2.8 we have to pay parking or other charges; or
  - 2.2.9 there are delays or events outside our reasonable control which increase the cost or resources required to complete the work.
- 2.3 Our quotation does not constitute a contract and accordingly there is no contract between us until you have our written confirmation that we can move your goods on the required date. Such confirmation will be sent within [state number] business days following receipt of your acceptance of our quotation and the contract then concluded will be on these Terms and Conditions.

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3. **Additional Work**
  - 3.1 Unless otherwise agreed in writing, the following is not included within the quotation:-
    - 3.1.1 dismantling or assembly of furniture of any kind;
    - 3.1.2 dismantling or assembly of garden furniture and equipment including, but not limited to, sheds, greenhouses, garden shelters, outdoor play equipment and satellite dishes, or moving paving slabs, planters and the like;
    - 3.1.3 moving items from a loft unless properly lit and floored and safe access is provided;
    - 3.1.4 disconnecting, reconnecting, dismantling or reassembling any appliances, fixtures, fittings or equipment;
    - 3.1.5 taking up or removal of fitted floor coverings;
    - 3.1.6 the movement of any item or items which our staff reasonably believe they cannot move safely, whether due to its nature or its position.
  - 3.2 You are recommended to make arrangements for any such work to be provided for separately.
4. **Your Responsibilities**
  - 4.1 You must:-
    - 4.1.1 declare in writing to us the value of the goods being removed and/or stored (unless you elect for our liability to be limited to £50 per item as set out in Clause 9.1);
    - 4.1.2 obtain at your own expense all permissions, consents, licences, permits or customs documents required for the removal of the goods;
    - 4.1.3 be present, either personally, or through an authorised representative, during the collection and delivery process;
    - 4.1.4 prepare and stabilise all appliances prior to their removal;
    - 4.1.5 take reasonable precautions to prevent the unauthorised removal of goods not belonging to you and check to ensure that your goods are duly removed;
- 4.1.6 provide proper protection for goods left unattended or in unoccupied premises;
- 4.1.7 empty, defrost and clean refrigerators and freezing equipment.
- 4.1.8 ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them.
- 4.2 In addition you must provide us with contact details during the removal process including transit and/or storage of goods to the point of delivery.
- 4.3 We will not be liable for any loss, damage, cost or additional expense that may occur as a result of your failure to fulfil these obligations unless by reason of our own negligence or breach of contract.
5. **Ownership of Goods**
  - 5.1 You confirm to us that the goods being removed are your property or that you have the authority of the owner to enter into this contract in relation to the removal of the goods and the storage thereof.
  - 5.2 You undertake to indemnify us for any claims and keep us indemnified against any claims resulting from any breach by you of Clause 5.1.
  - 5.3 If at any time during the term of this agreement another person has or obtains an interest in the goods you must advise us of their name and address in writing immediately.
  - 5.4
6. **Goods Not to be Submitted for Removal or Storage**
  - 6.1 Unless previously agreed by us in writing by a director, the following items are excluded from this contract and will not be removed and must not be submitted for store;
    - 6.1.1 Prohibited or illegal items, stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, aerosols, paints and firearms and ammunition;

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- 6.1.2 jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind;
- 6.1.3 any goods which in our opinion are hazardous to health, dirty or unhygienic or likely to encourage vermin or other pests or to cause infestation or contamination;
- 6.1.4 perishable items and/or those requiring a controlled environment or refrigerated or frozen food or drink;
- 6.1.5 any plants or animals, including but not limited to, birds, fish, reptiles or amphibians;
- 6.1.6 goods requiring any licence or government consent for export or import or any movement contemplated within the removal.
- 6.2 If we do agree to remove any such goods we will not accept any liability for loss or damage unless we are negligent or in breach of contract. If you submit any such goods without our knowledge we will make them available for your collection and if you do not collect such goods within a reasonable time we reserve the right to take further steps in relation to the disposal of any such goods. You must indemnify us against any additional charges, expenses, damages, costs or claims incurred by us as a result.
- 7. Cancellations**
- 7.1 Clauses 7.2 to 7.8 apply to the extent that the services to be provided under this contract consist of the storage of goods. They do not apply to the removal and transportation of goods. If the services to be provided under this contract consist of both storage and transport of goods then clauses 7.2 to 7.8 apply to the provision of storage services only.
- 7.2 If you are a "consumer" as defined under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations"), you will have the right to withdraw from this contract until you receive confirmation from us that the contract is concluded as set out in clause 2.3 and then a legal right to cancel this contract during the period of 14 days beginning the day after the date on which the contract was concluded without giving any reason ("Cancellation Right").
- 7.3 To exercise your Cancellation Right, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model cancellation form, but you are not required to do so.
- 7.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of your Cancellation Right before the cancellation period has expired.
- 7.5 If you cancel this contract, we will reimburse to you all payments received from you in relation to the cancelled services.
- 7.6 We will make the reimbursement without undue delay, and no later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 7.7 We will make the reimbursement using the same means as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 7.8 We will only begin providing storage services during the cancellation period if you expressly request us to do so in writing. If you request us to begin the performance of services during the cancellation period, and then subsequently exercise your Cancellation Right, you must pay us an amount which is in proportion to the services performed prior to your cancellation of this contract, in comparison with the services to be provided under the full coverage of the contract. This may include any charges set out in our quotation in respect of the transport of goods to or from storage.
- 7.9 Subject to clauses 7.1 to 7.8 inclusive,] if this agreement is postponed or cancelled, we may charge you depending on the amount of notice of cancellation or postponement given. Our charges are as follows:-
- 7.9.1 more than 21 working days prior to the removal – no charge;
- 7.9.2 between 14 and 21 working days inclusive before the removal was due to start – 50% of the removal charge;
- 7.9.3 less than 14 working days before the

