

# M25 Movers, Economy Terms and Conditions

## M25 Movers Limited – Terms of Business –Economy Division

### Introduction

These conditions explain the rights, obligations, & responsibilities of all parties to this Agreement. Where we use the word “you” or “your” it means the Customer: “we”, “us”, “our” or “M25 Movers” means M25 Movers Limited and include all Companies and subsidiaries bearing the M25 Movers name or variant. “Work” means moving, collection, delivery, shipping, packing, storage or related services. These terms & conditions can be varied or amended but only subject to prior written agreement.

Your attention is drawn to Clauses 8, 9, 10 & 11 which limit our liability & you should therefore consider specialist insurance to cover Your goods or premises. If arranged this insurance will form a separate agreement between you & the Insurers & Separate conditions will apply. As we aim to reduce use of all natural resources many of our records are electronic & thus when documents of any sort are referred to in this agreement this includes emails, pages on our website or the screens & memory of handheld portable computing &/or communication devices.

### 1. Basis For & Payment of Our Charges

1.1 Most of our services are provided without an advance site survey. Our charges for such moves are based on actual materials used & labour & vehicle time taken to complete the work unless otherwise agreed & confirmed by us in writing our time-based charges start from arrival at first collection point until departure from last delivery point & includes all travelling time including time spent in traffic, any time spent maintaining the vehicle’s load-space in a tidy & safe condition as necessary throughout & at the end of the work, refuelling the vehicle, time spent retrieving from or delivering to warehouses if the work involves property in storage. Please note that weekend collection/delivery may involve substantial additional time & cost.

1.2 A minimum charge is payable & you will pay this as a deposit at the time of booking. This will generally be the total value of your move as estimated by you and in accordance with the hours you estimate that it will take to complete your move. If more money is owed, this will be payable upon completion of your move.

1.3 If you book via our website or request a quote on the telephone we will provide you with A time estimate & breakdown of our charges (including hourly rate) & the amount of the deposit we require. Since this estimate is based on broad standard industry costing principles applied to information you provide & without exact knowledge of the individual circumstances of your site or individual requirements, this estimate is not binding on us & the price & time charge rates are not fixed; they may vary depending on different factors. If the Work is completed in less time while the chargeable time may decrease the time charge rates may increase, if the Work is completed in more time the chargeable time may increase but time charge rates may decrease.

1.4 When we provide a Quotation, unless otherwise stated,

1.4.1 It does not include insurance, Customs duties & inspections or any other fees or taxes payable to government bodies.

1.4.2 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 & confirmed by us in writing.

These include:

1.4..2.1 Changes in our availability due to supply and demand factors.

1.4.2.2 Our costs change because of currency fluctuations or changes in taxation or freight charges beyond our control.

1.4.2.3 The Work (including handling of or access to property in storage) is carried out at your request on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00-18.00hrs) or after the Quotation is issued you change the date or time of the Work.

1.4..2.4 We have to collect or deliver goods at your request above the ground floor & first upper floor.

1.4.2.5 If you deliver or collect some or all of the goods to or from the warehouse, we are entitled to make a charge for receiving or handing them over.

1.4.2.6 We supply any additional services, including Work arising from extra goods (these conditions apply to such Work).

1.4.2.7 The stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles &/or containers to load &/or unload within 20 metres of the doorway.

1.4.2.8 We have to pay parking or other fees, charges, penalties & fines in order to carry out services on your behalf.

1.4.2.9 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed Work.

1.4.2.10 We agree in writing to increase our limit of liability set out in Clause 8.1.

1.4.2.11 In any such circumstances, adjusted charges may apply & become payable.

2. Work We Will Not Carry Out & Which Is Not Included In Any Estimate or

### Quotation Unless Specifically Stated

2.1 Unless agreed by us in writing & you pay an additional charge we will not:

2.1.1 Dismantle or assemble any furniture.

2.1.1.1 Undertake any packing work.

2.1.2 Dis/re-connect, dismantle/re-assemble appliances, fixtures, fittings or equipment.

2.1.3 Take up or lay fitted floor coverings.

2.1.4 Move items from a loft, unless properly lit & floored & safe access is provided.

2.1.5 Move or store any items excluded under Clause 4. Our staff are not authorised or qualified to carry out the above Work & if they do so it is without our consent & we accept no liability for it.

