# Terms And Conditions For MSS Removals

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 is inclusive of 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. 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 extra goods;

2.2.7 we are unable to obtain access to the delivery or collection point or such accesses 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 contracts then concluded will be on these Terms and Conditions.

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 units or furniture (including flat pack items);

3.1.2 disconnecting, reconnecting, dismantling or reassembling any appliances, fixtures, fittings or equipment;

3.1.3 taking up or removal of fitted floor coverings;

3.1.4 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;

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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.

4.2 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.

6. **Excluded Goods**

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, stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, aerosols, paints and firearms and ammunition;

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 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 animals, birds or fish;

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. **Postponements and Cancellations**

7.1 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:-

7.1.1 more than 7 working days prior to the removal – no charge;

7.1.2 between 3 and 7 working days inclusive before the removal was due to start – not more than 50% of the removal charge;

7.1.3 less than 3 working days before the removal was due to start – the full amount.

**7.2** For this purpose 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 and not process any claims.

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

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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 is limited to the value declared to us under Clause 4.1.1. or £25,000 whichever is the least. If no such value is declared, or if you so elect, for the maximum amount of £50 per item. 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. **Excluded Risks**

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.

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. This policy shall also exclude 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 except whilst secured in a locked safe or strong room.

10.1.6 Loss or damage caused by wear and tear, gradual deterioration, warping or shrinkage, moth and/or vermin 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 Any consequential loss.

10.1.8 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.

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

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

10.1.11 Mysterious disappearance of customers goods in transit or in store unless evidence can be provided to prove beyond all reasonable doubt that the loss is solely attributable to the dishonesty or connivance of our employees.

10.2 None of our employees will incur any separate liability to you.

10.3 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.

10.4 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.

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**10.5** 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 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.

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 three months 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.

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 three months 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.