

# TERMS AND CONDITIONS

These Terms and Conditions set out the agreement between the **Bestway Relocation Ltd** (hereinafter referred to as "the Contractor") and the **Customer** (hereinafter referred to as "you"), and define the respective rights, responsibilities, and obligations of both parties. For the purposes of this agreement, references to "we" or "us" shall be construed as referring to the Contractor, while references to "you" shall be construed as referring to the Customer. The term "Goods" shall mean the items that are to be removed and/or stored under the terms of this contract.

## 1. Quotations

**1.1** All quotations are subject to VAT and do not include any customs duties, levies, or other governmental fees. Any such charges, if applicable, are your responsibility and must be paid in addition to the quoted price.

**1.2** While we provide a fixed price quotation, we reserve the right to revise it or apply additional charges if any of the following conditions were not considered when the quotation was prepared:

**1.2.1** If due to any circumstances outside our control the work is not carried out or completed within three months of the quotation date.

**1.2.2** Our costs increase due to currency changes, tax adjustments, or freight charges beyond our control.

**1.2.3** Goods must be collected from or delivered to a floor above the first upper level.

**1.2.4** We supply any additional services.

**1.2.5** There are delays beyond our reasonable control; in such cases, additional charges for waiting time will apply, based on our standard rates at the time.

**1.2.6** Access to the collection or delivery point is inadequate or the approach is unsuitable for our vehicles.

**1.2.7** We incur any parking fees or other charges necessary to perform the services requested. You will be responsible for these additional costs.

**1.3** Our quotation does not guarantee vehicle availability on your requested date. Therefore, your signed acceptance of our quotation does not create a binding contract until we confirm in writing that we can carry out the move on the specified date. We will provide this written confirmation within one working day of receiving your signed acceptance.

## **2. Work excluded from our quotations**

**Unless previously agreed in writing we will not:-**

**2.1** Dismantle or assemble unit-furniture (flat-pack), fittings or fitments (and in any event these works will not be covered by any insurance provided.)

**2.2** Disconnect or reconnect appliances, fittings, or equipment.

**2.3** Remove or lay fitted floor coverings.

**2.4** Take down or re-hang curtains, blinds, or other window coverings.

**2.5** Move night storage heaters unless they are dismantled.

**2.6** Move or store any items excluded under Clause 4.

**2.7** Move any item or items which our removal crew reasonably believe they cannot move safely or the removal of which may damage the item or items in question or its or their surroundings.

## **3. Excluded Property**

**The following items are specifically excluded from this contract and will not be removed:-**

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

**3.2** Potentially dangerous, damaging, or explosive items.

**3.3** Goods likely to encourage vermin or other pests or to cause infection.

**3.4** Refrigerated or frozen food or drink.

**3.5** Any animals and their cages or tanks including pets, birds, or fish.

**3.6** Cars, boats, and caravans.

**3.7** Furs, perfumery, wines, spirits, tobacco, cigars, cigarettes, foodstuffs, perishable goods, or any kind of explosives.

Such items shall not be accepted for removal by the Contractor except where expressly agreed in writing in advance. Should any such items be submitted without the prior knowledge and written consent of the Contractor, the Contractor shall not be liable for any loss or damage arising therefrom, save where such loss or damage results in death or personal injury caused by the negligence of the Contractor, its employees, or agents. The Customer shall indemnify the Contractor against all claims, charges, expenses, damages, or penalties incurred or suffered as a result of any third-party action in connection with such items. Furthermore, the Contractor reserves the right, without notice, to dispose of any such items as referred to in clauses 4.2, 4.3, 4.4, 4.5, and 4.7 of these terms and conditions.

**3.8** Breakage of owner packed property unless the box or container shows signs of external damage.

## **4. Customer's responsibility**

**It is your sole responsibility to:-**

**4.1** Declare to us the proper value of the Goods prior to the moving day.

**4.2** Obtain at your expense all documents necessary for the removal to be completed.

**4.3** Be present yourself or appoint a representative at the departure and destination points to ensure that nothing is removed or left in error or is left in the wrong room.

**4.4** Prepare adequately and stabilise all appliances prior to their removal.

Other than by reason of our negligence we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

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

**By entering into this contract you confirm to us that:-**

**5.1** The Goods are your own property; or

**5.2** You have the authority of the owner of the property to make this contract in respect of the Goods.

You will be responsible to pay for any claim for damages and/or costs against either of the above if this proves to be untrue.

## **6. Postponements/Cancellations**

**6.1** In the event that you postpone or cancel this contract, we reserve the right to levy a charge based on the amount of notice given prior to the agreed removal date. Where notice of cancellation or postponement is given between two (2) and three (3) days before the scheduled removal date, no cancellation fee shall be payable.

**6.2** The provisions of Clause 7.1 shall not apply in circumstances where you have elected to purchase the optional removal postponement and/or cancellation protection waiver, as separately quoted by us.

## **7. Payment of Removal Charges**

Unless otherwise agreed by us in writing, all charges must be paid in full and received by us as cleared funds prior to the delivery of your Goods. Unless expressly agreed otherwise, you shall not be entitled to withhold any portion of the agreed price.

We reserve the right to terminate this contract and to refrain from performing any of the services quoted should payment not be received prior to the scheduled removal date. Furthermore, failure to comply with our payment terms shall render the Goods uninsured for the purposes of this contract.

## **8. Our liability for loss or damage**

**8.1** Restricted liability

**8.1.1** If you do not provide us with a declaration of value of your goods or you do not require us to accept Regular Liability pursuant to clause 9.2 below, then in the event that we lose or damage your goods through our negligence or our breach of contract, we will pay you up to a maximum of £50.00

sterling for each item which is lost or damaged, to cover the cost of repairing or replacing that item. In this respect an item is defined as any one article, suite, pair, set, complete case, package, carton, or other container.