2.2. We will dispose of goods or waste but subject to written confirmation & payment of additional charges & disposal fees.

2.3. We will not carry out any Work involving a site, consignment or circumstances which in the view of our staff is likely to prejudice health & safety or cause breach of any law.

2.3.1 We retain the right not to commence or not to continue any Work for reasons of health & safety or legality & we shall be entitled to retain any deposit & charge for any Work done up to that point.

### 3. Your Responsibility

3.1 It will be your sole responsibility to ensure that you, personally or through an authorised representative:

3.1.1 Declare to us, in writing, the value of the goods subject of the Work. If it is subsequently established that the actual value of the goods removed or stored is greater than the actual value you declare, you agree that our liability under clause 8.1 & 8.2 will be reduced to reflect the proportion that your declared value bears to their actual value.

3.1.2 Arrange adequate insurance cover for the goods subject of the Work, against all insurable risks as our liability is limited under clauses 8.1 & 8.2.

3.1.3 Obtain at your own expense, all documents, permits, permissions, licences, Customs documents necessary for the Work to be completed.

3.1.4 Remain present or represented preferably during the Work but certainly at the collection & delivery phases.

3.1.5 Sign our agreed inventories, receipts, job sheets, time sheets or other relevant documents by way of confirmation of collection or delivery of goods or labour or vehicle time. If you do not sign any of these items for any reason you authorise our representative to sign them on your behalf & any charges or other consequences arising will be as if you had signed yourself.

3.1.6 Take all reasonable steps to ensure that nothing that should be removed is left behind & nothing is taken away in error.

3.1.7 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or Workmen are, or will be present.

3.1.8 Prepare adequately & stabilise all appliances or electronic equipment prior to the Work.

3.1.9 Empty, properly defrost & clean refrigerators & deep freezers. We are not responsible for the contents.

3.1.10 Provide us with a telephone number & contact postal and email address for correspondence during removal transit &/or storage of goods.

3.1.11 Truthfully & conscientiously complete the questions in the Online Booking Form if you book online.

3.1.12 Arrange for the necessary parking space for our vans on both pickup and delivery address.

3.1.12.1 Disassemble all relevant items prior to us arriving at your property, so that they are ready to be moved

3.1.13 When choosing to do your own packing, we will send you instructions demonstrating how to correctly pack. If you pack incorrectly and as such, the goods do not fit into our vans, you may incur extra costs.

3.1.14 M25 Movers cannot be held responsible for any damage to you or the goods when you're assisting in removing items. And for safety reasons, only members of our M25 Movers team can enter in the back of the van, not clients. Except right at the end of the move when we'll ask you to check the van. And even then, you'll need one of our guys escorting you.

3.2 Other than by reason of our negligence or breach of this contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities & may cancel the Work at our discretion without any further liability to you.

#### **4. Goods Not to be submitted**

4.1 Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for Work by us & we will under no circumstances agree to Work on them. The items listed under 4.1.1 below may present risks to health & safety & or fire. Items listed under 4.1.2 to 4.1.6 below carry other risks & you should make your own arrangements as to their disposition.

4.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms & ammunition.

4.1.2 Jewellery, watches, precious stones or metals, money, deeds, securities, bonds, tickets, stamps, coins, or goods or collections of any similar kind.

4.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

4.1.4 Perishable items &/or those requiring a controlled environment.

4.1.5 Any animals, birds or fish.

4.1.6 Goods which require special licence or government permission for export or import.

4.2 If we do agree to carry out Work on such goods, we will not accept liability for loss or damage unless we are negligent or in breach of contract, in which case all these conditions will apply. If you submit such goods without our knowledge we will make them available for your collection & 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 to us any charges, expenses, damages, legal costs or penalties incurred by us.

