

These conditions explain the rights, obligations and responsibilities of all parties to the Contract. A contract is a two-way arrangement and it is important that everyone knows where they stand. Where we use the word 'you' or 'your' it means the Customer; 'we', 'us' or 'our' means Eurosurvs. These terms and conditions can only be varied or amended by prior written agreement.

## **1. Our Quotation**

Our offer is subject to availability of resource. It does not include when applicable customs duties or inspections, or any other fees or taxes payable to government bodies. Insurance is shown separately. We may change the price or make additional charges if any of the following have not been taken into account when preparing our quotation, are confirmed by us in writing and which increase our costs:

- (a) Except the quote within 6 months
- (b) By your delay the work is not carried out or completed within the six months
- (c) Our costs increase (or decrease) because of currency fluctuations or changes in taxation or freight charges beyond our control.
- (d) The work is carried out on a Saturday, Sunday or Public Holiday at your request.
- (e) We have to collect or deliver goods above the ground and first upper floor, at your request.
- (f) We supply any additional services, including moving or storing extra goods. (These conditions apply to such work.)
- (g) 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 and/or containers to load and/or unload within 20 metres of the doorway, and this means we have to do extra work.
- (h) Any parking or other fees or charges that we have to pay in order to carry out services on your behalf.
- (i) There are delays or events outside our reasonable control.
- (j) We agree in writing to increase our limit of liability set out in Clause 8 (a).

In all these circumstances you agree to pay for the adjusted charges that may apply

## **2. Work not included in the quotation**

Unless agreed by us in writing we will not:

- (a) Dismantle or assemble unit or system furniture, fitments or fittings.
- (b) Disconnect, reconnect, dismantle or reassemble appliances, fixtures, fittings or equipment.
- (c) Move storage heaters unless they are dismantled.
- (d) Take up or lay fitted floor coverings.
- (e) Move items from a loft unless it is properly lit and floored and safe access is provided.
- (f) Move or store any items excluded under Clause 4.

Our staff are not authorised and may not be qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services and it is subject to a separate agreement.

## **3. Your responsibility**

It will be your sole responsibility to:

- (a) Declare to us the correct value of the goods being moved and/or stored or our liability will be reduced proportionally.
- (b) Arrange adequate insurance cover for the goods submitted for moving transit and/or storage against all insurable risks as our liability is limited under clauses 8(a) & 8(b).
- (c) Obtain at your own expense all documents, permits, permissions, licences, customs documents when necessary for the move to be completed.
- (d) Be present or represented during the collection and delivery process. You agree that anyone signing documentation on your behalf does so as your agent.

- (e) Take all reasonable steps to ensure that nothing that should be moved is left behind and nothing is taken away in error.
- (f) 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.
- (g) Prepare adequately and stabilise all appliances or electronic equipment prior to their movement.
- (h) Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
- (i) Provide us with a contact address for correspondence during transit and/or storage of goods.

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 your failure to discharge these responsibilities.

#### **4. Goods not to be submitted for removal or storage**

The following items are specifically excluded from this contract:

- (a) Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind.
- (b) Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
- (c) Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
- (d) Perishable items including refrigerated or frozen food or drink.
- (e) Any animals, birds or fish.
- (f) Goods which require special licence or government permission for export or import.

Such goods will not be moved by us except with our prior written agreement. In the event that we do move such goods we will not accept liability for loss or damage wholly or mainly attributable to the special nature of the goods concerned. If you submit such goods without our knowledge and prior written agreement we will not be liable for any loss or damage and you will indemnify us against any charges, expenses, damages or penalties claimed against us. In addition we shall be entitled to dispose of (without notice) any such goods which are listed under paragraphs 4(b), 4(c) or 4(d) at your expense.

#### **5. Ownership of goods**

By entering into this contract you guarantee that:

- (a) The goods to be moved and/or stored are your own property or
- (b) The person(s) who own or have an interest in them have given you authority to make this contract and have been made aware of these conditions.

You will meet any claim for damages and/or costs brought against us if either of these declarations are not true.

