

These conditions form the basis of the contract between the customer and PICK AND MOVE LTD They explain the rights and responsibilities of both parties in relation to the service provided by PICK AND MOVE LTD.

The Terms and Conditions of this policy are subject to the Law and Jurisdiction of England

1 - Quotations:

- 1.1 Quotations do not include any customs duties levies or fees payable to government or other statutory bodies and all such duties or fees (if any) will be payable by you in addition to the quoted price.
- 1.2 Although we quote a fixed price we reserve the right to amend it or make additional charges if any of the following have not been taken into account when preparing the quotation:-
 - 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 as a result of currency fluctuations or changes in taxation or freight charges beyond our control
 - 1.2.3 We have to collect or deliver Goods above the first upper floor, or cellar or basement
 - 1.2.4 We supply any additional services
 - 1.2.5 There are delays outside our reasonable control in which event we will make an additional charge for waiting time. Payable at £25 per man per hour.
 - 1.2.6 Access to the collection or delivery point is inadequate or the approach is unsuitable for our vehicles.
 - 1.2.7 Any parking or congestion charge or charges that we have to incur and pay in order to carry out the services you require. In all these circumstances, you will be responsible for the extra charges
 - 1.2.7a The 'FREE PICKUP' offer only available to customers storing for 6 months or more and pre-pay in advance. Customers that choose to leave before the end of 26 weeks period will have the cost of collection charge added to your final account. Smart box does not offer free delivery service in all cases unless otherwise included in the quotation.
 - 1.2.7b By 'FREE PICKUP' customers must have their belongings full packed, boxed and easily accessible for loading unless otherwise included in the quote. Journey trip is one van load only.
 - 1.2.7c 'FREE PICKUP' is One Man & Van. For customers that require an extra Man this will be charge at our discounted rate.
 - 1.2.7d 'FREE PICKUP' is limited to customers taking storage from 35sqf to 100sqf
- 1.3 Our quotation is not a guarantee that we have vehicles available on the day you require. Accordingly, your signed acceptance of our quotation does not constitute a contract between us until you have our confirmation that we can move your Goods on your required date. We will send or email confirmation within one working day of our receipt of your acceptance of our quotation.

2 - Work excluded from our quotations:

- Unless previously agreed verbally or in writing we will not: -
 - 2.1 Dismantle or assemble unit-furniture (flat-pack), fittings or fitments
 - 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 3.
 - 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 Paints or flammables
 - 3.4 Refrigerated, or frozen food or drink...
 - 3.5 Any animals and their cage, or tanks including pets, birds or fish..
 - 3.6 Cars, boats, caravans, firearms, prohibited goods or any kind of explosives.
 - 3.7 Furs over £100 in value, foodstuffs, perishable goods or any kind of explosives.
- We will not remove such goods except without prior agreement. If you submit such goods without our knowledge and prior written agreement we will not be liable for any loss or damage except proven by our negligence or that of our employees or agents and you will indemnify us against any charges, expenses, damages or penalties claimed against us by third parties. In addition, we shall be entitled to dispose of (without notice) any such goods that are listed under paragraphs 3.2, 3.3, 3.4, 3.5, & 3.7.
- 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 It is your sole responsibility to arrange parking and all documents necessary for removal to be completed
- 4.2 Be present yourself or appoint a representative to ensure that nothing is removed or left in error or is left in the wrong room.

- 4.3 Ensure that all access is suitable for the size of goods been moved and notify us of any potential risk in relation to goods.
- 4.4 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.
- 5.3 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 If you postpone or cancel this contract we may charge according to how much notice you provide prior to the agreed removal date:-
- Between 4-7 days: 50% of the total removal charges
- 3 days: 75% of the total removal charges
- 1-2 days: 90% of the total removal charges
- Less than 24 hours: 100% of the total removal charges
- 6.2 Condition 6.1 will not apply if you elect to take any removal postponement/cancellation protection waiver for which we have quoted.

7 - Payments of Removal Charges

- Unless you have our written agreement or verbally, to the contrary you must pay our charges, so we have cleared funds in advance of the removal. For hourly rate customers payment must be made by any of the approved methods of payment on completion of move. Unless we agree otherwise, you may not withhold any part of the agreed price.
- We reserve the right to terminate this contract if payment is not received before the removal date, and not to carry out any services quoted for.

8 - Our liability for loss or damage

- 8.1 Your possessions are covered by our goods in transit insurance to the value of £15,000 with an excess of £100 per claim Higher liability may be accepted by notifying us subject to terms.
- 8.1a. We do not accept liability for damage caused to goods transported where you have failed to make reasonable precautions that the goods are adequately packed or protected this include goods covered by insurance provided by ourselves Exclusion under this liability are goods packed by Smart box.
- 8.1b where damage of items is obvious at the point of delivery notification must be immediate
- Limited Liability.
- 8.1c.1 If you do not provide us with a declaration of value, or if you do not require us to accept Standard Liability then our liability to you is in accordance with clause 8.1d
- 8.1d In the event of loss of or damage to your goods caused by negligence or breach of contract on our part, our liability to you is to be assessed as a sum
- Equivalent to the cost of their repair or replacement, taking into account their age and condition immediately prior to their loss or damage, subject to a maximum
- Liability of £40 per item. An item is defined as content of a box, parcel, carton or similar container.
- 8.2 Accidental loss or damage to goods is settled on indemnity basis, this means that claims are settled after deduction of allowance of wear and tear. However if we choose to repair the item we will not be liable for any depreciation in value.
- 8.3 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:
- 8.3.1 Fire howsoever caused.
- 8.3.2 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.
- 8.3.3 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.
- 8.3.4 Cleaning, repairing or restoring unless we did the work.
- 8.3.5 Moth or vermin or similar infestation.
- 8.3.6 Electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.
- 8.4 Additionally, we will not be liable for any loss of or damage to:
- 8.4.1 Any goods in wardrobes, drawers or appliances, such goods should be properly pack
- 8.4.2 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 in accordance with 8.1 above
- 8.4.3 Goods, which have a relevant proven defect or are inherently defective.
- 8.4.4 Animals and their cages or tanks including pets, birds or fish.
- 8.4.5 Plants.
- 8.4.6 Refrigerated or frozen food or drink.

- 8.5 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.

9 - Delays in transit

- 9.1 Unless we give a specifically agreed written timescale then arrival and departure times are an estimate only.
- 9.1a We shall not be liable if the work is affected by adverse bad weather, traffic congestion, road works and parking difficulties.
- 9.2b Vehicle breakdown, fuel shortage, industrial action or as a result or event outside our control.
- 9.2. If through no fault of ours we are unable to deliver your goods, we will take them into 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.
- 11a Fraud If the insured shall make any claim knowing the same to be false or fraudulent as regard to the amount or otherwise, this insurance shall become void and all claims hereunder shall be forfeited.

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 14.6) 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, other costs incurred as a result of our withholding your goods, and these terms and conditions will continue to apply.

13 - Sub-contracting the work

- 13.1 We reserve the right to sub-contract some or all of the work for which we have provided a quotation without reference to you.
- 13.2 If we sub-contract these conditions will still apply in full.

14 - Storage

- The following terms in addition to all other terms set out in this document will apply to all contracts for the storage of goods:-
- 14.1 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.
- 14.2 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.
- 14.3 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 7 days of our posting the inventory to you.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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 7 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.
- 14.8 If you choose someone else to collect your goods from our storage facilities we are entitled to make a charge for handing them over. Our responsibility for such goods will cease upon their being handed over to your chosen representative.