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# Terms & Conditions

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These conditions form the basis of the contract between the customer and Universal Removals. They explain the rights and responsibility of both parties in relation to any services provided by Universal Removals. It is important you read them carefully.

These conditions take into account the provisions of international conventions and protocols governing the transportation of goods by road, air, sea or rail.

Alternative terms and conditions can apply if agreed in writing before the start of the work.

This agreement is subject to English law and the Jurisdiction of the English Courts unless both parties have agreed otherwise.

Whenever the following words or phrases appear in this agreement they will always have these meanings:

We or Us or Our: Universal Removals.

You and Your: The customer or the customer's agent or representative

Goods: The Goods that are being moved or stored

Work: Any services we are to provide under this agreement

## 1. QUOTATION

Our quotation is valid for 3 months and is subject to availability of resources. We may amend our quotation if:

A. Our quotation is not accepted within 3 months or you ask us to carry out additional Work in which case We will provide You with a further quotation; or

B. Additional Goods, are included in the Work. You must advise Us as soon as possible if you wish Us to include additional Goods. We will advise you of any price increase. The additional Goods will not be included In the Work until we have agreed a price with You; or

C. Stairs, lifts, windows or doorways are inadequate for free movement of the Goods without risk of damage or injury, mechanical equipment, or structural alteration, or the approach road or drive is unsuitable for Our vehicles and/or containers to load/unload within 20 metres of the doorway, or We are asked to collect or deliver above the ground or first upper floor;

D. Goods are handed to you from store or You require access to Your Goods whilst they are in store or

E. The Work is carried out on a Saturday, Sunday or public holiday; or

F. Our overheads or operational costs go up as a result of increases in but not limited to taxes, road or other tolls, fuel or any other costs or expenses outside Our control; or

G. We agree in writing to increase Our limits of liability in Conditions 7 or 8.

## 2. WORK NOT INCLUDED

Unless agreed otherwise in writing before the date of this quotation, Our price does not include taking down or putting up unit or self assembly kit furniture, fitments and fixtures, disconnecting and connecting domestic or other appliances and

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fittings, taking up or laying fitted floor coverings, moving loaded freezers or refrigerators, moving storage heaters not dismantled or any other items We specifically exclude in writing.

We will not move Goods from or to a loft/attic unless the loft/attic is properly lit, floored and has a safe means of entry or exit.

If any of Our employees carries out such Work, at Your request, and without prior written agreement, they do so without Our authority and outside the terms of their employment with Us. We shall not be liable for any loss or damage, which may occur in carrying out such work.

Should You wish to move such items, We recommend that You seek advice from the manufacturer, retailer, or other suitable qualified person.

### 3. DECLARATION OF OWNERSHIP

By accepting this Agreement you declare that the Goods are either Your own property free of any legal charge or burden on them or that You have the full authority of the owner or anyone having a legal interest in them to enter into this contract on their behalf.

You agree to indemnify Us against any claims, charges and demands made against Us arising from any claim to the Goods made by another person. If any other person has or obtains an interest in the Goods you must advise Us of their name and address in writing immediately.

### 4. YOUR RESPONSIBILITY

You agree

A. to be present or represented throughout the Work to ensure that nothing that should be removed is left behind and nothing is taken away in error.

B. to arrange proper protection for Goods left in unoccupied or unattended premises or where other people such as tenants or workmen are or will be present. If you fail to protect your Goods We shall not be liable for any loss or damage arising from such failure.

C. not to offer for removal or storage jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, or coins (or similar collections of any kind), plants and animals. We do not accept any liability for any claims for loss or damage to these items if they are placed in Our care or custody. Please make alternative transport or storage arrangements for such items;

D. not to offer for removal, packing or storage any item or thing unless You have insured that item or thing against accidental loss or damage and loss or damage caused by fire, lighting or explosion.

E. not to offer for removal, packing or storage anything which is dangerous, damaging or explosive, or anything, including food, likely to encourage vermin or other pests. You will indemnify Us against all claims made and for any loss or damage that We or someone else may suffer through the presence of such articles or substances among the Goods. If any such article or substance is found, We may remove, destroy or otherwise dispose of it, or sell it, in which case We will pay You the net proceeds of sale after deducting the costs and expenses incurred by Us and any payments or sums due to Us by You.