#### **5. Ownership of the Goods**

5.1 By entering into this Agreement, you guarantee that:

5.1.1 The goods subject to the Work are your own property, or

5.1.2 The person(s) who own or have an interest in them have given you authority to make this contract & have been made aware of these conditions.

5.1.3 You will pay us for any claim for damages &/or costs brought against us if either warranty 5.1.1 or 5.1.2 is not true.

## 6. Charges If You Postpone Or Cancel

6.1 Once you have booked if you wish to cancel or postpone there will be two consequences. Firstly the rates we have offered you are based on costs which vary according to date & time of day & availability of resources. If you vary these then our charges will almost certainly change & we may require an increased deposit.

Secondly such changes will incur administration charges. These are set out below.

6.1.1 All changes or cancellations must be made in writing to our email account. The charges will be as follows:

- a) Cancelled or postponed 7 working days or more before the day on which the Work was due to commence – No charge
- b) Cancellation or Postponement less than 7 working days but more than 4 days before the day on which the Work was due to commence – 100% of deposit amount.
- c) In order to change the date of your move, a further deposit will be payable.
- d) Cancellation or Postponement less than 4 working days before the day on which the Work was due to commence – up to 100% of the Removal Charge.
- e) We will charge this Cancellation fee to your credit or debit card.
- f) Any such charges shall be subject to the payment requirements of clause 7 below.

## 7. Payment Timing, Method & List of additional charges

7.1 Unless otherwise agreed by us in writing:

7.1.1 Payment is required by cleared funds in advance of the removal or storage period although we may under certain circumstances commence Work on payment of a deposit & accept payment of the balance of our charges on completion of the Work. In all circumstances payment must be made before the moving crew has left your property.

7.1.1.1 If your move requires any external service, such as a ferry, payment for this must be provided to us at the time of reservation.

7.1.2 Payment for your move can be in the form of bank transfer (prior to moving day), Credit cards (Visa & Master card with minimum of £250.00 plus 4% surcharge) Debit card (£10.00 administration fee) or cash only.

7.2 In the event that you do not pay us when payment is due, you will be liable to pay us the following ongoing fees until payment has been made in full:

7.2.1 An administration charge of £15.00 for each occasion that we communicate or attempt to communicate with you by post, email or telephone

7.2.2 Interest on the overdue amount at the rate of 12.5% per month accruing on a daily basis.

7.2.3 If at any time further to the completion of your move, we find that, due to either our error or yours, full payment was not received, we will inform you of this via email and immediately charge your credit or debit card for the full amount owed.

7.2.4 If you are unhappy with the service provided or have a claim to make against the Company, you must still fully pay for your move at the time of your move.. You will then be able to make use of our claims process.

7.3 List of additional charges

7.3.1 Credit card Charge: All transaction (excl. Move deposit) made by Credit card are subject to a %4 processing fee

7.3.2 Waiting time: In any event where our vans/crews are being delayed due to logistical issues that are not of our own making (i.e. no house keys, house cleaning) a charge of £60 per hour (£1 per minute) will be added to your total. For moves outside the M25 belt a charge of £90.00 per hour will apply.

## 8. Our Liability for Loss or Damage

8.1 Our liability for loss or damage is limited, as set out in clause 8.1.1 below. Alternatively, you may request us to increase our liability, as set out in clause 8.1.2:

8.1.1 In the event of our negligence or breach of contract resulting in loss of or damage to your goods, we shall not be liable for the first £500 of any claim and for any claim exceeding this amount we shall pay a sum equivalent only to 60 pence per lb goods (item weight) or for the cost of their repair (which of these alternatives being entirely at our discretion) and up to a maximum of £5,000.

8.1.2 Under no circumstances will we be liable for any charges other than cost of repair or replacement, such as transport and delivery costs etc.

8.1.3 We will not unreasonably withhold consent to such requests. These changed liabilities are not insurance cover & you are strongly advised to ensure that your property is adequately insured during the removal & to show this contract to your insurance company.

