

# S M I L

---

# R E M O V A L S

## **Terms and Conditions of service**

*The small print*

## Contents

### Introduction

1. Definitions	5
2. Quotation	8
3. Delayed Access Waiver	11
4. Works not included	12
5. Your responsibility	13
6. Operational Team	16
7. Ownership of goods	17
8. Charges if you postpone or cancel	18
9. Payment	18
10. Route and method	18
11. Subcontracting	20
12. Our liability for loss or damage to Goods	21
13. Limits of liability for premises	21
14. Liability in relation to claims related to the service which do not fall under Conditions 12 &13 above and which do not relate to death or personal injury	22
15. Exclusions of liability	23
16. Making a claim	25
17. Delays in transit	27
18. Right to hold the goods (Lien)	28
19. Rights of sale	28
20. Dispute resolution	29
21. Personal information	30
22. Storage additional conditions.	34
23. Applicable law	36

**S**ML Removals terms and conditions for domestic removal and storage provided within the UK have been produced in large print to ensure they are accessible, user friendly and that important information is highlighted and brought to your attention. Please read them carefully as they will form the basis of the contract between us in the event that you accept our quotation.

These terms and conditions apply to domestic transit and storage provided within the United Kingdom of Great Britain and Northern Ireland.

## Introduction

Thank you for asking SML removals to provide you with a quotation to move/store your household possessions.

Our quotation is based upon:

- Information provided by you (the customer);
- Our assessment of the appropriate time and resources needed to complete the services; and
- The services being carried out under the terms and conditions below.

These terms and conditions explain the rights, obligations and responsibilities' of both parties.

Please take time to read these terms and conditions. If you have any questions, please contact your Moving Agent.

These terms and conditions can be varied. Any request for variations must be made in writing and sent to your Move Manager before the start of the services. A variation will only apply if we have agreed to it in writing.

Please note: changes to the terms and conditions cannot be made once the services have started. The operational team, who carry out the services, do not have the authority to vary or amend these terms and conditions.

*Although all terms and conditions are of equal importance, we have highlighted some conditions by stating them in boxes in order to draw them to your particular attention*

## 1. DEFINITIONS

In these Conditions the following expressions shall have the following meanings:

**“Agreement”** means this Agreement between Us and You, the customer;

**“Acceptance”** means Your acceptance of Our Quotation and the Terms of this Agreement;

**“Access Time”** means between 1pm and 1.30pm or such other time You advise Us of before the start of the Services when You will have full and unrestricted access to the Premises;

**“Additional Goods”** means goods that You would like Us to include in the Services which are in addition to the Goods covered by Our Quotation - if We agree to include Additional Goods in the Services they will be subsequently referred to as “Goods” (see definition below);

**“Cancellation/Postponement Waiver”** means Our agreement to waive the charges applicable if You cancel or postpone the services as set out in Condition

**“Electronic Equipment”** includes but is not limited to; computers, laptops, tablets, mobile phones, home entertainment systems, smart hubs/devices, or external hard drives;

**“Excluded Items”** means jewellery, watches; trinkets, sun glasses, precious stones (cut or uncut) or metals/bullion, money, deeds securities, stamps, coins, medals, collections of any kind, foodstuffs, pet food, contents of freezers or refrigerators’, human or animal remains or ashes, furs, ivory, plants and animals, pressurised canisters, chemicals, paint, solvents, lubricants or any items which in Our reasonable opinion present a health and safety risk, fire hazard, risk of leakage or infestation, or pose a risk to other customer’s goods.

**“Goods”** means household items for non commercial use which are subject to the Services;

**“Indirect and Consequential Loss”** means loss of any of the following use, amenity, enjoyment, contracts, business, anticipated savings, profit, earnings, rent, income, time, sales, value (actual or sentimental), or any indirect loss or damage of a financial or economic nature which has not been fully disclosed to Us in Writing by You prior to Quotation and accepted by Us in writing as a potential risk which We are prepared to accept liability for;

**“In Writing”** means written correspondence in any form including email;

**“Item”** means box and contents is one item, carton and contents is one item, parcel and contents is one item, package and contents is one item, case and contents is one item, bag and contents or similar container and contents is one item, pair is one item, suite is one item, set is one item, or thing is one item;

**“Latent Damage”** means damage that is concealed, not apparent or obvious, and includes but not limited to inherent fragility, brittleness, or instability;

**“Lien”** means the legal right to hold Goods until all outstanding charges have been paid.

**“Money”** means cash, bank and currency notes, cheques, travelers’ cheques, postal or money orders, bankers drafts, credit/ debit or pre-payment cards, current postage stamps, saving stamps or certificates, bonds, premium bonds, luncheon vouchers, current travel tickets, loyalty cards, season tickets, gift tokens, lottery tickets, trading stamps, gift vouchers and phone cards, stamps for the payment of television licenses gas or electricity bills;

**“Operational Team”** means employees of SML or Our Sub-contractors or agents who carry out the Services;

**“Personal Information”** means but is not limited to, name, address, telephone numbers, e-mail addresses, credit/debit card details processed by Us to provide the Services.