#### **6. Charges if you postpone or cancel the move**

If you postpone or cancel this contract we may charge you according to how much notice is given:

- (a) 15 or more days before the move was due to start no eurosurv charge.
- (b) Less than 15 days but more than 7 days before the move was due to start 30% of the quotation.
- (c) Less than 8 days before the move was due to start 60% of the quotation.

NB We will deduct any third party charges when we can cancel them without cost.

#### **7. Paying for our Services**

Unless otherwise agreed by us in writing.

- (a) Payment is required on the day of the removal by BACS or cash.
- (b) You may not withhold any part of the agreed price.
- (c) In respect of all sums which are overdue to us we will charge interest calculated on a daily basis at 4% per annum above the base rate for the time being of the National Westminster Bank Plc.

## **8. Our Liability for Loss or Damage**

Our liability for loss or damage is limited as set out in Clause 8(a) below. Alternatively you may request us to increase our liability, as set out in clause 8(c) below, subject to our express written agreement in advance of carrying out the move and/or storage and payment of an additional charge.

- (a) In the event of our losing or damaging your goods, due to our negligence or breach of contract, we will pay you their value up to a maximum sum of £40 sterling for any one item, suite, set or complete case or other container and its contents whichever is the smaller sum to cover the cost of repairing or replacing that item, or
- (b) We may choose to repair or replace the damaged item. If an item is repaired we are not liable for depreciation in value.
- (c) Always subject to receiving your itemised valued inventory and request in writing to increase our liability prior to the move and/or storage commencing we may offer to extend our maximum liability to the value declared by you to us. This is not an insurance on the goods and you are strongly advised to accept the insurance offered in our quotation or if arranging insurance cover yourself, you are advised to show this contract to your insurance company.

Extra conditions that apply to moves to/from a country outside the United Kingdom

- (a) We will accept liability only for loss or damage to goods when they are in our actual possession and if it can be proven that we were negligent. In such instances we will accept liability as in condition 8(a), 8(c) above. We are not liable for any loss, damage or failure to produce the goods if it is caused by those circumstances set out in condition 10.
- (b) Where we engage an international transport operator, shipping company or airline to convey your goods to a place, or point of destination, we do so on your behalf and subject to the terms and conditions set out by that carrier.
- (c) 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 that carrier and may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel / conveyance and cargo) and salvage charges or the additional cost of onward transmission to the place port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit insurance cover.
- (d) We do not accept any liability for goods confiscated, seized, damaged, or removed by Customs Authorities or any other Government Agencies.

## **9. Damage to premises or property other than the goods moved**

- (a) We will not be liable for any damage to premises or property other than goods submitted for moving and/or storage unless we have been negligent or in breach of contract. Our liability is limited to making good the damaged area only.
- (b) If we cause damage as a result of moving goods under your express instruction against our advice and where to move the goods in the manner instructed is likely to cause damage we shall not be liable.
- (c) If we are responsible for causing damage to your premises or to property other than goods submitted for moving and/or storage you must note this on the worksheet or delivery receipt. This is fundamental to the contract.

## **10. Exclusions of Liability**

Other than by reason of our negligence or breach of contract we will not be liable for any loss, damage or failure to produce the goods if it is caused by any of the following circumstances;

By fire howsoever caused.

- (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) 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.
- (c) By moth or vermin or similar infestation.
- (d) By cleaning, repairing or restoring unless we did the work.
- (e) By atmospheric or climatic conditions.
- (f) Any goods or articles in any item which has not been packed or unpacked by us, this includes goods left within furniture or appliances, and includes freezers.
- (g) For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
- (h) To jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of a similar kind howsoever caused unless you have previously given us full particulars with value and we have confirmed that we accept responsibility as in conditions 8(a) or 8(c) above.
- (i) To any goods which have a relevant proven defect or are inherently defective.
- (j) Kit or system furniture, even when you have given written instructions to dismantle and reassemble, we cannot be liable for the quality when reassembled.
- (k) To animals and their cages or tanks including pets, birds or fish.
- (l) To plants.
- (m) To refrigerated or frozen food or drink.

No employee of Eurosurv shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this contract.

