



Newman Removals

Newman Removals
19 Druids Oak
Quedgeley
Gloucester
GL2 4YT

TERMS AND CONDITIONS

Terms and Conditions of Newman Removals

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. **In Clauses 7,8, and 9 we set out our liability to you for loss and damage to your goods and premises. Please read these clauses carefully.** We are able to insure your goods on our policy up to a maximum figure of £25,000.00 if you accept our Insurance Option (see Term 10).

1.Our Quotation

1.1 Our quotation is not a guarantee that we have availability to accept your booking on the date you require. Accordingly your acceptance of our quotation does not constitute a contract between us until you have our confirmation that we have accepted your booking.

1.2 Our quotation, unless otherwise stated, does not include insurance, customs duties, port charges including (but not limited to) demurrage, inspections, or any frees, or taxes payable to government bodies or agencies.

1.3 Our quotation is valid for twenty-eight days from the date of issue. Unless already included in our quotation, reasonable additional charges may apply in the following circumstances:

1.3.1 If the work does not commence within twenty-eight days of acceptance;

1.3.2 Where we have given you a price including redelivery from store within our quotation and the re-delivery from store has not taken place within six months from the date of the issue of the quotation;

1.3.3 our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges beyond our control.

1.3.4 The work carried out is on a Sunday, or public holiday or outside normal hours (call for details) at your request.

1.3.5 we have to collect or deliver goods at your request above the first floor level or below ground floor level which we were not previously made aware of.

1.3.6 If you or your agents request collection or access to your goods whilst they are in store. We charge a £10.00 plus VAT handling fee per storage container to allow you access during our working hours.

1.3.7 we supply any additional services, including moving or storing extra goods (these conditions apply to such work).

1.3.8 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 meters of the doorway.

1.3.9 we have to pay parking charges or fines for illegal parking or other fees or charges in order to carry out services on your behalf. You will be responsible for paying all such charges.

1.3.10 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work

1.3.11 If goods or materials which we loan to you are not returned to us or are returned in an unusable condition

1.3.12 you agree to pay any reasonable charges arising from the above circumstances.

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2 work not included in the quotation

2.1 unless agreed by us in writing, we will not:

- 2.1.1 Dismantle or assemble furniture of any kind.
- 2.1.3 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
- 2.1.3 Take up or lay fitted floor coverings or take down blinds or curtains.
- 2.1.4 Move items from a loft, unless properly lit and floored and safe access is provided.
- 2.1.5 Dismantle or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move bricks, paving slabs, planters and the like.
- 2.1.6 Move any items(s) which our removal crew reasonably believe they cannot move safely or the removal of which may damage the item(s) in question or its or their surroundings.

3 Your responsibility

3.1 You agree to:

- 3.1.1 Obtain at your own expense, all documents, permits, permissions, licenses, customs documents necessary for the removal to be completed.
- 3.1.2 Ensure that adequate parking is available for our vehicle(s) at both the collection and delivery addresses and pay for any parking charges, fines or fees as necessary.
- 3.1.3 Be present or represented throughout the collection and delivery of the removal.
- 3.1.4 Where we provide you with receipts, waybills, job sheets or other documents you will ensure that they are signed by you or your authorized representative as confirmation of collection or delivery of the goods.
- 3.1.5 Make a proper inspection of premises, property and other goods to ensure that nothing that should be removed is left behind and nothing is taken away in error and to check for damage caused by us
- 3.1.6 Ensure all payments to us are made on time.

4 Ownership of the goods

4.1 By entering into this agreement, you guarantee that:

- 4.1.1 The goods to be removed and/or stored are your own property, or the goods are your property free of any legal charge; or
- 4.1.2 you have the full authority of the owner or anyone having a legal interest in them 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.
- 4.1.3 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 4.1.1 or 4.1.2 is untrue.

5 postponement, cancelation and waiting charges

5.1 If you postpone or cancel a booking we will charge you a reasonable postponement or cancellation fee according to how much notice is given as set out below in terms 5.1.1- 5.1.4.

If you wish to cancel or postpone a booking you must notify us in writing (email is acceptable)

If you cancel or postpone a booking at a time when our office is closed the cancelation or postponement charge will be calculated from the date our office reopened and we are able to receive your message or letter.