**“Pre-existing damage”** means damage to the Goods and or Premises that is not caused by Us including, but not limited, to wear and tear or Latent Damage;

**“Premises”** means either the collection address or the delivery address or the Premises where Services are being carried out by Us. For the purposes of this Agreement “Premises” shall also include moveable and fixed items, objects or goods within the Premises which are not subject to the Services;

**“Quotation”** means our price and proposal for the Services;

**“Services”** means removal and storage services provided by Us

**“Storage”** means the storage of the Goods by Us;

**“Terms”** means the terms and conditions of this Agreement;

**“Transit”** means the period when the Goods are transported from one point to another and includes overnight stops and holding Goods for a short period for onward transportation.

**“Store”** means Our store or storage facilities provided by Our agents or Sub-contractors;

**“Sub-contractors”** mean third parties appointed by Us to carry out all or part of the Services;

**“Vehicles”** means the vehicles used to provide the Services;

**“We” “Us” or “Our” “Ourselves”** mean SML Removals LTD and Our Sub- contractors;

**“Working Days”** means Monday to Friday excluding weekends and public holidays relation to the carrying out of the Services;

**“Working Hours”** means 8.30 am to 5.30 pm in relation to the carrying out of the Services;

**“You” “Your”** means the customer

## 2. QUOTATION

Our Quotation is based on information You have given Us and Your particular requirements.

If the information, or Your requirements change for any reason, You must let Us know as soon as possible and before We start the Services. If the changes affect the Quotation, We will let You know and if necessary issue You with a revised Quotation.

Our Quotation is valid for **28 days** from the date of issue and is subject to the availability of Your preferred moving dates and Our resources.

This Agreement will not come into force until We have received Your Acceptance.

Our Quotation is based upon on the following assumptions:

- a. You have shown Us or provided Us with a list of all the Goods and agreed the list of excluded items
- b. The volume or quantity of the Goods will not exceed the volume or quantity You have shown Us or told Us about;

*No Additional Goods will be added to the Goods or substituted for Goods which You have already shown Us or told Us about. If You add or substitute Goods with Additional Goods You must tell Us and We will provide You with an additional Quotation for the Additional Goods if, in Our reasonable opinion, the inclusion of the Additional Goods will increase the Volume Limit or the cost of the Services*

- c. We will have free unrestricted access to the Premises and the Services can be completed in the time allowed;



- d. The Goods are in a clean and hygienic condition and made ready by You for collection in accordance with the Terms of this Agreement;
- e. The Premises are in hygienic, good condition and state of repair and present no hazards to the Operational Team carrying out the Services.
- f.

Additional charges may apply in the following circumstances:

- a. The Services do not commence within **28 days** from the date of Acceptance;
- b. We have given You a price for redelivery from Store within Our Quotation and the redelivery from Store has not taken place within **three months** from the date of Acceptance;
- c. Our costs change due to, but not limited to, changes in taxation, freight, fuel, ferry or toll or congestion charges, or for any reasons beyond our control;
- d. The Services are carried out on a Saturday, Sunday, or public holiday or outside normal Working Hours;
- e. We deliver the Goods above the ground and first upper floor, without prior agreement
- f. You request additional inspection, collection, or access, to Your Goods whilst they are in Storage;
- g. We provide additional Services to those covered by Our Quotation, including but not limited to, moving or storing Additional Goods;
- h. You have not disconnected or dismantled the Goods where necessary, to make them ready for Transit/Storage; The Premises do not have reasonable access/egress for the Goods and will not allow the free movement or manoeuvring of the Goods within the Premises without risk of injury to the Operational Team, or others, or loss or damage to the Goods or Premises;
- i. You have not told Us about particular difficulties We might encounter in removing large, heavy, fragile, or valuable Goods

which require removal from the Premises where the access/ egress to the Premises has been altered since the Goods were originally placed in the Premises;

