Terms and Conditions
LIABILITY

Introduction
These Terms and 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.

For the purposes of this Agreement an Item is defined as the entire contents of a box, parcel, package, carton, or similar container, and any other object or thing that is moved, handled, or stored by Us.

These Terms and Conditions can be updated from time to time by Us to reflect changes in law or to meet regulatory requirements. We may also make other changes to these Terms and Conditions and where these are more substantive, We will give You at least 30 days' written notice before any substantive changes take effect.

This Agreement is between You and Us. No other person shall have any rights under this Agreement or have the ability to enforce any of its terms.

In the performance of the services, We will need to collect and use certain personal data about You. For further information on how We process, manage, and use Your personal data, please refer to Our privacy policy.

Your attention is drawn to clauses 1, 3, 4, 7, and 9 to 12, which set out details of Our quotation, Your responsibilities, Our policy regarding cancellation and postponement, Our liability to You in the event of loss or damage to Your goods or premises, and the time limit for claims. Please read these clauses carefully.

1. Our quotation

1.1 Our quotation, unless otherwise stated, does not include customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies. For the price quoted We agree to accept liability for loss or damage to Your goods and premises subject to clauses 2.2, 3.2, 5.2, 5.3 and the provisions of clauses 4, 9, 10, 11, and 12.

1.2 Our quotation is valid for 28 days from the date of issue. Unless already included in Our quotation, additional charges will apply in the following circumstances:

1.2.1 If the services do not commence within 28 days of acceptance.

1.2.2 Where We have given You a price including redelivery from store within Our quotation and the redelivery from store has not taken place within 6 months from the date of the issue of the quotation.

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

1.2.4 The services are carried out on a Saturday, Sunday, or public holiday, or outside normal hours (08.00-18.00hrs) at Your request.

1.2.5 We have to collect or deliver goods at Your request above the ground floor and first upper floor.

1.2.6 If You or Your agents request collection or access to Your goods whilst they are in store.

1.2.7 We supply any additional services, including moving or storing extra goods (these Terms and Conditions apply to such work). This may include (but is not limited to) situations in which it becomes apparent when We collect Your goods that there are additional Items, goods, or other load, of which We were not informed when We provided Our quote and which was not, therefore, included in the quote.

1.2.8 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.

1.2.9 We have to pay parking or other fees or charges (including fines where You have not arranged agreed suspension of parking restrictions) in order to carry out services on Your behalf. For the purpose of this Agreement parking fines for illegal parking, caused by Our negligence, are not fees or charges and You are not responsible for paying them.

1.2.10 There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the agreed services.

1.2.11 We agree in writing to increase Our limit of liability set out in clause 9.1.1 prior to the services commencing.

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

1.2.13 For the provision of optional services, such as waiver protection, which are detailed in the quotation.

1.3 You agree to pay any reasonable charges arising from the above circumstances.

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.

2.1.2 Disconnect, reconnect, dismantle, or reassemble appliances, fixtures, fittings, or equipment.

2.1.3 Take up or lay fitted floor coverings.

2.1.4 Move goods to or from a loft, unless properly lit and floored and safe access is provided.

2.1.5 Move or store any goods excluded under clause 5.

2.1.6 Dismantle or assemble garden furniture and equipment including (but not limited to) sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes or move paving slabs, planters, and the like.

2.2 Our staff are not authorised or qualified to carry out such work. We recommend that a properly qualified person is separately employed by You to carry out these services.

3. Your responsibility

3.1 You agree to:

3.1.1 Advise Us in writing of the value, volume, and quantity of the goods being removed and/or stored prior to the services commencing. If it is established that the value of the goods removed or stored exceeds the value You have stated, Our liability under clause 9.1 will be reduced to reflect the proportion that Your declared value bears to their actual value.

3.1.2 Obtain at Your own expense all documents, permits, permissions, licences, or customs documents necessary for the services to be completed.

3.1.3 Pay for any parking or meter suspension charges incurred by Us in carrying out the services.

3.1.4 Be present or represented throughout the collection and delivery of the services. Supervise all in attendance including pets.

