

# BECK'S Removals TERMS AND CONDITIONS

These conditions explain your rights, obligations, and responsibilities and those of your contractor. A contract is a two-way arrangement and it is important that everyone knows where they stand. Where we use the word 'you' or 'your' it means the customer: 'we', 'us' or 'our' means Beck's Removals. These conditions can only be changed or amended by our written agreement.

## 1. Our Quotation

Our quotation is a fixed price. Unless otherwise stated, it does not include insurance, customs duties and inspections or any other fees payable to government bodies.

We may change the price or make additional charges if any of the following have not been taken into account when preparing our quotation and confirmed by us in writing.

- You do not accept it in writing within 28 days, with a firm removal date to which we agree in writing.
  - By your delay, the work is not carried out or completed within three months.
  - Our costs increase (or decrease) because of currency fluctuations or changes in taxation or freight charges beyond our control.
  - The work is carried out on a Saturday, Sunday or Public Holiday at your request.
  - We have to collect or deliver goods above the ground and first upper floor.
  - We supply any additional services, including moving or storing extra goods (these conditions apply to such work).**
  - The stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 20 metres of the doorway, and this means we have to do extra work.
  - Any parking or other fees or charges that we have to pay in order to carry out services on your behalf.
  - There are delays or events outside our reasonable control.
  - We agree in writing to increase our limit of liability set out in clause 8.
- In all these circumstances, you will pay the adjusted charges.

## 2. Work not included in the quotation

Unless agreed by us in writing we will not:

- Dismantle or assemble unit or system furniture (flat-pack), fittings or fittings.
- Disconnect or reconnect appliances, fixtures, fittings or equipment.
- Take up or lay fitted floor coverings.
- Move storage heaters unless they are dismantled.
- Move items from a loft, unless properly lit, and floored and safe access is provided.
- Move or store any items excluded under clause 4.

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

It will be your sole responsibility to:

- Declare to us the value of the goods being removed and/or stored.
- Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks.**
- Obtain at your own expense, all documents, permits, licences, customs documents necessary for the removal to be completed.
- Be present or represented throughout the removal.
- Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
- Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.
- Prepare adequately and stabilise all appliances or electronic equipment prior to their removal.
- Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
- Provide us with a contact address for correspondence during removal transit and/or storage of goods.

Other than by reason of our negligence, we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

## 4. Goods not to be submitted for removal or storage.

The following items are specifically excluded from this contract.

- Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.
- Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
- Plants or goods likely to encourage vermin or other pests or to cause infestation.
- Refrigerated or frozen food or drink.
- Any animals and their cages or tanks including pets, birds or fish.
- Goods which require special licence or government permission for export or import.

Such goods will not be removed by us except with our prior written agreement. In the event that we do remove such goods, we will not accept liability for loss or damage wholly or mainly attributable to the special nature of the goods concerned. If you submit such goods without our knowledge and prior written agreement we will not be liable for any loss or damage and you will indemnify us against any charges, expenses, damages or penalties claimed against us. In addition, we shall be entitled to dispose of (without notice) any such goods which are listed under paragraphs 4(b), 4(c) or 4 (d).

## 5. Ownership of the goods.

By entering into this contract, you declare that:

- The goods to be removed and/or stored are your own property, or
- The person(s) who own or have an interest in them, have given you authority to make this contract, and have been made aware of these conditions.

You will meet any claim for damages and/or costs against us if these declarations are not true.

## 6. Charges if you postpone or cancel the removal

If you postpone or cancel this contract, we may charge according to how much notice is given.

- Less than 14 days, but more than 8 days before the removal was due to start: 50% of the removal charge.
- Between 8 & 2 days before the removal was due to start: 60% of the removal charge.
- 48 Hours or less before the removal was due to start 100% of the removal charge.**

Unless otherwise agreed by us in writing:

- Payment is required, by cleared funds in advance of the removal or storage period.
- You may not withhold any part of the agreed price.**
- In respect of all sums which are overdue to us, we will charge interest calculated at 4% above the base rate for the time being of National Westminster Bank PLC.**

## 7. Our liability for loss or damage

Our liability for loss or damage is limited, as set out in clause 8(a) below. You may request us to increase our liability, as set out in clause 8(c) below, subject to our express written agreement in advance of carrying out the removal and/or storage.

- In the event of our losing or damaging your goods, if we are liable, we will pay you up to a maximum sum of £40.00 sterling for each item which is lost or damaged, to cover the cost of repairing or replacing that item.

OR

- We may choose to repair or replace the damaged item. If an item is repaired we are not liable for depreciation in value.
- Always subject to receiving your itemised valued inventory and request in writing to increase our liability, prior to the removal and/or storage commencing, we may offer to extend our maximum liability to the value declared by you to us.

For the purposes of clauses 8(a), 8(b) and 8(c), an item is defined as any one article, suite, pair, set, complete case, carton, package or other container.