- j. The Goods cannot be removed from or delivered to the Premises without the need of equipment, structural alteration, or additional resources;
- k. The approach road, drive, or hard standing at the Premises is unsuitable for Vehicles and /or We cannot load or unload within 20 metres of the entrance to the Premises. You agree to tell Us if the approach road, drive, or hard-standing is not suitable for the Vehicles;
- l. Access/egress to the Premises is controlled by automatic gates or entrances and You have not arranged the gates or entrances to be open during the course of the Services so that We have unhindered access/ egress to the Premises for the full duration of the Services;
- m. You have not arranged for parking for the Vehicles outside the Premises or for any parking restrictions to be lifted;
- n. The Services cannot be completed within the time allocated due to Us not having access to the Premises at the Access Time;
- o. If the Operational Team is required to wait to gain access to the Premises, additional charges may be waived if You pay for the Delayed Access waiver. See section 3 below for details.
- p. If Goods are left behind at the Premises or Goods are removed from the Premises in error (see condition 5: h) and 5:l) below);
- q. If You ask Us to dispose of any Goods which You no longer require or We incur disposal costs in relation Goods which have not been collected from Store at Our request;
- r. We have to pay congestion charges, parking or other fees or charges to carry out the Services;
- s. There are delays, events or circumstances outside Our reasonable control which increase or extend the resources or time allowed to complete the Services;

- t. We agree in writing to the increase Our limits of liability set out in Condition 12.

Please note Additional Charges will vary and cannot be calculated in advance. We will tell You what the Additional Charges will be. If You do not accept the Additional Charges then We will only carry out the Services so far as We are able to in accordance with the Quotation. We will not be liable for any loss or damage, cost or expense You incur arising from our failure to collect or deliver any Goods or any of the Services if agreement cannot be reached in regards to Additional Charges.

### 3. DELAYED ACCESS WAIVER

In the event that We do not have access to the Premises at the Access Time and the Operational Team must wait for access, an additional charge for waiting will be applied under Condition 2.15 above. Unless stated otherwise our removal team will wait outside your new property for up to 30 minutes on arrival to allow for any last minute access and arrangements to be resolved. Upon expiration of the 30 minute waiting time, an hourly fee of £68 per vehicle per hour (exc VAT) will be applied (see also section 17 – Delays in Transit).

Alternatively we offer a Delayed Access Waiver. Please speak to your Move Manager for details regarding charges for this. Subject to you paying the Delayed Access Waiver, the Operational Team will wait, free of charge, for two hours (the Waiver Period) from the Access Time

*For further information regarding Delayed  
Access please see Section 17.*

## 4. WORK NOT INCLUDED

Unless included within Our Quotation We will not:

- a. Disconnect, re-connect, dismantle, re-assemble, uninstall or install appliances or Goods of any description;
- b. Remove or deliver or attempt to remove or deliver, dismantle partially or fully, any Item which is too large, heavy, or cannot be moved due to restricted space within the Premises. If an Item is too large, heavy or cannot be moved due to restricted space, the Item will be left at the Premises and We will have no further liability or responsibility for the Item. If it cannot be delivered it will be returned to Our Store and You will be given the option either to (i) enter into a new contract with Us to deliver the Item to another address where delivery can be completed, (ii) to enter into a Storage contract with Us or (iii) to make arrangements for its collection from our Store. Hand out from Store charges will apply. In the absence of You agreeing to any of these three options, We will assume that the Item has been abandoned and You no longer want the Item. We will give You 30 days notice to remove the Item from our Premises. If You fail to comply with the notice We will dispose of the Item at Our discretion and You will be liable for any costs We incur in relation to the disposal of the Item.
- c. Disconnect or reconnect electrical equipment;
- d. Dismantle and reassemble gym or fitness equipment;
- e. Take down or put up fixtures or fittings such as, but not limited to, curtains or blinds;
- f. Take up or lay floor coverings;
- g. Move items from a loft/attic, unless the loft/attic has safe and secure access, is properly illuminated and fully boarded or floored;
- h. Move or Store Excluded Items;
- i. Dismantle or assemble garden furniture, outdoor play equipment, sheds, greenhouses, garden shelters, satellite dishes or similar;

- j. Remove planters, stone garden ornaments, bricks, tiles or paving slabs;
- k. Arrange the disposal of any unwanted Goods on Your behalf. If We do agree to dispose of unwanted Goods You agree to pay additional charges in accordance with Condition 2: r) above.

