

SWIFTLY MOVED – TERMS AND CONDITIONS

Terms and Conditions

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.

Extra note: Please be advised that it is part of these terms and conditions that if upon loading Your goods We find that We are unable to deliver them on the appointed day due to circumstances beyond Our control. e.g. You are unable to complete the move into Your new home due to the transfer of funds not going through or for other contractual reasons or due to exceptional weather conditions which mean that We are not safely able to reach Your new address, snow or flooding etc, there will be an excess charge for re-delivery of Your goods at a later date as well as possible storage charges if the goods are held by Us until such re-delivery; nor will We be responsible for any costs incurred by yourselves as a result of such circumstances.

1. Our Quotation

1.2 Additional charges will apply in the following circumstances:

1.2.1 We supply any additional services, including moving or storing extra goods.

1.2.2 The entrance or exit to the premises, stairs, lifts, or doorways are inadequate for free movement of Your belongings and require mechanical equipment and/or structural alteration.

1.2.3 The approach, road or drive is unsuitable for Our vehicles and/or containers to load and/or unload within 20 metres of the doorway.

1.2.4 We have to pay parking fees/fines or other fees or charges in order to carry out services on Your behalf.

1.2.5 There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the agreed work.

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:

2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.

2.1.3 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 5.

2.1.6 Dismantle or assemble garden equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move paving slabs, 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.

SWIFTLY MOVED – TERMS AND CONDITIONS

3. Your responsibility

3.1 You agree to:

3.1.2 Obtain at Your own expense, parking fines, 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 Ensure that inventories, receipts, job sheets or other relevant documents are signed by You or Your authorised representative as confirmation of collection or delivery of 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 stabilise all appliances or electronic equipment prior to their removal.

3.1.9 Empty, properly defrost and clean refrigerators and deep freezers as 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 and 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.

3.2 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. Our responsibility

4.1 It is Our responsibility to deliver Your goods to You, or produce them for Your collection, undamaged. By “undamaged” We mean in the same condition as they were in at the time when they were packed or otherwise made ready for transportation and/or storage.

4.2 In the event that We have undertaken to pack the goods, or otherwise make them ready for transportation and/or storage, it is Our responsibility to deliver them to You, or produce them for Your collection, undamaged. Again, by “undamaged” We mean in the same condition as they were in immediately prior to being packed/made ready for transportation and/or storage.

4.3 We will not be liable to compensate You where clauses 2.2, 3.2, 5.2 and 5.3 apply unless loss or damage occurred as a result of negligence or breach of contract on Our part.

4.4 Unless otherwise agreed in writing in advance We will not be responsible for any parking fines incurred by Us in carrying out the work.

5. Goods not to be submitted for removal or storage

5.1 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

SWIFTLY MOVED – TERMS AND CONDITIONS

will under no circumstances be moved or stored by Us. The items listed under 5.1.1 below may present risks to health and safety and of fire. Items listed under 5.1.2 to 5.1.7 below carry other risks and You should make Your own arrangements for their transport and storage.

5.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.

5.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.

5.1.3 Goods likely to encourage vermin or other pests or to cause infestation or contamination.

5.1.4 Goods, which in Our opinion are hazardous to health, dirty or unhygienic or likely to attract vermin or pests – We may refuse such goods without liability to You.

5.1.5 Perishable items and/or those requiring a controlled environment.

5.1.6 Any animals, birds, fish, reptiles or plants.

5.1.7 Goods which require special licence or government permission for export or import.

5.2 If We do agree to remove such goods, We will not accept liability for loss or damage unless We are negligent or in breach of contract, in which case all these conditions will apply.

5.3 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 an appropriate court order to dispose of any such goods found in the consignment. You will pay to Us any charges, expenses, damages, legal costs or penalties incurred by Us disposing of the goods.

6. Ownership of the goods

6.1 By entering into this Agreement, You guarantee that:

6.1.1 The goods to be removed and/or stored are Your own property, or the goods are Your property free of any legal charge, or

6.1.2 You have the full authority of the owner or anyone having a legal interest in the goods 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.

6.1.3 If at any time following the implementation of this Agreement to its termination another person has or obtains an interest in the goods You must advise Us of their name and address in writing immediately.

6.1.4 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 6.1.1 or 6.1.2 is untrue.

6.1.5 If You wish to transfer responsibility of this Agreement to a third party You must 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.

7. Damage to premises or property other than goods

SWIFTLY MOVED – TERMS AND CONDITIONS

7.1 Because third party contractors or others are frequently present at the time of collection of your belongings or delivery it is not always possible to establish who was responsible for loss or damage. Therefore Our liability is limited as follows:

7.1.1 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.

7.1.2 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.

7.1.3 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.

8. 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. 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) incurred by Us in recovering Our charges and applying Our right of lien. These terms and conditions shall continue to apply.

9. Disputes

If there is a dispute arising from this Agreement which cannot be resolved, either party may refer it to the Conciliation Service provided by the British Association of Removers (BAR). If the dispute cannot be settled by this method, it may be referred by either party to the BAR Arbitration Service. Under this scheme, the case will be independently determined by an arbitrator appointed by Independent Dispute Resolution Services Ltd. Recourse to arbitration 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. Conciliation does not prejudice Your right to commence court proceedings.

10. Cancellation Policy

We know that things happens and that not everything always goes to plan. It's no problem if You need to cancel Your job, but you need to bear in mind that You will be charged a cancellation fee according to how much notice is given, and in accordance with the terms of Your contract.

We don't like having to charge You a cancellation charge, but We need to do this because once You have booked the date for Your move, We will set aside man power and vehicles to be able to get You moved on your chosen date. If You cancel soon before You're scheduled to move, We will have difficulty re-allocating its resources to another job. This is why cancellation policies are often staggered such that, the closer Your cancellation date is to Your moving date, the higher the charge.

SWIFTLY MOVED – TERMS AND CONDITIONS

If You cancel Your job more than 10 working days before Your job was scheduled to start, You will be refunded the full deposit amount paid towards Your job, between 5 and 10 working days inclusive before the removal was due to start: 50% of Your deposit; Less than 5 working days before the removal was due to start: 100% of your deposit (by the way, a 'working day' means a normal working week of Monday to Friday and excludes weekends and public holidays). In order to obtain a refund for Your deposit, You will need to contact Us in one of the ways set out below:

- (a) Contact us on 0203 189 1194; or
- (b) Contact us by emailing info@swiftlymoved.com; or
- (c) Fill in the contact form on our 'Contact Us' page

11. Your forwarding address

11.1 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.

11.2 If You do not provide an address and/or do not 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.