- Other than by reason of our negligence, we will not be liable for any loss, damage or failure to produce the goods if it is caused by those circumstances set out in the following:
  - By fire howsoever caused.
  - By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside our reasonable control.
  - By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.
  - By moth or vermin or similar infestation.
  - By cleaning, repairing or restoring unless we did the work.
  - To any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by us.

- For electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.

- To jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a similar kind, howsoever caused, unless you have previously given us full particulars with value, and we have confirmed in writing that we accept responsibility as in conditions 8(a) or 8(c) above.

- To any goods which have a relevant proven defect or are inherently defective.

- To animals and their cages or tanks including pets, birds or fish.

- To plants.

- To refrigerated or frozen food or drink.

- Other than by reason of our negligence, we will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage, or failure to produce the goods.

- No employee of the contractor named on the front of this contract shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this contract.

## 8. Extra conditions that apply to removals to/from a foreign country outside the United Kingdom:

For goods destined to, or received from a place outside the United Kingdom.

- We will accept liability only for loss or damage to goods when they are in our actual possession, and if it can be proven that we were negligent. In such circumstances, we will accept liability as in condition 8(a) or 8(c) above. We are not liable for any loss, damage or failure to produce the goods if it is caused by those circumstances set out in condition 8(d) above.

- 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 and subject to the terms and conditions set out by that carrier.

- 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 have limited recourse against the carrier, and may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit insurance cover.

- We do not accept liability for goods confiscated, seized or removed by Customs Authorities or other Government Agencies.

## 9. Time limit for claims.

- For goods which we deliver, you must note any visible loss, damage or failure to produce any goods at the time of delivery.

- If you or your agent collect from our warehouse, you must note any loss or damage at the time the goods are handed to you.

- Notwithstanding clause 8, we will not be liable for any loss of or damage to the goods unless a claim is notified to us or our foreign correspondent in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of collection of the goods from us or delivery of the goods by us, as the case may be.

- The time limits referred to in clauses 10(a), 10(b) and 10 (c) above shall be essential to the contract.

- Upon your written request we may at our discretion agree to extend your time for compliance with clause 10 (c), PROVIDED your request is received within the time limits provided for and subject to this proviso we will not unreasonably refuse such a request.

## 10. Delays in transit

- Other than by reason of our negligence, we will not be liable for delays in transit.

- If through no fault of ours we are unable to deliver your goods, we will take them into store. The contract will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

## 11. Damage to premises or property other than goods.

- We will not be liable for any damage to premises or property other than goods submitted for removal and/or storage unless we have been negligent.

- If we cause damage as a result of moving goods under your express instruction, against our advice, and where to move the goods in the manner instructed will inevitably cause damage, we shall not accept that we were negligent.

- If we are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt. This is essential to the contract.

## 12. Our Right to Hold the Goods (lien)

We shall 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 contract. These include any charges that we have paid out on your behalf. While we hold the goods and wait for payment you will be liable to pay all storage charges and other costs incurred by our withholding your goods and these terms and conditions shall continue to apply.

## 13. Disputes

If there is a dispute arising from this agreement, which cannot be resolved, subject to the agreement of both parties, either you or we may refer the dispute to an arbitrator appointed by the Chartered Institute of Arbitrators. The cost of any such arbitration will be at the discretion of the arbitrator. This does not prejudice your right to commence court proceedings.

## 14. Our right to sub-contract the work.

- We reserve the right to sub-contract some or all of the work.

- If we sub-contract, then these conditions will still apply.

## 15. Route and method

- We have the full right to choose the route for delivery.

- Unless it has been specifically agreed in writing on our Quotation, other space/volume/capacity on our vehicles and/or the container may be utilised for consignments of other customers.

## 16. Advice and information

Advice and information in whatever form it may be given is provided by the company for the customer only. Any oral advice given without special arrangement is provided gratuitously and without contractual liability.

## 17. Applicable law

This contract is subject to the law of the country in which the office of the company issuing this contract is situated.

## EXTRA CONDITIONS THAT APPLY TO THE STORAGE OF GOODS

### 18. Your forwarding address

- If you send goods to be stored you must provide an address for letters and notify us if it changes. All correspondence and notices will be considered to have been received by you seven days after posting it to your last address recorded by us.

- If you do not provide an address 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.

### 19. List of goods (inventory) or receipt

Where we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within seven days of receiving it, notifying us of any errors or omissions.

### 20. Revision of storage charges

We review our storage charges periodically. You will be given 28 days notice in writing of any increases.

### 21. Our right to Sell or dispose of the Goods.

On giving you 28 days notice we are entitled to require you to remove your goods from our custody and pay all money due to us. If you fail to pay all outstanding debts due to us we are entitled to sell or dispose of some or all the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest.

### 22. Termination

If payments are up to date we will not end this contract except by giving you three calendar months notice in writing. If you wish to terminate your storage contract, you must give us at least 14 days notice. 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.

### 23. Hand out charges

If you make your own arrangements to collect the goods from our warehouse we are entitled to make a charge for handing them over. Our liability will cease upon handing over the goods.