8.2 For goods destined to, or received from a place outside the United Kingdom.

8.2.1 We will accept liability for loss or damage

(a) arising from our negligence or breach of contract whilst the goods are in our physical possession, or

(b) whilst the goods are in the possession of others if the loss or damage is established to have been caused by our failure to pack the goods to a reasonable standard where we have been contracted to pack the goods that are subject to the claim.

In either circumstances clause 8.1.1 & 8.1.2 above will apply.

8.2.2 Where we engage an international transport operator, shipping company or airline to convey your goods to the place, port or airport of destination, we do so on your behalf & subject to the terms & conditions set out by that carrier.

8.2.3 If the carrying vessel/conveyance, should for reasons beyond the carrier's control, fail to deliver the goods, or route them to a place other than the original destination, you have limited recourse against the carrier, & may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance & cargo) & salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks & it is your responsibility to arrange adequate marine/transit insurance cover.

8.2.4 We do not accept liability for goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract.

8.3 For the purposes of this Agreement an item is defined as:

8.3.1 The entire contents of a box, parcel, package, carton, or similar container; &

8.3.2 Any other object or thing that is moved, handled or stored by us.

## 9. Damage to Premises or Property other than Goods

9.1 Because third party contractors are frequently present at the time of collection or delivery our liability for loss or damage is limited as follows:

9.1.1 Where third party contractors are present, we will not accept any responsibility for loss or damage if it is not reported to us while the movers are present;

9.1.2 If we cause loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract, our liability shall be limited to making good to a reasonable standard, the damaged area only. We will not, however, in any circumstances, undertake or pay for painting work.

9.1.3 If we cause damage as a result of moving goods under your express instruction, against our advice, & where to move the goods in the manner you have instructed is likely to cause damage, we shall not be liable.

## 10. Exclusions of Liability

10.1 Other than as a result of our negligence or breach of contract we will not be liable for any loss, damage or failure to produce the goods if caused by any of the following circumstances

10.1.1 By fire howsoever caused

10.1.2 By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion &/or military coup, Act of God, third party industrial action or other such events outside our reasonable control.

10.1.3 By normal wear & tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.

10.1.4 By moth or vermin or similar infestation.

10.1.5 By cleaning, repairing or restoring unless we arranged for the Work to be carried out.

10.1.6 By change to atmospheric or climatic conditions.

10.1.7 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed by us using materials supplied by us & unpacked by us at the time of delivery.

10.1.8 For electrical or mechanical derangement to any appliances, instrument, clock, computer or other equipment unless there is evidence of related external damage.

10.1.9 For any goods which have a pre-existing defect or are inherently defective.

10.1.10 For animals & their cages or tanks including pets, birds or fish.

10.1.11 For plants.

10.1.12 For perishable items &/or those requiring a controlled environment.

10.1.13 For items referred to in Clause 4.

10.1.14 For items made of pressed wood. (for example certain items made by IKEA)

10.1.15 For damages or costs resulting indirectly from, or as a consequence of, loss, damage, or failure to produce the goods including but not limited to loss of use or amenity or to loss of profit or anticipated profit.

10.2 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.

10.3 Our liability will cease upon handing over goods from our warehouse (see Clause 11.2 below).

10.4 Where claims against us are made by anyone other than you & your agent in respect of goods or services provided by us under this agreement you will be liable to pay & indemnify us against any charges, expenses, damages or penalties claimed against us unless you can prove that we were negligent.

## **11. Time Limit for Claims, their Assessment & Quantification**

These clauses shall be disapplied where a shorter time period is noted elsewhere in this document.

11.1 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.

11.2 If you or your agent collects the goods, you must notify us in writing of any loss or damage at the time the goods are handed to you.

11.3 Notwithstanding clauses 8, 9 & 10 we will not be liable for any loss of or damage to the goods or to your property unless a claim is notified to us, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) & in any event within seven (7) days of delivery of the goods by us.

11.4 The time limit for notifying us of your claim may be extended upon receipt of your written request provided such request is received within seven (7) days of delivery. Consent to such a request will not be unreasonably withheld.