- 5.1.1 More than 10 working days before the removal was due to start: No charge.
- 5.1.2 Between 7 and 10 days inclusive before the work was due to start: 50% of the charge previously agreed.
- 5.1.3 Between 4 and 6 days inclusive before the work was due to start: 75% of the previously agreed.
- 5.1.4 Between 0 and 3 days inclusive before the work was due to start: 100% of the charge previously agreed.

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6 Payment

6.1 Unless otherwise agreed by us in writing payment is required in full by cleared funds in advance of the storage period and at the point of booking for removals.

In default of such payment we reserve the right to refuse to commence removal or storage until such payment is received.

7 Damage to premises property or other goods

7.1 Because third party contractors or others are frequently present at the time of collection 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 or other goods for removal as a result of our negligence or breach of contract our liability shall be limited to making good the damage area only.

7.1.2 If we cause damage as a result of moving goods under your express instruction against our advice and /or where moving the goods in the manner instructed is likely to cause damage we shall not be liable for any damage which results.

7.1.3 If we are responsible for causing damage to your premises, property or other goods submitted for removal and/or storage, you must note this on the worksheet or waybill before our staff leave the premises.

We will not be liable for any claims made for damage where the damage was not noted on the worksheet or waybill before our staff left the premises in question.

8 Exclusions of liability

8.1 We shall not be liable for loss, damage, delays or failures to provide the services under this agreement as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not) civil war, terrorism, rebellion and/or military coup, act of God, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.

8.2 We will not be liable for any loss, damage or failure to produce the goods as a result of:

8.2.1 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.

8.2.2 Moth or vermin or similar infestation.

8.2.3 Cleaning, repairing or restoring unless we arrange for the work to be carried out

8.2.4 Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water. OR

8.2.5 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by us.

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

8.2.7 For any goods which have a pre-existing defect or are inherently defective.

8.2.8 For perishable items and/or those requiring a controlled environment.

8.2.9 For plants and self assembly furniture.

8.2.10 For any floor coverings, pathways or driveways.

8.3 No employee of ours shall be separately liable to you for any loss, damage, misdelivery, errors or omissions under the terms of this agreement.

8.4 Where goods are handed out from store our liability will cease upon handing over the goods to you or your authorized representative.

8.5 We will not be liable for any loss or damage caused by us or our employees or agents in circumstances where:

(a) There is no breach of this agreement by us or by any of our employees or agents.

(b) Such loss or damage is not a reasonably foreseeable result of any such breach.

8.6 We shall not be liable for loss or damage if there are other workman at either the collection or delivery addresses unless it is proved beyond reasonable doubt that our staff were responsible.

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8.7 Our liability does not cover any loss or damage which is not caused by us or items which are not lost or damaged but which may form part of a set.

9 Time limit for claims.

9.1 We will not be liable for any loss or damage to any property or premises unless it is pointed out to our staff and noted by you on the waybill before our staff leave the premises.

Any claim for loss or damage must then be made to us in writing within seven (7) days of delivery by us to their destination.

10 Insurance

10.1 The insurance will cover us for any claims made by you if your goods are lost or damaged whilst in the care custody or control of ourselves, our agents or sub-contractors.

The basis of settlement shall be the replacement value of the goods taking into account the value of the goods stated by you when you entered into this agreement not exceeding £25,000 (unless agreed by us in writing)

You must notify us in writing of any item(s) due to be moved or stored by us with a value exceeding £5000.00 if you accept our insurance.

Our policy is not new for old and the insurers will take into account the age and degree of use when settling a claim.

10.2 When an insurance claim has been made and insurers have agreed to settle the claim, we shall pay or arrange for payment to be made direct to you any settlement agreed with insurers after deduction of any outstanding sums due to us from you. For the avoidance of doubt, you agree that our liability to you in respect of any claim shall be limited to the sums, which we are able to recover from insurers under such insurance cover and we shall have no further liability to you in respect of your claim.

10.3 The first £250.00 of any claim is not covered by us or the insurers that we appoint. You will be responsible for paying the first £250.00 of the total value of any claims.

10.4 we are not qualified or authorized to give you any advice concerning this insurance cover and we make no representations and give no warranties as to whether it meets your particular demands or needs. It is your responsibility to make your own judgment as to whether such insurance meets your own requirements. We will not be liable for any loss or damage costs or expenses you incur if the insurance does not meet your requirements.

10.5 Items listed in clause 8 will not be covered under our insurance policy or our liability to you.

10.6 Nothing in this condition 10 shall make us your agent.

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