



Terms of Business – Modern Movers

Last updated [24th Of December 2023]

These conditions set out the terms of the contract between the Removal and/or Storage Contractor (“the Contractor”) and you (“the Customer”) and explain your rights and obligations and responsibilities and those of the Contractor.

1. Interpretation-

- 1.1 Any reference in these conditions to “we” or “us” is a reference to the Contractor.
Any reference in these conditions to “you” is a reference to the Customer.
Any reference to “Insurance Option” is to the Insurance Option set out in Clause 9A.
“Goods” means the goods being removed and/or stored.

2. Quotations-

- 2.1 Our quotations does not include any other customs duties levies or fees payable to the government or other statutory bodies. All such duties or payments (if any) will be payable by you in addition to the quoted price.
- 2.2 We reserve the right to amend the quote or make additional charges if any of the following have not been taken into account when preparing the quotation
- 2.2 If due to any circumstances outside our control, the work is not carried out or completed within three months of the quotation date
- 2.2.2 Our costs increase as a result of currency fluctuations or changes in taxation or freight charges beyond our control
- 2.2.3 We have to collect or deliver Goods above the first upper floor
- 2.2.4 We supply any additional services
- 2.2.5 There are delays outside our reasonable control in which event we will make additional charges calculated in accordance with our standard rates applicable at the time.
- 2.2.6 Access to the collection or delivery point is inadequate, or the approach is unsuitable for our vehicles.
- 2.2.7 Any parking or other fees or charges that we have to incur and pay to carry out your required services. In all these circumstances you will be responsible for the extra costs.
- 2.3 The Insurance Option will only apply if it is stated in the Quotation. A summary of the insurance cover maintained by us and any main exclusions from the cover is either enclosed with these conditions or is available on request.

- 2.4 Our quotation is not a guarantee that we have vehicles available on the day you require them. 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 our written confirmation within one working day of our receipt of your acceptance of our quotation.

2. Work excluded from our quotations-

Unless previously agreed in writing we will not: -

- 3.1 Dismantle or assemble customised or Italian unit furniture (flat-pack), fittings, or fitments (and in any event, these works will not be covered by any insurance provided.) (Your regular household furnitures Like IKEA and furniture Village items are fine with us to dismantle and assemble)
- 3.2 Disconnect or reconnect appliances, fittings, or equipment. (This includes washing machines and cookers)
- 3.3 Remove or lay fitted floor coverings.
- 3.4 Take down or re-hang curtains, blinds or other window coverings.
- 3.5 Move night storage heaters unless they are dismantled.
- 3.6 Move or store any items excluded under Clause 4.
- 3.7 Move any item or items which our removal crew reasonably believes they cannot move safely or the removal of which may damage the item or items in question or its surroundings
- 3.8 Clear driveways or other access areas (at either collection or delivery address) from snow or ice or other materials.

4. Excluded Property-

The following items are specifically excluded from this contract and will not be removed or insured: -

- 4.1 Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, or goods or collections of a similar kind.
- 4.2 Potentially dangerous, damaging, or any kind of explosive items.
- 4.3 Goods likely to encourage vermin or other pests or to cause infection.
- 4.4 Refrigerated or frozen food or drink.
- 4.5 Any animals and their cages or tanks including pets, birds, or fish.
- 4.6 Cars, boats, and caravans.
- 4.7 Furs, perfumery, wines, spirits, tobacco, cigars, cigarettes, foodstuffs, or perishable goods.

Such goods will not be removed by us except without prior written agreement. If you submit such goods without our knowledge and prior written 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 such goods which are listed under paragraphs 4.2, 4.3, 4.4, 4.5, & 4.7.

- 4.8 Breakage of owner packed property unless the box or container shows signs of external damage.

5. Customer's responsibility-

It is your sole responsibility to: -

- 5.1 Declare to us the proper value of the Goods. Where the Vehicle Limit applicable to this Extension is more than £25,000 and the vehicle is carrying property to the value of £25,000 or more We will not pay a claim for Damage to items valued over £500 unless You have obtained a valued inventory of all such items signed by the owner of the Property prior to the commencement of transit.
- 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 or is left in the wrong room.
- 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.

