



O. E Removals Terms & Conditions

These **Terms and Conditions** apply to all contracts for the removal of goods entered into between **O. E. Removals** and you the customer. They explain the rights, obligations and responsibilities of all parties. Where we use the word “you” or “your” it means the Customer; “we”, “us” or “our” means O.E. Removals. These terms and conditions set out our potential liability to you for loss of or damage to goods. These terms and conditions may be varied or amended subject to prior written agreement.

1. OWNERSHIP OF THE GOODS

You hereby agree and confirm that you are either:

- a. The owner of the goods and/or
- b. Are duly authorised by the owner (s) of the goods to enter into this contract on these terms and conditions for and on behalf of the owner (s)
- c. You shall be responsible for any losses, expenses or other costs incurred by us which are caused by an untrue statement deliberately made by you

2. WHAT WE WILL DO

We shall:

- a. Pack the goods, if requested and we have agreed to do so.
- b. Remove the goods at the agreed time and date and deliver to the delivery address.
- c. Unpack them, if requested and we have agreed to do so.
- d. We shall at all times care for the goods whilst they are in our custody and control showing all reasonable care in the circumstances. We guarantee to act and undertake our obligations in a professional manner at all times.
- e. We shall only remove or deliver items into a loft, or similar space, if it is safe, which shall include but not be limited to, being adequately lit, floored and have safe access.

3. OUR QUOTATION

Our quotation is for a fixed price for the work presented. It is based on our contracting to remove the goods. We may change the price or make additional charges if circumstances are found to apply

which have not been taken into account when preparing our quotation and confirmed by us in writing. These include:

- a. Our costs change because of changes in taxation or freight charges beyond our control.
- b. We have to collect or deliver goods at your request above the ground floor and first upper floor - unless previously agreed and outlined in the quotation.
- c. We supply any additional services, including moving extra goods.
- d. The stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the road, approach, or drive is unsuitable for our vehicle and /or containers to load and/or unload within 20 metres of the doorway.
- e. We have to pay parking or other fees or charges in order to carry out services on your behalf.
- f. There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work - i.e. waiting for keys or contract exchange (chargeable £45.00 per hour).

In any such circumstances, adjusted charges will apply and become payable.

4. WHAT NOT INCLUDED IN THE QUOTATION UNLESS PREVIOUSLY AGREED IN WRITING.

- a. Dismantling or assembling flat pack furniture or a property's fittings or fittings.
- b. Disconnecting or reconnecting any equipment or appliances
- c. Securing or preparing for transit, as necessary, equipment or appliances such as ,but not limited to, securing washing machine drums.
- d. Taking up or laying fitted floor coverings of any kind.
- e. Removing storage heaters unless they are already disconnected and adequately dismantled.
- f. Transport live animals and plants.
- g.

5. YOUR RESPONSIBILITY

It will be your sole responsibility to

- a. Declare to us in writing the value of your goods if you wish us to consider accepting enhanced levels of liability for lost or damaged goods. If it is subsequently established that the value of the goods removed is greater than the actual value you declare, you agree that our liability under clause 10 will be reduced to reflect the proportion that your declared value bears to their actual value.
- b. Obtain at your own expense all documents, permits, licences, customs documents necessary for the move to be completed.
- c. Be present or represented during the collection and delivery of the removal.

- d. Take all reasonable steps to ensure that nothing that should be removed is left behind and that nothing is taken away in error.
- e. Arrange proper protection for goods left in unoccupied or unattended premises or where other people such as, but not limited to, tenants and workmen are or will be present.
- f. Prepare adequately and stabilise all appliances and electronic equipment prior to their removal.
- g. Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
- h. Provide us with a contact address for correspondence during removal transit and/or storage of goods.
- i. Insure your goods whilst being removed or stored. We do maintain insurance of our own to cover our potential liability to you for loss or damage to your goods up to the level of liability under this contract.

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.

6. OUR RESPONSIBILITY

It is our responsibility to deliver your goods to you or produce them for your collection undamaged. By undamaged, we mean in the same condition as they were in at the time when they were packed or otherwise made ready for transportation.