F. to empty and defrost refrigerators and freezers and to make alternative transport arrangements for their contents. We shall not be liable for damage to any freezer or refrigerator or its contents which results from the freezer or refrigerator being moved partially or fully loaded, nor for any illness or deterioration in such contents resulting from a change in temperature;

G. to make sure that all domestic and garden appliances including, washing machines, dishwashers, hosepipes, petrol lawnmowers, are clean and dry so that there is no residual fluid left in them.

H. to pay for any parking or meter suspension charges which We incur whilst carrying our Work for You.

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I. to obtain, at Your expense. All necessary licences, permits, or other documents to enable Us to export or import Your Goods. We shall not be liable for any loss, costs or expenses incurred if the Work cannot be completed.

J. to declare in writing to Us all articles, which may be liable to Customers Duties or restrictions. You agree to indemnify Us against all claims, fines, costs, charges and expenses incurred by Us as a result of any inaccurate information supplied by You.

## 5. VOLUNTARY ADVICE

We will use Our reasonable endeavours to provide You with up to date information to assist You with the export/import of Your Goods. Information such as national or regional laws and regulations are subject to change and interpretation at any time. Any information We give You is done in good faith and based upon current information. We will not be liable for any loss or damage should such information be incorrect or if we fail to notify You of any changes.

## 6. ROUTE AND METHOD

You agree that We may;

A. interchange the Goods between vehicles and warehouses or other premises at any time;

B. select the route and the means of transport or storage of the Goods;

C. Employ sub-contractors. If we sub-contract the Work these terms and conditions will apply to all Work carried out by the sub-contractor.

D. if We are unable to deliver your Goods to the delivery address due to circumstances outside Our control. We may deliver the Goods into Our own or an appointed agents premises at the nearest location where storage space is available. Upon delivery Our contract with You will be completed and You agree to pay further storage, handling and redelivery charges.

E. in accordance with international shipping practice regarding General Average, if the carrying vessel should get into distress and is unable to continue to its original destination You will be responsible for any additional costs for onward transportation.

## 7. OUR LIABILITY FOR LOSS AND DAMAGE TO THE GOODS

We do not know the value of your goods therefore we limit our liability to a fixed limit per item. The amount of risk we accept under this condition is reflected in our price for the work. Unless agreed otherwise in writing, if we ourselves are directly negligent or in breach of contract we will pay you up to a maximum of £40 or equivalent for each item which is lost in transit. Cover for damage is not provided by us but may be purchased separately from an insurance company. The FSA prohibits us from selling insurance although we can recommend an insurer who may provide advice should you ask us to do so.

For the purpose of this contract and item is defined as follows:

1. The total contents of a box, parcel, package, carton or similar container; and

2. Any other object or thing that is moved, handled or stored by Us

Where Goods are being transported by sea, air or rail the shipping line, airline or Railway Company will be responsible for the safe custody of the Goods in accordance with international conventions and protocols. We will not be liable for any loss or damage whilst the Goods are in their care. We will transfer to You the benefits of any rights We have against them under their terms and conditions of business.

## 8. PREMISES DAMAGE

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If we are negligent or in breach of contract which results in loss or damage to Your premises We will pay You up to £75 to cover the cost of repair to Your premises.

## 9. EXCLUSIONS OF LIABILITY

A. Damage to items not packed by us;

B. Loss or damage caused by fire;

C. Loss or damage caused whilst the Goods are in the care and control of the shipping line, airline, or Railway Company;  
D Loss or damage where the Goods have been packed or unpacked by you or other;

E. Loss or damage caused by atmospheric conditions including but not limited to dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration, unless directly attributed to an ingress of water caused by Our negligence or breach of contract;

F. Loss or damage caused by vermin, moth or other infestation;

G. loss or damage caused to Goods that have any inherent defects or vice;

H. Any claims resulting from difficulties or inability in obtaining – fuel or other supplies, war invasion, act of foreign enemy, hostilities (whether war be declared or not) terrorist acts, civil war, rebellion, revolution, insurrection, military or usurped power or civil commotion of any kind;

I. Any claims for loss of, use, amenity, enjoyment, profits or any other indirect or consequential loss that was not in contemplation or brought to Our attention at the time this contract was made.