6. Ownership of the Goods-

By entering into this contract, you confirm to us that: -

- 6.1 The Goods 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.

You will be responsible to pay for any claim for damages and/or costs against either of the above if this proves to be untrue.

7. Postponements/Cancellations-

- 7.1 If you postpone or cancel this contract, we may charge according to how much notice you provide prior to the agreed removal date: - Between 1-2 days: 50% of the total removal Deposit paid
Less than 24 hours: 100% of the total removal Deposit paid
- 7.2 Condition 7.1 will not apply if you elect to take any removal postponement/cancellation protection waiver for which we have quoted or You cancel more than 2 days in advance of the move.

8. Payment of Removal Charges-

Unless you have our written agreement to the contrary you must pay our charges so we have cleared deposit advance of the removal. Unless we agree otherwise, you may not withhold any part of the agreed price. Interest at 100% 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 the Goods are not insured.

9. Our liability for loss or damage-

- 9.1 In the event that we lose or damage your Goods, if we are liable, we will pay you up to a maximum of £50 sterling for each item that is lost or damaged, to cover the cost of repairing or replacing that item if you choose not to claim through our insurance. In this respect, an item is defined as any one article, suite, pair, set, complete case, package, carton, or other containers.
- 9.2 We may choose to repair or replace the damaged or lost item. However, if we choose to repair the item, we will not be liable for any depreciation in value.
 - 9.2.1 The client is subjected to pay an excess fee of £500 to claim for any loss or damages involving Goods in transit insurance or £500 to claim through Public Liability insurance.
- 9.3 Other than because of our negligence, we will not be liable for any loss, damage, or failure to deliver the Goods if it is caused by any of the following circumstances:
 - 9.3.1 Fire howsoever caused.
 - 9.3.2 War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action, or other such events outside our reasonable control.
 - 9.3.3 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.
 - 9.3.4 Cleaning, repairing, or restoring unless we did the work.
 - 9.3.5 Moth or vermin or similar infestation.
 - 9.3.6 Electrical or mechanical derangement to any appliance, instrument, or equipment unless there is evidence of external impact.
- 9.4 Additionally we will not be liable for any loss of or damage to:
 - 9.4.1 Any Goods in wardrobes, drawers, or appliances, or in a package, bundle, case, or other containers not both packed and unpacked by us.
 - 9.4.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a similar kind, unless you have previously given us full information including value, and we have confirmed in writing that we will accept responsibility in accordance with 9.1 above

9.4.3 Goods that have a relevant proven defect or are inherently defective.

9.4.4 Animals and their cages or tanks including pets, birds, or fish.

9.4.5 Plants.

9.4.6 Refrigerated or frozen food or drink.

Other than because of our negligence, we will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage, or failure to deliver the Goods. (Scratches of any kind are not covered)

Insurance Option:

Items that are packed by us are covered up to £40,000 goods in transit insurance when using our packing materials. We also provide £1,000,000 public liability insurance, up to 48 hours after the move.

9A.1 This Condition applies only if you have accepted the Packing Option. In that event, the following provisions of this Condition 9A shall apply.

9A.1.1 We maintain an “open cover” insurance policy from which we are able to grant sub-policies to customers who accept the Insurance Option. If you accept the Insurance Option, we shall arrange to extend to you the rights under our open cover insurance policy by way of a sub-contract of insurance in accordance with the summary of terms provided to you which will provide cover to you for your Goods. For the purposes of such insurance cover, the indemnity value of the Goods shall be the value of the Goods stated in the acceptance of our quotation.

9A.2 If loss or damage occurs to the Goods as a result of any matter which may result in a claim under such insurance cover you shall be required to notify the insurer promptly of the claim in writing. For the purposes of processing any such claim, you shall provide the insurer or any agent of the insurer appointed to investigate such claim with such information and assistance as may reasonably be required in relation to the claim. We will also provide to you, or the insurer or any agent of the insurer appointed to investigate the claim, with such information and assistance in relation to the claim as may reasonably be required.

