

# **KEANS REMOVALS & STORAGE LTD**



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## **TERMS AND CONDITIONS – FULL LIABILITY**

1. These terms and conditions form the basis of the contract between us, Keans Removals and Storage Ltd 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. It does include provisions that limit our responsibilities and potential liability to you. We specifically draw your attention to these.
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 signing. If there is anything that you do not understand or do not wish to agree to, then please discuss it with us before signing and returning the quotation. Only enter into this contract if you wish to be bound by the terms and conditions set out below.

## **OWNERSHIP OF THE GOODS**

### **4. 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 and conditions for and on behalf of the owner(s).**

5. **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 4 not being true.**

## GOODS THAT WE WILL NOT ACCEPT FOR REMOVAL OR STORAGE

6. We will happily remove and store most items that you may wish to submit for removal or storage. However, we are, subject to clauses 7-9 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 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, 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.
7. 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.
8. **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.**
9. **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

10. 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.
11. 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.
12. We hold insurance, with a specialist insurer, to cover our potential liability to you for loss or damage to your goods or for losses arising from delay upto the level of liability under this contract. The insurance is subject to terms and policy excess. If you would like more detail as to the level of insurance we hold we would be delighted to refer you to our insurance brokers who will discuss the level of cover provided with you.

## WHAT WE WILL NOT DO

13. There are certain things that we do not do and which are not covered under this contract. They are:
  - (a) dismantling or assembling flat pack furniture, or a property's fitments or fittings;
  - (b) disconnecting or reconnecting any equipment or appliances;
  - (c) securing or preparing for transit, as necessary, equipment or appliances, such as but not limited to securing washing machine drums;
  - (d) taking up or laying fitted floor coverings of any kind;
  - (e) removing storage heaters unless they are already disconnected and adequately dismantled.
14. 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.
15. We do not arrange insurance to cover your goods. We are unable to offer this service due to FSA regulation on the sale of insurance.

## 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 sign, where indicated, and return the quotation to us. We also accept acceptance by email. This will form a legally binding contract between you and us. That contract will be subject to these terms and conditions. You should only sign and return or email confirmation of the 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) The removal not commencing, other than because of our breach, within 3 months of acceptance of the quotation;
  - (b) The work being undertaken on a weekend or public holiday;
  - (c) Collection or delivery other than to the ground or first floor of a property;
  - (d) Removal or storage of extra goods that have not been shown or made known to us;
  - (e) Provision of extra services;
  - (f) Removal or storage of any goods mentioned at clause 6;
  - (g) Any costs, charges or fees that are incurred, including parking fees and permits, in undertaking any removal;
  - (h) 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;
  - (i) Changes to our costs due to changes in currency values, taxation or freight charges which are beyond our reasonable control;
  - (j) Delays occurring for reasons that are outside our reasonable control;
  - (k) the total value of the goods being in excess of £50,000.
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 the extra costs and expenses incurred because of the effect of those matters.
22. The quotation shall not under any circumstances include a charge for arranging or otherwise procuring insurance over the goods themselves during the removal or storage.

## DECLARATION OF VALUE

23. The value of the goods, for the purposes 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.
24. Under the terms and conditions of this contract we have assumed that the value of the goods submitted for removal or storage does not exceed £50,000. **Accordingly unless a higher limit is declared our liability to you under this contract for loss and/or damage to the goods shall be limited to a total of £50,000.**
25. However, we do not know the value of the goods to be submitted for removal and/or storage. We are giving you the chance to discuss and agree different amounts from that set out at clause 24. If the goods are worth more than a total of £50,000 we ask that you tell us and declare the actual value to us as soon as possible. You will note that the quotation form provides for such a declaration.
26. Subject to an increase in the quotation and/or price being agreed, if applicable, and to our written consent to the increased value applying we will uplift our total potential liability for loss and/or damage to the goods under this contract from £50,000 to the value you have declared.

## YOUR RESPONSIBILITY

27. Whilst we have many responsibilities under this contract there are some matters that you must be responsible for. These are:
  - (a) Declaring to us, in accordance with clause 25, the value of your goods if you wish for our total potential liability for loss and/or damage to the goods to be more than £50,000;
  - (b) Being present, either yourself or through a representative, throughout collection and delivery of the goods;
  - (c) Checking that all the goods are both collected and delivered;
  - (d) Checking that nothing is collected and/or delivered in error;
  - (e) Obtaining all necessary permits, licences, customs documents etc that are necessary for the removal to take place;
  - (f) 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;
  - (g) 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.
28. 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 and/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 we will be entitled to assume that you have duly received any communication from us.
29. If you wish for your goods to be insured whilst being removed or stored you must arrange this. We cannot arrange such insurance due to FSA Regulation. However, we do maintain insurance of our own to cover our potential liability to you for loss and/or damage to your goods or for losses arising from delay upto the level of liability under this contract.
30. **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 at clauses 26-29 unless that loss was in fact caused by our negligence.**

## **POSTPONEMENT AND CANCELLATION**

31. 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.
32. If you cancel or postpone more than 14 days before the removal date then there shall be no charge payable by you.
33. If you cancel or postpone less than 14 days but more than 8 days before the removal date then you shall pay to us a charge equivalent of 45% of the agreed removal charge.
34. If you cancel or postpone 8 days or less before the removal date then you shall pay to us a charge equivalent of 70% of the agreed removal charge.

