

South Eastern Removals

Terms & Conditions

These conditions explain the rights, obligations and responsibilities of all parties to the Contract. A contract is a two-way arrangement and it is important that everyone knows where they stand. Where we use the word 'you' or 'your' it means the Customer; 'we', 'us' or 'our' means South Eastern's. These terms and conditions can only be varied or amended by prior written agreement.

By accepting our quote and allowing our team to carry out the agreed work you are liable to our terms & conditions.

1. Our Quotation

Our offer is subject to availability of resource. It does not include when applicable customs duties, inspections, demurrage, or any other fees or taxes payable to government bodies or agencies. Insurance is shown separately.

We may change the price or make additional charges if any of the following have not been taken into account when preparing our quotation, are confirmed by us in writing and which increase our costs:

- (a) You do not accept in writing within 28 days, with a firm moving date to which we agree in writing
- (b) By your delay the work is not carried out or completed within six months.
- (c) Our costs increase (or decrease) because of currency fluctuations, changes in taxation, freight charges, fuel, ferry, or tolls change beyond our control.
- (d) The work is carried out on a Saturday, Sunday or Public Holiday or outside normal hours (0800 to 1800hrs) at your request.
- (e) We have to collect or deliver goods above the ground and first upper floor, at your request.
- (f) We supply any additional services, including moving or storing extra goods. (These conditions apply to such work.)
- (g) The entrance or exit to the premises, stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 20 metres of the doorway, and this means we have to do extra work.
- (h) Any parking or other fees or charges including fines that we have to pay in order to carry out services on your behalf.
- (i) There are delays or events outside our reasonable control which increase or extend the resources or time allowed to a complete the agreed work.
- (j) We agree in writing to increase our limit of liability set out in Clause 8 (a) prior to the work commencing.

In all these circumstances you agree to pay for the adjusted charges that may apply

(k) We have to pay operational charges in order to carry out the services, which may be brought in or amended at any time by the law. These may include (but are not limited to) Low Emission Zone (LEZ) charges and congestion charges.

2. Work not included in the quotation

Unless agreed by us in writing we will not:

(a) Dismantle or assemble unit or system furniture, fitments, fittings, equipment, garden items, play areas and the like.

(b) Disconnect, reconnect, dismantle or reassemble appliances, fixtures, fittings or equipment.

(c) Move storage heaters unless they are dismantled.

(d) Take up or lay fitted floor coverings.

(e) Move items from or to a loft unless it is properly lit and floored and safe access is provided.

(f) Move or store any items excluded under Clause 4.

Our staff are not authorised and may not be qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services and it is subject to a separate agreement.

3. Your responsibility

It will be your sole responsibility to:

(a) Declare to us the correct value of the goods being moved and/or stored or our liability will be reduced proportionally.

(b) Arrange adequate insurance cover for the goods submitted for moving transit and/or storage against all insurable risks as our liability is limited under clauses 8(a) & 8(b).

(c) Obtain at your own expense all documents, permits, permissions, licences, customs documents when necessary for the move to be completed.

(d) Be present or represented during the collection and delivery process. You agree that anyone signing documentation on your behalf does so as your agent.

(e) Take all reasonable steps to ensure that nothing that should be moved is left behind and nothing is taken away in error.

(f) 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.

(g) Prepare adequately and stabilise all appliances or electronic equipment prior to their movement.

(h) Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.

(i) Ensure that all appliances are clean and dry and have no residual fluid in them that may leak. Items like washers, hose pipes, petrol lawn mowers.

(j) Provide us with a correct contact address and telephone number for communication during transit and/or storage of goods.

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 your failure to discharge these responsibilities.

(k) Pay for any parking or meter suspension charges incurred by us in carrying out the work.

(l) Arrange appropriate transport, storage or disposal of goods listed in clause 4

4. Goods not to be submitted for removal or storage

The following items are specifically excluded from this contract:

(a) Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind, mobile phones, portable media and computing devices.

(b) Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, air tanks/cylinders, aerosols, paints, fuels, oils, firearms and ammunition.

(c) Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

(d) Perishable items including refrigerated or frozen food or drink and those items requiring a controlled environment.

(e) Any animals, reptiles, birds or fish.

(f) Goods which require special licence or government permission for export or import.

Such goods will not be moved by us except with our prior written agreement. In the event that we do move such goods we will not accept liability for loss or damage wholly or mainly attributable to the special nature of the goods concerned. If you submit such goods without our knowledge and prior written agreement we will not be liable for any loss or damage and you will indemnify us against any charges, expenses, damages or penalties claimed against us. In addition we shall be entitled to dispose of (without notice) any such goods which are listed under paragraphs 4(b), 4(c) or 4(d) at your expense.