#### **11. Time limits 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 from our warehouse you must note any loss or damage at the time the goods are handed to you.
- (c) Notwithstanding Clause 8, 9 & 10 we will not be liable for any loss or damage to the goods unless a claim is notified to us or our overseas correspondent 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 (7) days of delivery of the goods by us.
- (d) The time limits referred to in Clauses 11(a), 11(b) and 11(c) above shall be essential to the contract.
- (e) Upon your written request we may at our discretion agree to extend your time for compliance with Clause 11(c) PROVIDED your request is received within the time limits provided for and subject to this proviso we will not unreasonably refuse such a request.

#### **12. 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 the goods we will put them into store. The contract will then be fulfilled and any additional service(s) including storage and delivery will be at your expense.

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

We shall have a right to withhold and / or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other contract. 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 and other costs incurred by our withholding your goods and these terms and conditions shall continue to apply. (See also Clause 23)

#### **14. Disputes**

If there is a dispute arising from this agreement which cannot be resolved, either party may refer it to the low cost independent Alternative Dispute Resolution (ADR) scheme provided by the British Association of

Removers (BAR). Under this scheme, the case will be determined by an accredited ADR organisation. Recourse to the independent ADR scheme is subject to certain limits, current details of which are available upon request from BAR. Tel: 01923 699486, Fax: 01923 699481.

Email: [consumer.affairs@bar.co.uk](mailto:consumer.affairs@bar.co.uk) ADR does not prejudice your right to commence court proceedings. ,

### **15. Our right to sub-contract work**

- (a) We reserve the right to sub-contract some or all of the work.
- (b) If we sub-contract then these conditions will still apply.

### **16. Route and Method**

- (a) We have the full right to choose the 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 and/or the container may be utilised for consignments of other customers.

### **17. Advice and Information for International Moves**

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 and regulations which are subject to change and interpretation at any time is provided in good faith and 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 English and Welsh law and jurisdiction.

### **19. INSURANCE AND LIABILITIES**

YOUR ATTENTION IS DRAWN TO CLAUSES 8 + 9 + 10 (OUR LIABILITY) & 11 (TIME LIMITS). FOR THIS REASON WE STRONGLY RECOMMEND YOU TO INSURE YOUR GOODS, WHICH WE CAN ARRANGE SEPARATELY FOR YOU AT THE RATES QUOTED. INSURANCE IS A SEPARATE CONTRACT BETWEEN YOU AND INSURERS AND DIFFERENT CONDITIONS APPLY.

EXTRA CONDITIONS THAT APPLY TO THE STORAGE OF GOODS

### **20. Your forwarding address**

- (a) If you send goods to be stored you must provide an address for correspondence and notify us if it changes. All correspondence and notices will be considered to have been received by you seven days after sending it to your last address recorded by us.
- (b) 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 moved, at your expense.

### **21. Lists of Goods (Inventory) or receipt/**

Where we produce a list of your goods (inventory) or a receipt and send it to you it will be accepted as accurate unless you write to us within ten days of our sending, notifying us of any errors or omissions.

### **22. Storage Charges**

Storage charges are payable in advance by monthly direct debit unless otherwise agreed in writing. All charges including removal charges must be paid before the goods may be taken out of store. We review our storage charges periodically. You will be given 28 days notice in writing of any variations. It is compulsory for all

storage customers to pay for storage insurance themselves with whoever they choose to insure with as an additional charge.

### **23. Our Right to Sell or Dispose of the Goods**

On giving you 28 days notice we are entitled to require you to remove your goods from our custody and pay all money due to us. If you fail to pay all outstanding amounts due to us we are entitled to sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be available to you without interest. If the full amount is not received we can still seek to recover the balance from you.

### **24. Termination**

If payments are up to date we will not end this contract except by giving you three calendar months notice in writing. If you wish to terminate your storage contract you must give us at least 21 days notice. If we can release the goods earlier we will do so provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

### **25. Handling effects whilst in store and Handing Out Charges**

Where we are required or requested to move your effects that are stored (for example to retrieve item(s) for sale, disposal or removal by yourself, or an appointed authorised third party) or to hand them out of store, we will make a charge for the costs we incur during this process and before we release any item. Our liability will cease upon handing over the goods.