*The Operational Team are not authorised by Us, or qualified, to carry out any of the work described above in 4 a) – l) above. Please do not ask them to carry out any of this work either officially, as a favour or by private arrangement. This work should be undertaken by qualified persons.*

## 5. YOUR RESPONSIBILITY

***Please read this section carefully to avoid any misunderstandings during your move***

You agree to:

- a. Provide Us with complete and accurate information regarding the Goods, including but not limited to the weight, volume and quantity of the Goods and any specialist handling/ storage which may be required;
- b. Provide Us with complete and accurate information in regards to any changes or alterations to the Premises which may effect the removal or delivery of Items;
- c. Provide Us with complete and accurate information regarding the Premises including but not limited to, parking arrangements or restrictions for the weight, size, and parking of commercial vehicles, whether the access road or drive is shared with third parties or neighbours (who may require access to their own

properties whilst the Services are being provided), difficulties with regard to road access to the delivery address, the presence of obstacles such as, but not limited to, low tree branches, steps, uneven ground, electricity or telephone cables, narrow or restricted access into the Premises, and whether floor protection is required for wooden or laminate floors;

- d. Obtain consent from neighbours or third parties who own or have rights to shared drive ways, rights of way, access roads or footpaths, for Us to use the drive way, right of way, access road or footpath in order to carry out the Services;
- e. Ensure that pets such as dogs or cats are kept in a secure part of the Premises away from the Operational Team's activities so that they do not present a health and safety hazard or disrupt the Services in any way;
- f. Ensure that the premises are safe as far as reasonably practical, and point out to the Operational Team any hazards which may pose a risk to the Operational Team's health and safety while they are on the Premises;
- g. Be present or represented at all times throughout the collection and delivery of the Goods;
- h. Check the Premises so that nothing to be removed is left behind in error. We will not be liable for Goods that are left behind. If Goods are left behind and collection is necessary, this will be at an additional cost to You. See Condition 2. 17;
- i. Check the Premises to ensure that nothing to be left behind is removed. If any Goods are removed in error You agree to pay for the return of the Goods See Condition 2 .17;
- j. Arrange protection for the Goods left in unoccupied or unattended Premises or where other people, including but not limited to, tenants or workmen are or will be present;
- k. Ensure that inventories, receipts, job sheets, or other documents are signed by You or Your authorised representative;
- l. Be fully responsible at all times during the Services for the safekeeping and security of Your Money and valuables (including

- items which have sentimental value to You). We recommend that such items are not kept on the Premises during the Services to ensure that they are not packed or removed in error;
- m. You will not ask/arrange for goods excluded from this agreement to be moved or stored by us unless by prior agreement
  - n. Ensure that all the Goods are made ready for Transit/Storage and are in a suitable condition to be transported or stored. Any Goods which are not, in Our reasonable opinion, ready for Transit/Storage will be left at the Premises until You have made them ready;
  - o. Prepare adequately, and stabilize all appliances' and Electronic Equipment prior to their removal;
  - p. Ensure that Your Goods are not, in Our reasonable opinion, dirty or in an unhygienic condition, or in a condition likely to attract vermin or other pests. We may refuse to remove/ Store such Goods without any liability to You. You agree to pay Us for any loss or damage incurred by Us or by anyone else, including other customers, as a result of the presence of such Goods. If, in Our reasonable opinion, the presence of dirty or unhygienic Goods pose a risk of infestation or loss or damage, You will be asked to collect such Goods otherwise We reserve the right to dispose of them and You will pay Us for any costs incurred in their disposal. See Condition 2.r;
  - q. Empty and defrost refrigerators and freezers. We are not responsible for their contents or for any loss or damage to the contents caused by defrosting or changes in temperature;
  - r. Ensure that all domestic and garden appliances including but not limited to washing machines, dishwashers, fridges, freezers hose pipes, liquid fuel garden equipment or similar, are clean and dry and have no residual fluid left in them;
  - s. Provide Us with a correct and current postal and e-mail address, telephone number for Your mobile and landline.

*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 listed.*

## 6. OPERATIONAL TEAM

You agree:

- a. to allow the Operational Team to carry out the Services without hindrance or interference;
- b. to allow the Operational Team into the Premises without having to remove their footwear;
- c. we can change the members of the operational team during the service as and when required

It is assumed that for the purposes of the carrying out the Services, the Operational Team will have unrestricted access to all parts of the Premises unless You have advised Us differently. If there are parts of the Premises where You do not wish the Operational Team to enter, You must clearly identify the rooms or parts of the Premises where the Operational Team are not permitted and advise them before the Services commence. It is Your responsibility to advise any other members of the Operational Team, who were not in attendance at the start of the Services, of the areas in the Premises where access is restricted.

