

## Terms and Conditions of The National Guild of Removers & Storers Ltd © 2005

These conditions set out the terms of the contract between the Removal and/or Storage Contractor ("the Contractor") and you ("the Customer") and explain your rights and obligations and responsibilities and those of the Contractor.

### 1. Interpretation

- 1.1 Any reference in these conditions to "we" or "us" is a reference to the Contractor.  
Any reference in these conditions to "you" is a reference to the Customer.
- 1.2 Any reference to "Insurance Option" is to the Insurance Option set out in Clause 9A.
- 1.3 "Goods" means the goods being removed and/or stored.
2. **Quotations**
- 2.1 Quotations include Value Added Tax but do not include any other customs duties levies or fees payable to government or other statutory bodies and all such duties or fees (if any) will be payable by you in addition to the quoted price.
- 2.2 Although we quote a fixed price we reserve the right to amend it or make additional charges if any of the following have not been taken into account when preparing the quotation:-
  - 2.2.1 If due to any circumstances outside our control the work is not carried out or completed within three months of the quotation date
  - 2.2.2 Our costs increase as a result of currency fluctuations or changes in taxation or freight charges beyond our control
  - 2.2.3 We have to collect or deliver Goods above the first upper floor
  - 2.2.4 We supply any additional services
  - 2.2.5 There are delays outside our reasonable control in which event we will make an additional charge for waiting time calculated in accordance with our standard rates applicable at the time.
  - 2.2.6 Access to the collection or delivery point is inadequate or the approach is unsuitable for our vehicles.
  - 2.2.7 Any parking or other fees or charges that we have to incur and pay in order to carry out the services you require. In all these circumstances you will be responsible for the extra charges
- 2.3 The Insurance Option will only apply if it is stated on the Quotation. A summary of the insurance cover maintained by us and any main exclusions from the cover is either enclosed with these conditions or is available on request.
- 2.4 Our quotation is not a guarantee that we have vehicles available on the day you require. Accordingly your signed acceptance of our quotation does not constitute a contract between us until you have our written confirmation that we can move your Goods on your required date. We will send our written confirmation within one working day of our receipt of your acceptance of our quotation.

### 3. Work excluded from our quotations

- Unless previously agreed in writing we will not:-
- 3.1 Dismantle or assemble unit-furniture (flat-pack), fittings or fittings
  - 3.2 Disconnect or reconnect appliances, fittings or equipment.
  - 3.3 Remove or lay fitted floor coverings.
  - 3.4 Take down or re-hang curtains, blinds or other window coverings.
  - 3.5 Move night storage heaters unless they are dismantled.
  - 3.6 Move or store any items excluded under Clause 4.
  - 3.7 Move any item or items which our removal crew reasonably believe they cannot move safely or the removal of which may damage the item or items in question or its or their surroundings

### 4. Excluded Property

- The following items are specifically excluded from this contract and will not be removed:-
- 4.1 Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, or goods or collections of a similar kind.
  - 4.2 Potentially dangerous, damaging or explosive items.
  - 4.3 Goods likely to encourage vermin or other pests or to cause infection.
  - 4.4 Refrigerated or frozen food or drink.
  - 4.5 Any animals and their cages or tanks including pets, birds or fish.
  - 4.6 Cars, boats and caravans.
  - 4.7 Furs, perfumery, wines, spirits, tobacco, cigars, cigarettes, foodstuffs, perishable goods or any kind of explosives.
- Such goods will not be removed by us except without prior written agreement. If you submit such goods without our knowledge and prior written agreement we will not be liable for any loss or damage except when death or injury is caused by our negligence or that of our employees or agents and you will indemnify us against any charges, expenses, damages or penalties claimed against us by third parties. In addition we shall be entitled to dispose of (without notice) any such goods which are listed under paragraphs 4.2, 4.3, 4.4, 4.5, 4.6, & 4.7.

### 5. Customer's responsibility

- It is your sole responsibility to:-
- 5.1 Declare to us the proper value of the Goods.
  - 5.2 Obtain at your expense all documents necessary for the removal to be completed.
  - 5.3 Be present yourself or appoint a representative at the departure and destination points to ensure that nothing is removed or left in error or is left in the wrong room.
  - 5.4 Prepare adequately and stabilise all appliances prior to their removal.  
Other than by reason of our negligence we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.
6. **Ownership of the goods**  
By entering into this contract you confirm to us that:-
- 6.1 The Goods are your own property; or
  - 6.2 You have the authority of the owner of the property to make this contract in respect of the Goods. You will be responsible to pay for any claim for damages and/or costs against either of the above if this proves to be untrue.