3.1.5 Ensure that inventories, receipts, waybills, job sheets, or other relevant documents are signed by You or Your authorised representative as confirmation of collection or delivery of goods.

3.1.6 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.

3.1.7 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.

3.1.8 Prepare adequately and stabilise all appliances or electronic equipment prior to their removal.

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

3.1.10 Ensure that all domestic and garden appliances, including (but not limited to) washing machines, dishwashers, hose pipes, and petrol lawn mowers, are clean and dry and have no residual fluid left in them.

3.1.11 Provide Us with a correct and up-to-date contact address, email address, and telephone number during removal, transit, and/or storage of goods.

3.1.12 Arrange appropriate transport, storage, or disposal of goods listed in clause 5.

3.1.13 Ensure goods are made ready for transit and/or storage and are suitably packed (where You have owner packed) to be transported or stored.

3.2 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 failure to discharge these responsibilities.

4. Our responsibility

4.1 It is Our responsibility to deliver Your goods to You, or produce them for Your collection, undamaged. By "undamaged" We mean in the same condition as they were at the time when they were packed or otherwise made ready for transportation and/or storage.

4.2 In the event that We have undertaken to pack the goods, or otherwise make them ready for transportation and/or storage, it is Our responsibility to deliver them to You, or produce them for Your collection, undamaged. Again, by "undamaged" We mean in the same condition as they were in immediately prior to being packed/made ready for transportation or storage.

4.3 If We fail to discharge the responsibilities identified in clause 4.1 and 4.2, We will, subject to the provisions of clauses 9, 11, and 12, be liable under this Agreement to compensate You for such failure.

4.4 We will not be liable to compensate You where clauses 2.2, 3.2, 5.2, or 5.3 apply unless loss or damage occurred as a result of negligence or breach of contract on Our part.

4.5 If You do not provide Us with a declaration of value of Your goods, or if You do not require Us to accept Standard Liability pursuant to clause 9.1, We will not be liable to You for failure to discharge the responsibilities identified in clause 4.1 and 4.2 unless that failure was caused by negligence or breach of contract on Our part.

4.6 The amount of Our liability under this clause shall be determined in accordance with clauses 9 and 11.

5. Goods not to be submitted for removal or storage

5.1 Unless previously agreed in writing by a director or other authorised company representative, the following goods must not be submitted for removal or storage and will under no circumstances be moved or stored by Us. The goods listed under clause 5.1.1 below may present risks to health and safety and of fire. Goods listed under clauses 5.1.2 to 5.1.8 below carry other risks and You should make Your own arrangements for their transport and storage.

5.1.1 Potentially dangerous, damaging, or explosive goods including (but not limited to) lithium-ion (Li-ion) batteries, e-cigarettes, furs, tobacco, cigars, perfume, beers, wines, spirits and the like, gas bottles, aerosols, paints, firearms, ammunition, fuels, oils, chemicals, biological agents, toxic waste, asbestos, other potentially hazardous substances, or any goods that emit fumes or odours.

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

5.1.3 Goods likely to encourage vermin or other pests or to cause infestation or contamination.

5.1.4 Goods which in Our opinion are hazardous to health, dirty or unhygienic, or likely to attract vermin or pests. We may refuse such goods without liability to You.
5.1.5 Perishable goods and/or those requiring a controlled environment.
5.1.6 Any animals, birds, fish, reptiles, or plants.
5.1.7 Goods which require special licence or government permission for export or import.
5.1.8 Under no circumstances will prohibited or stolen goods, medication or drugs of any kind, or pornographic material be moved or stored by Us.

5.2 If We do agree to remove such goods, We will not accept liability for loss or damage unless We are negligent or in breach of contract, in which case all these Terms and Conditions will apply.

5.3 If You submit such goods without Our knowledge, We will make them available for Your collection and, if You do not collect them within a reasonable time, We may apply for an appropriate court order to dispose of any such goods found in the consignment. You will pay to Us any charges, expenses, damages, legal costs, or penalties reasonably incurred by Us disposing of the goods.

