

A & N Removals Terms and Conditions

These conditions explain the rights, obligations and responsibilities of all parties to this Agreement. Where we use the word "You" or "Your" it means the Customer." We", "Us" or "Our" means the remover (A & N Removals). These terms and conditions can be varied or amended subject to prior written agreement. **In Clauses 8,9,10 and 11 we limit or exclude our liability for loss and damage. We recommend you arrange insurance to cover your goods or premises. We are able to arrange insurance for your benefit upon written request. This insurance will be separate from this contract and subject to the terms and conditions of the policy.**

1. Our Quotation

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

1.2 Our quotation is valid for twenty-eight days from the date of issue. Unless already included in our quotation reasonable additional charges will apply in the following circumstances:

1.2.1 If the work does not commence within twenty-eight days of acceptance.

1.2.2 The work is carried out on a weekend, or Public Holiday or outside normal hours (0800-1800hrs) at your request.

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

1.2.4 We agree in writing to increase our limit of liability set out in clause 8.1 prior to the work commencing.

1.3 You agree to pay any reasonable charges arising from the above circumstances.

2. Work not included in our quotation

2.1 Unless agreed in writing, we will not:

2.1.1 Dismantle or assemble furniture of any kind

2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures and fittings or equipment of any kind

2.1.3 Take up or lay fitted floor coverings.

2.1.4 Move items from a loft unless properly lit with solid flooring and safe access.

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

2.2 Our staff are not authorised or qualified to carry out such work. We recommend that a properly qualified person carries out these services for you

3. Your responsibility

3.1 **It will be your responsibility to:**

3.1.1 Arrange adequate insurance cover for the goods for removal/transit against all insurance risks as our liability is limited under clauses 8.1 and 8.2

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

3.1.3 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.

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

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

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 the following items must not be submitted for the removal.

4.1.1 Potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms etc.

4.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, mobile telephones, portable media devices and computing devices, stamps, coins or goods or collections of any similar kind.

4.1.3 Under no circumstances will prohibited or stolen goods, drugs, or pornographic material be moved by us.

4.1.4 Any animals, birds, fish, reptiles or plants.

5. Ownership of the goods

5.1 By entering into this agreement, you agree that:

5.1.1 The goods to be removed are your own property and free of legal charge

5.1.2 You have the full authority of the owner or anyone having a legal interest in them to enter into this agreement and you have made

the owner fully aware of these terms and conditions and have agreed to them.

6 Charges if you cancel or postpone the removal

6.1 If you cancel or postpone this agreement, we reserve the right to charge you a reasonable postponement or cancellation fee according to how much notice is given as set out below at 6.1.1 - 6.1.4. Working days are Monday to Friday and excludes weekends.

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 25% of the removal charge.

6.1.3 Less than 5 working days inclusive before the removal was due to start, not more than 50% of the removal charge.

6.1.4 Within 24 hours of the move taking place, not more than 65% of the removal charge.

6.1.5 On the day the work starts or at any time after work commences up to 100% of our charges.

7. Payment

7.1 Unless otherwise agreed by us in writing a non-refundable deposit of 20% is required at the time of booking.

7.2 Unless otherwise agreed by us in writing full payment by cleared funds is to be made prior to delivery and commencement of work.

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. The amount of liability we accept under this agreement is reflected in our charges for the work. If you wish us to increase our liability per item, you agree to pay a higher price for the work as stated in condition 1.2.4 (Our Quotation)

8.2 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.

9. Damages to premises or property other than goods

9.1 Because third party contractors or others are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for the loss or damage therefore our liability 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 shall be limited to making good the damaged area only by a contractor of our choice up to a limit of £250

9.1.2 If we cause damage as a result of moving goods under your express instructions against our advice and where moving the goods in the manner instructed is likely to cause damage we shall not be liable

9.1.3 If we are responsible for damage to your premises or to property other than goods submitted for removal you must inform a member of staff and contact the company 01646 694244 or 07581511204 as soon as possible or in a reasonable time. This is fundamental to the agreement.

10 Exclusions of liability

10.1 We shall 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. If you ask us in writing to arrange insurance cover for you, we will, provided you declare the full replacement value of your goods and pay the premium in advance.

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

10.2.1 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.

10.2.2 Moth or vermin or similar infestation.

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

10.2.4 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage. Our limit applies per item clause 8.2.

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

10.2.6 For perishable items and/or those requiring a controlled environment

10.2.7 Loss of structural integrity of furniture constructed of particle board resulting in crumbling of the board.

10.2.8 For items referred to in clause 4.10.3 No employee or contractor of ours shall be separately liable to you for any loss or damage, mis-delivery errors or omissions of our agreement

11 Time limit for claims

11.1 **For goods which we deliver you must give us detailed notice in writing of any loss or damage within seven (7) days of delivery and contact the company on 01646 694244 or 07581511204 within 48hrs**

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. Any transit times quoted or estimated by

us are based on the information known to us at the time but may vary according to traffic congestion/accidents etc

13 Our right to hold the goods (Lien)“Lien” is the legal right of the remover to hold goods until the customer has paid all outstanding charges