

# FairCity Removals Ltd

## Terms & Conditions

### Introduction

These conditions set out the rights and obligations of the Remover ( we-us-our ) and the customer ( you-your ). These Terms & Conditions can only be changed with the prior written agreement of both the remover and the customer. We can provide liability cover for your goods See 9.00 for details of our liability. We advise you to consider whether you need separate insurance cover.

### Quotation

1. Our quotation is an all inclusive price but unless stated does not include customs duties ,inspections or any other fees or taxes payable to any statutory body. Any such duties or fees due will be payable by you in addition to the price stated in the quotation.
2. We reserve the right to amend the price stated in the quotation to take account of change of circumstances which were not taken into account when preparing our quotation and are confirmed to us in writing.  
Such factors may include the following:-
  - 2.1 Where the work is not carried out within 3 months of the date stated in the quotation
  - 2.2 Increased costs resulting from currency fluctuations or changes in taxation, freight charges or increased road fuel prices.
  - 2.3 We have to collect and/or deliver goods at your request above the ground and first floor and were not made aware of this at time of quotation.
  - 2.4 We supply additional services.
  - 2.5 The work is carried out outside normal hours ( 8.00 am to 6.00 pm ) at your request after quotation is given. If however starting time is close to 8.00 am and no alterations are made from original quotation then a finishing time of after 8.00 pm will not incur extra charges.
  - 2.6 We are requested to provide additional services not included in the quotation, including the moving or storage of extra goods.
  - 2.7 We are unable to access the collection or delivery point or such access is inadequate or inappropriate for our porters or vehicles. If access is not possible then we may offer the alternative for you to hire at your own expense a smaller vehicle. We will then tranship the load piece-meal and will charge for the extra time needed on a pro-rata basis. If our driver is required to drive the hired vehicle then all insurance cover for vehicle and goods carried must be organised by yourselves.
  - 2.8 We have to pay parking or parking penalty charges.
  - 2.9 There are delays or events outside our control which increase the cost or resources required to complete the work.
  - 2.10 Our quotation does not form a contract and accordingly there is no contract between us until you have returned the ' Acceptance Form ' signed and dated and we have confirmed receipt of such form. The contract will then be on these Terms and Conditions.

### Additional Work

3. Unless otherwise agreed in writing the following is not included within the quotation.
  - 3.1 Dismantling or assembling of units of furniture including flat pack.
  - 3.2 Disconnecting, reconnecting ,dismantling or reassembling any appliances, fixtures, fitting or equipment.
  - 3.3 Taking up or removal of fitted floor coverings.
  - 3.4 The movement of any item or items which our staff reasonably believe they cannot move safely, wether due to its nature or position.
  - 3.5 You are recommended to make arrangements for any such work to be provided for separately.
  - 3.6 If you have requested and paid for a dismantling and / or re-assembling service it is on the express understanding that as we are dealing with previously erected

goods, whilst all care will be taken, we will not be liable for any damage howsoever caused.

#### **Your Responsibilities**

4. You must
  - 4.1 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 )
  - 4.2 Obtain at your own expense all permissions, consents, licences, permits or customs documents required for the removal of the goods.
  - 4.3 Be present either personally or through an authorised representative during the collection and delivery process.
  - 4.4 Prepare and stabilise all appliances prior to their removal.
  - 4.5 Take reasonable precautions to prevent the unauthorised removal of goods not belonging to you and to check to ensure that all your goods are duly removed.
  - 4.6 Provide proper protection for goods left unattended or in unoccupied premises.
  - 4.7 Empty, defrost and clean refrigerators and freezing equipment.
  - 4.8 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.
  - 4.9 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.

#### **Ownership of Goods**

5. 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 and storage of the goods thereof.

- 5.1 You undertake to indemnify us for any claims and keep us indemnified against any claims resulting from any breach by you of clause 5.

#### **Excluded Goods**

6. Unless previously agreed by us in writing by a director, the following items are excluded from this contract and will not be removed.
  - 6.1 Prohibited and/or stolen goods, drugs, pornographic material, potentially dangerous or explosive items. Aerosols, paints and firearms and/or ammunition.
  - 6.2 Jewellery, watches, trinkets, precious stones or metals, money deeds, securities, Stamps, coins or collections of any similar kind.
  - 6.3 Any goods likely to encourage vermin or other pests or to cause infestation or Contamination.
  - 6.4 Perishable items and/or those requiring a controlled environment or refrigerated or Frozen food or drink.
  - 6.5 Animals, birds or fish.
  - 6.6 Goods requiring any licence or government consent for export or import or any Movement contemplated within the removal.
  - 6.7 If we do agree to remove any such goods we will not accept ant 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 the relation to the disposal of any such goods. You must indemnify us against any additional charges, expenses, damages, cost or claims incurred by us as a result.

