

SUMMARY OF INSURANCE COVER – Larger copy available www.jasteelandson.co.uk/insurance-terms or call 020 8364 7007 13/05/2026

If you purchase the insurance arranged by the remover (herein referred to as “the Company”) on your behalf for loss of or damage to your property the insurance conditions set out below will apply. Please note that irrespective of whether or not you purchase this insurance the liability of the Company for loss of or damage to your property whilst in our care, custody or control is limited by their trading conditions which form part of their contract with you.

The Insured acknowledges that if this Policy is considered insufficient, obtaining alternative or supplemental coverage is solely their responsibility and expense. Excluded items may be covered under Your home insurance policy.

SUBJECT TO YOU GIVING THE COMPANY INSTRUCTIONS TO INSURE, they can arrange on your behalf insurance Underwritten by Amica for AXA Versicherung AG and Others to cover physical loss or damage to your property within their “Open Cover” insurance arrangements as summarised below. You may inspect the policy at their office on request. Please note, the cover provided by Us is optional.

TOTAL SUM INSURED

As declared to the Company on the acceptance form. Unless confirmed in writing by the Company prior to the move the sum insured shall not exceed:

- Household Removals & Storage: £5,000 any one customer
- Office/Commercial Removals: £5,000 any one vehicle load

A limit of GBP 250 applies to any one item, pair or set, unless declared to us otherwise.

COVER - All Risks of physical loss or damage in transit or store anywhere in the United Kingdom, Northern Ireland, The Channel Islands, The Isle of Man, member States of the European Union, Scandinavia & Switzerland subject to exclusions overleaf.

OWNER PACKED PROPERTY Loss of damage arising from the following is excluded: Breakage, scratching, denting, chipping, staining and tearing unless directly caused by fire or collision or overturning of the transporting conveyance. Missing items of cartons or packages unless an itemised valued list of contents of each carton or package is supplied by you to the Company prior to commencement of transit.

UNDER-INSURANCE It is a condition of the insurance that the sum insured represents the full total value of your property. If you fail to declare the full replacement value of your property, in the event of a claim you will only be entitled to recover from Insurers the proportion of the loss as the declared value bears to the total replacement value of your property.

BASIS OF CLAIMS SETTLEMENT The settlement of any claim shall be by replacement, repair and/or compensation, taking into consideration at underwriters option the age, quality, degree of use and consequent market value. This policy is not “new for old”.

Documents - Where any claim includes loss of or damage to documents the basis of settlement shall relate to the reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

POLICY EXCESS Insurers will not pay the first £150 of your claim but will not apply to loss or damage

caused by Fire, Flood, Escape of Water, Lightning or Explosion for UK storage customers

PAIRS & SETS LIMITATION CLAUSE Where any items of your property are part of a pair or set Insurers shall only pay for the actual items which are lost or damaged. No payment will be made by Insurers for any items which are part of a pair or set and which are not lost or damaged.

YOUR DUTY TO PROVIDE INFORMATION It is your duty to take reasonable care to answer all questions honestly and to the best of your knowledge and commercial customers must make adequate enquiries within your business to identify and verify that information relevant to the insurance of your property is disclosed. If you do not, your insurance policy may be cancelled or treated as if it never existed or your claim may be rejected or not paid in full. It is important that all statements you make on all documents are full and accurate. Failure to accurately provide requested information could invalidate your insurance cover and mean that part or all of a claim may not be paid.

STORAGE ACCESS As we will not be moving your items, we can not accept or process any claims for loss, damage, or missing items arising, during or after access, including where items are delivered or discovered at a later date.

CONSUMER RIGHT TO CANCEL Insurers have to give you certain information before you make your decision. If you have not been given this information when you buy your insurance (and you have not told the Company you do not want it) Insurers will allow you a “cooling off” period of at least 14 days from the time you receive the information. If you do not want to continue with the insurance, you may cancel your cover within this period and receive all your money back (as long as you have not made any claims).

You have the right to cancel this insurance without penalty at any time PRIOR TO THE COMMENCEMENT OF THE INSURANCE. Once the insurance has commenced, your right to cancel ceases and you will be charged the full premium for the insurance.

CLAIMS NOTIFICATION Unless a time extension has been requested by you, and agreed by the Company in writing, it is a general condition under this insurance that full details of any losses and/or damages for removals and storage must be notified in writing within 7 days of delivery or, in the case of non-delivery, within 7 days from when your property would normally be delivered - for the avoidance of doubt, day 1 is counted as the delivery Day.

