

## **WHG Removals Ltd Terms and Conditions**

These Conditions set out the Terms of the agreement between WHG Removals Ltd (“the Contractor”) and you (“the Customer”), it explains your rights, obligations and responsibilities and those of the Contractor. By accepting our quote you automatically accept our Terms and Conditions.

### **1. Interpretation.**

1.1 Any reference in these conditions to “we” or “us” is a reference to the Contractor.

1.2 Any reference in these conditions to “you” is a reference to the Customer.

1.3 “Goods” means the goods being removed and/or stored.

### **2. Quotations.**

2.1 Quotations do not include any other customs duties, levies or fees payable to the government or other statutory bodies; and all such duties or fees (if any) will be payable by you in addition to the quoted price. (eg. Congestion charge, CAZ charge, charge for parking on your removal day.)

2.2 Although we quote a fixed price we reserve the right to amend it or make additional charges if any of the following have not been taken into account when preparing the quotation:

2.2.1 Our costs increase as a result of currency fluctuations, fuel price rise or changes in taxation or freight charges beyond our control.

2.2.2 We supply any additional services not previously mentioned/agreed (including extra man power/extra loading space/re-attendance/extra packaging materials/packing service; disassembling/re-assembling of the furniture/ taking up or down the stairs, etc).

2.2.3 Difficult access/access via stairs/ long corridors/tight corridors and corners which involves extra time.

2.2.4 Customers must give an approximate time the furniture may be moved into the new premises. If time is agreed to be 1pm, we will ensure your house is clear of furniture by that time. **We do not charge waiting time and will not charge you anything extra unless we unload your belongings into your new property on the same day.** Storage and re-delivery charges will apply only if we are unable to unload your possession into your new property on the same day and we will have to take your belongings into store or keep them in our vehicles until the unloading is possible.

2.2.5 Access to the collection or delivery point is inadequate or the approach is unsuitable for our vehicles.

2.2.6 Any parking or other fees or charges that we have to incur or may incur and pay in order to carry out the services you require. In all these circumstances you will be responsible for the extra charges.

### **3. Work excluded from our quotations.**

Unless previously agreed in writing we will not:

3.1 Dismantle or assemble furniture, fittings or fixtures (and in any event these works will not be covered by any insurance provided).

3.2 Disconnect or reconnect appliances, fittings or equipment. (Disconnection of washing machines can be carried out at staff's discretion but no liability for damage to the property or the item will be accepted – no insurance cover is applicable).

3.3 Take down or re-hang curtains, blinds or other window coverings.

3.4 Move or store any items excluded under Clause 4.

3.5 Move any item which cannot be moved safely or the removal of which may damage the item or its or their surroundings.

3.6 Removal of doors, windows or fixtures to allow items to be moved. (These works will not be covered by any insurance provided.)

3.7 Enter loft space.

3.8 Pack into boxes/crates/bags.

3.9 Wrap and protect with stretch film/bubble wrap/cardboard.

#### **4. Excluded Items.**

The following items are specifically excluded from these Terms and Conditions and will not be removed:

4.1 Antiques, jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, or goods or collections of a similar kind.

4.2 Potentially dangerous, damaging or 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 Furs, perfumery, wines, spirits, tobacco, cigars, cigarettes, foodstuffs, perishable goods. If you submit such goods without our knowledge we will not be liable for any loss or damage. 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, & 4.6.

4.7 Breakage/damage of owner self packed Goods unless the box/container/package shows clear signs of external damage.

## **5. Customer's responsibility.**

5.1 Declare to us the proper value of the Goods and provide us with a full list and printed declaration of the value of your Goods of these items prior to the removal.

5.2 Obtain at your expense, complete and submit 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.

5.5 Package all goods appropriately for the transportation unless we agreed to provide this service. **If any items are transported unprotected no liability for loss or damage can be accepted.**

## **6. Ownership of the Goods.**

By accepting our quote 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 confirmation 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 your house removal in less than 7 days you will lose your deposit. If you postpone, cancel on your removal date or fail to cancel in writing, then you will be charged the full amount of your removal.

7.2 If you postpone or cancel your house removal and give us 7 days notice we will refund your deposit or book an alternative date subject to availability.

## **8. Payment of Removal Charges.**

8.1 You are required to pay cash or bank transfer on arrival at the delivery address of your Goods. We reserve the right to retain all Goods until the full payment is received, this means that you will pay before we unload our removal van.

8.2 In the event of no payment, partial payment, late payment claims for loss or damage will not be accepted.

8.3 Long distance removals will require 20% deposit up front and 80% on arrival at the delivery address.

## **9. Our liability for loss or damage.**

### **9.1 Restricted Liability.**

9.1.1 If you do not provide us with a printed declaration of value of your Goods or you do not require us to accept Regular Liability pursuant to clause 9.2, then in the event that we lose or damage your Goods through our negligence, we will pay you up to a maximum of £50.00 sterling towards the total cost of repairing or replacing.

9.1.2 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.

9.1.3 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:

9.1.3.1 Fire (unless our removal van is on fire).

9.1.3.2 War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or

military coup, act of God, pandemic, industrial action or other such events outside our reasonable control.

9.1.3.3 Normal wear and tear, natural or gradual deterioration, leakage or evaporation from perishable or unstable Goods. This includes Goods left within the furniture or appliances.

9.1.3.4 Cleaning, repairing or restoring unless we did the work.

9.1.3.5 Moth or vermin or similar infestation.

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

9.1.4 Additionally we will not be liable for any loss of or damage to:

9.1.11 Any Goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by us.

9.1.12 Antiques, 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.

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

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

9.1.15 Plants.

9.1.16 Refrigerated or frozen food or drink.

9.1.17 Loss or damage to self assembly furniture or its parts unless dismantled by us.

9.1.18 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.

## **9.2 Regular Liability.**

9.2.1 If you provide us with a printed declaration of the value of your Goods and you agree to pay an additional charge which will be determined based on the value of the goods, on top of your removal quote. The amount of our liability to you will be as follows:

9.2.1.1 In the event of loss or damage caused by our negligence, 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 £1,000 (unless we have agreed a higher amount with you in writing).

9.2.1.2 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.

9.3 Any liability under clause 9.1 or 9.2 above is expressly subject to all or any other applicable exclusions set out elsewhere in these Terms and Conditions.

## **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 through no fault of ours we are unable to deliver your Goods, we will take them into storage. These Terms and Conditions 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/reported immediately on the delivery receipt and confirmed in writing to us within seven days unless you request a reasonable extension which we agree to, 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 to, 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 these Terms and Conditions. These include any charges that we have paid out on your behalf. While we hold the Goods and wait for the 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. Sub-contracting the work.**

14.1 We reserve the right to sub-contract some or all of the work for which we have provided a quotation without notifying you. This may occur if we encounter mechanical problems with our removal van which cannot be fixed.

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

## **15. Storage services.**

We do not provide our own storage facilities, but will be happy to recommend a suitable local storage company.

For your information the storage company will:

- Require 1 month's payment up front
- Store your furniture for a minimum of 14 days
- Expect 14 days notice on request to leave
- Refund any remaining cost paid in excess of storage time used

## **16. Whole Terms and Conditions.**

These Terms and Conditions together with our quotation are intended to form the whole agreement between us and to prevail over any verbal discussions. We should 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.

**Our Insurances do not cover transportation of Flammables, Compressed Gas, Oil, Sprays, Petrol, Paint, Hazardous Materials, Weapons and Explosives.**