HALLS REMOVALS

Terms & Conditions for Removals & Storage Services

THESE CONDITIONS SET OUT THE TERMS OF THE CONTRACT BETWEEN THE REMOVAL AND/OR STORAGE CONTRACTOR ("WE" OR "US") AND THE CUSTOMER ("YOU" OR "YOUR") AND EXPLAIN THE RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF BOTH PARTIES.

1. **INTERPRETATIONS**

1. Any reference in these conditions to "we" or "us" is a reference to the contractor.

1.2. Any reference in these conditions to "you" or "your" is a reference to the customer.

2 **QUOTATIONS**

2.1. We reserve the right to undertake the removal and use any vehicle in a manner which we deem appropriate to carry out the services you have requested.

2.2. Quotations do not include customs duties or any other levies or fees payable to government or other statutory bodies, and all such duties or fees (If any) will be payable by you in addition to the quoted price.

2.3. Although we quote a fixed price, we reserve the right to amend it or make additional charges if any of the following have not been taken into account when preparing the quotation.

2.3.1 If, due to delay on your part, the work is not carried out or completed within three months of the quotation date.

2.3.2. Our costs increase as a result of currency fluctuations, taxation or freight charges beyond our control

2.3.3. We have to collect or deliver goods above second floor level.

2.3.4. We supply any additional services.

2.3.5. There are delays outside our reasonable control.

2.3.6. Access to the collection or delivery point is inadequate or the approach is unsuitable for our vehicles.

2.3.7. Any parking or other fees or charges that we incur or pay in order to carry out the service you require.

2.4 Our quotation is not a guarantee that we have vehicles available on the day you require. Accordingly, your signed acceptance of our quotation does not constitute a contract between us until you have our written confirmation that we can move your goods on your required date. We will send you written confirmation within one working day of our receipt of your acceptance of our quotation.

3. **WORK AND SERVICES EXCLUDED FROM OUR QUOTATION**

3.1 Dismantling or assembly of unit furniture (flatpack), fitments or fittings, unless requested and paid for in advance.

3.2. Disconnection or reconnection of appliances, fittings or equipment.

3.3. Remove or lay fitted floor coverings.

3.4. Move night storage heaters unless they are dismantled.

3.5. Remove any items from the loft unless it has adequate lighting, flooring and staircasing.

3.6. Move any items to first floor or above by the use of ladders.

3.7. Move any garden pots or ornaments that require two or more people to do so.

3.8. Remove protective footwear when working internally or externally around your property.

3.9. Place any protective floor coverings on staircases, tiled, polished or wooden floors.

3.9.1. Move or store any items excluded under clause 4.

4. **EXCLUDED PROPERTY**

The following items are specifically excluded from this contract and will not be removed.

4.1. Jewellery, watches, trinkets, precious stones, money, deeds, securities, coins or goods, or collections of a similar kind.

4.2 Potentially dangerous, damaging or explosive items, I.E. gas cylinders, paint, turps, oil, petrol or any other container laden or unladen, which contain hazardous, corrosive or flammable substances.

4.3. Firearms and ammunition.

4.4. Goods likely to encourage vermin or other pests, or likely to cause infection.

4.5. Any animals, their cages or tanks, including pets, birds or fish.

4.6. Such goods will not be removed by us except with prior written agreement.

If you submit such goods without our knowledge and prior agreement, we will not be liable for any loss or damage, except when death or injury is caused by our negligence, or that of our employees or agents and you will indemnify us against any charges, expenses, damages or penalties claimed against us by third parties. In addition, we shall be entitled to dispose of (without notice) any goods which are listed under paragraph 4.2, 4.3 or 4.4

5. **CUSTOMER'S RESPONSIBILITY**

It is your responsibility to:-

5.1. Declare to us the proper value of the goods being removed and/or stored

5.2. Obtain at your expense all documents necessary for the removal to be completed.

5.3. Be present yourself or appoint a representative at the departure and destination points to ensure that nothing is removed or left in error.

