



Terms & Conditions 2020

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. 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.

1. Our Quotation

- 1.1 Our quotation, unless otherwise stated, does not include insurance, cancellation/postponement waivers, 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 Where We have given You a price including redelivery from store within Our Quotation and the re-delivery from store has not taken place within six months from the date of the issue of the quotation.
- 1.2.3 Our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges beyond our control.
- 1.2.4 The project or scope changes from what has been accepted in the quotation.
- 1.2.5 If You or Your agents request collection or access to Your goods whilst they are in store.
- 1.2.6 We supply any additional services, including moving or storing extra goods (these conditions apply to such work).
- 1.2.7 We have to pay parking or other fees or charges (including fines where you have not arranged agreed suspension of parking restrictions) in order to carry out services on Your behalf. For the purpose of this Agreement parking fines for illegal parking, caused by Our negligence, are not fees or charges and You are not responsible for paying them.
- 1.2.8 There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
- 1.2.9 We agree in writing to increase Our limit of liability set out in Clause 8.1 prior to the work commencing.
- 1.3.1 You agree to pay any reasonable charges arising from the above circumstances.

2.0 Work not included in the quotation

- 2.1 Unless agreed by us 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, fittings or equipment.
- 2.1.3 Take up or lay fitted floor coverings.
- 2.1.4 Move or store any items excluded under Clause 4.

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3.0 Your responsibility

3.1 It will be your responsibility to:

3.1.1 Declare to us the value of the goods being removed and/or stored

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, unless you agree to take out our insurance policy detailed in clause 9.0

3.1.3 Have a representative present throughout the collection and delivery of the removal.

3.1.4 Where We provide You with inventories, receipts, job sheets or other relevant documents You will ensure that they are signed by You or Your authorised representative as confirmation of collection or delivery of the Goods.

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

3.1.6 Provide us with a current email address, current postal address, and telephone number during removal transit and/or storage of the goods.

3.1.7 Arrange appropriate transport, storage or disposal of goods listed in clause 4

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.

4.0 Goods not to be submitted for removal or storage

4.1 Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored 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 4.1.7 below carry other risks and You should make Your own arrangements for their transport and storage.

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

4.1.2 Goods likely to encourage vermin or other pests or to cause infestation or contamination.

4.1.3 We shall notify you in writing as soon as practicable if any of the Goods, are in Our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests and under what conditions we would be prepared to accept such Goods or whether we refuse to accept them. Should we refuse to accept the goods We will have no liability to You.

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

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

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

4.1.7 Under no circumstances will Prohibited or stolen goods, drugs or pornographic material be moved or stored by Us.

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4.2 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.

5.0 Ownership of the goods

5.1 By entering into this Agreement, you guarantee that:

5.1.1 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 prior to entering into this Agreement and that they have agreed to them.

5.1.2 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.

5.1.3 You will provide a full indemnity and pay Us in respect of any claim for damages and/or costs brought against Us if either statement made in 5.1.1 or 5.1.2 is untrue.

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.

6.0 Charges if You postpone or cancel the removal

6.1 If You postpone or cancel 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 – 6.1.2. “Working days” refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.

6.1.1 More than 7 working days before the removal was due to start: No charge.

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

6.1.3 On the day the work starts or at any time after the work commences, 100% of our charges.

6.2 Our agreement to waive the charges is conditional upon us receiving written notice of your intention to Cancel/Postpone no later than 17:00 hours on the preceding Working Day before services commence.

7.0 Payment

7.1 The Company shall invoice the Client on the basis set out in the Acceptance Schedule or in the relevant Statement of Works or, if payment details are not set out, monthly in arrears. The Client shall pay all valid and properly submitted invoices not later than 30 days from the date of our invoice or at such other times as may be specified in the Acceptance Schedule or the relevant Statement of Works. If the Client does not pay any invoice by the due date for payment the Company may, without prejudice to any other rights and remedies that it may have:

7.1.1 Suspend provision of the services until payment in full including any interest is received; and/or

7.1.2 The Client shall pay all invoices in full without any set-off or deduction.

7.2 In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.

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8.0 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 limit of liability per item, you agree to pay a higher price for the work as stated in Condition 1.3.1 (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.