CUSTOMER SERVICE AND COMPLAINTS

The customer must notify J.A.Steel and Son Ltd of any damage or loss as soon as possible and within 7 days of the incident or the date of delivery.

Notification should be made in writing to J.A.Steel and Son Ltd at orders@jasteelandson.co.uk

The customer must provide all relevant information to support their claim, including a detailed description of the damage or loss, photographs of the damaged goods, original receipts or estimates of the value of the damaged/lost items, the date of service, and any other pertinent details.

If the customer is not satisfied with the outcome of their claim, they may file a complaint: Complaints should be submitted in writing to Customer Service Manager at orders@jasteelandson.co.uk within 7 days of receiving the claim decision.

The complaint will be acknowledged within 2 days, and a full response will be provided within 7 days of the complaint’s receipt.

EXCLUSIONS No cover is provided for the following:

1. Jewellery, Watches, Precious Stones, Money, Coins, Bullion, Deeds, Bonds, Securities and Stamps of all kinds except whilst in store in a locked safe or strong room.
2. Furs, perfumery, tobacco, cigars, cigarettes, wines, mobile phones and spirits. It is agreed, however, that cover will be provided for these items where they are part of a household or office removal or storage contract subject to a limit of £10,000 any one customer, any one job.
3. Inherently fragile items affected by continued light, heat and age, including curtains, blinds, tracks, light fittings and separately including plants, livestock, explosives, and flammables.
4. Loss or damage sustained during dismantling and/or re-assembly of any self-assemble, professional assemble or flat packed furniture, including missing fixtures and fittings.
5. Any other property which you are not permitted to submit for removal and/or storage under the terms of the trading conditions of the Company.
6. Loss or damage caused by wear, tear, gradual deterioration (including the deterioration of contents of deep freeze units), inherent vice or latent defect, Mould and Mildew.
7. Loss or damage caused by moth, insect or vermin unless from an external cause.
8. Loss or damage caused by leakage of liquid from a receptacle or container unless packed by the Company.
9. Electrical, electronic, mechanical derangement and internal damage of any electrical or mechanical items unless there is evidence of external damage to the insured item or its packing
10. Loss of data records other than cost of blank data carrying materials.
11. Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority. This exclusion shall not apply to overseas removals whilst your property is waterborne.
12. Loss or damage in respect of property in storage caused by or resulting from Acts of Terrorism or any person(s) acting from a political motive. This exclusion shall not apply to storage in the ordinary course of transit as more fully set out in the Termination of Transit Clause (Terrorism).
13. Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage to your property
14. Depreciation following repair or restoration of a damaged item
15. Loss or damage or liability or expense directly or indirectly caused by or contributed to, by, or arising from:-
 - a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component thereof.
 - c. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - d. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
16. Loss or damage or expense directly, or indirectly, caused by or contributed to, by, or arising from:-
 - a. Any chemical, biological, bio-chemical or electromagnetic weapon.
 - b. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, computer virus or process or other electronic system.
17. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
18. Loss or damage resulting from any work undertaken against the professional advice of the removal crew
19. CYBER
 1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
 2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
 3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
20. COMMUNICABLE DISEASE
 - 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of a Communicable Disease or from any fear or threat of a Communicable Disease;
 - 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a Communicable Disease;
 - 3) any liability for or loss, cost or expense arising out of, any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of a Communicable Disease or the fear or the threat of a Communicable Disease.As used in this Endorsement, a Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:
 - (i) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and
 - (ii) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and
 - (iii) the disease, substance or agent may, acting alone or in conjunction with other comorbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

I have read and retained a copy of your Terms and Conditions of contract and Insurance and agree to be bound by them.

SIGNED.....Full Name in Capitals.....DATE.....

Introduction

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the word 'You' or 'Your' it means the Customer: 'We', 'Us' or 'Our' means the Remover. These terms and conditions can be varied or amended subject to prior written agreement. **In Clauses 8, 9, 10, and 11 We limit or exclude Our liability for loss and damage. We recommend You arrange insurance to cover Your goods or premises. We are able to arrange insurance for Your benefit upon request. This insurance will be separate from this contract and subject to the terms and conditions of the policy.**

