

Ace Removals

Terms and Conditions

These conditions set out the terms of the contract ("Agreement") between Ace Removals ("we", "us" and "our") and the Customer ("you" and "your") and explain your and our rights and obligations and responsibilities.

Your attention is drawn to Clauses 8, 9, 10, and 11 which limit our liability to you for loss and damage to your goods and premises. Please read these clauses carefully. We recommend you arrange insurance to cover your goods or premises.

1 Our quotation.

1.1 Our quotation, unless otherwise stated, does not include insurance, cancellation/postponement waivers, customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies.

1.2 We charge hourly for our services and base all our quotations on the information we receive from you. Our quotation is valid for twenty-eight days from the date of issue. Unless already expressly included in our quotation, additional reasonable additional charges will apply in the following circumstances:

1.2.1 You do not accept our quotation in writing within 28 days, or the work is not carried out or completed within three months.

1.2.2 Our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges beyond our control.

1.2.3 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00-18.00hrs) at your request.

1.2.4 We have to collect or deliver goods at your request above the ground floor and first upper floor.

1.2.5 Where goods have not been organised in the manner agreed between us in advance will incur an additional charge of £100.

1.2.6 We supply any additional services, including packing, moving or storing extra goods (this Agreement applies to such work). Any unplanned boxes that are required to be packed by us on the day will incur an additional charge of £5 per box.

1.2.7 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 meters of the doorway.

1.2.8 We have to pay parking, low emission zone charges or other fees or charges in order to carry out services on your behalf.

1.2.9 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work. This includes extra labour or vans needed due to incorrect information in the booking in process.

2 Work not included in the estimation

2.1 Unless agreed by us in writing, we will not:

2.1.1 Dismantle or assemble unit or system furniture (flat-pack), fitments or fittings.

2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.

2.1.3 Take up or lay fitted floor coverings.

2.1.4 Move items from a loft, unless properly lit and floored and safe access is provided.

2.1.5 Move any items excluded under Clause 4.

2.1.6 Dismantle or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move paving slabs, planters and the like.

2.2 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.

2.3 To the extent that we agree to carry out any such work set out in Clause 2.1, this will be carried out at your sole risk and expense. Additionally, any removal of fragile natural materials such as ceramic, stone, marble, granite and wood will be at your sole risk and expense.

3 Your responsibility

3.1 It will be your sole responsibility to:

3.1.1 Declare to us, in writing, the value of the goods being removed. If it is subsequently established that the value of the goods removed is greater than the actual value you declare, you agree that our liability under Clause 8.1 and 8.2 will be reduced to reflect the proportion that your declared value bears to their actual value.

3.1.2 Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks as our liability is limited under Clauses 8.1 and 8.2.

3.1.3 Obtain at your own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.

3.1.4 Arrange for access, including on street parking, within 20 meters of the doorway and pay for any parking or meter suspension charges incurred by us in carrying out the work, including (where applicable) obtaining low emission zone permits in advance for the day of the removal (or where we agree to obtain such permit, this will be reimbursed by you). We will add the cost of any parking tickets or low emission zone fines related to your removal to

your invoice for reimbursement. If agreed parking access is not available on the day of the removal, a surcharge of £50 will be added to your invoice.

3.1.5 Be present or represented during the collection and delivery of the removal.

3.1.6 Ensure authorised signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of goods.

3.1.7 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.

3.1.8 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.

3.1.9 Prepare adequately and stabilise all appliances or electronic equipment prior to their removal transit. In particular, you must box and properly protect televisions.

3.1.10 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.

3.1.11 Ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them.

3.1.12 Provide us with a contact address for correspondence during removal transit.

3.1.13 Arrange appropriate transport, storage or disposal of goods listed in Clause 4.

3.1.14 Ensure that any goods that we have quoted for removal for a clearance sale are materially similar on the day of removal. To the extent that such clearance goods are not materially similar, we reserve the right to terminate the removal and retain any pre-payment.

3.2 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

4 Goods not to be submitted for removal

4.1 Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for removal and will under no circumstances be moved by us. The items listed under (4.1.1) below may present risks to health and safety and of fire.

Items listed under (4.1.2) to (4.1.6) below carry other risks and you should make your own arrangements for their transport and storage.

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

4.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.

4.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

4.1.4 Perishable items and/or those requiring a controlled environment.

4.1.5 Any animals, birds or fish.

4.1.6 Goods which require special licence or government permission for export or import.

4.2 If we do agree to remove such goods, we will not accept liability for loss or damage unless we are negligent or in breach of contract, in which case this Agreement will apply. If you submit such goods without our knowledge, we will make them available for your collection and if you do not collect them within a reasonable time, we may apply for a court order to dispose of any such goods found in the consignment. You agree to pay us any charges, expenses, damages, legal costs or penalties reasonably incurred by us in disposing of the goods.