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

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

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

9.0 Crate hire

9.1 Crate hire is specified in the quotation if required. The crates are for hire only and remain the ownership of the Removal Company. Crates can be purchased at a cost to the Customer.

9.2 Once the number of crates is delivered to the Customer, they are responsible for ensuring the same number of crates are available for collection at the agreed date.

9.3 Any lost crates are charged to the Customer accordingly.

9.4 Additional crate hire outside the quoted period shall be charged to the Customer

10.0 Insurance

10.1 Undiscovered Workplace offers the client the opportunity to take out removals and storage insurance using a policy available through Undiscovered Workplace ("Removals & Storage Insurance"). The client may apply for such Removals & Storage Insurance by accepting in writing the offer made in the quotation provided by Undiscovered Workplace and such insurance will be provided on the terms and conditions of the Removals & Storage Insurance policy which will be provided to you. Your insurance administration cost will be included in the quotation (such insurance administration costs will not exceed 15% of the charges).

10.2 The excess to the client for each individual claim will be £250.00, this shall be deducted from the final settlement offer.

10.3 Undiscovered Workplace does not give any advice concerning insurance for the goods and/or the client items and the client acknowledges that it is its responsibility its own judgement as to whether the insurance in place is appropriate to cover the goods and/or the client items and risks to them.

11.0 Damage to premises or property other than goods

11.1 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 loss or damage, therefore our liability is limited as follows:

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11.1.1 If we cause loss or damage to premises or building 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.

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

11.1.3 If we are responsible for causing damage to your premises or to building other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt as soon as practically possible after the damage occurs or is discovered or in any event within 7 working days. This is fundamental to the Agreement.

12.0 Exclusions of liability

12.1 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. (see clause 9)

12.2 We shall 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, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.

12.3 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:

12.3.1 Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods.

12.3.2 Moth or vermin or similar infestation.

12.3.3 Cleaning, repairing or restoring unless We arranged for the work to be carried out.

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

OR

12.3.5 For any goods in storage cupboards, drawers or appliances, or in a package, bundle, carton, case, crate or other container not both packed and unpacked by us.

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

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

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

12.3.9 For items referred to in Clause 4.0

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

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12.5 Where goods are handed out from store our liability will cease upon handing over the goods to you or your authorised representative (see Clause 11.1 below).

12.6 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.

13.0 Time limit for claims

13.1 If You or Your authorised representative collect the goods, we must be notified in writing of any loss or damage at the time the goods are handed to You or Your agent or as soon as practically possible.

13.2 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 seven (7) days of delivery. Consent to such a request will not be unreasonably withheld.

14.0 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.

We shall 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. (See also Clause 21). These include any charges that We have paid out on Your behalf. 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. These terms and conditions shall continue to apply.

15.0 Disputes:

If any differences or disputes arise between the Company and the Client in connection with this Agreement, they shall use all reasonable endeavours to resolve them by discussions between themselves, escalating the issues through their respective management structures up to their chief executive officers if necessary.

16.0 Our right to sub-contract the work

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

16.2 If We sub-contract, then these conditions will still apply.

17.0 Route and method

17.1 We have the right to choose the method and route by which to carry out the work and the location in respect of storage.

18.0 Applicable law:

Any dispute between us will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts. If you currently reside or are moving to a place outside the jurisdiction of the Courts of the United

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Kingdom, alternative laws or jurisdiction of local courts may apply subject to our written agreement prior to the work or services commencing.

19.0 Your forwarding address

19.1 If you instruct us to store your goods, you must provide us with a current email address, current postal address, and telephone number during removal transit and/or storage and notify us any of these changes.

All correspondence and notices will be considered to have been received by you seven (7) days after emailing you or sending by first class post to the current postal address you gave us.

20.0 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.

21.0 Revision of storage charges:

We review our storage charges periodically. You will be given 30 days' notice in writing of any increases.

22.0 Our right to Sell or dispose of the Goods:

If payment of Our charges relating to Your goods is in arrears, and on giving You three months' 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 amounts due to Us, we may 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. If the full amount due is not received, we may seek to recover the balance from You.

23.0 Termination:

If payments are up to date, we will not end this contract except by giving You three months' notice in writing. If You wish to terminate Your storage contract, you must give us at least 10 working days' notice (working days are defined in Clause 6 above). If We can release the goods earlier, we will do so, provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

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