1. Our Quotation

- 1.1 Our quotation, unless otherwise stated, does not include insurance, cancellation/postponement waivers, customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies.
- 1.2 Our Quotation is valid for twenty-eight days from the date of issue. Unless already included in Our Quotation, reasonable additional charges will apply in the following circumstances:
 - 1.2.1 If the work does not commence within twenty-eight days of acceptance;
 - 1.2.2 Where We have given You a price including redelivery from store within Our Quotation and the re-delivery from store has not taken place within six months from the date of the issue of the quotation;
 - 1.2.3 Our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges beyond our control.
 - 1.2.4 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00-18.00hrs) at your request.
 - 1.2.5 We have to collect or deliver goods at Your request above the ground floor and first upper floor.
 - 1.2.6 If You or Your agents request collection or access to Your goods whilst they are in store;
 - 1.2.7 We supply any additional services, including moving or storing extra goods (these conditions apply to such work).
 - 1.2.8 The entrance or exit to the premises, 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 10 metres of the doorway.
 - 1.2.9 We have to pay parking or other fees or charges (including fines where you have not arranged agreed suspension of parking restrictions) in order to carry out services on Your behalf. For the purpose of this Agreement parking fines and waiting time will automatically be debited from the card held on file and a receipt provided.
 - 1.2.10 There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
 - 1.2.11 When we carry out a packing service in all instances we reserve the right to complete the packing service on the removal date.
 - 1.2.12 We agree in writing to increase Our limit of liability set out in Clause 8.1 prior to the work commencing;
- 1.3 You agree to pay any reasonable charges arising from the above circumstances.

2 Work not included in the quotation

- 2.1 Unless agreed by us in writing, we will not:
 - 2.1.1 Dismantle or assemble furniture of any kind- (Where we agree to undertake such work, items will be dismantled/reassembled to the best of our ability only)
 - 2.1.2 Disconnect/re-connect, dismantle/re-assemble appliances, fixtures, fittings or equipment - If agreed it will be based on pipework being operational /directly adjacent with no extra parts or work being required - re-connected appliances must be checked for leaks by you 24 hours after fitting.
 - 2.1.3 Take up or lay fitted floor coverings - Collect used cartons after client has unpacked. Take up or lay fitted floor coverings.
 - 2.1.4 Move items from a loft, unless properly lit and floored and safe access is provided.
 - 2.1.5 Move or store any items excluded under Clause 4.
 - 2.1.6 Dismantle or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move paving slabs, planters and the like.
- 2.2 Our staff are not authorised or qualified to carry out such work. We recommend that a properly qualified person is separately employed by You to carry out these services.

3 Your responsibility

- 3.1 It will be your responsibility to:
 - 3.1.1 Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks as Our liability is limited under clauses 8.1 and 8.2.
 - 3.1.2 Obtain at Your own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.
 - 3.1.3 Pay for any parking or meter suspension charges incurred by Us in carrying out the work.
 - 3.1.4 Be present or represented throughout the collection and delivery of the removal.
 - 3.1.5 Where We provide You with inventories, receipts, waybills, job sheets or other relevant documents You will ensure that they are signed by You or Your authorised representative as confirmation of collection or delivery of the Goods.
 - 3.1.6 Take all reasonable steps to ensure that nothing that should be removed is left behind and 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 and stabilize all appliances or electronic equipment prior to their removal.
 - 3.1.9 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
 - 3.1.10 Ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them;
 - 3.1.11 Provide Us with a correct and up to date contact address and telephone number during removal transit and/or storage of goods.
 - 3.1.12 Arrange appropriate transport, storage or disposal of goods listed in clause 4
- 3.2 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.

4 Goods not to be submitted for removal or storage

- 4.1 Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by Us. The items listed under 4.1.1 below may present risks to health and safety and of fire. Items listed under 4.1.2 to 4.1.7 below carry other risks and You should make Your own arrangements for their transport and storage.
 - 4.1.1 Potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
 - 4.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, mobile telephones, portable media and computing devices, stamps, coins, or goods or collections of any similar kind.
 - 4.1.3 Goods likely to encourage vermin or other pests or to cause infestation or contamination.
 - 4.1.4 We shall notify you in writing as soon as practicable if any of the Goods, are in Our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests and under what conditions we would be prepared to accept such Goods or whether we refuse to accept them. Should we refuse to accept the goods We will have no liability to You.
 - 4.1.5 Perishable items and/or those requiring a controlled environment.
 - 4.1.6 Any animals, birds, fish, reptiles or plants.
 - 4.1.7 Goods which require special licence or government permission for export or import.
 - 4.1.8 Under no circumstances will Prohibited or stolen goods, drugs or pornographic material be moved or stored by Us.
- 4.2 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 may apply for a court order to dispose of any such goods found in the consignment. You agree to pay Us any charges, expenses, damages, legal costs or penalties reasonably incurred by Us in disposing of the goods.