9A.3 We do not give any advice concerning the insurance cover referred to in Condition 9A.1 and it is for you to make your own judgment whether such insurance is appropriate to cover the Goods and risks to them.

9A.4 Nothing in this Condition 9A shall make us your agent.

10. Delays in transit-

10.1 Unless we give a specifically agreed written timescale then arrival and departure times are an estimate only.

- 10.2 If we do not keep to an agreed 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 time schedule. If through no fault of ours we are unable to deliver your goods, we will take them into the store. This contract will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.
- 10.3 We shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of our obligations under this agreement if such delay or failure results from events, circumstances, or causes beyond our reasonable control including but not limited to adverse weather conditions. In such circumstances, we shall be entitled to a reasonable extension of time for performing such obligations, provided that if the period of delay or non-performance continues for 4 weeks then you may terminate this agreement, without penalty by giving not less than 7 days written notice to us.
- 10.3.1 In the event that the agreement is terminated under clause 10.3 and we have part performed any of our obligations under this agreement, including but not limited to a completed or part-completed packing service and/or any storage requirement, any charges incurred by us at the time of your termination under clause 10.3 shall become chargeable in accordance with our standard rates applicable at the time.
- 10.3.2 In the event of termination under clause 10.3, 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 10.3.1
- 10.3.3 We shall not be liable for any costs or charges you incur as a result of the termination of the agreement under clause 10.3.

11. Damage 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 in writing. (Scratches are not covered)

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 by recorded delivery post or email WITHIN 48 HOURS (this is a requirement of insurers) of either when the items are collected by you or delivery by us to their destination unless you request a reasonable extension which we agree in writing. Time starts when or after the items are either collected by you or delivery by us to their destination.

13. Our rights to withhold or dispose of Goods-

We have a legal right to withhold or (subject to complying with the notice procedure in condition 16.6) ultimately dispose of some or all of the Goods until you have paid all our

charges and other payments due under this contract. These include any charges 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-

- 14.1 If there is a dispute arising from this agreement that cannot be resolved either you or we may refer it to the Conciliation Service provided by The National Guild of Removers and Storers ("the Guild"). A referral of any matter to the Guild by us does not affect your right to pursue the matter through the Court.
- 14.2 In the event that you are not satisfied with the result of the Conciliation Service referred to above you are entitled to refer the matter to the Ombudsman subject always to the rules of the Scheme from time to time.

15. Sub-contracting the work-

- 15.1 We reserve the right to sub-contract some or all of the work for which we have provided a quotation without reference to you.
- 15.2 If we sub-contract 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 if it changes. All correspondence and notices will be deemed to have been received by you seven days after posting it to the last forwarding address recorded by us.
- 16.2 The manner in which goods are transported and whether we use conventional or containerised storage shall be within our sole discretion unless otherwise confirmed in writing.
- 16.3 Where we provide an inventory of goods stored on your behalf it will be accepted as accurate unless you provide us with written notice of any errors or omissions within 14 days of our posting the inventory to you.
- 16.4 All charges for storage services are payable in advance. All our charges including removal charges must be paid in full in cleared funds before any goods are released from storage and we shall be entitled to exercise a lien over those goods until we receive payment of all charges due from you to us.
- 16.5 We review our storage charges periodically. You will be given 28 days' notice in writing of any increases following which our revised rates as notified will apply. We will always act reasonably in reviewing our storage charges.

- 16.6 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. Any such notice will tell you that we will dispose of your goods three months thereafter if you fail to pay all outstanding sums due to us and, in that event, we will do so 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.
- 16.7 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 at least 14 days' notice. Whilst we will use reasonable endeavours to arrange the release of your Goods on the dates you require, specific dates cannot be guaranteed.
- 16.8 If you choose someone else to collect your goods from our storage facilities, we are entitled to make a charge for handing them over. 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 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 these Terms and Conditions.

18. Jurisdiction-

This contract is subject to the laws of England and Wales if our principal place of business is situated in England or Wales, or to the laws of Scotland if our principal place of business is situated in Scotland.

CONTACT US

If you have questions or comments about this Terms of Service, please contact us at:

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