

BAR ADVANCED PAYMENT GUARANTEE SCHEME TRUST

Introduction.

When you move home with a British Association of Removers (BAR) member removal firm, whether within the United Kingdom or from the UK to another country (e.g., an international move), it is standard practice for the removal firm to require full payment in advance of carrying out a removal. Unfortunately, from time-to-time companies do suffer financial failure which can leave the customer without a removals service-provider if the move has not been started and/or not been completed. By using a BAR member for your move, you enjoy the protection of the BAR's Advanced Payment Guarantee Scheme (the 'Scheme').

A fundamental consideration for the Scheme to be activated, is that the BAR Member must have been formally and finally placed into liquidation. A firm in 'administration' or which has simply ceased trading, therefore, would not trigger the Scheme. In such circumstances and until the event of liquidation is confirmed, liability for fulfilling contracts would remain between the you the customer and the BAR Member and/or the appointed Administrator.

Terms of the Guarantee

1) The level of cover available is identified on the Advance Payment Guarantee certificate issued by the Scheme manager to the individual BAR Member and will be defined as either:
    a. Strictly limited to a removal originating and terminating within the United Kingdom only, or:
    b. Extended to include an international removal by land, sea, or air either originating or terminating in the United Kingdom. The Scheme does not under any circumstances provide cover for third-country moves, for example, a move between say Norway and Brazil.

    If you are moving internationally, you are strongly advised to engage with a specialist international removal firm whose cover under the Scheme has been extended to include international removals. Ask your removal firm to confirm their level of cover or check online at www.bar.co.uk . The Scheme will not accept any liability for claims arising from any transaction where the level of cover provided is not commensurate with the type of move undertaken.

2) The Scheme is a "last resort" guarantee, i.e., should you, the customer, have alternative means of redress against the failed BAR removal firm or administrator or other redress arrangement such as your credit card provider, you are expected to pursue those arrangements.

3) The Advanced Payment Guarantee Scheme is available only to private individuals (i.e., not companies) contracting with, or making a personal payment to a full and current UK-based removal firm who is a member of the British Association of Removers, for a home removal to or from or within the United Kingdom, subject to the applicable level of cover set out in 1. (a) and (b).

4) Your payment must have been made directly by you (i.e., not via a business) to the BAR Member by cheque, debit card, BACS, Bank Transfer, or cash, prior to announcement of their

failure. Credit card payments are not covered under this scheme, and you should seek recovery of your payment from the credit card company under the Consumer Credit Act.

5) The Advanced Payment Guarantee Scheme is limited to removal and storage expenses incurred for moving home. Commercial goods or shipments, fine art and/or antiques consignments not part of a home move, legacies, etc are not covered by the scheme.

6) Where a BAR Member suffers financial failure, the Scheme will cover the reasonable cost of completing the removal contract, not exceeding the sum prepaid for the work. The Scheme will endeavour to enable the outstanding contracted moves to be completed and therefore evidence of expenditure will be required. The Scheme will not consider any claim where evidence of expenditure to complete the contract is not provided. Because the Scheme is provided for and by BAR Members, you are required wherever practicable, to employ an alternative BAR Member as the replacement contractor. In circumstances where the scheme manager helps you to complete a removal, we will endeavour to do so using an appropriately qualified BAR Member firm.

7) The scheme excludes absolutely any liability for loss or damage to goods howsoever incurred by the failed contractor.

8) Any subsequent removal contractor appointed to complete the removal shall not be liable for any loss or damage caused prior to their engagement.

9) The failed removal firm must be a full and current UK-based Member of the British Association of Removers on the date of the contract and/or the date of the payment. You are strongly advised to verify your chosen remover's BAR membership status is current through this website.

10) Liability under the Scheme is strictly capped at either (a) £75,000 in total for failure of any one BAR Member and/or (b) a maximum cumulative liability of £125,000 in any one calendar year for all claims against the scheme.

11) If proven claims in aggregate exceed either £75,000 or £125,000 (as described in clause 10 above), settlement(s) will be on a pro-rata basis.

12) Claims must be notified and evidenced within 6 months of the date of the liquidation for consideration by the Scheme. Claims notified and/or evidenced later than 6 months will not be considered.

13) You are required to follow the guidance issued by the Scheme in respect of a failed BAR Member when arranging and/or accepting any quotation to complete the outstanding contracted work.

14) Approved claim(s) will be settled only upon receipt and consideration by the Scheme manager of all submitted claims after the closure of the six-month deadline as described in clause 12 above.

SUMMARY OF INSURANCE COVER

If you purchase the insurance arranged by us on your behalf for loss of or damage to your effects the insurance conditions set out below will apply. Please note that irrespective of whether or not you purchase this insurance our liability for loss of or damage to your effects whilst in our care, custody or control is limited by our trading conditions which form part of our contract with you.