**8.1.2** We may choose to repair or replace the damaged or lost item. However, if we choose to repair the item, we will not be liable for any depreciation in value.

**8.1.3** Other than because of our negligence, we will not be liable for any loss, damage, or failure to deliver the goods if it is caused by any of the following circumstances:

**8.1.4** Fire however caused.

**8.1.5** War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, act of God, industrial action, or other such events outside our reasonable control.

**8.1.6** 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.

**8.1.7** Cleaning, repairing, or restoring unless we did the work.

**8.1.8** Moth or vermin or similar infestation.

**8.1.9** Electrical or mechanical derangement to any appliance, instrument, or equipment unless there is evidence of external impact.

**8.1.10** Additionally, we will not be liable for any loss of or damage to:

**8.1.11** Any goods in wardrobes, drawers, or appliances, or in a package, bundle, case or other container not both packed and unpacked by us.

**8.1.12** Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a similar kind, unless you have previously given us full information including value, and we have confirmed in writing that we will accept responsibility.

**8.1.13** Goods which have a relevant proven defect or are inherently defective.

**8.1.14** Animals and their cages or tanks including pets, birds, or fish.

**8.1.15** Plants.

**8.1.16** Refrigerated or frozen food or drink.

**8.1.17** Other than because of our negligence, we will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage, or failure to deliver the goods.

## **8.2 Regular Liability**

**8.2.1** If you provide us with a declaration of the value of your goods and you agree to pay an additional charge the amount of our liability to you will be as follows:

**8.2.1.1** In the event of loss or damage caused by our negligence or breach of contract, our liability to you will be assessed as a sum equivalent to the cost of their repair or replacement, taking into account the age and condition of the goods immediately prior to their loss or damage but subject to a maximum liability of £50,000 (unless we have agreed a higher amount with you).

**8.2.1.2** Where the lost or damaged item is part of a pair or a set, our liability to you, where it is assessed to be the cost of replacement of that item, it is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set.

**8.2.1.3** Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.

**8.3** Any liability under clause 9.1 or 9.2 above is expressly subject to all or any other applicable exclusions set out elsewhere in this agreement.

## **9. Delays in transit**

**9.1** Unless we give a specifically agreed written timescale then arrival and departure times are an estimate only.

**9.2** If we do not keep to an agreed written time scale schedule and any delay is within our reasonable control, we will pay your reasonable expenses which arise as a result of our not keeping to the agreed written time schedule. If through no fault of ours we are unable to deliver your goods,

we will take them into the store. This contract will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

#### 10. **Damage to premises**

We shall only be liable for damage to premises caused by our negligence. Any damages to premises must be noted on the delivery receipt and confirmed in writing to us within seven days unless you request a reasonable extension which we agree in writing.

#### 11. **Time limits for claims**

We will not be liable for any loss or damage to any goods unless any claim for loss or damage is notified to us in writing WITHIN SEVEN DAYS (this is a requirement of insurers) of either their collection by you or delivery by us to their destination, unless you request a reasonable extension which we agree in writing.

#### 12. **Our rights to withhold or dispose of goods.**

We have a legal right to withhold or (subject to complying with the notice procedure in condition 15.6) 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 charges 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 as a result of our withholding your goods and these terms and conditions will continue to apply.

#### 13. **Disputes**

#### 14. **Subcontracting the work.**

**14.1** We reserve the right to sub-contract some or all the work for which we have provided a quotation without reference to you.

**14.2** If we sub-contract these conditions will still apply in full.

#### 15. **Storage services**

**The following terms in addition to all other terms set out in this document will apply to all contracts for the storage of goods: -**

**15.1** If you require storage facilities, you are obliged to provide a forwarding address and notify us in writing if it changes. All correspondence and notices will be deemed to have been received by you seven days after posting it to the last forwarding address recorded by us.

**15.2** The manner in which goods are transported and whether we use conventional or containerised storage shall be within our sole discretion unless otherwise confirmed in writing.

**15.3** Where we provide an inventory of goods stored on your behalf it will be accepted as accurate unless you provide us with written notice of any errors or omissions within 14 days of our posting the inventory to you.

**15.4** All charges for storage services are payable in advance. All our charges including removal charges must be paid in full in cleared funds before any goods are released from storage and we shall be entitled to exercise a lien over those goods until we receive payment of all charges due from you to us.

**15.5** We review our storage charges periodically. You will be given 28 days' notice in writing of any increases following which our revised rates as notified will apply. We will always act reasonably in reviewing our storage charges.

**15.6** On giving you 28 days' notice we are entitled to require you to remove your goods from our custody and pay all money due to us. Any such notice will tell you that we will dispose of your goods three months thereafter if you fail to pay all outstanding sums due to us and, in that event, we will do so 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.

**15.7** If your payments are up to date, we will not end this contract except by giving you three calendar months' notice in writing. If you wish to terminate your storage contract, you should give at least 14 days' notice. Whilst we will use reasonable endeavours to arrange the release of your goods on the dates you require, specific dates cannot be guaranteed.

**15.8** If you choose someone else to collect your goods from our storage facilities, we are entitled to make a charge for handing them over.

## **16. Whole agreement**

These Terms and Conditions, together with our written quotation, constitute the entire agreement between the parties and shall supersede and take precedence over any prior oral representations or



discussions. Any variation to these Terms and Conditions shall be effective only if agreed mutually and confirmed in writing. For the avoidance of doubt, any such variation shall not affect the validity or enforceability of the remaining provisions of these Terms and Conditions.

## 17. **Jurisdiction**

This contract shall be governed by and construed in accordance with the laws of England and Wales where our principal place of business is located in England or Wales, or, where our principal place of business is located in Scotland, by the laws of Scotland.