5. Ownership of goods

By entering into this contract you guarantee that:

(a) The goods to be moved and/or stored are your own property free of any legal charge or

(b) The person(s) who own or have an interest in them have given you full authority to make this contract and have been made aware of these conditions and they have agreed to them.

You will meet any claim for damages and/or costs brought against us if either of these declarations are not true. Should another person at a time later obtain an interest you will advise us immediately of their full contact details so we may issue a new agreement to them.

6. Charges if you postpone or cancel the move

“Working Days” refers to the normal working week of Monday to Friday and excludes weekends and Public Holidays.

If you postpone or cancel this contract we may charge you according to how much notice is given to help recover our administration time and to offset our lack of work to cover the operational costs we will incur.

- (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 100% of Our charges.

7. Paying for our Services

Unless otherwise agreed by us in writing.

- (a) Payment is required in full by cleared funds 7* days in ADVANCE of the move or storage period.
- (b) You may not withhold any part of the agreed price.
- (c) In respect of all sums which are overdue to us we will charge interest calculated on a daily basis at 4% per annum above the prevailing base rate for the time being of The Bank of England.

7* If the booking is made with less than 7 days notice payment will only be accepted by same day BACS, bankers draft or building society issued cheque, or some credit and debit cards. We reserve the right not only to terminate this contract if payment is not received before the moving date but also not to carry out any of the services quoted for.

8. Our Liability for Loss or Damage

Our liability for loss or damage is limited as set out in Clause 8(a) below. Alternatively you may request us to increase our liability, as set out in clause 8(c) below, subject to our express written agreement in advance of carrying out the move and/or storage and payment of an additional charge as stated in condition 1(j) above.

- (a) In the event of our losing or damaging your goods, due to our negligence or breach of contract, we will pay you their value up to a maximum sum of £40 sterling for any one item, suite, set or complete case or other container and its contents whichever is the smaller sum to cover the cost of repairing or replacing that item, or
- (b) We may choose to repair or replace the damaged item. If an item is repaired we are not liable for depreciation in value.
- (c) Always subject to receiving your itemised valued inventory and request in writing to increase our liability prior to the move and/or storage commencing we may offer to extend our maximum liability to the value declared by you to us. This is not an insurance on the goods and you are strongly advised to accept the insurance offered in our quotation or if arranging insurance cover yourself, you are advised to show this contract to your insurance company.

Extra conditions that apply to moves to/from a country outside the United Kingdom

(a) We will accept liability only for loss or damage to goods when they are in our actual possession and if it can be proven that we were negligent. In such instances we will accept liability as in condition 8(a), 8(c) above. We are not liable for any loss, damage or failure to produce the goods if it is caused by those circumstances set out in condition 10.

(b) Where we engage an international transport operator, shipping company or airline to convey your goods to a place, or point of destination, we do so on your behalf and subject to the terms and conditions set out by that carrier.

(c) If the carrying vessel/conveyance should for reasons beyond the carrier's control fail to deliver the goods or route them to a place other than the original destination you have limited recourse against that carrier and may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel / conveyance and cargo) and salvage charges or the additional cost of onward transmission to the place port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit insurance cover.

(d) We do not accept any liability for goods confiscated, seized, damaged, or removed by Customs Authorities or any other Government Agencies unless directly caused by our negligence or breach of contract.

9. Damage to premises or property other than the goods moved

Because third party contractors or others are frequently present during a move it is not always possible to establish who was responsible for any loss or damage therefore our liability is limited as follows;

(a) We will not be liable for any damage to premises or property other than goods submitted for moving and/or storage unless we have been negligent or in breach of contract. Our liability is limited to making good the damaged area only.

(b) If we cause damage as a result of moving goods under your express instruction against our advice and where to move the goods in the manner instructed is likely to cause damage we shall not be liable.

(c) If we are responsible for causing damage to your premises or to property other than goods submitted for moving and/or storage you must note this on the worksheet or delivery receipt. This is fundamental to the contract.

10. Exclusions of Liability

Other than by reason of our negligence or breach of contract we will not be liable for any loss, damage or failure to produce the goods if it is caused by any of the following circumstances;

(a) By fire or explosion howsoever caused.

(b) By 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.

(c) By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.

(d) By moth or vermin or similar infestation.

(e) By cleaning, repairing or restoring unless we arranged for the work to be carried out under this contract.

(f) By atmospheric or climatic conditions.

(g) Any goods or articles in any item which has not been packed or unpacked by us, this includes goods left within furniture or appliances, and includes freezers.

(h) For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.

(i) To jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of a similar kind howsoever caused unless you have previously given us full particulars with value and we have confirmed that we accept responsibility as in conditions 8(a) or 8(c) above.

(j) To any goods which have a relevant proven defect or are inherently defective.