SUBJECT TO YOU GIVING US INSTRUCTIONS TO INSURE, we 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 our "Open Cover" insurance arrangements as summarised below. You may inspect the policy at our office on request. Please note, the cover provided by Us is optional.

TOTAL SUM INSURED

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

- Household Removals & Storage: £100,000 any one customer
- Office/Commercial Removals: £100,000 any one vehicle load

The sum insured can be increased on payment of an additional premium up to a maximum of £250,000 any one customer or vehicle load.

INSURED PERILS

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.

This insurance is effective from the time your insured property is professionally packed and/or uplifted from your residence or business location for the commencement of the transit and continues, including storage, if any, until your insured property is professionally delivered to the final destination. If your property is professionally unpacked coverage is extended to cover the period of the professional unpacking provided this takes place within 7 days of delivery.

Cover in respect of Self Storage is limited to the following perils:

- Actual physical loss of or damage to your property caused by fire, lightning, explosion, earthquake, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, aircraft or articles dropped therefrom, moth, insect or vermin from an external cause, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, impact by vehicles of any kind

For Self Storage this insurance is effective from the time your insured property is placed in to storage and ceases upon removal from storage – no cover applies during loading and unloading or during transit

UNDER-INSURANCE

It is a condition of the insurance that the sum insured represents the full total value of your effects. If you fail to declare the full replacement value of your effects, 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" other than in respect of Self Storage contracts where New for Old cover applies.

Where "new for old" insurance has been purchased, in the event of the total loss or destruction of any article insured under this Insurance, the basis of settlement shall be the cost of replacing the article as new provided that the article is substantially the same as but not better than the original when new. **This basis of settlement shall not apply to household linen and wearing apparel**

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 £100 of each customer's claim. £50 payable by Customer and £50 payable via remover.

PAIRS & SETS CLAUSE

Where any items 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 of a set and which are not lost or damaged.

OWNER PACKED PROPERTY

Loss or 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.

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. Commercial customers must make adequate enquiries within your business to identify and verify that information relevant to the insurance of your goods 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 provide requested information could invalidate your insurance cover and mean that part or all of a claim may not be paid.

CLAIMS NOTIFICATION

In the event of loss and/or damage that may give rise to a claim under this insurance, immediate notice must be given to the Company. 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 within 7 days after delivery or, in the case of non-delivery, within 7 days from when your property would normally be delivered. These time limits apply whether or not your property has been unpacked. For Self Storage full details of any losses and/or damages must be notified at the time of the discovery of the loss of or damage to your property or at the time of removal of your property from the store whichever is sooner.

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.

CUSTOMER SERVICE AND COMPLAINTS

Insurers are dedicated to providing a high quality service and want to ensure that this is maintained this at all times. If you feel you have not been offered a first class service please contact International Claims Agency Ltd who will do their best to resolve the problem. ICA's contact details are:

International Claims Agency Ltd,
Unit 10, Invicta Way,
Manston Park,
Ramsgate, Kent CT12 5FD United Kingdom
Telephone: +44 (0)1843 823820
Fax: +44 (0)1843 823956

E-mail: claims@icaltd.co.uk

In the event that the Complaints Department is unable to resolve your complaint it may in certain circumstances be possible for you to refer it to the Financial Ombudsman Service at:
Exchange Tower
Harbour Exchange Square
London E14 9SR
Tel No: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

Insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we cannot meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

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. Livestock, Plants, Explosives, Flammables
4. Any other goods which you are not permitted to submit for removal and/or storage under the terms of our trading conditions
5. 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.
6. Loss or damage caused by moth, insect or vermin unless from an external cause.
7. Loss or damage caused by leakage of liquid from a receptacle or container unless packed by the Remover.
8. Mechanical or electrical damage or derangement of any mechanical or electrical goods unless reasonably attributable to physical damage to such items from an external cause, or following fire, flood, collision or overturning of road vehicles or other conveyances.
9. Loss of data records other than cost of blank data carrying materials.
10. 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 the Customers' property is waterborne.
11. Loss or damage in respect of goods 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).
12. Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage arising from an Insured Peril
13. Depreciation following repair or restoration of a damaged item
14. 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.
15. Loss or damage or expense directly, or indirectly, caused by or contributed to, by or arising from:-
    a. Any chemical, biological 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.
16. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
17. Loss or damage resulting from any work undertaken against the professional advice of the removal crew
18. 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.

19. 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.

All other terms, conditions and limitations of the insurance remain the same.