### 7. Postponements/Cancellations

- 7.1 If you postpone or cancel this contract we may charge according to how much notice you provide prior to the agreed removal date:-

Between 4-7 days:	50% of the total removal charges
3 days:	75% of the total removal charges
1-2 days:	90% of the total removal charges

Less than 24 hours: 100% of the total removal charges
- 7.2 Condition 7.1 will not apply if you elect to take any removal postponement/cancellation protection waiver for which we have quoted.

### 8. Payment of Removal Charges

- Unless you have our written agreement to the contrary you must pay our charges so we have cleared funds in advance of the removal. Unless we agree otherwise, you may not withhold any part of the agreed price. Interest at 2% per month calculated on a daily basis, is charged on all overdue accounts.
- We reserve the right to terminate this contract if payment is not received before the removal date, and not to carry out any services quoted for. Failure to comply with our payment terms will also mean that we will not insure our liability for the goods.

### 9. Our liability for loss or damage

- 9.1 In the event that we lose or damage your goods, if we are liable, we will pay you up to a maximum of £50.00 sterling for each item which is lost or damaged, to cover the cost of repairing or replacing that item. In this respect an item is defined as any one article, suite, pair, set, complete case, package, carton or other container.
- 9.2 We may choose to repair or replace the damaged or lost item. However if we choose to repair the item we will not be liable for any depreciation in value.
- 9.3 Other than because of our negligence, we will not be liable for any loss, damage or failure to deliver the goods if it is caused by any of the following circumstances:
  - 9.3.1 Fire howsoever caused.
  - 9.3.2 War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside our reasonable control.
  - 9.3.3 Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.
  - 9.3.4 Cleaning, repairing or restoring unless we did the work.
  - 9.3.5 Moth or vermin or similar infestation.
  - 9.3.6 Electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.
- 9.4 Additionally we will not be liable for any loss of or damage to:
  - 9.4.1 any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by us.

- 9.4.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a similar kind, unless you have previously given us full information including

value, and we have confirmed in writing that we will accept responsibility in accordance with 9.1 above

- 9.4.3 Goods which have a relevant proven defect or are inherently defective.
- 9.4.4 Animals and their cages or tanks including pets, birds or fish.
- 9.4.5 Plants.
- 9.4.6 Refrigerated or frozen food or drink.
- 9.5 Other than because of our negligence, we will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage, or failure to deliver the goods.

### Insurance Option

- 9A This Condition applies only if you have accepted the Insurance Option. In that event, the following provisions of this Condition 9A shall apply.
  - 9A.1 We shall take out and maintain a contract of insurance in accordance with the summary of terms provided to you providing cover to us for the Goods and for the purposes of such insurance cover, the replacement value of the Goods shall be the value of the Goods stated in the Quotation.
  - 9A.2 If loss or damage occurs to the Goods as a result of any matter which may result in a claim under such insurance cover, we shall notify the insurer promptly of the claim and in any event within 2 business days of receipt from you of a written direction to notify a claim in the form attached to the summary of terms. For the purposes of processing any such claim You shall provide us, the insurer or any agent of the insurer appointed to investigate such claim with such information and assistance as may reasonably be required in relation to the claim. We will also provide to you, or the insurer, or any agent of the insurer appointed to investigate the claim, with such information and assistance in relation to the claim as may reasonably be required. In addition, we will send to you a copy of all correspondence with the insurer or any agent of the insurer relating to the claim (including the notification). While we will, in accordance with the previous provisions of this paragraph, notify claims to the insurer, we are not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim (unless specifically agreed with you in writing).
  - 9A.3 In the event that we make a claim under such insurance cover in respect of damage or loss caused to the Goods, we shall pay or arrange for payment to You that part of any proceeds of such claim made by us which relates to such damage or loss to the Goods after deduction of any outstanding sums due to us from you. For the avoidance of doubt, You acknowledge that our liability in respect of any claim under such insurance cover is restricted to the payment to You of those sums which we recover which relate to the Goods.
  - 9A.4 We do not give any advice concerning the insurance cover referred to in Condition 9A.1 and it is for you to make your own judgement whether such insurance is appropriate to cover the Goods and risks to them.
  - 9A.5 Nothing in this Condition 9A shall make us Your agent.