(k) Kit or system furniture, even when you have given written instructions to dismantle and reassemble, we cannot be liable for the quality when reassembled nor any resulting crumbling of the board.

(l) To animals and their cages or tanks including pets, birds or fish.

(m) To plants.

(n) To refrigerated or frozen food or drink, or those items requiring a controlled environment.

No employee of South Eastern shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this contract.

11. Time limits for claims

(a) For goods which we deliver you must notify us in writing of any visible loss, damage or failure to produce any goods at the time of delivery.

(b) If you or your authorised representative collect from our warehouse you must note in writing any loss or damage at the time the goods are handed to you or your representative.

(c) Notwithstanding Clause 8, 9 & 10 we will not be liable for any loss or damage to the goods unless a claim is notified to us or our overseas correspondent in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of delivery of the goods in order to allow us to properly investigate the claim.

(d) The time limits referred to in Clauses 11(a), 11(b) and 11(c) above shall be essential to the contract.

(e) Upon your written request we may at our discretion agree to extend your time for compliance with Clause 11(c) PROVIDED your request is received within the time limits provided for and subject to this proviso we will not unreasonably refuse such a request.

12. Delays in transit

(a) Other than by reason of our negligence or breach of contract we will not be liable for delays in transit. Any transit time quoted by us are estimates based upon information known at the time and they can vary due to a number of factors outside our direct control

(b) If through no fault of ours we are unable to deliver the goods we will put them into store. The contract will then be fulfilled and any additional service(s) including storage and delivery will be at your expense.

13. Our Right to Hold The Goods (Lien)

We shall have a right to withhold and / or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other contract. 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 incurred by our withholding your goods including legal fees and these terms and conditions shall continue to apply. (See also Clause 23)

14. Disputes

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 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.

15. Our right to sub-contract work

(a) We reserve the right to sub-contract some or all of the work.

(b) If we sub-contract then these conditions will still apply.

16. Route and Method

(a) We have the full right to choose the method and route by which to carry out the work and the location in respect of storage.

(b) Unless it has been specifically agreed otherwise in writing in our Quotation other space/volume/capacity on our vehicles and/or the container may be utilised for consignments of other customers.

17. Advice and Information for International Moves

We will use our reasonable endeavours to provide you with up to date information to assist you with the import/export of your goods. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is your responsibility to seek appropriate advice to verify the accuracy of any information provided.

18. Applicable Law

This contract is subject to English and Welsh law and jurisdiction.

19. INSURANCE AND LIABILITIES

YOUR ATTENTION IS DRAWN TO CLAUSES 8 + 9 + 10 (OUR LIABILITY) & 11 (TIME LIMITS). FOR THIS REASON WE STRONGLY RECOMMEND YOU TO INSURE YOUR GOODS, WHICH WE CAN ARRANGE SEPARATELY FOR YOU AT THE RATES QUOTED. INSURANCE IS A SEPARATE CONTRACT AND SUBJECT TO DIFFERENT TERMS AND CONDITIONS.

EXTRA CONDITIONS THAT APPLY TO THE STORAGE OF GOODS

20. Our forwarding address

(a) If you send goods to be stored you must provide an address for correspondence, a telephone number and notify us if either changes. All correspondence and notices will be considered to have been received by you seven days after sending it to your last address recorded by us.

(b) If you do not provide an address or 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 moved, at your expense.

21. Lists of Goods (Inventory) or receipt

Where we produce a list of your goods (inventory) or a receipt and send it to you it will be accepted as accurate unless you write to us within ten days of our sending, notifying us of any errors or omissions.

22. Storage Charges

Storage charges are payable in advance by monthly direct debit unless otherwise agreed in writing. All charges including removal charges must be paid before the goods may be taken out of store. We review our storage charges periodically. You will be given 30 days notice in writing of any variations. It is compulsory for all storage customers to pay South Easterns legal liability fire insurance as an additional charge.

23. Our Right to Sell or Dispose of the Goods

On giving you three months notice we are entitled to require you to remove your goods from our custody and pay all money due to us. If you fail to pay all outstanding amounts due to us we are entitled to sell or dispose of some or all of the goods 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 available to you without interest. If the full amount is not received we can still seek to recover the balance from you.

24. Termination

If payments are up to date we will not end this contract except by giving you three months notice in writing. If you wish to terminate your storage contract you must give us at least 10 working days notice. Deliveries or hand out from store will be booked as soon as practicably possible given other workloads. If we can release the goods earlier we will do so provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

25. Handling effects whilst in store and Handing Out Charges

Where we are required or requested to move your effects that are stored (for example to retrieve item(s) for sale, disposal or removal by yourself, or an appointed authorised third party) or to hand

them out of store, we will make a charge for the costs we incur during this process and before we release any item. Our liability will cease upon handing over the goods.