Moving Home **Made Easy** Terms and Conditions

Your move day, made easy

February 2024

GENERAL

1. These terms and conditions form the basis of the contract between us, [name of removal/storage contractor or alternatively a reference to the removal contractor named on the quotation] and you the customer. It defines and sets out the rights, obligations, and responsibilities of both you and us under this contract. It is a legally binding contract and so it is important that both parties know where they stand. We specifically draw your attention to Clauses 37 to 50 and 55 to 60 which limit or exclude our liability for loss or damage.
2. Where we use the word "you" or "your" it means the customer; "we", "us" or "our" means us as named above. Where we use the word "goods" this refers to the items that are to be subject to the removal or storage, pursuant to this contract.
3. It is important that you read and understand the terms and conditions that will apply to this contract before accepting our quote. If there is anything that you do not understand or do not wish to agree to, then please discuss it with us before accepting our quote. Only enter into this contract if you wish to be bound by the terms and conditions set out below.
4. You accept and acknowledge that these terms and conditions include serious restrictions of our potential liability to you.
5. We recommend you arrange insurance to cover your goods. We are able to arrange such insurance upon request. This insurance will form a separate Agreement between you and the Insurers and separate conditions will apply. Please refer to clauses 37-50 which detail the limit of our Liability for loss or damage.

OWNERSHIP OF THE GOODS

6. IMPORTANT NOTE
   You hereby agree and confirm that you are either: (a) the owner of the goods; and/ or (b) are duly authorised by the owner or owners of the goods to enter into this contract on these terms for and on behalf of the owner(s); (c) 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.
7. You shall be responsible for any losses, expenses, or other costs incurred by us which are caused by: (a) an untrue statement made deliberately by you; and/or (b) the statement at clause 6 not being true.

GOODS THAT WE WILL NOT ACCEPT FOR REMOVAL OR STORAGE

8. We will happily remove and store most items that you may wish to submit for removal or storage. However, we are subject to clauses 9-11 below, unable in the normal course of business to accept any of the following types of items: (a) Any living thing, including any animals, birds, fish, reptiles and plants; (b) Any goods that are likely to encourage vermin or other pests or to cause infestation; (c) Any goods that require a special licence; (d) Any goods that require government permission to import or export; (e) Any food and/or drink that is, or needs to be, refrigerated or frozen; (f) Any drugs; (g) Any stolen or prohibited or illegal goods; (h) Any goods that are potentially dangerous, explosive or otherwise liable to cause damage. This includes but is not limited to firearms, ammunition, paints, aerosols and gas bottles and canisters; (i) Any jewellery, including trinkets and watches, and precious stones or metals or items made from precious metals or including precious stones; (j) Any money, securities, financial or legal documents, including but not limited to share certificates and leases; (k) Any collections of stamps, coins or other similar collectable items.
9. If you intend to submit any such items for removal or storage you must declare this to us in advance of the removal or storage being undertaken. In such circumstances we shall not be obliged to remove or store the items in question unless we have confirmed in writing that we are willing to do so. If we do agree to remove or store the items in question we shall be entitled to charge extra in respect of the same. If you are not happy with the extra charge levied then you shall be entitled to terminate this contract, before the removal or storage commences.
10. If we do agree to accept such items for removal or storage then we shall not be liable for any loss or damage that occurs due to the special nature or sensitivities of the goods involved. Other than this exclusion we remain liable for other losses as we would under the balance of this contract.
11. If such items are removed or stored by us without our knowledge and written agreement to do so then we shall not be liable for any loss or damage to those items whatsoever including but not limited to that occurring due to the special nature or sensitivities of the goods involved. Furthermore in such circumstances you shall be responsible for any losses, expenses, or other costs incurred by us which are caused by the special nature of the items in question, such as but not limited to clean up costs and damage to other goods.

WHAT WE WILL DO

12. We shall: (a) pack the goods, if requested and have agreed to do so; (b) remove them at the agreed time and date and deliver to the delivery address; (c) unpack them, if requested and have agreed to do so; (d) store them, if the contract provides for them to be stored. We shall at all times care for the goods whilst they are in our custody and control showing all reasonable care in the circumstances. We furthermore will endeavour to act and undertake our obligations at all times in a professional manner
13. We shall only remove or deliver items into a loft, or similar space, if it is safe, which shall include but shall not be limited to being adequately lit and floored, and the access to it being safe.

WHAT WE WILL NOT DO

14. There are certain things that we do not do and which are not covered under this contract. They are:
(a) disconnecting or reconnecting any equipment or appliances;
(b) securing or preparing for transit, as necessary, equipment or appliances, such as but not limited to securing washing machine drums;
(c) taking up or laying fitted floor coverings of any kind;
(d) removing storage heaters unless they are already disconnected and adequately dismantled.
15. Our staff are not authorised or qualified to carry out such work. We recommend that a proper qualified person be separately employed by you to carry out these services.