6. Ownership of the goods

6.1 By entering into this Agreement, You guarantee that:

6.1.1 The goods to be removed and/or stored are Your own property or the goods are Your property free of any legal charge; or
6.1.2 You have the full authority of the owner or anyone having a legal interest in the goods 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.
6.1.3 If at any time following the implementation of this Agreement to its termination another person has or obtains an interest in the goods, You must advise Us of their name and address in writing immediately.
6.1.4 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 clauses 6.1.1 or 6.1.2 is untrue.
6.1.5 If You wish to transfer responsibility of this Agreement to a third party, You must advise Us in writing giving Us their full name and address. We will issue a new agreement to them. Our Agreement with You will remain in force until We have received a signed agreement from the third party.

7. Charges if You postpone or cancel the services

7.1 If You postpone or cancel this Agreement, We reserve the right to charge You a postponement or cancellation fee according to how much notice is given as set out below in clauses 7.1.1 – 7.1.5. We charge these fees based on an assessment of losses We have incurred as a result of You cancelling or postponing the services.

Examples of the types of loss We might incur are administration/back office costs, being unable to refill a removal slot with another customer's work, or engaging employees to work for Your booked removal.

"Working days" refer to the normal working week of Monday to Friday and excludes weekends and public holidays.

7.1.1 More than 10 working days before the services were due to start: no charge.
7.1.2 Between 6 and 10 working days inclusive before the services were due to start: 30% of Our charges.
7.1.3 Between 2 and 5 working days inclusive before the services were due to start: 60% of Our charges.
7.1.4 Within 1 working day of the services starting: 75% of Our charges.
7.1.5 On the day the work starts or at any time after the services commence: 100% of Our charges.

8. Payment

8.1 Unless otherwise agreed by Us in writing, payment is required in full by cleared funds at the time of booking the services. In default of such payment We reserve the right to refuse to commence services until such payment is received. Such advance payments are protected under the BAR Advanced Payment Guarantee Scheme, as detailed in the BAR Code of Practice (T&Cs apply, please see https://bar.co.uk/apg).

8.2 In respect of all sums which are overdue to Us, You will be charged an administrative fee on all overdue balances which will not exceed £50.

9. Determination of amount of Our liability for loss or damage

9.1 Standard Liability

9.1.1 If You advise Us of the value of Your goods prior to the services commencing and subject to clause 3.1.1, the amount of Our liability to You in the event of loss or damage to those goods in breach of clause 4 will be determined by clauses 9.1.2, 9.1.3, 9.1.5, and 11, up to a maximum liability of £50,000 in the event of the total loss of the goods. We may agree to accept liability for a higher amount, in which case We may make an additional charge.

9.1.2 In the event of loss of or damage to Your goods in breach of clause 4, Our liability to You shall not exceed a sum equivalent to the diminution in value or the reasonable cost of their repair or replacement whichever is the smaller sum, taking into account the age and condition of the goods immediately prior to their loss or damage, up to the maximum liability of £50,000 referred to in clause 9.1.1 (unless We have agreed a higher amount with You).

9.1.3 Where the lost or damaged object is part of a pair or set, Our liability to You, where it is assessed as the cost of replacement of that object, is to be assessed as a sum equivalent to the cost of that object in isolation, not the cost of that object as part of a pair or set.

9.1.4 In the event of Our liability to You representing the full value of an object, We may at Our option remove it as salvage. Accordingly and for the avoidance of doubt You will retain the object until the conclusion of the claim. Where objects are capable of repair for a sum less than the replacement cost, taking into account the age and condition, the repair cost will be Our maximum liability.

9.1.5 In the event of the loss or damage of an owner-packed Item We will accept a maximum liability of £100.

9.1.6 Where Our liability is the cost of repair or replacement, satisfactory evidence of expenditure will be required and such expenditure must be agreed by Us before payment is made.

9.1.7 We accept no liability for any reduction in value or depreciation resulting from damage or subsequent repair or restoration.