5 Ownership of the goods

5.1 By entering into this Agreement, you guarantee that:

5.1.1 The goods to be removed are your own property, or

5.1.2 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 this Agreement.

5.1.3 You will pay us for any claim for damages and/or costs brought against us if either warranty (5.1.1) or (5.1.2) is not true.

5.1.4 If you wish to transfer responsibility of this Agreement to a third party you will advise us in writing giving us their full name and address. We will issue a new agreement to them. Our Agreement with you will remain in force until we have received a signed agreement from the third party.

5.1.5 If at any time following the implementation of this Agreement to its termination another person has or obtains an interest in the goods you will advise us of their name and address in writing immediately.

6 Charges if you postpone or cancel the removal

6.1 If you postpone or cancel this Agreement, we will charge you according to how much notice is given. Working days refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.

6.1.1 More than 10 working days before the removal was due to start: No charge.

6.1.2 Between 5 and 10 working days inclusive before the removal was due to start: not more than 30% of the estimated removal charge.

6.1.3 Less than 5 working days before the removal was due to start: not more than 60% of the estimated removal charge.

7 Payment: Unless otherwise agreed by us in writing:

7.1 Unless otherwise agreed by us in writing, payment is required in full by cleared funds in advance of the removal. Where we agree to receive payment in arrears, we require payment within 7 days of your removal. Payment must be made on time, in full, and without any deduction, set off or counterclaim.

7.2 If we instruct a debt collection agency to collect any debt from you, you agree to pay an additional administration charge of £25 plus VAT in respect of our additional administration charges and also to reimburse us for any fees charged to us by the agency. You agree to pay an additional administration charge of £25 plus VAT in respect of each additional administrative step we take arising out of your failure to pay money when due, e.g. for each correspondence requesting payment or where a cheque must be represented.

7.3 You may not withhold any part of the agreed price. Cheques that come back as stopped will add an admin fee of £50 to the total bill.

7.4 In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 10% per annum above the prevailing base rate for the time being of the Bank of England.

8 Our liability for loss or damage

8.1 We do not know the value of your goods therefore we limit our liability to a fixed limit per item. Unless otherwise agreed in writing if we are negligent or in breach of contract, we will pay you up to £40 for each item which is lost or damaged as a direct result of any negligence or breach of contract on our part. Any claim for damage to a television must be accompanied by video evidence that the television was functioning properly no more than two days prior to the date of the removal.

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

8.2.1 We will only accept liability for loss or damage:

(a) arising from our negligence or breach of contract whilst the goods are in our physical possession, or

(b) whilst the goods are in the possession of others if the loss or damage is established to have been caused by our failure to pack the goods to a reasonable standard where we have been contracted to pack the goods that are subject to the claim,

8.2.2 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.

8.2.3 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.

8.2.4 We do not accept liability for goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract.

8.3 For the purposes of this Agreement an item is defined as:

8.3.1 The entire contents of a box, parcel, package, carton, or similar container; and

8.3.2 Any other object or thing that is moved or handled by us.

9 Damage to premises or property other than goods

9.1 Because third party contractors are frequently present at the time of collection or delivery our liability for loss or damage is limited as follows:

9.1.1 If we cause loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract, our liability will be limited to making good the damaged area only.

9.1.2 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 is likely to cause damage, we will not be liable.

9.1.3 If we are responsible for causing damage to your premises or to property other than goods submitted for removal, you must note this on the worksheet or delivery receipt as soon as practically possible or within a reasonable time. This is fundamental to the Agreement.

9.1.4 We will take reasonable care to protect your floor during removal, but any dirt or mud damage to flooring and carpets and/or damage to lino or laminate flooring (particularly from moving appliances) is at your sole risk and expense.

9.1.5 We accept no liability for fitting of appliances requiring plumbing in. Where we agree to fit and plumb such appliances, this is at your sole risk and expense.

10 Exclusions of liability

10.1 We will not be liable for loss or damage caused by fire or explosion, unless we have been negligent or in breach of contract. It is your responsibility to insure your goods.

10.2 We will not be liable for delays or failures to provide the services under this Agreement as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, pandemic, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.

10.3 Other than as a result of our negligence or breach of contract we will not be liable for any loss, damage or failure to produce the goods as a result of:

10.3.1 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.