5.4. Prepare adequately and stabilise all appliances prior to their removal. Other than by reason of our negligence, we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

5.5. **INADEQUATE ACCESS**

If we come across any access problems during your removal service, the removal crew will point them out to you, stating if you wish to proceed with us moving your goods any damage that takes place to your goods or property the contractor will not be held responsible. Whereupon you will be asked to sign a declaration form before the removal can proceed. If you refuse to sign, the item (s) will be left in situ or placed in an alternative location where possible.

6. **OWNERSHIP OF GOODS**

6.1. THE GOODS TO BE REMOVED ARE YOUR OWN PROPERTY OR

6.2 You have the authority of the owner of the property to make this contract in respect of the goods to be removed or stored. You will be responsible for paying any claim for damages and/or costs made against us if either of the above proves to be untrue.

7. **POSTPONEMENTS/CANCELLATIONS**

If you postpone or cancel this contract, we may charge according to how much written notice you provide prior to the agreed removal date.

Between 2 - 7 days: 30% of the total removal charges.

Between 24 - 48 HOURS: 75% of the total removal charges.

Less than 24 hours: 100% of the total removal charges.

7.1**. WAIVER SERVICES**

Should you require this option then this service will be non-refundable at any time of booking. This also includes prior to the 7-day postponement cancellation period of your removal and also on the date of the move.

7.2. If you had any postponement cancellation waiver services in place. These are only valid up until 4.30 pm the day before we commence work. If you contact us after this period, any postponement cancellation waiver services you had will be null and void.

8. **PAYMENT OF REMOVAL CHARGES**

Unless you have our written agreement to the contrary, you must pay our charges, so we have cleared funds in advance of the removal. Unless we agree otherwise, you may not withhold any part of the agreed price. Interest at 2% per month, calculated on a daily basis, is charged on all overdue accounts. We reserve the right to terminate this contract if payment is not received before the removal date, and not to carry out any services quoted for. Failure to comply with our payment terms will also mean that your goods are not covered by limited liability. Should you incur any waiting times in your removal service, payment must be made on the day by cash or credit/debit card before the removal crew proceeds to unload the vehicle.

9. **OUR LIABILITY FOR LOSS OR DAMAGE**

9.1. We shall, insofar as it results from negligence on our part, and subject to exclusions set out below, be responsible for the loss or damage of any goods whilst they are in our custody and control under the terms and conditions of this contract.

9.2. In the event of loss or damage to your goods as a result of our negligence, subject to being in receipt of a declaration from you as to the value of your goods, our liability to you shall not exceed a sum equivalent to the cost of their repair or replacement, whichever is the smaller sum, taking into account the age and condition of the goods immediately prior to their loss or damage, up to a maximum liability of £25,000 and a maximum of £3,000 any one article unless we have agreed to a higher amount with you.

9.3. Unless you have completed and signed the Acceptance and Quotation form and this is received at our head office prior to your date of removal, any liability that you have requested or may have in place will become null & void.

9.4. We will not be responsible for the first £50 of any claim for loss or damage to the goods or for delay.

9.5. Where any item forms part of a pair or set, we shall not be liable for more than the value of that particular item, without reference to any special value which such item may have as part of a pair.

9.6. We shall not under any circumstances be responsible or liable for any consequential or indirect losses, including, but not limited to, loss of profits or lost opportunity.

9.7. Other than where losses occur because of negligence on our part we will not be liable for losses arising from:

(a) War, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, terrorism, rebellion and/or coup, Act of God, industrial action or other events outside our reasonable control.

(b) Normal wear and tear, ageing, natural or gradual deterioration, leakage or evaporation.

(c) Incidence of moths, vermin or similar infestation.

(d) Cleaning, repairing or restoring, unless we agreed to do the work.

(e) Electrical or mechanical derangement to any appliance or equipment unless there is evidence of external impact damage.

(g) Any inherent defect in the goods.

(h) Changes of atmospheric or climatic conditions.

(i) Damage to motorbikes or other motor vehicles unless we have issued a pre-collection condition report.

(j) Damage to motorbikes or other motor vehicles moving under their own power, other than during the normal course of loading and unloading.

9.8.1. **SELF-PACKING SERVICE**

No liability is accepted for damage to or missing goods contained in any self-packed cartons, china or ornaments that are packed by the owner.

9.8.2. No liability is accepted for any self-assembly furniture, I.E., flatpack furniture, which might have loose joints, is of bad manufacture or inadequate construction.