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removal was due to start – the full amount.

7.10 For the purpose of this clause working days includes Mondays to Fridays other than Public Holidays.

## 8. Payment

8.1 You must pay our charges so that we have cleared funds in advance of the removal.

8.2 You must not withhold any part of the agreed price.

8.3 We reserve the right to charge interest on overdue amounts.

8.4 Payment terms may only be varied with our written agreement in advance.

## 9. Our Liability for Loss or Damage

9.1 Our liability for negligence or breach of contract or otherwise under common law in relation to your goods will be assessed as a sum equivalent to the cost of their repair or replacement, taking into account the age and condition of the goods immediately prior to their loss or damage but always limited to the value declared to us under Clause 4.1.1. or £30,000 whichever is the least. If no such value is declared, or if you so elect, our liability shall be limited to the maximum amount of £50 per item. In this respect an item is defined as any one article, suite, pair, set, complete case, package, carton or other container. These limits may affect the quotation.

9.2 We are not liable on a “new for old” basis for any lost or damaged goods.

9.3 We shall not be liable to the extent that loss or damage is caused or contributed to by moving goods under your express instructions, against our advice, and in a manner which is likely to cause damage.

9.4 You must notify us as soon as reasonably possible of any damage to your premises or property other than goods submitted for removal and/or storage.

## 10. Exclusion of Liability

10.1 We are not liable for the following:

10.1.1 Loss or damage to cars or other motor vehicles (except motor cycles and mopeds

or the like) and/or, boats and/or caravans unless carried within a closed vehicle, or within a trailer specially constructed or adapted for the purpose, but including loading and unloading, and storage within a suitable building, where carried or stored as an incidental part of a domestic removal and/or storage contract. In addition we will not be liable for loss or damage to motor vehicles caused by scratching, denting and marring unless you obtain from us a pre-collection condition report.

10.1.2 Electrical and mechanical derangement unless shown to be as a result of physical external damage to the item concerned or as a result of fire, flood, collision or overturning of road vehicles or other conveyances.

10.1.3 Breakage, scratching, denting, chipping, staining and tearing of items packed by you including trunks, suitcases and the like unless reasonably attributable to physical damage to such items caused by collision or overturning of road vehicles or other conveyances. We are also not liable for claims for missing items unless a valued list of contents is supplied by you to us prior to commencement of transit and such list approved by us.

10.1.4 Loss or damage which occurs prior to collection or packing by us or after delivery or unpacking by us.

10.1.5 Loss or damage to jewellery, watches, trinkets, precious stones, precious metals, coins, money, deeds, bonds, securities and stamps or collections of similar kind, manuscripts or other documents or electronically held data records, mobile telephones.

10.1.6 Loss or damage caused by wear and tear, gradual deterioration, warping or shrinkage, moth, vermin and/or insects or similar infestation unless it can reasonably be demonstrated that such loss or damage arose as a result of our actions or failings of those of our subcontractors, agents or servants.

10.1.7 Loss or damage caused by cleaning, repairing or restoring unless we arranged for the work to be carried out.

10.1.8 Loss or damage caused by changes to atmospheric conditions which result in

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mould, mildew, rusting, tarnishing or corrosion unless directly linked to ingress of water caused by our negligence or breach of contract.