## 10. TIME LIMITS FOR REPORTING CLAIMS

You must notify Us in writing of specific loss or damage within the time limit stated below otherwise we will not be liable:

A. for Goods believed to be lost or damaged – within a reasonable period not exceeding 7 days after the due date of delivery or the Goods;

B. for Goods removed from Our premises by any one other than Us – at the time the Goods are handed over;

C. for damage to premises – at the time of collection or delivery of Your Goods by recording such damage on the delivery sheet.

## 11. PAYMENT

Unless We have agreed differently in writing all charges must be paid before shipment of the consignment.

You can pay on one of the following basis:

A. Full Payment In advance of Collection or B. 50% Deposit in Advance of Collection and remainder before shipment from Country of Export.

In case of going into Long Term Storage the Invoice should be paid in full the day your shipment enters the storage

### Methods Of Payment

A. Bank transfer to account on Our Invoice / Booking Form

B. By Paypal Credit Card Visa / Mastercard

A claim or dispute shall not be made the reason for deferring payment for the Work. If our charges are not paid in full on

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the due date interest will be payable at 3% above the base rate. We reserve the right to postpone any of the Work until such times as all outstanding monies are paid in full.

## 12. CANCELLING AND POSTPONEMENT

If you cancel or postpone work;

- A. 10 to 14 working days from the start of the Work You agree to pay us 30% of the price of the Work;
- B. 9 working days or less from the start of the Work. You agree to pay 50% of the price of the Work;
- C. on the day the Work starts or at anytime after the Work has started You agree to pay 100% of the price of the Work.

If we cancel or postpone the Work We will refund You any charges You have paid to Us in advance. We will also pay You;

- D. 30% of the price of the Work if We cancel or postpone the Work 10 to 14 working days from the start of the work;
- E. 50% of the price of the Work if We cancel or postpone the Work 9 working days or less from the start of the Work;
- F. If We cancel or postpone on the day the Work starts or at any time thereafter We will refund you the price of the work after deducting the cost of any Work We have done on Your behalf.

For the purposes of this agreement sub-clauses D and E will not apply if the Work is affected by adverse weather, traffic congestion, road works, parking difficulties, fuel shortages, industrial action, vehicle breakdown, or as a result of circumstances outside Our control.

A delay in commencing or during the Work will not constitute a cancellation or postponement.

## 13. LIEN

A. If Our charges are not paid, any Goods in Our possession or custody will be removed to store and retained until payment is made. We shall be entitled to charge for storing these Goods. Any costs incurred in removing them to or from store will be met by You. All charges must be paid in full before the Goods can be released. If our charges are not met in full on the due date, interest will be payable at 3% above the base rate from time to time all monies outstanding.

B. "Lien" means the right to hold property until a debt is paid in full. We shall have a general or particular lien upon all Goods in Our possession for all money You owe Us or for expenses incurred by Us and for payments We make on Your behalf. If some of the Goods have been delivered, removed, dispatched, or sold the general lien shall apply to any Goods that remain in Our possession. We shall be entitled to charge warehouse rent and all other expenses whilst We maintain a lien on the Goods. We shall be entitled to charge You storage and any other costs or expenses whilst We maintain a lien on the Goods. These terms and conditions shall continue to apply.

### C. End of Agreement/Power of Sale

In the event of more than twelve weeks rental being outstanding We may give You 30 days written notice requiring You to remove all Goods from Our care, control, or custody and pay all debts due. If You do not remove the Goods We may sell or otherwise dispose of all or part of them without further notice. Any proceeds of sale will be credited to your storage account or against any other payments due to Us from You. You will be responsible for any costs incurred by Us in selling or disposing of goods. Any surplus proceeds will be paid to You without interest.

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