OUR QUOTATION

16. The quotation provided is for a fixed price for the work presented. It is based on our contracting to remove and/or store the goods subject to these terms and conditions.
17. The quotation will remain open for a period of 28 days from the date of the quotation. After then it shall be treated as having been automatically withdrawn.
18. The contract will be formed when you accept our quote. This will form a legally binding contract between you and us. That contract will be subject to these terms and conditions. You should only accept our quotation if you are happy with the quotation and these contract terms and conditions and wish to enter into a legally binding contract on these terms and conditions.
19. If you make any amendment to the quotation when returning it to us then this will not act as an acceptance of the quotation. However if we decide to go ahead with the removal or storage, subject to the amendment then it will still be subject to a contract on these terms and conditions. However where you seek to amend the quotation we shall also be able to reject the alterations and not undertake the work for you, or to re-quote for it subject to your proposed amendments.
20. For the avoidance of doubt the following matters or circumstances have not, unless otherwise agreed, been taken into account or included in the quotation: (a) Removal not commencing, other than because of our breach, within 3 months of acceptance of the quotation; (b) Removal or storage of extra goods that have not been shown or made known to us; (c) Provision of extra services; (d) Removal or storage of any goods mentioned at clause 8; (e) Any costs, charges or fees that are incurred, including parking fees and permits, in undertaking any removal. For the purpose of this Agreement parking fines for illegal parking, caused by Our negligence, are not fees or charges and You are not responsible for paying them; (f) The properties involved not having proper and/or adequate access. This includes but is not limited to, not being able to park within 20 metres of the door to the property, the access being unsuitable for our vehicles or the property being inadequate for the free and easy movement of the goods into and within the property; (g) Changes to our costs due to changes in currency values, taxation or freight charges which are beyond our reasonable control. (h) Delays occurring for reasons that are outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
21. If the removal or storage does include any of the matters set out at clause 20 and the quotation was not adjusted to take these into account then you will pay to us any reasonable extra costs and expenses incurred because of the effect of those matters.
22. The quotation shall not unless specified include a charge for arranging or otherwise procuring insurance over the goods themselves during the removal or storage.

YOUR RESPONSIBILTY

23. Whilst we have many responsibilities under this contract there are some matters that you must be responsible for. These are: (a) Being present, either yourself or through a representative, throughout the collection and delivery of the goods; (b) Checking that all the goods are both collected and delivered;
(c) Checking that nothing is collected and/or delivered in error;
(d) Obtaining all necessary permits, licences, customs documents etc that are necessary for the removal to take place; (e) Preparing the property and goods for the removal, including but not limited to disconnecting all relevant appliances and electronic equipment and emptying and de-frosting any fridges and freezers; (f) Arranging proper security and protection for any goods that will be left in premises which will be unattended or to which third parties may have access either prior to collection or following delivery.
24. You must, before the commencement of the removal, provide us with a contact address and contact details which we can use if we need to contact you during the removal /or storage of the goods. If these details change you must inform us. If we contact you in writing using the details you have provided, such communication will be considered to have been received by You seven days after sending it by first class post.
25. You shall be responsible for any losses, expenses or other costs incurred by us arising from your failure to attend to any of the matters set out in these clauses unless caused by our negligence or breach of contract.

POSTPONEMENT AND CANCELLATION

26. By agreeing to undertake the removal or storage we incur costs in preparing for it and also lose the opportunity to undertake further work that would use the same resources. Because of this we may suffer loss if you cancel this contract or postpone its performance. The amount we will potentially lose will depend on when the cancellation and/or postponement occurs.
(a) More than 10 working days before the removal was due to start: No charge.
(b) Between 5 and 10 working days inclusive before the removal was due to start: not more than 30% of the removal charge.
(c) Less than 5 working days before the removal was due to start: not more than 60% of the removal charge.
(d) Within 24 hours of the move taking place; not more than 75% of the removal charge.
(e) On the day the work starts or at any time after the work commences up to 100% of Our charges.
27. When purchased our Cancellation Waiver will cover your removal costs if you cancel or postpone your move between 10 days and 24 hours before your move day. The waiver will be charged at 15% of the total removal cost and is subject to a minimum charge of £150. If you cancel or postpone within 24 hours of your move then 100% of the removal cost will be due. If we are unable to offload by 4pm then we would need to complete your removal on another working day and an additional 100% of the removal cost would be due. The non-refundable cancellation waiver fee is valid for one cancellation or postponement. If you require cover for a subsequent move date, then an additional waiver fee will be due.

PAYMENT OF OUR CHARGES

28. Clauses 31-34 set out the basis on which our charges must be paid, unless we agree otherwise.
29. You will pay for all removal services, at the agreed rate, **no later than 7 days prior** to the booked move date. This term is important to the contract and unless we are paid with cleared funds prior to the commencement of the removal we shall be able to treat the removal as cancelled on the date of removal. Such advance payments are protected under the BAR Advanced Payment Guarantee scheme, as detailed in the BAR Code of Practice (T&C's apply).
30. You will pay any other charges or monies that become due or payable under this contract within 5 days of us sending you an invoice or request for the same.
31. You will pay all storage charges one month in advance. Such advance payments are protected under the BAR Advanced Payment Guarantee scheme, as detailed in the BAR Code of Practice (T&C's apply).
32. Interest shall accrue and you shall pay it on all overdue or outstanding monies on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.

