

# REMOVALS TERMS & CONDITIONS

These terms & conditions are designed to ensure there is no confusion about what our service includes and excludes and to ensure safe transit of your goods. If you are unclear about any element, please contact us for clarification.

Our contact number is 0845 009 4219

These terms & conditions may be changed with the agreement of both the customer and The Shifters Ltd. Please notify us if you wish to make any changes at the time of booking but before submitting your deposit. By confirming a booking with The Shifters Ltd. you are agreeing to the following terms and conditions.

Where we use the words 'You' or 'Your' it means the customer. 'We', 'Us' or 'Our' means The Shifters Ltd.

## 1. The Quote

Unless otherwise stated the quote is a fixed price and does not include insurance, materials, storage, customs duties and inspections or any other fees whatsoever. In the event of a quote being given as an hourly rate, fees are charged starting arrival at the collection address and ending when we complete unloading. We may either increase or decrease the price if any of the following have not been taken into account when preparing our quotation and confirmed by us in writing.

- a) You do not accept the quote, in writing, within 28 days with a date in place for the removal, confirmed by us in writing.
  - b) The removal is not carried out or completed within three months due to your delay.
  - c) Our costs change because of currency fluctuations or changes in taxation or freight and carrier charges beyond our control.
  - d) We have to collect or deliver goods to floors higher than those agreed, in writing, at the time of booking.
  - e) Additional services, including moving or storing extra goods, are supplied by us (these conditions will also apply to these services).
  - f) Inadequate access preventing free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive prevents our vehicles and/or containers to load and/or unload within 20 metres of the doorway, meaning that we have to do extra work.
  - g) Any parking fees, fines (unless unreasonably incurred) or other charges that we have to pay in order to carry out services on your behalf.
  - h) There is delay in accessing the delivery property meaning we cannot start unloading your goods until after 5.00pm on the scheduled day of your move unless agreed in writing.
  - i) Events outside our reasonable control cause delays.
  - j) We agree in writing to increase our limit of liability as set out in clause 8.
- In all the above circumstances, you will pay a charge adjusted accordingly.

## 2. Work excluded from the quote

Unless agreed by us in writing and charged appropriately we will not:

- a) Dismantle or assemble any flat-pack furniture or fittings.
- b) Disconnect or reconnect appliances, fixtures, fittings or electrical equipment.
- c) Take up or lay fitted floor coverings.
- d) Move storage heaters (unless previously dismantled).
- e) Move items from a loft (unless well illuminated with safe access via a staircase).
- f) Move plants unless agreed in advance.
- g) Move or store any items excluded under clause 4.

## 3. Your responsibility

It will be your own responsibility (and, where relevant, expense) to:

- a) Declare to us valuations of all goods being removed and/or stored.
  - b) Insure the goods submitted for removal and/or storage against all insurable risks.
  - c) Obtain all paperwork (licences, permits, etc.) necessary for the removal to be completed.
  - d) To be present or represented throughout the whole removal.
  - e) Take all reasonable steps to ensure that nothing is left behind or taken away in error.
  - f) Arrange protection for goods left in unattended premises or where other people not bound by these terms and conditions will be present.
  - g) Prepare, pack and stabilise all electric equipment prior to its removal.
  - h) Empty, defrost completely and clean refrigerators and freezers.
- We are not responsible for the contents.
- i) Provide us with a correspondence address.

Other than by reason of our own negligence, we will not be held liable for costs that may arise from any of the above.

## 4. Non-submission of certain goods for removal or storage

The following items are excluded from this contract:

- a) Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind.
- b) Items, which have potential to damage, explode or are dangerous including gas bottles, aerosols, paints, firearms and ammunition.
- c) Prohibited or stolen goods.
- d) Controlled drugs.
- e) Plants or goods which may be likely to encourage vermin, pests or cause infestation.

f) Foodstuffs or liquids.

g) Any pets or animals (including reptiles, fish and birds) whether in cage, tank or animal carrier.

h) Goods, which require government permission or licence for export or import.

Any of the above-listed goods will not be removed by us except with our prior written agreement. If these goods are removed we will not accept liability for loss or damage wholly or mainly attributable to the special nature of the goods concerned.

If such goods are removed without our knowledge and prior written consent 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. Furthermore, we would have the right to dispose of goods which are listed under paragraphs 4(b), 4(c), 4(d), 4 (e) and 4 (f) without notice.

#### 5. The goods

You declare, upon signature of this contract, that:

a) All goods to be removed and / or stored are your own property or,

b) you have been given the authority to make this contract by the person(s) who own or have an interest in the goods and that they have been made aware of these conditions.

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

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

Charges are made if this contract is postponed or cancelled. Charges are as follows:

a) Notice given more than 14 days before the removal was due to start: NIL

b) For notice given less than 14 days before the removal was due to start, we reserve the right to make a charge which covers our costs, typically up to 50% of the removal charge.

#### 7. Paying for the removal

Unless otherwise agreed by us in writing:

a) Payment is required as cash or cheque upon delivery of the goods (including where delivery is to our storage depot).

b). You may not withhold any part of the agreed price, unless we have breached our agreement with you.

c) 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.