10. **DELAYS IN TRANSIT**

If we do not keep to an agreement written time scale schedule, and any delay is within our reasonable control, we will pay your reasonable expenses which arise as a result of our not keeping to the agreed written schedule, a maximum amount of £100.

If, through no fault of ours, we are unable to deliver your goods, we will take them into store, and this contract will then be fulfilled, and any additional service(s), including storage and delivery, will be at your expense.

10.1. If, due to unforeseen circumstances, your removal service takes longer than the standard 12-hour shift, for example, waiting for keys or inadequate access, we will not work later than 7 pm, due to HGV driver regulations and the Working Time Directive, unless a prior written agreement has been obtained from Halls Removals.

Your goods will be delivered as soon as possible, and no later than 48 hours from the original moving date.

10.2. Adverse weather conditions. If the weather conditions are not adequate, for example, heavy snowfall or severe winds, etc, due to health and safety regulations,

we reserve the right to cancel your removal without prior notice and re-book at our next available appointment.

11. **DAMAGES TO PREMISES**

We shall only be liable for damage to premises caused by our negligence. Any damages to premises must be noted on the delivery receipt and confirmed in writing to us within seven days, unless you request a reasonable extension which we agree to in writing or via email.

12. **TIME LIMITS FOR CLAIMS**

We will not be liable for any loss or damage to any goods unless any claim for loss or damage is notified to us in writing, or via email, **WITHIN SEVEN DAYS** of either their collection by you or delivery by us to their destination, unless you request a reasonable extension which we agree in writing or by email.

13. **OUR RIGHT TO WITHHOLD OR DISPOSE OF GOODS (LIEN)**

We have a legal right to withhold, or ultimately dispose of, some or all the goods until you have paid all our charges and other payments due under this contract. These include any changes that we have paid out on your behalf. While we hold the goods and wait for payment, you will be liable to pay all storage charges and other costs incurred as a result of our withholding your goods, and these terms and conditions will continue to apply.

14. **DISPUTES AND ARBITRATION**

If there is a dispute arising from this agreement which cannot be resolved by both parties (you/us), then this does not affect your rights to pursue this matter through the courts. Alternatively, if we agree to a mutual decision over any dispute, then you must reply to our office in writing or via email, stating that you accept the mutual decision as full and final settlement.

15. **SUB-CONTRACTING THE WORK**

(a) We reserve the right to sub-contract some or all the work for which we have provided a quotation without reference to you.

(b) If we subcontract, these conditions will still apply in full.

16. **STORAGE SERVICES**

The following terms, in addition to all other terms set out in this document, will apply to all contracts for the storage of goods.

16.1 If you require storage facilities, you are obliged to provide a forwarding address and notify us in writing or via email if it changes. All correspondence and notices will

be deemed to have been received by you seven days after posting or emailing to the last forwarding address recorded by us.

16.2. Where we provide an inventory of goods stored on your behalf, it will be accepted as accurate unless you provide us with written or email notice of any errors or omissions within seven days of our posting or emailing the inventory or it being hand delivered to you.

16.3. All charges for storage service are payable in advance. All our charges, including removal charges, must be paid in full and cleared funds must be available before any goods are released from storage.

16.4 We review our storage charges periodically. You will be given 28 days' notice by email or in writing of any increase, following which our revised rates as notified will apply.

16.5. On giving you 28 days' notice, we are entitled to require you to remove your goods from our custody and pay all money due to us. If you fail to pay all outstanding debts due to us, we are entitled to sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account, and any eventual surplus will be paid to you without interest.

16.6. If your payments are up to date, we will not end this contract, except by giving you three calendar months' notice in writing. If you wish to terminate your storage contract, you should give us at least 14 days' notice. If we can release the goods earlier, we will do so, provided your account is up to date.

16.7. If you choose someone else to collect your goods. Our responsibility for such goods will cease upon their being handed over to your chosen representative.

17. **WHOLE AGREEMENT**

These terms and conditions, together with our quotation, are intended to form the whole agreement between us and to prevail over any verbal discussion. Should we mutually agree to any variation of these terms, such variation should be confirmed in writing.

18. **JURISDICTION**

This contract is subject to the laws of England and Wales