## **PAYMENT OF OUR CHARGES**

35. Clauses 36-39 set out the basis on which our charges must be paid, unless we agree otherwise.
36. You will pay for all removal services, at the agreed rate, prior to the commencement of the removal. 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.
37. You will pay any other charges or monies that become due or payable under this contract within 30 days of us sending you an invoice or request for the same.
38. You will pay all storage charges one month in advance.
39. Interest shall accrue and you shall pay it on all overdue or outstanding monies at a rate of 4% above the base rate of Royal Bank of Scotland plc.

## **UNDERTAKING THE REMOVAL**

40. 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 and/or storage as we believe are appropriate.
41. 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 LIABILITY FOR LOSS OR DAMAGE**

42. We shall, 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.
43. We shall, 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.
44. 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, as defined by clause 23, above.
45. 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.
46. 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 23 above.

## **WHAT WE WILL NOT BE LIABLE FOR**

### **IMPORTANT NOTE. THESE TERMS EXCLUDE AND LIMIT OUR RESPONSIBILITIES AND LIABILITY TO YOU**

- 47. We shall not be responsible for any claim for loss or damage to the goods or for delay where the total claim amounts to less than a total of £25.**
- 48. Where any item forms part of a pair or set we shall not be liable for more than the value of that particular item, without reference to any special value which such item may have as part of a pair or set.**
- 49. We shall not under any circumstances be responsible or liable for any consequential or indirect losses, including but not limited to loss of profits or lost opportunity.**
- 50. Other than where losses occur because of negligence on our part we will not be liable for losses arising from:**
  - (a) 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;**
  - (b) Normal wear and tear, ageing, natural or gradual deterioration, leakage or evaporation;**
  - (c) Incidence of moths, vermin or similar infestation;**
  - (d) Cleaning, repairing or restoring, unless we agreed to do the work;**
  - (e) Electrical or mechanical derangement to any appliance or equipment unless there is evidence of external impact 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.**
- 51. Other than where losses occur because of negligence 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;**
  - (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, drawers, 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.**
- 52. We shall not be responsible or liable if you submit for removal or storage any of the goods listed at clause 6, without our agreement, in accordance with clause 7. Such goods shall be removed or stored entirely at your risk.**
- 53. If we do agree, in accordance with clause 7, to remove or store any of the goods set out at clause 6 then our liability for loss and damage to them shall be limited as set out in clause 8.**
- 54. 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**

55. If the collection or delivery of the goods is delayed we will, if the delay arises from our negligence, pay your reasonable expenses that arise as a result of the delay, such as but not limited to reasonable hotel costs.
- 56. Under no circumstances shall our liability for delay exceed a total of £2000.**
- 57. Other than as set out in clauses 55 and 56 we shall not be responsible and shall not have to indemnify or compensate you in respect of any costs or losses arising from delay.**
58. If we are unable to deliver the goods we may take them into store. Other than where the delay results from our negligence 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 ITEMS OR PROPERTY OTHER THAN THE GOODS BEING REMOVED OR STORED**

59. 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.
60. 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 on our part.
61. 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 immediately 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 & TIME LIMITS FOR CLAIMS**

62. 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.
63. 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.

### **64. 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 a case of loss or non-delivery of all of the goods the claim must be notified within 7 days of the anticipated delivery date, or when you were informed of the loss, whichever is the earlier. In all cases these time limits will apply unless a time extension is requested by you, within the 7 day period, and such extension is 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)**

65. 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.
66. Furthermore we may sell all or some of your goods to recover any unpaid charges. We can only do this after giving you 30 days 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**

67. 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**

68. This contract shall be subject to exclusive English law and jurisdiction.

## **EXTRA CONDITIONS THAT APPLY TO THE STORAGE OF GOODS**

69. If you have failed to provide an address in accordance with clause 28 or if you fail to respond to our correspondence then we shall be entitled to publish notices in an area from which the goods were removed. The publication of such notice shall be accepted as valid communication with you.
70. 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 apply from the end of that 2 month period.
71. 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 in respect of the same.
72. 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 up to 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.
73. 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 51. 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**

74. The following terms 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, such as a shipping line, we will not be liable and you will have to pursue any claim against that party;
  - (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 75(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;
  - (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.

## **GENERAL**

75. 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.

## **IMPORTANT NOTICE**

THESE CONDITIONS HAVE BEEN PREPARED BY LEGAL REPRESENTATIVES OF REASON & CO. (S.E.) LTD AND AS SUCH ARE SUBJECT TO COPYRIGHT.