UNDERTAKING THE REMOVAL

33. We will undertake the removal and storage with professional care and skill and taking reasonable account of all the circumstances. However, we specifically reserve the right to undertake the removal or storage in a manner that we think is appropriate including: (a) sub-contracting all or part of the job to another removal or storage company; (b) choosing the route we think is most effective; and (c) using such vehicles, containers and methods of transport /or storage as we believe are appropriate.
34. This does not however affect our responsibilities under this contract to take care of your goods and to provide the services within the appropriate timescales.

OUR LIABILTY FOR LOSS OR DAMAGE

35. We shall, in so far as it results from negligence or breach of contract on our part and subject to the exclusions set out below, be responsible for any damage done to the goods whilst they are in our custody and control under the terms and conditions of this contract.
36. Other than when it results from negligence or breach of contract on our part we shall have no liability for damage to the goods of any kind whatsoever.
37. We shall, insofar as it results from negligence or breach of contract on our part and subject to the exclusions set out below, be responsible for the loss of any goods whilst they are in our custody and control under the terms and conditions of this contract.
38. Other than when it results from negligence or breach of contract on our part we shall have no liability for loss of goods howsoever arising.
39. Our liability to you in the instance of the insurers deeming the claimed item void, will not exceed the expense of over £40 per item claimed. PLEASE NOTE THIS IS ONLY IN THE CASE THE INSURERS REFUSE THE CLAIMED ITEM.
40. If goods are lost or are damaged beyond repair then our liability will be, at most, the value of the goods lost or damaged beyond repair. The value of the goods, for the purpose of this contract, shall be their current replacement cost, including due allowance in respect of age, wear and tear and depreciation. All liability and compensation for loss and/or damage shall be calculated on this basis and not on a "new for old" basis.
41. If goods are damaged but can be repaired then our liability will be, at most, the repair cost plus the amount that the goods have reduced in value, if at all, because of the repair.
42. In respect of any particular item our liability will not under any circumstances exceed the value of the item in question as defined by clause 42 above.

WHAT WE WILL NOT BE LIABLE FOR IMPORTANT NOTE. THESE TERMS EXCLUDE AND LIMIT OUR RESPONSIBILITIES AND LIABILITY TO YOU

43. Other than where losses occur because of negligence or breach of contract on our part we will not be liable for losses arising from: (a) fire; (b) War, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, terrorism, rebellion and/or coup, Act of God, industrial action or other events outside our reasonable control; (c) Normal wear and tear, ageing, natural or gradual deterioration, leakage or evaporation (d) Incidence of moths, vermin or similar infestation; (e) Cleaning, repairing or restoring, unless we arranged for the work to be carried out; (f) For electrical or mechanical derangement to any appliance or equipment unless there is evidence of external damage; (g) Any inherent defect in the goods;
(h) Changes of atmospheric or climatic conditions;
(i) Damage to motor bikes or other motor vehicles unless we have issued a pre-collection condition report;
(j) Damage to any motor bike or other motor vehicle moving under its own power other than during the normal course of loading and unloading.
44. Other than where losses occur because of negligence or breach of contract on our part we will not be liable for:
(a) Loss or damage to the goods that occurs before we have taken possession, custody and control of the goods or which occur after we have delivered or handed over the goods to you or to a party nominated by you.
(b) Loss or damage to the goods that occurs after we have delivered or handed over the goods to you or to a party nominated by you;
(c) Loss of goods that have not been both packed and unpacked by us. This includes goods packed in wardrobes, drawer cases, boxes or other type of container;
(d) Damage to goods that arises from the normal handling of those goods where those goods have not been both packed and unpacked by us. This includes goods packed in wardrobes, drawers, cases, boxes or other type of container regardless of the apparent quality of the packing.
45. We shall not be responsible or liable if you submit for removal or storage any of the goods listed at clause 8 without our agreement, in accordance with clause 9. Such goods will be removed or stored entirely at your risk.
46. If we do agree in accordance with clause 9, to remove or store any of the goods set out at clause 8 then our liability for loss and damage to them shall be limited as set out in clause 10.
47. No employee of ours shall be separately liable to you for any loss, damage or delay or other breach of this contract.