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

The limitations of our liability for loss or damage are set out in clause 8 (a) below. It is possible to increase the liability of our own insurance policy to cover your goods, as set out in clause 8(c) below, at an additional charge. Please seek our prior written consent to increase our liability in advance of carrying out the removal and/or storage.

a) If we are liable, we will pay up to a maximum sum of £40.00 sterling for each item, which is lost or damaged, in the event of our losing or damaging your goods.

b) We may repair or replace an item, which is damaged. However, if an item is repaired we will not be held liable for depreciation in value.

c) 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. You may already have insurance cover for your move under your home contents policy so we advise you check with your insurers. If it is your intention to use your home contents policy to cover your goods, please advise us in advance.

For the purposes of clauses 8(a), 8(b) and 8(c), an item is defined as any one article or set of articles.

d) We will not be liable for any loss, damage or failure to produce the goods if caused by any of the following reasons:

i) Fire.

ii) War, hostilities, terrorism, Act of God, industrial action or other such events outside our reasonable control.

iii) Normal wear and tear or deterioration, leakage or evaporation or from unstable or perishable goods.

iv) Infestation by moth, vermin or anything similar.

v) Cleaning, repairing or restoring goods, unless undertaken by ourselves.

vi) Goods not packed by us, including those in wardrobes, drawers, or appliances, or in a package, bundle, case or other container.

vii) Electrical / mechanical faults to any appliance or mechanical instrument, unless there is evidence of external impact.

viii) To jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind, unless we have confirmed in writing that we accept responsibility as in conditions 8(a) or 8 (c) above and you have given us description and value of those articles.

ix) Any goods already proven defective or goods, which are inherently defective.

x) To pets or animals (including reptiles, fish and birds) whether in cage, tank or animal carrier.

xi) To plants.

xii) To re-fridgerated or frozen food or drink.

xiii) The data, files, software or digital contents of any computer or similar device.

e) We will not be liable for any damages or costs occurred as a result of loss, damage or failure to produce the goods, other than by reason of our negligence or a lack of reasonable care and skill on our part. We will in all instances use a reasonable level of care and skill in accordance with the supply of Goods and Services Act, and Consumer rights under that Act are not restricted by these terms.

f) No employee of The Shifters shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions, unless acting outside the scope of their employment."

#### 9. For removals to/from a country outside the United Kingdom

a) We will not accept liability for loss or damage to goods unless it can be proven that we were negligent and the goods were in our actual possession. In such circumstances, we will accept liability as in condition 8 (a) or 8 (c) above. If loss, damage or failure to produce the goods is

caused by those circumstances set out in condition 8 (d) above we will not be held liable.

b) Where we engage a transport operator, airline or shipping company to convey your goods to any point on route to the final destination, we do so on your behalf and subject to the terms and conditions set out by that carrier.

c) Please arrange adequate marine/transit insurance cover in the case that the carrier, for reasons beyond their control, is unable to deliver the goods, or else route them to a place other than the intended destination as you may have limited recourse against the carrier and may be liable for General Average contribution.

d) We do not accept liability for goods, which are removed by Customs Authorities or other Government Agencies.

#### 10. Time limit for making a claim

a) Any loss, damage or failure to produce goods we are delivering must be noted at the time of delivery, wherever reasonable. You agreed to examine the goods within 7 days following delivery or collection and to notify us immediately in writing of any missing or damaged items. You may make a written request for more time for compliance with this clause. Such a request shall not be unreasonably refused provided it is received within 7 days of delivery or collection by us.

b) Notwithstanding clause 8, we will not be liable for any loss of or damage to the goods unless you notify us 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 days of collection or delivery of the goods by us.

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

d) You may make a written request to extend your time for compliance with clause 10 (b). Such a request shall not be unreasonably refused provided it is received within seven days of collection or delivery of the goods by us.

#### 11. Delays in transit

a) We are not liable for delays in transit other than by reason of our own negligence or a lack of reasonable care and skill on our part.

b) If we are unable to deliver the goods through no fault of our own, we will endeavour to contact you and make other arrangements. It may be necessary for us to take the goods into storage. Our contract will be fulfilled once goods are taken into storage and the reasonable costs of storage and further delivery, etc will be the customer's responsibility.

#### 12. Damage to property other than the goods

a) For property other than those goods submitted for removal and / or storage we will only be liable for damage where it can be proven that we have been negligent or acted without reasonable care and skill.

b) If it is the case that we advise against moving certain goods as it will inevitably cause damage but you give us your express instruction to move said goods and damage is caused, we shall not accept that we were negligent or acted without reasonable care and skill.

c) For property other than those goods submitted for removal and / or storage, where we are responsible for causing damage, you must note this on the worksheet or delivery receipt wherever reasonable to do so. This is essential to the contract.

#### 13. Holding the goods

Until all charges, including charges we have paid out on your behalf, or payments due under this or any other contract have been met, we shall have the right to withhold and/or ultimately dispose of some or all of the goods where reasonable and proportionate to do so. You will further be liable to pay all storage charges and other costs incurred by our withholding your goods until we receive payment. These terms and conditions shall continue to apply. The additional charges referred to in this term shall apply in the event of a dispute regarding breach of contract on our part.

#### 14. Sub-contracting the work

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

b) In the event that we sub-contract, these terms and conditions will still apply.

#### 15. Route and method

a) We have the right to choose the route for delivery.

b) 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 customer's goods.

#### 16. Advice and information

Advice and information in whatever form it may be given is provided by the company for the customer only.

#### 17. Applicable law

This contract is subject to the Law and Jurisdiction of England.