#### **Postponement and Cancellation**

7. If this agreement is postponed or cancelled we may charge you depending on the amount of notice given. Our charges are as follows:-

- 7.1 More than 7 days prior to the move – no charge
- 7.2 Between 3 and 7 working days inclusive before the removal was booked to start – not more than 50% of the removal charge.
- 7.3 Less than 3 days before the removal was due to start – the full amount.
- 7.4 For this purpose working days include Monday to Friday other than public holidays.
- 7.5 If cancellation is with more than 7 days notice and a deposit has been paid, and/or boxes delivered , then we will make a nominal charge to cover the cost of delivery/collection/ cancellation.

**Payment**

- 8. You must pay our charges so that we have cleared funds in advance of the removal.
  - 8.1 We will accept cash on the day of the removal only if agreed prior and stated on the ' Acceptance Form ' . This has to be paid on the day prior to loading.
  - 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.

**Our Liability for Loss or Damage**

- 9. 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 or £50

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

- 9.1 We are not liable on a ' new for old ' basis for any lost or damaged goods.

9.2 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 that is likely to cause damage.

- 9.3 You must notify us as soon as reasonably possible of any damage to premises and to goods for removal.

9.4 We may offer at an extra charge an increased cover as ' extended warranty ' . This must be agreed prior to the move and will cover as standard goods to the value of £30,000. An excess of £50 will apply to any claims with this warranty. With this Cover a valuation must be given by yourself prior to the move on the ' acceptance

form ' . we recommend this option as giving you the most comprehensive cover.

- 9.5 We shall not be liable for damage to flat pack units that we are Asked to move in their completed state.

9.6 We shall not be liable for scuffs or other removal marks to soft furnishings and/or mattresses that are not protected or that we have not been requested to supply and fit such coverings and protection to.

**Excluded Risks**

- 10. We are not liable for the following
  - 10.1 Loss or damage to cars or other motor vehicles unless carried in an enclosed vehicle or trailer specially constructed for the purpose.
  - 10.2 Electrical 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.
  - 10.3 Breakage, scratching, denting, chipping, staining and tearing of items packed by you including trunks, suitcases and the like unless reasonably attributed 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 prior to commencement of transit and such a list be approved by us.

We will not be held responsible for damage to customer packed boxes unless correctly taped with parcel tape top and bottom of each box and expressly excluding non-taped boxes that are cross folded.

- 10.4 Loss or damage which occurs prior to collection or packing by us or after delivery or unpacking by us.
- 10.5 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.
- 10.6 Loss or damage caused by wear and tear, gradual deterioration, warping or shrinkage, moth or vermin unless it can be reasonably demonstrated that such loss or damage arose as a result of our actions or failings.
- 10.7 Any consequential loss.
- 10.8 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 and other pests to cause infection.
- 10.9 Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items including gas bottles, aerosols, paints, firearms and/or ammunition.
- 10.10 Animals and their cages or tanks including pets, birds or fish.
- 10.11 Disappearance of goods in transit unless evidence can be provided to prove beyond reasonable doubt that the loss is solely attributable to dishonesty of our employees.
- 10.12 None of our employees will incur liability to you.
- 10.13 If the value of your goods in store or in transit 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.
- 10.14 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.
- 10.15 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 proportionate part of the declared value of the pair or set.

#### **Delays in Transit**

11. Unless specifically agreed all arrival and departure times are estimates only.
- 11.1 If a specific timetable is agreed in writing between us and any delay within our reasonable control occurs we will pay for your reasonable expenses resulting from our failure to keep to the written timetable. If through no fault of our own we are unable to deliver your goods and take them into storage then any additional storage and delivery costs incurred will be at your expense.

#### **Time Limit For Making a Claim**

12. 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.

#### **Withholding or Disposal of Goods**

13. We have the right to withhold and/or ultimately dispose of some or all of the goods until  
you have paid our charges and any other payments due under this or any other agreement between us. This specifically applies to potential claims for loss or damage that are reported before the move is completed.

**Sub-Contracting**

14. 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.

**Storage Charges**

15. We may change our storage charges for which we will give 3 months written notice.

**Applicable Law**

16. These terms and Conditions are subject to the law of Scotland, England and Wales.

**BUDGET MOVE**

17. Our budget move is an agreement, that we will provide a vehicle and in most cases two men to pack the van and unpack the van. You the customer are responsible for providing at least 2/3 people to assist you in bringing the items from your property to the van. And again taking all items from the van into your new home. We will also assist with the larger and more awkward items. If we arrive and there is not at least 2/3 people to assist you, we will either cancel the job or offer to assist at a much higher cost to yourself. This service works well ONLY if you have managed to persuade your family and friends to assist you, and very much helps keep your costs DOWN

**Whole Agreement**

18. 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.

**Termination**

19. We may terminate this contract on 3 months notice in writing. If you wish to terminate this agreement whilst 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.