

# Hussey Removals

## WHITLEY BAY

### Hussey Removals terms of contract

These conditions set out the terms of the contract between Hussey Removals (“the Contractor”) and you (“the Customer”), it explains your rights, obligations and responsibilities and those of the Contractor.

#### 1. Interpretation

Any reference in these conditions to “we” or “us” is a reference to the Contractor.

Any reference in these conditions to “you” is a reference to the Customer.

“Goods” means the any items being removed and/or stored.

#### 2. Estimates / quotations

Estimates do not include any other customs duties, levies, or fees payable to government or other statutory bodies. All such duties or fees (if any) will be payable by you in addition to the quoted price this may include charges for police parking restrictions on your removal day.

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, requested or notified to us when preparing any estimate:

- We supply any additional services:
  - removal of doors
  - dismantling of furniture
  - additional items removed not on the estimate sheet or declared prior to move date
- Customers must give an approximate time the furniture / goods may be moved into the new premises. If time is agreed to be 1pm we will ensure your house is clear of furniture by that time. If you do not get your keys before 2pm then **waiting time** will be applied at a standard rate of **£40** per hour for every hour after 2pm this cost will be applied every 15 minutes.
- Access to the collection or delivery point is inadequate or the approach is unsuitable for our vehicle resulting in a long walk more than 10 meters to the premises.
- Any parking or other fees 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.

#### 3. Work excluded from our quotations

Unless previously agreed in writing we will not:

- Dismantle or assemble ‘flat pack’ or unit-furniture (ikea or similar) and in any event if these works are endured they will not be covered by any insurance provided and no liability can be accepted for any damage or alteration to the goods during this service.

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- Disconnect or reconnect appliances, fittings or equipment. (Disconnection of washing machines can be carried out at staff's discretion but no liability for damage to property or the item will be accepted)
- Move any item which cannot be moved safely or the removal of which may damage the item or its or their surroundings.
- Remove doors or fixtures to allow items to be moved. (These works will not be covered by any insurance provided.)
- Enter loft space unless loft area is fully fitted out with suitable lighting and a permanent fixed stairway with handrail in place.

### **4. Excluded Property**

The following items are specifically excluded from this contract and will not be removed:

- Potentially dangerous, flammable, damaging or explosive items.
- Goods likely to encourage vermin or other pests or to cause infection.
- Refrigerated or frozen food or drink.
- Any illegal or restricted items (guns, drugs etc)

If you submit such goods without our knowledge we will not be liable for any loss or damage as a result of moving them. In addition we shall be entitled to dispose of (without notice) any such goods which are listed under paragraphs.

### **5. Customer's responsibility**

To be present yourself, or appoint a representative, at the departure and destination points to ensure that nothing is removed, left in error, or left in the wrong room.

Prepare adequately and stabilise all appliances or furniture prior to their removal. Other than by reason of our negligence, we will not be liable for any loss or damage, costs or additional charges that may arise through lack of preparation. Ensure goods are in a safe and fit condition to be moved. Fragile items should be wrapped and boxed ready for transit.

### **6. Ownership of the goods**

By entering into this contract you confirm to us that:

- The Goods are your own property; or
- You have the authority of the owner of the property to make this contract in respect of the Goods.

The customer will be responsible to pay for any claim for damages and/or costs against either of the above if this proves to be untrue.

### **7. Postponements/Cancellations**

If you postpone or cancel this contract you will forfeit any deposit. If you postpone or cancel on your removal date then you will be charged the full amount of your removal.

### **8. Payment of Removal Charges**

You are required to pay cash, cheque supported by a guarantee card or bank transfer on arrival at the delivery address of your goods. We reserve the right to retain all goods until full payment is received (this means that you will pay before we unload our removal lorry).

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In the case of long distance removals will require 50% payment up front in cleared funds and 50% cash on arrival at the delivery address.

### 9. Insurance

**Insurance is not provided as standard with our removals.** If you require insurance the following applies.

If you opt for goods in transit insurance cover you will pay an additional charge depending on your removal estimate (this is normally 10% of the removal cost). Our limit of indemnity is £10000 if you require an amount more than this then you must request it prior to any estimate and booking is agreed.

If insurance is required it is a condition that the customer shall provide a **valued inventory** in respect of the goods, prepared prior to the commencement of transit and signed by the owner of the goods. A template can be provided upon request.

All claims will require the customer to pay the first £250 (the excess).

Any claims must be made in writing within seven days of your removal completion date.

**You will be covered for – ‘All Risks Legal Liability applying to Furniture Removers’ detailed below**

All risks of physical loss of or damage to goods whilst in transit on any vehicle owned and operated by the contractor and whilst loading and unloading in connection with such transit caused by an accidental incident.

**You will not be covered for:**

1. the wilful misconduct of the contractor
2. ordinary loss in weight or volume, ordinary leakage, ordinary wear and tear, inherent vice or nature of the Goods
3. breakage of owner-packed goods unless caused by a major accident to the means of conveyance
4. delay
5. rust oxidation or discolouration unless caused by fire, explosion, collision or overturning of carrying Vehicle
6. breakage of glass, marble, china, earthenware or other Goods of a brittle nature unless caused by fire, explosion, collision or overturning of carrying Vehicle
7. depreciation, moth, vermin, mildew, sweat, spontaneous combustion, gradual deterioration, atmospheric or climatic conditions
8. loss of or damage to self-assembly furniture unless dismantled prior to the day of removal
9. mechanical and/or electrical derangement unless caused by external means

**These exclusions are in addition to any other exclusions contained in this contract.**

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In the event of loss or damage to an article forming part of a pair or set, the indemnity granted hereunder shall be limited to the proportionate value that the article bears to the total value of the pair or set and no additional depreciation shall be paid

If at the time of a claim recoverable under this clause the value of the load £10000, Underwriters will only pay for the proportion of the loss that the limit specified in the schedule bears to the total value of the load subject to **All Risks Legal Liability** conditions above.

### **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. Customers will pay the first £50 of the total value of all damage claims, please make reference to clause 3.

### **11. Our rights to withhold or dispose of goods**

We have a legal right to withhold or 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 and other costs incurred as a result of our withholding your goods and these terms and conditions will continue to apply.

### **12. Sub-contracting the work**

We reserve the right to sub-contract some or all of the work for which we have provided a quotation without reference to you. This may occur should we encounter mechanical problems with our main removal lorry which cannot be fixed. If we sub contract your removal these conditions will still apply in full. With the exception of any insurance agreed and purchased as per clause 9. In the event of a sub contractor being employed any agreed insurance charge will no longer be due.

### **13. Storage services**

We do not provide our own storage facilities but will be happy to recommend a suitable local firm. For your information storage companies will normally:

- Require 1 month's payment up front
- Will take your furniture for a minimum of 14 days
- Expect 7 days notice on request to leave
- Refund any remaining monies paid in excess of storage time used
- Will not insure your furniture unless you ask for insurance.

We are unable to offer any guarantee in respect of any recommendation made regarding storage companies.

### **14. Whole agreement**

These Terms and Conditions together with our estimate are intended to form the whole agreement between us and to prevail over any verbal discussions. Should we mutually agree to any variation of these terms such variation should be confirmed in writing. Any variation however agreed shall never invalidate these Terms and Conditions.

### **15. Jurisdiction**

