



~~Just Sit Back And Relax And Let~~

# ~~HAROLD JONES~~

## ~~REMOVALS AND STORAGE~~

~~Take Control~~

~~15 Westfield Road, Rhyl, LL18 4RN~~

~~Telephone: 01745-855145~~

### TERMS AND CONDITIONS

This contract is made between the customer and **HAROLD JONES REMOVALS AND STORAGE**. The contract is made when the customer sends the signed acceptance without any amendments to **HAROLD JONES REMOVALS AND STORAGE** or there associated companies. These conditions explain your rights, obligations and responsibilities and those of the removal or storage contractor. A contract is a two-way agreement and it is important that everyone knows where they stand. Where we use the word "you" it means "The customer". "we" "us" means the contractor named on the top of this contract. These conditions may only be changed by written agreement between us.

1. **Our Quotation:** our quotation is based on the information supplied by you or our assessor, and does not include any other fees payable to the government bodies. Although it is a fixed price we may change it or make additional charges if any of the following apply:
  - a) Our costs increase because of currency fluctuations changes in taxation freight charges beyond our control.
  - b) We supply any additional services, including moving or storing extra goods and these conditions apply to such work.
  - c) There are delays outside our reasonable control.
  - d) The stairs, lifts or doorways are inadequate or the approach is unsuitable for our vehicles and this means that we have to do the extra work.
  - e) We have to pay any parking fees or charges incurred in order to carry out our services. This includes parking fines.
  - f) We have to do extra work as a result of wrong or inaccurate information having been supplied by you. In all circumstances you will pay the extra charges.
  - g) All quotations are for 2 storey premises unless advised
  - h) Bedrooms used as offices or the like must be declared.
  - i) Loft conversions/attic rooms must be declared.
  - j) All quotations are based on 9 a.m arrival unless otherwise agreed with ourselves.
2. **Work not included in our quotation:** unless agreed in writing we will not:-
  - a) Disassemble or assemble unit furniture (flat pack), fixtures or fittings unless arranged beforehand
  - b) Disconnect or reconnect appliances or equipment
  - c) Remove or lay fitted floor covering
  - d) Move night storage heaters unless they are dismantled.
  - e) Move or store any items under clause 5.
  - f) Pack or unpack the goods to be moved unless this service has been arranged and quoted for.

3. **Your responsibility during removal:** It will be your sole responsibility to ensure to:

- a. Ensure nothing is taken away in error or left behind.
- b. Obtain at your own expense all documents necessary for the removal to be completed.
- c. Take responsibility for the security of your goods at the departure and destination points by being present yourself or asking someone to represent you.
- d. Disconnect, adequately prepare and stabilise all appliances prior to their removal
- e. Arrange and pay for any necessary parking facilities. We will not be liable for any loss or damage, cost or additional charges that may arise from these matters.

4. **Ownership of the goods:** By entering into this contract you warrant that:

- a) The goods to be removed are your own property; or
- b) You have the authority of the owner of the property to make this contract in respect of the goods to be removed or stored. You will indemnify us in respect of any claim for damages and/or costs against us if these warranties are not true.

5. **What is excluded:** The following items are specifically excluded from this contract and if you

Ask us to move them we do not accept any responsibility for loss or damage:

- a) Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, or goods or collections of similar kind.

- b) Potentially dangerous, damaging or explosive items.
- c) Goods likely to encourage vermin or other pests or to cause infestation.
- d) Refrigerated or frozen food or drink
- e) Any animals and their cages or tanks including pets, birds or fish. We are entitled (without notice) to dispose of any goods submitted which are listed under 5b,5c,5d and 5e.

6. **Postponements/cancellations:** If you postpone or cancel this contract we may charge Up to 100% of the removal charge, unless cover is taken out at the time of the booking.

7. **Paying for the removal:** You must pay our charges by cash, or cheque on Completion of the removal. You may not withhold any part of the agreed price. Dishonoured cheques will carry a £ 30 charge.

We reserve the right only to carry out any of the services quoted for.

8. **Waiting time:** Immediate access is expected when the vehicle and crew arrive at the unloading address. If this is not so, a charge of £15.00 per man per hour will be charged for the waiting time. Unless waver insurance is taken out at the time of the booking.

9. **Damage to premises:** We shall only be liable for damage to premises caused by our negligence and our liability will then be limited to a maximum of £200. Any damage to premises must be noted on the delivery receipt and confirmed in writing to us within seven days. The time limit is essential otherwise we will not be liable.

10. **Time limit for claims:** We shall not only be liable for any loss or damage to any goods unless: Any claim for loss or damage to goods, which you or your agent collect from us, is notified to us in writing at the time of collection. You notify us in writing of any loss or damage to the goods within seven days of their delivery by us to their destination. In both cases, time limits are essential to the contractor.
11. **Our right of lien:** We have the 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 this contract. These include any changes that we have paid out on your behalf. While we hold the goods and wait for payment you will be liable to pay all storage charges and other costs incurred by withholding your goods and these terms and conditions will continue to apply.
12. **Our right to sell the goods:** On giving you 28 days notice we are entitled to require you to move your goods from our custody and to pay all money due to us. If you fail to pay all outstanding debts due to us we are entitled to sell or dispose of some or all of the goods without further notice. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest.
13. **Claims against us:** Where these are made by third parties (people other than you) in respect of the goods or the service provided by us, you would be liable to pay and indemnify us against any charges, expenses, damages or penalties claimed against us unless you can prove that we are negligent.
14. **Our right to sub-contract the work:** We reserve the right to sub-contract some or all of the work. If we sub-contract, these conditions will still apply.
15. **Where the law applies:** This contract is subject to the laws of the country in which the contract was made.
16. **You're forwarding address:** If you send goods to be stored you must provide a forwarding address and notify us in writing if it changes. All correspondence and notices will be considered to have been received by you seven days after posting it to the last forwarding address recorded by us.
17. **Inventory:** Where we produce an inventory of your goods and send it to you it will be accepted as accurate unless you write to us within seven days of receiving it notifying us of any errors or omissions.
18. **Payment:** Storage charges are payable in advance. All charges including removal charges must be paid in full 7 DAYS before the goods may be taken out of storage OR CASH ONLY ON THE DAY OF REMOVAL Revision of storage charges: We review our storage charges periodically. You will be given 28 days notice of any increases.