5 Ownership of the goods

- 5.1 By entering into this Agreement, you guarantee that:
 - 5.1.1 The goods to be removed and/or stored are Your own property, or the goods are Your property free of any legal charge; or
 - 5.1.2 You have the full authority of the owner or anyone having a legal interest in them to enter into this Agreement and You have made the owner fully aware of these terms and conditions prior to entering into this Agreement and that they have agreed to them.
 - 5.1.3 If at any time following the implementation of this agreement to its termination another person has or obtains an interest in the goods You will advise Us of their name and address in writing immediately.
 - 5.1.4 You will provide a full indemnity and pay Us in respect of any claim for damages and/or costs brought against Us if either statement made in 5.1.1 or 5.1.2 is untrue.
 - 5.1.5 If You wish to transfer responsibility of this Agreement to a third party You will advise Us in writing giving Us their full name and address. We will issue a new agreement to them. Our Agreement with You will remain in force until We have received a signed agreement from the third party.

6 Charges if You postpone or cancel the removal

- 6.1 If You postpone or cancel this Agreement, We reserve the right to charge you a reasonable postponement or cancellation fee according to how much notice is given as set out below at 6.1.1 – 6.1.4. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.
 - 6.1.1 More than 20 working days before the removal was due to start: No charge.
 - 6.1.2 Between 5 and 20 working days inclusive before the removal was due to start: not more than 30% of the Removal/Packing/Service charge.
 - 6.1.3 Less than 5 working days before the removal was due to start: not more than 60% of the Removal/Packing/Service charge.
 - 6.1.4 Within 48 hours of the move taking place; 100% of the Removal/Packing/Service charge.
 - 6.1.5 On the day the work starts or at any time after the work commences up to 100% of Our charges.
- 6.2 Cancellation/Postponement Waiver
If offered, and paid for in advance of the commencement of the services, we agree to waive the charges in Clauses 6.1.1, 6.1.2 & 6.1.3. Our agreement to waive the charges is conditional upon Us receiving written notice of Your intention to Cancel/Postpone no later than 17:00 hours on the preceding Working Day before Services commence. The Cancellation/Postponement charge will entitle You to only one Cancellation/Postponement.

7 Payment

- 7.1 Unless otherwise agreed by Us in writing, payment is required in full by cleared funds at the time of booking the removal or storage period. For the purpose of this Agreement all extra charges will automatically be debited from the card held on file and a receipt provided. In default of such payment We reserve the right to refuse to commence removal or storage until such payment is received. Such advance payments are protected under the BAR Pre-Payment Protection scheme as detailed in the BAR Code of Practice.
- 7.2 In respect of all sums which are overdue to us, We will charge interest on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.

8 Our liability for loss or damage

- 8.1 We do not know the value of Your goods therefore We limit Our liability to a fixed limit per item. The amount of liability We accept under this agreement is reflected in Our charges for the work. If You wish Us to increase Our limit of liability per item You agree to pay a higher price for the work as stated in Condition 1.2.11 (Our Quotation).
- 8.2 Unless otherwise agreed in writing if we are negligent or in breach of contract We will pay You up to £40 for each item which is lost or damaged as a direct result of any negligence or breach of contract on Our part.
- 8.3 For goods destined to, or received from a place outside the United Kingdom:
 - 8.3.1 We will only 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.

- 8.3.2 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 and subject to the terms and conditions set out by that carrier.
- 8.3.3 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 may have limited recourse against the carrier depending upon the carriers particular terms and conditions of carriage, and You 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.
- 8.3.4 We do not accept liability for goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless such confiscation, seizure, removal or damage arose directly as a result of Our negligence or breach of contract.
- 8.4 For the purposes of this Agreement an item is defined as:
 - 8.4.1 The entire contents of a box, parcel, package, carton, or similar container; and
 - 8.4.2 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 or others are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage. therefore Our liability is limited as follows:
 - 9.1.1 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 the damaged area only or paying a maximum of £100.00 towards repair, therefore we strongly recommend you arrange your own property insurance cover.
 - 9.1.2 If We cause damage as a result of moving goods under Your express instruction, against our advice, and where moving the goods in the manner instructed is likely to cause damage, We shall not be liable.
 - 9.1.3 If We are responsible for causing damage to Your premises or to property other than goods submitted for removal and/or storage, You must note this on the worksheet or delivery receipt as soon as practically possible after the damage occurs or is discovered or in any event within a reasonable time. This is fundamental to the Agreement.
 - 9.1.4 **Lino flooring** - unless professionally glued down under all parts and in all areas.