11.5 If you have a claim for damage you must provide us with access to assess it within 2 weeks of discovery.

11.6 We shall not be responsible for any claim not fully quantified by you within 1 month of discovery.

## **12. Delays in Transit, Collection or Packing Materials**

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

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

12.3 If your goods are in our storage, we require two weeks' notice of your chosen delivery date. In these circumstances we will use our best endeavours to deliver your goods on your chosen date, but cannot guarantee that we will do so. We will only release your goods if payment is up to date.

12.4 If, for whatever reason we are unable to deliver your goods on the agreed date, we will under no circumstances be liable for costs that you incur as a result of our failure to do so, such as hotel or other rental charges or solicitor or estate agent costs.

## **13. Our Right to Hold the Goods (Lien)**

We shall have the right to withhold &/or ultimately dispose of some or all of the goods until you have paid all our charges & any other payments due under this or any other Agreement. (See also Clause 22). These include any charges that we have paid out on your behalf. While we hold the goods you will be liable to pay all storage charges & other costs incurred by our withholding your goods & these terms & conditions shall continue to apply.

## **14. Disputes**

If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it for determination by an arbitrator appointed by the Chartered Institute of Arbitrators. If you choose to follow this route, it will be at your cost. Recourse to arbitration is subject to certain limits, current details of which are available upon request from the Chartered Institute of Arbitrators. This does not prejudice your right to commence court proceedings.

## **15. Our Right to Sub-Contract the Work**

15.1 We reserve the right to sub-contract some or all of the Work.

15.2 If we sub-contract, then these conditions will still apply.

## **16. Route & Method**

16.1 We have the right to choose the method & route by which to carry out the Work.

16.2 Unless it has been specifically agreed otherwise in writing in our Quotation, other space/volume/capacity on our vehicles &/or the container may be utilised for consignments of other customers.

## 17. Advice & Information for International Removals

We will use our reasonable endeavours to provide you with up to date information to assist you with the import/export of your goods. Information on such matters as national or regional laws & regulations which are subject to change & interpretation at any time is provided in good faith & is based upon existing known circumstances.

It is your responsibility to seek appropriate advice to verify the accuracy of any information provided.

## 18. Applicable Law

This contract is subject to the laws of England & Wales.

## 19. Your Forwarding Address

19.1 If you send goods to be stored, you must provide an address for correspondence & notify us if it changes. All correspondence & notices will be considered to have been received by you seven days after sending it to your last address recorded by us.

19.2 If you do not provide an address or respond to our correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the goods were removed. Such notice will be considered to have been received by you seven days after the publication date of the newspaper. If we are unable to contact you, we will charge you any reasonable costs incurred in establishing your whereabouts.

## 20. List of Goods (Inventory) or Receipt

For moves into storage, we will produce a list of your goods (inventory) or a receipt & provide it to you at the time of your move into storage. It will be accepted as accurate unless you notify us immediately (before the movers have left).

## 21. Revision of Storage Charges

We review our storage charges periodically. You will be given 1 months' notice in writing of any increases.

## 22. Our Right to Sell or Dispose of the Goods

If payment of our charges relating to your goods is in arrears, & on giving you one months' notice, we are entitled to require you to remove your goods from our custody & pay all money due to us. If you fail to pay all outstanding amounts due to us, we may sell or dispose of some or all of the goods without further notice. If in our reasonable opinion or the opinion of a competent adviser any item or goods is or are either of no resale value or the costs of sale would exceed the likely benefit obtained, we are then entitled to dispose of such goods or items as we see fit. If we do sell your goods we shall make reasonable efforts to sell in the appropriate market, however we shall not be obliged to take any steps other than those which may be reasonable in this respect & we shall have no obligation to seek any expert opinion before any sale is effected nor shall we be liable to you if for any reason the sale does not realise any particular or anticipated or estimated valuation. We

shall be entitled to make a reasonable charge for valuation (if appropriate), administration, delivery & all other Work in relation to sale or disposal. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account & any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance from you.

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