9.2 Limited Liability

9.2.1 If You have not provided Us with a written valuation prior to the services commencing or You do not require Us to apply the Standard Liability in clause 9.1, then Our liability to You will be determined in accordance with clauses 9.1.3, 9.2.2, and 11.

9.2.2 In the event of loss of or damage to Your goods caused by Our negligence or breach of contract, Our liability to You shall not exceed £40 per Item.

9.2.3 An Item is defined as the entire contents of a box, parcel, package, carton, or similar container, and any other object or thing that is moved, handled, or stored by Us.

9.3 For goods destined to or received from a place outside the UK:

9.3.1 We will only accept Standard Liability if You provide Us with a valuation of Your goods on the form which We provide. All other provisions of clause 9.1 will apply.

9.3.2 Where We engage an international transport operator, shipping company or airline to convey Your goods to the place, port or airport of destination, We do so on Your behalf and subject to the terms and conditions set out by that carrier.

9.3.3 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 may have limited recourse against the carrier depending upon the carriers particular terms and conditions of carriage, and You 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.

9.3.4 We do not accept liability for loss of or damage to goods confiscated, seized, removed, or damaged by customs authorities or other government agencies unless such confiscation, seizure, removal, or damage arose directly as a result of Our negligence or breach of contract.

9.3.5 We do not accept liability for loss of or damage to goods occurring in certain overseas countries, for example those which are experiencing political or economic instability, unless We have been negligent or in breach of contract. We will advise You at the time of quotation if this exclusion applies.

9.3.6 Subject to clauses 9.1 and 9.2 above We will accept liability for loss or damage only in the following circumstances:

(a) arising from Our negligence or breach of contract whilst the goods are in Our physical possession; or

(b) whilst the goods are in the possession of others if the loss or damage is established to have been caused by Our failure to pack the goods to a reasonable standard where We have been contracted to pack the goods that are subject to the claim.

9.4 Our liability for loss or damage to Your goods commences from whichever is the sooner of the time:

9.4.1 Your goods are packed by Us (if We have been contracted to pack the goods); or

9.4.2 We take the goods into Our custody for the purposes of carrying out the removal or storage services.

9.5 Unless otherwise agreed in writing, the limits to Our liability for loss or damage as set out in this clause 9 shall apply whether a claim for loss or damage is settled directly by Us or through a claims assessment company, insurer, or otherwise.

9.6 Where Your goods are lost or damaged and if You have Your own insurance in place to cover loss or damage to Your goods, You must recover Your losses from Your insurers in the first instance.

10. Damage to premises or property other than Your goods

10.1 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:

10.1.1 If We cause loss or damage to premises or property other than goods for removal as a result of Our negligence or breach of contract, Our liability shall be limited to making good the damaged area or object only.

10.1.2 If We cause damage as a result of moving goods under Your express instruction, against Our advice and where moving the goods in the manner instructed is likely to cause damage, We shall not be liable.

10.1.3 If We are responsible for causing damage to Your premises or to property other than goods submitted for removal and/or storage, You must note this on the worksheet or delivery receipt as soon as practically possible after the damage occurs or is discovered or in any event the next working day. This is fundamental to this Agreement.

11. Exclusions of liability

11.1 In respect of Limited Liability, We will not be liable for loss of or damage to Your goods as a result of fire or explosion howsoever that fire or explosion was caused unless We have been negligent or in breach of contract.

11.2 Unless We are negligent or in breach of contract (in which case Our liability will be limited under either Standard or Limited Liability as set out in clause 9), We will not be liable for any loss of, damage to, or failure to produce the following goods:

11.2.1 Bonds, securities, stamps of all kinds, manuscripts or other documents, or electronically held data records.
11.2.2 Plants or goods likely to encourage moths, vermin, or other pests or to cause infestation or contamination.
11.2.3 Perishable goods and/or those requiring a controlled environment.
11.2.4 Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.
11.2.5 Jewellery, watches, precious stones and metals, money, coins, deeds, mobile telephones, portable media, and computing devices.
11.2.6 Any animals, birds, or fish.