### 10. Delays in transit

- 10.1 Unless we give a specifically agreed written timescale then arrival and departure times are an estimate only.
- 10.2 If we do not keep to an agreed written time scale schedule and any delay is within our reasonable control we will pay your reasonable expenses which arise as a result of our not keeping to the agreed written time schedule. If through no fault of ours we are unable to deliver your goods, we will take them into store. This contract will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

### 11. Damage to premises

11. We shall only be liable for damage to premises caused by our negligence. Any damages to premises must be noted on the delivery receipt and confirmed in writing to us within seven days unless you request a reasonable extension which we agree in writing.

### 12. Time limits for claims

12. We will not be liable for any loss or damage to any goods unless any claim for loss or damage is notified to us in writing WITHIN SEVEN DAYS (this is a requirement of insurers) of either their collection by you or delivery by us to their destination, unless you request a reasonable extension which we agree in writing.

### 13. Our rights to withhold or dispose of goods

13. We have a legal right to withhold or (subject to complying with the notice procedure in condition 16.6) ultimately dispose of some or all of the goods until you have paid all our charges and other payments due under this contract. These include any charges that we have paid out on your behalf. While we hold the goods and wait for payment you will be liable to pay all storage charges and other costs incurred as a result of our withholding your goods and these terms and conditions will continue to apply.

### 14. Disputes

- 14.1 If there is a dispute arising from this agreement which cannot be resolved either you or we may refer it to the Conciliation Service provided by The National Guild of Removers and Storers ("the Guild"). A referral of any matter to the Guild by us does not affect your right to pursue the matter through the Court.

- 14.2 As a member of the National Guild of Removers and Storers we participate in the Removals Industry Ombudsman Scheme ("the Scheme"). In the event that you are not satisfied with the result of the Conciliation Service referred to above you are entitled to refer the matter to the Ombudsman subject always to the rules of the Scheme from time to time.

### 15. Sub-contracting the work

- 15.1 We reserve the right to sub-contract some or all of the work for which we have provided a quotation without reference to you.
- 15.2 If we sub-contract these conditions will still apply in full.

### 16. Storage services

- The following terms in addition to all other terms set out in this document will apply to all contracts for the storage of goods:-
- 16.1 If you require storage facilities you are obliged to provide a forwarding address and notify us in writing if it changes. All correspondence and notices will be deemed to have been received by you seven days after posting it to the last forwarding address recorded by us.
  - 16.2 The manner in which goods are transported and whether we use conventional or containerised storage shall be within our sole discretion unless otherwise confirmed in writing.
  - 16.3 Where we provide an inventory of goods stored on your behalf it will be accepted as accurate unless you provide us with written notice of any errors or omissions within 14 days of our posting the inventory to you.
  - 16.4 All charges for storage services are payable in advance. All our charges including removal charges must be paid in full in cleared funds before any goods are released from storage and we shall be entitled to exercise a lien over those goods until we receive payment of all charges due from you to us.
  - 16.5 We review our storage charges periodically. You will be given 28 days' notice in writing of any increases following which our revised rates as notified will apply. We will always act reasonably in reviewing our storage charges.
  - 16.6 On giving you 28 days' notice we are entitled to require you to remove your goods from our custody and pay all money due to us. Any such notice will tell you that we will dispose of your goods three months thereafter if you fail to pay all outstanding sums due to us and, in that event, we will do so without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest.
  - 16.7 If your payments are up to date we will not end this contract except by giving you three calendar months' notice in writing. If you wish to terminate your storage contract you should give at least 14 days' notice. Whilst we will use reasonable endeavours to arrange the release of your goods on the dates you require, specific dates cannot be guaranteed.
  - 16.8 If you choose someone else to collect your goods from our storage facilities we are entitled to make a charge for handing them over. Our responsibility for such goods will cease upon their being handed over to your chosen representative.

### 17. Whole agreement

17. These Terms and Conditions together with our quotation are intended to form the whole agreement between us and to prevail over any verbal discussions. Should we mutually agree to any variation of these terms such variation should be confirmed in writing. Any variation however agreed shall never invalidate the remainder of these Terms and Conditions.

### 18. Jurisdiction

18. This contract is subject to the laws of England and Wales if our principal place of business is situated in England or Wales, or to the laws of Scotland if our principal place of business is situated in Scotland.