- a. If we fail to discharge our responsibilities as identified in clause 6, we will be liable under this agreement to compensate you for such failure subject to the provisions of clauses 9, 10 and 13.
- b. We will not be liable to compensate you where clauses 3, 5 and 7 apply unless loss or damage occurred as a result of negligence or breach of contract on our part.
- c. If you do not provide us with a declaration of value of your goods, or if you do not require us to accept standard liability pursuant to clause 10 we will not be liable to you for failure to discharge the responsibilities identified in clause 6 unless that failure was caused by negligence or breach of contract on our part.
- d. The amount of liability under this clause shall be determined in accordance with clauses 10 and 13.

7. GOODS NOT TO BE SUBMITTED FOR REMOVAL

Unless previously agreed in writing the following items must not be submitted for removal and will under no circumstances be moved by us and you should make your own arrangements for their transport and storage.

- a. Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items including gas bottles, aerosols, paints, firearms and ammunition.
- b. Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind.
- c. Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

- d. Perishable items and/or those requiring a controlled environment.
- e. Any animals, birds or fish.
- f. Goods which require special licence or government permission for export or import.
- g. If we do agree to remove such goods, we will not accept liability for loss or damage unless we are negligent or in breach of contract.
- h. 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 will apply for an appropriate court order to dispose of any such goods found in the consignment without notice. You will furthermore pay us any charges, expenses, damages, legal costs or penalties incurred by us.

8. PAYMENT

Unless otherwise agreed by us in writing:

- a. Payment is required immediately on the completion of your job.
- b. Customers making payments by Debit/Credit Card must be the card-holder.
- c. Cheque or Bank Transfer payment - 7 working days prior to the removal (must be cleared prior to removal).
- d. There is 3% transaction fee for payments made by Credit Cards or American Express Card.

There is no fee for Debit Card payments.

You may not withhold any part of the agreed price.

9. LIABILITY FOR LOSS OR DAMAGE

Standard Liability

If you provide us with a declaration of the value of your goods, and subject to clause 5, the amount of our liability to you in the event of loss or damage to those goods in breach of clause 6 will be determined in accordance with clauses 10 and 13 below, subject to a maximum liability of £10,000. We may agree to accept liability for a higher amount, in which case we may make an additional charge.

- a. In the event of loss or damage to your goods our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement whichever is the smaller sum, taking into account the age, condition and depreciation of the goods immediately prior to their loss or damage, and subject to the maximum liability of £10,000 referred to in clause 10 (unless we have agreed a higher amount with you). For the avoidance of doubt, goods shall not be valued on a "new for old basis".
- b. Where the lost or damaged item is part of a pair or set, our liability to you, where it is assessed as the cost of replacement of that item, 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 a set.
- c. In line with the policy conditions, we do not accept responsibility for the first £250 (excess charge) of every claim for loss or damage covered by this insurance. Excess charge of any claim is the customers responsibility and the claim process will be dealt with our insurance company.

Limited Liability

- a. If you do not provide us with a declaration of value, or if you do not require us to accept Standard Liability, then our liability to you is to be determined in accordance with clauses 10 and 13.
- b. In the event of loss or damage to your goods caused by negligence or breach of contract on our part, liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement, taking into account their age and condition immediately prior to their loss or damage, subject to a maximum liability of £40 per item.
- c. If goods are lost or damaged beyond repair then our liability will be, at most, the value of the goods lost or damaged beyond repair.
- d. If goods are damaged but can be repaired then our liability will be, at most, the repair cost. We shall not be liable for any diminution in value of the goods as a consequence of the repair.
- e. Prior to the removal, you may ask us to accept enhanced liability for lost or damaged goods. Before we will accept enhanced liability you must provide us with a written declaration of the total value of your goods to be removed/stored. We will calculate our additional charges for enhanced liability on that declaration and the declared sum will be our maximum liability to you for the loss or damage of your goods.
- f. Our enhanced liability is strictly conditional upon you paying our additional charges for providing the enhanced liability prior to the removal.

10. AN ITEM IS DEFINED

The entire contents of a box, parcel, package, carton or similar container and any other object or thing that is moved, handled or stored by us.