11.3 In respect of Standard Liability and Limited Liability, other than as a result of Our negligence or breach of contract, We will not be liable for any loss of, damage to, or failure to produce the goods if caused by any of the following circumstances:
11.3.1 We shall not be liable for 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, pandemic, third-party industrial action, rescheduled sailing, departure or arrival times, port congestion, or other such events outside Our reasonable control.
11.3.2 Loss or damage arising from ionising radiations or radioactive contamination.
11.3.3 Loss or damage arising from chemical, biological, bio-chemical, or electromagnetic weapons and cyber attack.
11.3.4 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.
11.3.5 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.
11.3.6 By vermin, moths, insects, and similar infestation.
11.3.7 By cleaning, repairing, or restoring unless We arranged for the work to be carried out.
11.3.8 Changes to atmospheric conditions which results in mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water caused by Our negligence or breach of contract.
11.3.9 For any goods in wardrobes, drawers, or appliances, or in a box, parcel, package, carton, or similar container not both packed and unpacked by Us (owner packed).
11.3.10 Loss of or damage to china, glassware, and fragile goods unless they have been both professionally packed and unpacked by Us or Our agent. In the event of an accident involving an owner-packed Item where damage would have occurred irrespective of the quality of the packing, then Our maximum liability is limited to £100 per Item or the actual value (taking into account age and condition at the time of loss or damage) whichever is less.
11.3.11 For electrical or mechanical derangement to any appliance, instrument, clock, computer, or other equipment unless there is evidence of related external damage.
11.3.12 Loss or damage to motor vehicles caused by scratching, denting, or marring unless You obtain from Us a pre-collection condition report.
11.3.13 Loss or damage to a vehicle whilst being driven or for the purpose of being driven under its own power other than for the purpose of loading onto or unloading from the carrying conveyance or container. Loss or damage sustained to accessories and removable goods unless lost with the vehicle.
11.3.14 For any goods which have a pre-existing defect or are inherently defective.
11.3.15 For goods referred to in clause 5.
11.3.16 We accept no liability for any financial loss (other than in respect of goods) or any business loss, including loss of profits, loss of sales or business, loss of anticipated savings, loss of or damage to good will, or commercial value in Your goods or property.

11.4 No employee of Ours shall be separately liable to You for any loss, damage, misdelivery, errors, or omissions under the terms of this Agreement.

11.5 Our liability will cease upon handing over goods from Our warehouse/store (as applicable) or upon completion of delivery (see clause 12 below).

11.6 We accept no liability for reimbursing You for Our Agreement prices following loss or damage unless such loss or damage prevents Us from fulfilling Our services, in which case We shall reimburse You for a proportion of Our Agreement price to reflect the services not carried out as a direct result.

11.7 We accept no liability for any other loss or damage which is not reasonably foreseeable. Loss or damage is foreseeable if either it is obvious that it would happen at the time the contract was entered into, or where it is not obvious but We knew that it was a risk because:

11.7.1 You notified Us in writing prior to Us agreeing Our quotation; and

11.7.2 We agreed in writing to accept liability for this risk before entering into this Agreement.

11.8 We accept no liability for accidental damage occurring during loading or unloading Your goods except when collection or delivery is arranged by Us.

11.9 In respect of storage arranged by Us, if You access Your goods while stored by Us or on Our behalf:

11.9.1 Any list of Your goods (inventory) or receipt prepared when first collecting Your goods is deemed invalid if You add or remove goods from storage. In these circumstances it is Your responsibility to provide Us with an updated list of Your goods (inventory) or receipt and the updated value of Your Goods as soon as possible but in any event within 10 days.

11.9.2 Our liability for the remaining period of storage and delivery out of store is restricted to loss or damage caused by fire, lightning, explosion, earthquake, storm, flood, burst pipes, theft accompanied by forcible or violent entry or exit, riot, strike, civil commotion, malicious damage, impact by vehicles or aircraft, and damage caused by dropping of a storage container.