DELAYS IN TRANSIT

48. If the collection or delivery of the goods is delayed we will, if the delay arises from our negligence or breach of contract, pay your reasonable expenses that arise as a result of the delay, such as but not limited to reasonable hotel costs.
49. Other than as set out in clauses 51 and 52 we shall not be responsible and shall not have to indemnify or compensate you in respect of any costs or losses arising from delay.
50. If we are unable to deliver the goods we may take them into store. If we are unable to deliver the goods through no fault of ours, the original removal and/or storage contract will then be fulfilled and any additional service(s), including storage and delivery, will be provided in accordance with these terms and conditions and at your expense.

DAMAGE TO GOODS OR PROPERTY OTHER THAN THE GOODS BEING REMOVED OR STORED

51. We will not be liable for any damage whether to premises, property, or the goods as a result of moving goods under your express instruction, and against our advice where moving the goods in the manner instructed will inevitably cause damage.
52. In any event we shall only be liable for damage to premises or property, other than the goods being submitted for removal or storage, where such damage arises due to negligence or breach of contract on our part.
53. Where damage to premises or property, other than the goods being submitted for removal or storage, does occur we must ask that you inform us as soon as practically possible after the damage occurs or is discovered or in any event within a reasonable time. and note the damage on the worksheet or delivery receipt. In the absence of such notification we will not be able to accept any liability for the damage.

NOTIFICATION OF CLAIMS AND TIME LIMITS FOR CLAIMS

54. In cases where we deliver goods you must notify us of any visible loss, damage or failure to produce any goods at the time of delivery. This should be noted on the worksheet or delivery receipt.
55. If we do not deliver then you must notify us of any visible loss, damage or failure to produce any goods at the time when you, or your representative, take possession of the goods. This should be noted on the worksheet or delivery receipt.
56. IMPORTANT: TIME LIMIT FOR NOTIFICATION OF CLAIMS All claims for loss of or damage to goods must be notified to us in writing whether the goods were unpacked or not within 7 days of delivery of the goods. In all cases these time limits will apply unless a time extension is requested by you within the 7 day period and agreed by us in writing. We will not unreasonably refuse to grant such an extension of time.

OUR RIGHT TO WITHHOLD OR DISPOSE OF THE GOODS (LIEN)

57. We may keep hold of all or some of your goods until you have paid all the charges you owe us, even if the unpaid charges do not relate to those goods.
58. Furthermore we may sell all or some of your goods to recover any unpaid charges. We can only do this after giving you 3 months' written notice that we intend to do so. If we do sell any of your goods, and the proceeds from the sale are greater than the amount you owe us, we will pay you any excess amount after deducting the cost of selling the goods.

ADVICE, INFORMATION AND THE BASIS OF AGREEMENT

59. In this document we set out the terms and conditions of the contract between us. Please do not rely on promises or claims, written or verbally made, that contradict the terms and conditions of this document. In the event of any apparent contradiction between these terms and conditions and a promise or claim made please refer to us for clarification.

LAW AND JURISDICTION

60. This contract shall be subject to non-exclusive English or Scottish law and jurisdiction.

EXTRA CONDITIONS THAT APPLY TO THE STORAGE OF GOODS

61. If you have failed to provide an address in accordance with clause 24 or if you fail to respond to our correspondence then we shall be entitled to publish notices in a public newspaper in an area from which the goods were removed. The publication of such notice shall be considered to have been received by you seven days after the publication date of the newspaper.
62. It is important that we both know what you have in store. Where we prepare an inventory of the goods taken into store and this is forwarded to you this must be checked. You must inform us as soon as possible of any inaccuracies. It shall be assumed that if you do not bring any inaccuracies to our attention within 10 days that you are in agreement with the contents of the inventory. The 10 day period can be extended if you request a time extension within the 10 day period and the same is confirmed in writing by us. We will not unreasonably refuse to grant such an extension of time.
63. We reserve the right to review our storage charges periodically. We will inform you of any change in the applicable rates by giving you notice in writing not less than 2 months before the change in rates. The new rates will then apply from the end of that 2 month period.
64. We reserve the right to terminate the storage contract by giving you not less than 3 months notice in writing. If the goods have not been collected by you, or on your behalf, or delivered to you or to your order, by the time the storage contract terminates then the goods will thereafter only be held entirely at your risk and we will have no liability for the same.
65. If you wish to terminate the storage contract you may do so by giving us not less than 14 days notice in writing. Storage charges will then be payable up to the end of the notice period or the date on which the goods are removed, whichever is the later. All charges must be paid upto date before the goods can be released. Once the charges are paid we will endeavour to release the goods at a time that is convenient to you.
66. If you decide to collect the goods rather than having them delivered then we reserve the right to charge a reasonable hand out charge for handing them over. You are reminded that our responsibility for the goods ends in accordance with clause 47. We must stress the importance of goods being properly checked by you on delivery or handing over to you or your representative.