11. EXCLUSIONS OF LIABILITY

1. In respect of Limited Liability, we will not be liable for loss of or damage to your goods as a result of fire or explosion.
2. In respect of Standard Liability and Limited Liability we will not be liable for any loss of or damage to, or failure to produce the following goods: Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones, Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination, Perishable items and/or those requiring a controlled environment, Furs, Jewellery, Watches, Precious Stones and Metals, Money, Coins and Deeds, Any animals birds or fish.
3. In respect of Standard Liability and Limited Liability we will not be liable for any loss of or damage to or failure to produce the goods if caused by any of the following circumstances:
 - a. By 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.
 - b. Loss or damage arising from ionising radiations or radioactive contamination.
 - c. Loss or damage arising from Chemical, Biological, Bio-Chemical, Electromagnetic Weapons and Cyber Attack.

- d. By 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.
 - e. By vermin, moth, insects and similar infestation, damp, mould mildew or rust.
 - f. By cleaning, repairing or restoring unless we arranged for the work to be carried out.
 - g. By change to atmospheric or climatic conditions.
 - h. For any goods in wardrobes, drawers or appliances or in a package, bundle, carton, case or other container not both packed and unpacked by us.
 - l. Loss of 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 would have occurred irrespective of the quality of the packing, then our liability is limited to £100 or its actual value whichever is less.
 - j. For electrical or mechanical derangement to any appliance, instrument, clock or computer or other equipment unless there is evidence of related external damage.
 - k. Loss or damage of motor vehicles caused by scratching, denting and marring unless you obtain from us a pre-collection condition report.
 - l. Loss or damage to a vehicle whilst being driven or for the purpose of being driven under its own power other than for the purpose of loading onto or unloading from the carrying conveyance or container. Loss or damage sustained by accessories and removable items unless lost with the vehicle
 - m. For any goods which have a pre-existing defect or are inherently defective.
 - n. Indirect or consequential loss of any kind or description.
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.
5. Our liability will cease upon handing over goods and completion of delivery.

12. TIME LIMIT FOR CLAIMS

- a. For goods which we deliver, you must notify us in writing of any visible loss, damage or failure to produce any goods at the time of delivery.
- b. If you or your agent collect the goods, you must notify us in writing of any loss or damage at the time the goods are handed to you.
- c. Notwithstanding clauses 9, 10 and 12, we will not be liable for any loss or damage to the goods unless a claim is notified to us or our agent or the company carrying out the collection or delivery of the goods on our behalf, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven days of delivery of the goods by us.

13. DELAYS IN TRANSIT

- a. Other than by reason of our negligence or breach of contract we will not be liable for delays in transit.

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

14. OUR RIGHT TO HOLD THE GOODS (LIEN)

a. We may keep hold of all or some of your goods until you have paid all the charges you owe us, even if the unpaid charges do not relate to those goods.

b. Furthermore we may sell all or some of your goods to recover any unpaid charges. We can only do this after giving you 30 days written notice that we intend to do so. If we do sell any of your goods, and the proceeds from the sale are greater than the amount you owe us, we will pay you any excess amount after deducting the cost of selling the goods.

15. UNDERTAKING THE REMOVAL

a. We will undertake the removal and storage with professional care and skill and taking reasonable account of all circumstances. However, we specifically reserve the right to undertake the removal or storage in a manner that we think is appropriate including sub-contracting all or part of the job to another removal or storage company, choosing the route we think is most effective and using such vehicles, containers and methods of transport and/or storage as we believe are appropriate.

b. This does not however affect our responsibilities under this contract to take care of your goods and to provide the services within the appropriate time scales.

16. APPLICABLE LAW

These terms and conditions and any contract entered into by us shall be subject to English law and any claim arising from these terms and conditions or from any contract of removal entered into by us shall be subject to the exclusive jurisdiction of the English courts.

17. TESTIMONIALS

If you submit a testimonial to us using Facebook, then you agree that we may publish your testimonial, together with your name and any logo/image that you have used to publish the testimonial. We will contact you and let you know that we have used your testimonial and you have the right to ask us to remove the testimonial at any time.