11.9.3 You must notify Us of any loss or damage You discover in accordance with clause 12.

12. Time limit for claims

12.1 If You or Your authorised representative collect the goods, We must be notified in writing of any loss or damage at the time the goods are handed to You or Your agent otherwise We shall not be liable.

12.2 Notwithstanding clauses 9, 10, and 11 We will not be liable for any loss of or damage to the goods unless a claim is notified to Us or to Our agent or the company carrying out the collection or delivery of the goods on Our behalf. This must be in writing as soon as all such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event in detail within 7 days of delivery of the goods by Us, in order for Us to properly investigate the claim. We may agree to extend this time limit upon receipt of Your written request provided such request is received within 7 days of delivery. Consent to such a request will not be unreasonably withheld.

12.3 The time limits as set out in this clause 12 shall apply whether a claim is settled directly by Us or through a claims assessment company, insurer, or otherwise.

13. Delays in transit

13.1 Other than by reason of Our negligence or breach of contract, We will not be liable for delays in transit.

13.2 If through no fault of Ours We are unable to deliver Your goods, We will take them into store. This Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at Your expense.

13.3 Any transit times quoted by Us are estimated and based upon information known to Us at the time. Transit times may vary due to a number of factors outside Our control including (but not limited to) changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company, and port congestion. We will advise You of any material changes to the transit times as soon as We become aware.

We will not be liable for any loss or damage incurred by You as a result of delays in transit time unless directly attributable to Our negligence or breach of contract.

14. Our right to hold the goods (lien)

"Lien" is the legal right of the remover to hold goods until the customer has paid all outstanding charges.

In accordance with clause 23 We shall have a right to withhold and ultimately dispose of some or all of the goods if You fail to pay the charges and any other payments due under this or any other Agreement. 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 (including legal costs) reasonably incurred by Us in recovering Our charges and applying Our right of lien. These Terms and Conditions shall continue to apply.

15. 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 independent 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, Email: consumer.affairs@bar.co.uk. ADR does not prejudice Your right to commence court proceedings. The BAR ADR scheme does not extend to any insurance policy as that is separate to this Agreement and between You and the insurance company.

16. Our right to subcontract the services

16.1 We reserve the right to subcontract some or all of the services.

16.2 If We subcontract, then these Terms and Conditions will still apply.

17. Route and method

17.1 We have the right to choose the method and route by which to carry out the services and the location in respect of storage.

17.2 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.

18. Advice and information for international removals

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.

19. Applicable law

Any dispute between Us will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts. If You currently reside or are moving to a place outside the jurisdiction of the courts of the United Kingdom, alternative laws or jurisdiction of local courts may apply, subject to Our written agreement prior to the work or services commencing.

20. Your forwarding address

20.1 If You instruct Us to store Your goods, You must provide a correct and up-to-date address, email address, and telephone number and notify Us if they change. All correspondence and notices will be considered to have been received by You:

20.1.1 7 days after sending it by first class post to Your last address recorded by Us; or

20.1.2 2 days after sending by email to Your last email address recorded by Us.

20.2 If You do not provide an address or email address and/or do not 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 removed. Such notice will be considered to have been received by You seven days after the publication date of the newspaper.

20.3 Note: If We are unable to contact You, We will charge You any costs incurred in establishing Your whereabouts.

21. List 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 10 days of the date of Our sending, or a reasonable period agreed between Us, notifying Us of any errors or omissions.

22. Revision of storage charges

We review Our storage charges periodically. You will be given 30 days' notice in writing of any increases.

23. Our right to sell or dispose of the goods

If payment of Our charges relating to Your goods is in arrears, and 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. If You fail to pay all outstanding amounts due to Us within 28 days of receiving notice that such amount is due, We may 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 paid to You without interest. If the proceeds of the sale of Your goods does not cover the full amount due to Us, We may 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 3 months' notice in writing. If You wish to terminate Your storage contract, You must give Us at least 10 working days' notice (working days are defined in clause 7 above). 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.

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