10.3.2 Moth or vermin or similar infestation.

10.3.3 Cleaning, repairing or restoring unless we arranged for the work to be carried out.

10.3.4 Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water.

OR

10.3.5 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by us.

10.3.6 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.

10.3.7 For any goods which have a pre-existing defect or are inherently defective.

10.3.8 For perishable items and/or those requiring a controlled environment.

10.3.9 Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.

10.3.10 For items referred to in Clause 4.

10.4 We exclude all liability in respect of loss or damage relating to your business, if any, including consequential loss, lost profits or business interruption, and all liability in respect of loss or damage caused by Normal Perils, including as a result of negligence by us, our agents and/or employees above the sum of £50.

10.5 Normal Perils in this Clause 10 means loss of or damage caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles.

10.6 No employee of ours will be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.

10.7 We will not be liable for any loss or damage caused by us or our employees or agents in circumstances where:

(a) there is no breach of this Agreement by us or by any of our employees or agents

(b) such loss or damage is not a reasonably foreseeable result of any such breach.

10.8 Neither party will be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control including but not limited to adverse weather conditions. In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations, provided that if the period

of delay or non-performance continues for 4 weeks the party not affected may terminate this Agreement by giving 7 days written notice to the other party.

10.8.1 In the event that the Agreement is terminated under Clause 10.8, and we have part performed any of our obligations under this Agreement, including but not limited to a completed or part-completed packing service, any charges incurred by us at the time of your termination under Clause 10.8 will become chargeable in accordance with our standard rates applicable at the time.

10.8.2 In the event of termination under Clause 10.8, any monies already paid will be refunded save that we reserve the right to set off such sums as are due to us under Clause 10.8.1.

10.8.3 We will not be liable for any costs or charges you incur as a result of the termination of the Agreement under Clause 10.8.

11 Time limit for claims

For goods which we deliver, you must give us detailed notice in writing of any loss and damage within seven days of delivery by us. We may agree to extend this time limit upon receipt of your written request provided such request is received within 7 days of delivery. Consent to such a request will not be unreasonably withheld.

12 Delays in transit

12.1 Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit.

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

12.3 Any transit times quoted by us are estimated and based upon information known to us at the time. Transit times may vary due to a number of factors outside our control including but not limited to changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company and port congestion. We will advise you of any material changes to the transit times as soon as we become aware. We will not be liable for any loss or damage incurred by you as a result of delays in transit time unless directly attributable to our negligence or breach of contract.

13 Our Right to Hold the Goods (lien)

13.1 "Lien" is the legal right of the remover to hold goods until the customer has paid all outstanding charges.

13.2 We will have a right to withhold and ultimately dispose of some or all of the goods if you fail to pay the charges and any other payments due under this or any other Agreement. These include any charges that we have paid out on your behalf.

13.3 While we hold the goods you will be liable to pay all storage charges and other costs (including legal costs) reasonably incurred by us in recovering our charges and applying our right of lien.

13.4 This Agreement will continue to apply.

14 Disputes

If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it to the low-cost independent Alternative Dispute Resolution (ADR) scheme provided by the British Association of Removers (BAR).^{*} Under this scheme, the case will be determined by an accredited independent ADR organisation. Recourse to the independent ADR scheme is subject to certain limits, current details of which are available upon request from BAR, Tel: 01923 699486, Fax: 01923 699481, Email: consumer.affairs@bar.co.uk. ADR does not prejudice your right to commence court proceedings.

^{*}The ADR scheme is available to private clients only. This Scheme does not apply to commercial clients.

15 Our right to sub-contract the work

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

15.2 If we sub-contract, then this Agreement will still apply.

16 Route and method

16.1 We have the right to choose the method and route by which to carry out the work.

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

17 Advice and information for International Removals

We will use our reasonable endeavours to provide you with up to date information to assist you with the import/export of your goods. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is your responsibility to seek appropriate advice to verify the accuracy of any information provided.

18 Whole agreement

This Agreement 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 this Agreement.

19 Applicable law and jurisdiction

This Agreement is subject to the laws of England and Wales and any dispute between us will be governed by the non-exclusive law and jurisdiction of the English Courts. If you currently

reside or are moving to a place outside the jurisdiction of the Courts of the United Kingdom, alternative laws or jurisdiction of local courts may apply subject to our written agreement prior to the work or services commencing.

20 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 10 days of the date of our sending, or within a reasonable period agreed between us, notifying us of any errors or omissions.

21 Termination and survival

This Agreement will terminate on the date that all services have been provided in full, except for Clauses 8 to 14, 19 and 21, which will survive termination.