10.1.9 No employee of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.

10.1.10 Any consequential loss.

10.1.11 Loss or damage to refrigerated or frozen food and/or drink, plants, house plants, brittle objects, items with inherent defects howsoever caused and/or goods likely to encourage vermin or other pests or to cause infestation.

10.1.12 Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items including gas bottles, aerosols, paints, firearms and ammunition.

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

10.1.14 War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, act of God, industrial action or other such events outside our control.

10.2 If the value of your goods in store are, at the time of loss or damage, collectively of greater value than the value declared, then you will bear the equivalent proportion of the claim in the same ratio as the actual value exceeds the declared value.

10.3 Our liability is limited to the reasonable cost of repair and no claim will be considered in respect of any depreciation in value of any item as a result of such repair.

10.4 Where any item consists of items in a pair or set, we will not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such part or parts may have as part of a pair or set, nor more than a proportionate part of the declared value of the pair or set.

## 11. Delays in Transit

11.1 Unless specifically agreed all arrival and departure times are estimates only.

11.2 If a specific timetable is agreed in writing between us and any delay within our reasonable control occurs we will pay your reasonable expenses resulting from our failure to keep to the agreed written timetable. If through no fault of ours we are unable to deliver your goods and take them into storage then any additional storage charges and delivery charges incurred as a result will be at your expense.

## 12. Time Limit for Making Claims

You must notify us of any loss or damage within 7 (seven) days of the collection of goods by you or their delivery by us to their destination, unless we agree to an extension of this time limit. If you fail to make a notification to us of such loss or damage we will not be liable. Day one of seven is to start the day after either the collection of goods by you or delivery by us to their destination.

## 13. Withholding or Disposal of the Goods

We have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other agreement between us. These may include any charges which we have paid out on your behalf. While we hold the goods you will be liable to pay all storage charges and other costs incurred by us as a result of withholding your goods and these Terms and Conditions will continue to apply.

## 14. Sub-Contracting

We reserve the right to sub-contract part or all of the work provided for under this Agreement in which case these Terms and Conditions will continue to apply in full.

## 15. Storage Charges

We may change our storage charges and you will be given one month notice of any such change in advance in writing.

## 16. Applicable Law

These Terms and Conditions are subject to the Law of England and Wales. Any dispute between us will be governed by the non-exclusive law and jurisdiction of the courts of England, Scotland or Wales. If you currently reside or are moving to a place outside the jurisdiction of the courts of the United

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Kingdom, alternative laws or jurisdiction of local courts may apply subject to our written agreement prior to the work or services commencing.

## 17. **Whole Agreement**

These Terms and Conditions together with our quotation form the whole agreement between us and all other correspondence or oral discussions or representations are excluded.

## 18. **Termination**

We may terminate this contract on one month notice in writing. If you wish to terminate this agreement while your goods are in storage you must give at least 10 working days notice in writing. You remain liable for charges for storage up to the date of release of the goods to you.

## 19. **Using your personal information**

We collect information about you to be able to provide you with our removal and/or storage services. This information includes your personal data ("your data"), and we process your data in accordance with the General Data Protection Regulation and all associated laws. Your data will be used for the purposes of providing you with our removal and/or storage services, processing payments, communicating with you, and generally maintaining your account with us to comply with our legal obligations and our legitimate business interests.

We may share your data with, and obtain information about you from, credit reference or fraud prevention agencies (including Police, Counter Terrorism and Customs and Excise) or any trade association that we may be a member of from time to time. If your goods suffer loss or damage during the removal and/or storage contract then we may also pass your details on to our insurers for the purposes of processing any claim.

We will release your data and other account details at any time if we consider in our sole discretion that such release is appropriate to comply with the law, to enforce these terms and conditions or for fraud protection, crime prevention and/or detection purposes or to protect the safety of any person.

If we sell or buy any business or assets, we may disclose your data and account details to the prospective seller or buyer of such business or assets. If our business or substantially all of our assets are acquired by a third party, your data and account details will be one of the transferred assets.

You have the right to request a copy of the information that we hold about you, to request that inaccurate data is rectified, to restrict how data is used and in certain circumstances to have data deleted. Please e-mail or write to us at the address provided on these terms and conditions should you wish to request for any of the above to be actioned.

## 20. **Waiting Time**

When arriving at the delivery address we allow 30 minutes {at no added charge} waiting time before offload, then after the rate will be £52.00 per hour.

## 21. **Waiver Charge**

The £75.00 waiver charge will cover (2 hrs ) waiting time from when the removal crew arrive at the delivery address, {Not refundable if access is within the time.