EXTRA CONDITIONS THAT APPLY TO FOREIGN REMOVALS

67. The following terms and conditions apply only where the goods are destined for or are received from a place outside the United Kingdom (a) We will accept liability only for loss or damage to goods when it occurs whilst they are in our actual possession. For the avoidance of any doubt goods will be deemed to remain in our possession when the carrying vehicle is being carried on a ferry whether the vehicle's crew are actually in the vehicle or not. In such circumstances our liability will be ascertained as if it were a domestic removal. If the loss or damage occurs whilst the goods are in possession of another party, we will only accept liability 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. (b)Where we engage an international transport operator, shipping company or airline, to convey your goods to or from a place, port or airport, we do so on your behalf and the contract with that carrier shall be subject to any terms and conditions set out by that carrier. (c)The carrier referred to at clause 71(a) and (b) may restrict his liability by reference to contractual terms and conditions and international conventions. These may severely restrict the potential liability that the carrier has to you. (d) Furthermore you may become liable for General Average contribution (that is the costs incurred to preserve the carrying vessel and cargo in certain circumstances), salvage costs and costs of forward transmission. (e) You are therefore strongly recommended to arrange adequate marine/transit insurance cover over the goods. This is your sole responsibility and we will not in any way accept liability if you fail to arrange adequate or appropriate insurance cover over the goods. We can arrange suitable cover on request and on payment of the required premium. (f) We will not accept liability for goods confiscated, seized or removed by Customs Authorities, or similar bodies and Government Agencies other than in circumstances where such confiscation, seizure or removal occurs due to our negligence or breach of contract.

LATE KEY POLICIES

68.

a) in the case of key handover delays we provide 2 hours of waiting time free of charge. After 2 hours we charge £90 (+VAT) per hour of delay, charged pro-rata.
b) we offer a late key waiver of £90 (+VAT) which you can add to your quote. This ensures no additional charges up until 4pm. If the keys have not arrived by 4pm on the day of the move then the removal would need to completed on the next working day, subject to our availability. This would be considered an additional removal and 100% of the removal costs would be due.

GENERAL

69. The provisions contained in this contract are considered fair and reasonable by the parties but if any provision shall be found to be unenforceable but would be valid if any part of it were deleted or modified, the provision shall apply with such modifications as may be necessary to make it valid and effective.

PACKING

70. If we do not carry out packing then any packable items will not be covered by our insurance, only larger items that cannot be packed and handled by us will be covered. If we do a partial pack of fragile only items, then only the items deemed as fragile by our insurers will be covered. Part pack jobs that do not have a prepared and signed inventory by customer of what items have been packed by themselves and our team will not be insured.

COMPLIMENTARY INCENTIVE SERVICES

71. As an incentive we may offer complimentary add-on services such as cleaning and carpet cleaning. It is at our discretion as a company whether we offer these services to you the customer. The services being offered is completely down to availability on your move date. It is at our discretion if we retract the services due to any changes in circumstances, including move date changes and size of move changing. This also includes circumstances in which key handover is delayed and you are having the service carried out in your new property. If you receive keys too late for the cleaner to start and finish by 5pm finish time, we unfortunately will not be able to carry out the clean. If your date changes we cannot guarantee that it will be possible to honour your complimentary services that were based on your original move date. This again will be completely down to availability and is at our discretion whether we still grant these complimentary services. Complimentary carpet cleaning is only eligible to jobs 1,000 cubic feet and above. Complimentary carpet cleaning is limited to a maximum of 3 areas/rooms, (or 2 hours worth of work). Any additional areas/rooms or additional time spent will be chargeable. Complimentary cleaning is only eligible to jobs of 750 cubic feet and above. Complimentary cleaning is limited to 2 hours worth of work, any additional time spent will be chargeable. Complimentary cleaning is a basic clean, covering visible surfaces, wipe down of kitchen, all bathrooms sanitised, all floors cleaned and vacuumed.

MAN AND VAN

72. If using our man-and-van service customers should be aware that this service does not include insurance for any goods in transit or in storage.

REFER A FRIEND

73. Our Refer a Friend promotion may be withdrawn at any time. Any vouchers handed out are only valid for a period of 24 months after the move date when the voucher was received by the customer. For the friend to claim £50 off their move, they need to tell us that they have a Refer a Friend voucher when they request a quote. On completion of the friends move they need to send us the original customers name and email address. We will then send out the £50 M&S voucher to the referring customer. The Refer a Friend offer is only valid when the total move cost (not including any storage costs) is over £400. Voucher payable on completion of your friends move. Voucher can only be passed on by a previous Moving Home Made Easy customer. Only one voucher per move. Cannot be used in conjunction with any other offer or discount. Voucher has no cash value.