10 Exclusions of liability

- 10.1 We shall not be liable for loss or damage caused by fire or explosion, unless we have been negligent or in breach of contract. It is Your responsibility to insure Your Goods. If You ask Us in writing to arrange insurance cover for You We will, provided You declare the full replacement value of Your Goods and pay the premium in advance.
- 10.2 We shall not be liable for delays or failures to provide the services under this Agreement as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.
- 10.3 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 as a result of:
 - 10.3.1 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 and marking/scratching to painted furniture.
 - 10.3.2 Moth or vermin or similar infestation. Loss or damage caused by wear, tear, gradual deterioration (including the deterioration of contents of deep freeze units), inherent vice or latent defect. Loss or damage to self-assemble or flat pack type furniture or chipboard furniture. Including any internal mould within appliances due to items not thoroughly being dried out and aired prior to collection for storage.
 - 10.3.3 Cleaning, repairing or restoring unless We arranged for the work to be carried out.
 - 10.3.4 Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water.
- OR
- 10.3.5 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.
- 10.3.6 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
- 10.3.7 For any goods which have a pre-existing defect or are inherently defective.
- 10.3.8 For perishable items and/or those requiring a controlled environment.
- 10.3.9 Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.
- 10.3.10 For items referred to in Clause 4.

- 10.4 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.
- 10.5 Where goods are handed out from store Our liability will cease upon handing over the goods to You or Your authorised representative (see Clause 11.1 below).
- 10.6 We will not be liable for any loss or damage caused by Us or Our employees or agents in circumstances where:
 - (a) there is no breach of this Agreement by Us or by any of Our employees or agents
 - (b) such loss or damage is not a reasonably foreseeable result of any such breach.

11 Time limit for claims

- 11.1 If You or Your authorised representative collect the goods, We must be notified in writing of any loss or damage at the time the goods are handed to You or Your agent or as soon as practically possible.
- 11.2 For goods which We deliver, You must give Us detailed notice in writing of any loss and damage within five days of delivery by Us. We may agree to extend this time limit upon receipt of Your written request provided such request is received within five (5) days of delivery. Consent to such a request will not be unreasonably withheld.

12 Delays in transit

- 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 store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at Your expense. Should our move team be delayed through no fault of ours between collection and delivery on the day of your move we will charge £20.00 plus Vat per hour per man. Any transit times quoted by Us are estimated and based upon information known to Us at the time. Transit times may vary due to a number of factors outside Our control including but not limited to changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company and port congestion. We will advise You of any material changes to the transit times as soon as We become aware. We will not be liable for any loss or damage incurred by You as a result of delays in transit time unless directly attributable to Our negligence or breach of contract.

13 Our Right to Hold the Goods (Lien)

"Lien" is the legal right of the remover to hold goods until the customer has paid all outstanding charges. We shall have a right to withhold and ultimately dispose of some or all of the goods if You fail to pay the charges and 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 and other costs (including legal costs) reasonably incurred by Us in recovering Our charges and applying Our right of lien. These terms and 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 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 independent 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. ADR 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 and method

- 16.1 We have the right to choose the method and route by which to carry out the work and the location in respect of storage.
- 16.2 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 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 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

Any dispute between us will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts. If you currently reside or are moving to a place outside the jurisdiction of the Courts of the United Kingdom, alternative laws or jurisdiction of local courts may apply subject to our written agreement prior to the work or services commencing.

19 Your forwarding address

- 19.1 If You instruct Us to store Your goods, You must provide a correct and up to date address and telephone number and notify Us if it changes. All correspondence and notices will be considered to have been received by You seven days after sending it by first class post 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. Note: If We are unable to contact you, We will charge you any costs incurred in establishing Your whereabouts.

20 List 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 10 days of the date of our sending, or within a reasonable period agreed between us, notifying Us of any errors or omissions.

21 Revision of storage charges

We review our storage charges periodically. You will be given 30 days' 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, and on giving You three months' 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 may 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 paid to You without interest. If the full amount due is not received, We may seek to recover the balance from You.

23 Termination

If payments are up to date, We will not end this contract except by giving You three months' notice in writing. If You wish to terminate Your storage contract, You must give us at least 10 working days' notice (working days are defined in Clause 6 above). 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.