

Terms and Conditions

Please read our T&C's carefully. If you don't understand any part or need some extra details, please feel free to contact us and we will be happy to assist you.

Terms and Conditions of **Superb Moves Ltd** © 2017

I. Terms of the contract between Superb Moves Ltd the Removal Contractor ("the Contractor") and you ("the Customer") explaining rights, obligations and responsibilities of both parties.

1. Interpretation

a. "We" or "us" is a reference to the Contractor. "You" is a reference to the Customer. "Goods" means the goods being removed and/or packed/unpacked.

2. Quotations

a. Quotations include Value Added Tax but do not include any other customs duties 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.

b. Our quotations, although given as a fixed price, may be amended or additional charges may be made if there are circumstances that have not been taken into account when preparing the quotation (i.e. longer than three months period from the quotation, currency fluctuation, freight taxation, delivery of Goods on floors upper than first, delays outside our control, limited access to collection/delivery point, and others).

c. Your signed acceptance of our quotation is not yet a contract between us and you until you receive a written confirmation that we are available on your required day. We will send our written confirmation within one working day of our receipt of your acceptance of our quotation.

3. Work not included in our quotations

Unless previously agreed in writing we will not:

- a.** Dismantle or assemble unit-furniture (flat-pack), fittings or fitments
- b.** Disconnect or reconnect appliances, dismantle or reassemble appliances, fixtures, fittings or equipment.
- c.** Take up or lay fitted floor coverings.
- d.** Take down or re-hang curtains, blinds or other window coverings.
- e.** Move any items excluded in chapter 6.
- f.** Undertake any work our removal staff is not authorised or qualified to carry out, which may effectively cause damage.

4. Your responsibility

It is your sole responsibility to:

- a.** Declare to us the proper value of the Goods.
- b.** Obtain at your expense all documents necessary for the removal to be completed.
- c.** Ensure authorised signature on agreed inventories, receipts, waybills or other relevant documents on collection or delivery of Goods.
- d.** Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
- e.** 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. Postponements/Cancellations

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

- Between 4-7 days: 15% of the total removal charges
- 3-1 days: 50% of the total removal charges
- Less than 24 hours: 100% of the total removal charges

b. Condition 5a will not apply if you decide to take any removal postponement/cancellation protection scheme for which we have quoted.

6. Excluded Property

Items excluded from this contract which will not be removed unless otherwise agreed in writing:

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

Such goods will not be removed by us except with 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.

7. Ownership of the goods

By entering into this contract you confirm to us that:

- a. The Goods are your own property; or
- b. 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.

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 we will not insure our liability for the goods.

9. Our liability for loss or damage

I. Limited liability

a. If you do not provide us with a declaration of value of your goods or you do not require us to accept Standard Liability pursuant to chapter 9.II. below, then in the event that we lose or damage your goods through our negligence or our breach of contract, we will pay you up to a maximum of £50 for each item which is lost or damaged, to cover the cost of repairing or replacing that item. In this respect an item is defined as any one article, suite, pair, set, complete case, package, carton or other container.

b. We may choose to repair or replace the damaged or lost item. However, if we choose to the repair the item, we will not be liable for any depreciation in value.

c. 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:

c.1. Fire, howsoever caused.

c.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.

c.3. Normal wear and tear, natural or gradual deterioration, leakage or evaporation from perishable or unstable goods. This includes goods left within furniture or appliances.

c.4. Cleaning, repairing or restoring unless we did the work.

c.5. Moth or vermin or similar infestation, damp, mould, mildew or rust.

c.6. Electrical or mechanical damage to any appliance, instrument or equipment unless there is evidence of external impact.

c.7. Breakage of owner packed property unless the box or container shows signs of external damage.

d. Additionally, we will not be liable for any loss of or damage to:

d.1. Any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other

container not both packed and unpacked by us.

d.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.

d.3. Goods which have a relevant proven defect or are inherently defective.

d.4. Animals and their cages or tanks including pets, birds or fish.

d.5. Bonds, manuscripts and documents or electronically held data records, mobile telephones.

d.6. Plants.

d.7. Refrigerated or frozen food or drink.

d.8. Loss of or damage to china, glassware and fragile items, unless they have been both professionally packed and unpacked by us or our subcontractor. In the event of an accident involving an owner packed container where damage has occurred irrespective of the quality of the packing, our liability is limited to £100 or its actual value, whichever is less.

e. 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.

II. Standard Liability

We have a “Goods in Transit” insurance policy (covering all Risks of Physical Loss or Damage to Goods in Transit anywhere in European Union) which can be endorsed to cover client’s goods. Please notify us of the value of your goods to be insured and we can provide you a removals quote including an Insurance Option. Please note that this insurance has been arranged solely in the name of our company. As our customer you will have no enforceable rights under our insurance policy.

a. If you provide us with a declaration of the value of your goods and you agree to pay an additional charge the amount of our liability to you will be as follows:

b. In the event of loss or damage caused by our negligence or breach of contract, our liability to you will be assessed as a sum equivalent to the cost of their repair or replacement, taking into account the age and condition of the goods immediately prior to their loss or damage but subject to a maximum liability of £40,000 (unless we have agreed a higher amount with you).

c. Where the lost or damaged item is part of a pair or a set, our liability to you, where it is assessed to be the cost of replacement of that item, it is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set.

d. If you make any claim knowing the same to be false or fraudulent as regard to the amount or otherwise, this insurance shall become void and all claims hereunder shall be forfeited.

e. In line with the policy conditions, we do not accept responsibility for the first £250 of every claim for loss or damage covered by this insurance.

f. All claims arising from contracts of removals and/or storage within Great Britain must be notified to the remover on the day of delivery of the property, whether unpacked or not.

III. Any liability under chapter I. or II. above is expressly subject to all or any other applicable exclusions set out elsewhere in this agreement

10. Delays in transit

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

b. 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 store. This contract will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

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.

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 **WITHIN SEVEN DAYS** (this is a requirement of insurers) of either their collection by you or delivery by us to their destination, unless you request a reasonable extension which we agree in writing.

13. Our rights to withhold or dispose of goods

We have a legal right to withhold or 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

a. If there is a dispute arising from this agreement which cannot be resolved either you or we may refer the matter to the Ombudsman subject always to the rules of the Scheme from time to time.

15. Sub-contracting the work

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

b. If we sub-contract these conditions will still apply in full.

16. Route and method

a. We have the right to choose the method and route by which to carry out the work.

b. Unless it has been specifically agreed otherwise in writing in our Quotation, other space/volume/capacity on our vehicles or the containers may be utilised for consignments.

17. Inventory

a. Where we produce a list of goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within 7 days of the date of our sending, or a reasonable period agreed between us, notifying us of any errors or omissions.

18. 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.

19. Applicable Law

This contract is subject to the laws of England and Wales or the country in which the office of the company issuing this contract is situated.

IV. Payment Terms

1. We now require invoices to be paid strictly within 7 days of the date of the invoice.
2. Late payments will result in debt collector charges and interests of 10% per day will be charged immediately after the payment due date passed.