COOLING-OFF PERIOD

74. As a consumer, you have certain rights to cancel this contract with us if the agreement between us has been finalised in a particular way. If we have agreed the contract for removals away from our own premises (for example, at your house) or over the telephone or by email (without having been to your house first), you have the right to cancel the contract within 14 days. This is known as a cooling-off period. However, if you want to schedule the removals date within the 14-day period, you would need to forego this cooling-off period. If the above exception is applicable to this removal, we will highlight this to you, and ask you to tick the box on the 'acceptance of quotation' form to confirm your request to have the removal carried out within the 14-day period.

DISPUTES

75. 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.

DISMANTLING AND REASSEMBLY

76. We will not dismantle or reassemble any kit, system, or flat-pack furniture unless agreed in writing. If dismantling and reassembly is agreed then it is understood that whilst we will do our very best to dismantle and reassemble items carefully, it should be noted that some kit, system and flat-pack furniture may not be designed to come apart and go back together again. There may be glue, nails and other forms of fixings which make it difficult or impossible to reassemble the item(s) into a state that you will be satisfied with. These items are specifically excluded from our insurance and contractual liability.

Questions and Answers

Q. Do these terms and conditions include clauses where surcharges can be applied for late key exchange on move day?

A. Removal companies terms and conditions often carry the right to surcharge for any "waiting time" that is incurred whilst waiting for access to a home movers new home. For added peace of mind at Moving Home Made Easy we offer home movers the option of a waiver which covers any unexpected waiting time.

Q. Are there any cancellation charges if I cancel the services I've booked with Moving Home Made Easy?

A. Cancellation charges are as follows - for cancellations notified more than 10 working days before the removal was due to start there is no charge. Between 5 and 10 working days inclusive before the removal was due to start: not more than 30% of the removal charge. Less than 5 working days before the removal was due to start: not more than 60% of the removal charge. Within 24 hours of the move taking place: not more than 75% of the removal charge. On the day the work starts or at any time after the work commences up to 100% of Our charges.

We offer a **cancellation waiver** which covers any potential cancellation or date change surcharges. Our cancellation waiver is calculated as 15% (+VAT) of the total removal cost and is subject to a minimum charge of £150 +VAT.

Q. Are there any goods that are not permitted to be moved or stored by Moving Home Made Easy?

A. Clause 8, 9, 10 and 11 covers all items that are forbidden to be moved or stored. For example; animals, plants, food, drinks, drugs, ammunition, monies, jewellery, flammables, collector stamps, etc.

Q. Clause 41 states that Moving Home Made Easy's liability will not exceed £40/item for goods lost or damaged. Is this the limit of insurance that my goods are covered for?

A. No, the limited liability of £40/item is only if you choose to use your own insurance or you do not purchase our insurance cover. Our standard cover overrides this clause when purchased, or when it is included in our quotation.

Q. Is there an excess on any insurance claim for loss or damage?

A. Insurers will not pay the first £100 of each customer's claim. £50 payable by Customer and £50 payable via remover.

Q. Clause 47c states no cover is in place for items not packed or unpacked by Moving Home Made Easy?

A. The removal industry standard terms and conditions and insurance coverage for home movers who choose to pack their own china or breakables, etc. into boxes provides limited cover for loss, negligence or accidental breakage by our staff. For full cover to be in effect our trained packers need to pack the boxes.

Q. Clause 30 Payment of our Charges states payment should be made in advance?

A. Yes, we require payment for all removal services no later than 7 days prior to the booked move date. Such advance payments are protected under the BAR Advanced Payment Guarantee scheme, as detailed in the BAR Code of Practice (T&C's apply).

Q. What is the time limit for any claim for loss or damage?

A. Any claim should be made in writing within 7 days of delivery of the goods, any extension to this period must be requested within the 7 days and agreed by us in writing.

Q. Is there a notice period for ending a storage contract with Moving Home Made Easy?

A. Any storage contract is subject to a minimum 14 day notice period. We will, where possible, accommodate any earlier requested end to a storage contract.

Cancellation Waiver

This is an example of how our Cancellation Waiver works.

If you were to cancel your move 4 days before your move day:

With no waiver:

Cost of your move	£1,400
Cancellation charge (60%)	£840
Cost of rearranged move	£1,400
Total Cost (+VAT)	**£2,240**

With the waiver:

Cost of your move	£1,400
Cost of waiver (15%)	£210
Cancellation charge	£0
Cost of rearranged move	£1,400
Total Cost (+VAT)	**£1,610**

Late Key Waiver

This is an example of how our Late Key Waiver works.

With no waiver:

Move day key exchange time	12:00noon
Keys actually arrive	4:00pm
Total delay (4hrs - 2hrs free)	2hrs
Cost of delay (2hrs x £90)	£180
Total cost of key delay (+VAT)	**£180**

With the waiver:

Move day key exchange time	12:00noon
Keys actually arrive	4:00pm
Total delay (4hrs - 2hrs free)	2hrs
Cost of Key Delay Waiver	£90
Total cost of key delay (+VAT)	**£90**