19. **Handling out charges:** If you choose someone else to collect your goods from our warehouse or need access we are entitled to make a charge for handing them over. Our liability will cease upon handing over the goods. The charges for the first hour is £120 and each additional hour is £70 this must be pre-booked at a time convenient to us.
20. **Our liability for loss or damage;** Our liability for loss or damage is limited as set out in clause alternatively you may wish to increase our liability as set out in clause In the event of negligence or breach of contract we will pay the sum equivalent to the cost of repair or replacement up to a maximum of £40.00 for one item or prior to the commencement of work and subject to our having received your itemised valued inventory we will increase our liability.
21. **Exclusions of liability. Other than as a result of negligence we will not be liable for any loss or damage to the following**
- a) By war, invasion, acts of foreign animals, hostilities (whether war is declared or not) civil war, terrorism
  - 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 arranged for the work to be carried out.
  - e) By change to atmospheric or climatic conditions  
OR
  - f) 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.
  - g) For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
  - h) For any goods which have pre-existing defect or are inherently defective.
  - i) For animals and their cages or tanks including pets, birds or fish.
  - j) For plants
  - k) For perishable items and/or those requiring a controlled environment.
  - l) For damage 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.
  - m) 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.
  - n) Our liability will cease upon handing over the goods from our warehouse(see clause 23b below)

22. **Time limit for claims**

- a) For goods which we deliver, you must notify us in writing of any visible loss, damage, or failure to produce any goods at the time of delivery.
- b) If you or your agent collects the goods, you must notify us in writing of any loss or damage at the time the goods are handed to you.
- c) we will not be liable for any loss of or damage to the goods unless a claim is notified to us, or to our agent or firm company carrying out the collection or delivery of the goods on our behalf, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within (7) days of delivery of the goods by us.

23. **We shall not be liable for loss or damage resulting from:**

- 2. Moths, vermin or similar infestation: cleaning, repairing or restoring (unless we did the work); war, invasion, acts of

foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, military coup; wear and tear, leakage or evaporation, atmospheric or climatic changes.

- 3. Death, injury, sickness or disease arising from the removal or warehousing of any frozen food or drink. Frozen goods are only removed at your own risk.
- 4. Any consequential loss of any kind
- 5. Items which are brittle or have an inherent defect, deep freezers, the mechanism in clockwork, electronic or motor-driven goods (unless there are outward signs and visible signs of impact damage), sensitive equipment or self-assembly furniture which is not suitable for transportation.
- 6. Any goods not packed or unpacked by us.
- 7. Items left inside cupboards or other furniture.
- 8. Food or plants
- 9. Fixtures, fittings, property or goods damaged as a result of difficult access.
- 10. Goods received from a third party in an unknown condition
- 11. Any items referred to in clause 5
- 12. Clip type picture frames.

24. **Delays in transit**

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

25. **Insurance option**

- a) If loss or damage occurs to the goods as a result of any matter which may Result in a claim under such insurance cover, we shall notify the insurer Promptly of the claim and in any event within (2 business days) of receipt from you of a written direction to notify a claim  
For the purposes of processing any such claim you shall provide us, the insurer or any agent of the insurer appointed to investigate such claim with such information and existence as may reasonably be required in relation to the claim. We will also provide to you, the insurer, or any agent of the insurer appointed to investigate the claim, with such information relevant to the claim as may reasonably be required. In addition, we will send to you a copy of all correspondence with the insurer relating to the claim (including the notification). While we will, in accordance with the previous provision of this paragraph, notify claims to the insurer, we are not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim (unless specifically agreed with you in writing).
- b) In the event that we make a claim under such insurance cover in respect Of damage or loss caused to the goods we shall pay or arrange for payment to you that part of any proceeds of such claim made by us which relates to such damage or loss to the goods after deduction of any outstanding sums due to us from you. For the benefit of doubt, you acknowledge that our liability in respect of any claim under such insurance cover is restricted to the payment to you of those sums which we recover which relate to the goods.
- c) We do not give any advice concerning the insurance cover referred to and it is for you to make your own judgment whether such insurance is appropriate to cover the goods and risks to them
- d) Nothing in this condition shall make us your agent.

**PLEASE SIGN AND RETURN THE SLIP BELOW**

-----CUT HERE-----

THESE TERMS AND CONDITIONS ARE SUPPLIED BY OUR INSURANCE PROVIDERS BY SIGNING BELOW YOU AGREE TO THE TERMS AND CONDITIONS PROVIDED ABOVE.

Sign:.....Date:.....

Print:.....Moving Date:.....

Moving From:  
.....

Moving To:  
.....