We reserve the right to suspend/and or terminate the Services without liability to You if;

- a. the Operational Team encounter threats, abusive behaviour, abusive language, intimidation or bullying in the course of carrying out the Services from You or any third party; or



- b. the Operational Team are, in Our reasonable opinion, being hindered in carrying out the Services to such a degree that it will significantly affect the completion of the Services within the allotted time; or
- c. in Our reasonable opinion the condition of the Premises are in a poor state of repair/condition or structurally unsafe, or in an unhygienic condition.

## 7. OWNERSHIP OF THE GOODS

By entering into this Agreement You agree that:

- a. the Goods are Your own property;
- b. You, the person named on the Acceptance, are the only person who has authority to give Us instructions under this Agreement. We will not accept instructions from any other person unless You have provided Us with Your written authorisation to deal with them on Your behalf;
- c. the Goods are free from any legal charge ( for example, a right held over the item by a third party such as a finance company or bank);
- d. the Goods are free from any claim from a third party (ownership is not disputed);
- e. where the Goods are not Yours, You have the full authority and consent of the owner or anyone having a legal interest in the Goods to enter into this Agreement;
- f. You have given the owner or anyone having a legal interest in the Goods a copy of these Terms and they have agreed to be bound by them;
- g. If at any time following the completion of the Acceptance, another person has or obtains an interest in the Goods, You must advise Us of the name and address in writing immediately;
- h. You will provide Us with a full indemnity and pay Us in respect of any claim for damages and/or costs brought against Us by the

owner or a third party who claims to have a legal interest in the Goods or claims ownership over them.

- i. If You wish to transfer the responsibility of this Agreement to a third party You must advise Us in writing, providing Us with the full name and address of the third party. We will issue a new contract to the third party. Your responsibilities under this Agreement will continue until such time as We receive a completed Acceptance from the third party.

## 8. CHARGES IF YOU POSTPONE OR CANCEL

If You postpone or cancel the Services, You agree to pay cancellation or postponement charges according to how much notice You give Us. The charges are as follows:

- More than 8 Working Days – loss of deposit
- Between 5-8 Working Days inclusive before the Services were due to start no more than 50% of the price for the Services;
- Between 2-4 Working Days or less before the Services start no more than 75% of the price for the Services
- Less than 2 working days before the Services are due to start 100% of the price for the Services.

## 9. PAYMENT

You agree to pay Our charges by cleared funds in advance of the Services, at least seven (7) Working Days before the start of the Services. The Services will not be provided if payment is not received.

## 10. ROUTE AND METHOD

You agree that:

- a. We can choose the route or method by which We carry out the Services;

***Legal overview:***

***The law says that in the event of loss or damage caused by Our negligence or breach of contract, You would be entitled to be compensated for either the cost of repair or, if the Item cannot be repaired, compensation based on the market value of the Item. Market value takes into account the Item's age, condition, and any wear and tear. We are not be liable for the cost of replacing the Item as new.***

***We do not know, the market value of Your Goods, whether a particular Item holds sentimental value to You, or what it would cost to repair it. Therefore for the price of the Services, We are prepared to accept a pre-determined sum per Item which is set out below (see section 12 below). If You feel the figure is too low, We are prepared to negotiate a higher limit per Item in return for a higher price for the Services as We will be agreeing to accept more risk. Alternatively you may decide to purchase additional insurance to ensure your property is adequately covered in case of loss or damage.***

- b. The loading of the Vehicle will be a matter for Our Operational Team's professional judgement and they will decide the order and method in which the Goods are loaded and unloaded from the Vehicle;
- c. We may load Goods for Storage into Storage containers at Our Store;
- d. We may remove Goods from Storage containers at the Store in order to redeliver them to back to You;
- e. Goods packed in crates or similar containers may be removed from the crates/ containers before delivery;
- f. Goods to be packed into crates or similar containers may be taken to the Store to be crated;

***Alternatively you can make you own arrangements to provide adequate insurance for your items for storage and/ or removal.***

- g. We can transfer the Goods between Our Stores/branches and between Vehicles at Our discretion;
- h. Unless specifically stated in Our Quotation, We may use spare capacity on Vehicles to transport other customers Goods.

## 11. SUB-CONTRACTING

You agree that We can use Sub-contractors to carry out the Services.

The Terms of this Agreement will apply to any Services carried out by Our Sub-contractors.

## 12. OUR LIABILITY FOR LOSS OR DAMAGE TO GOODS

### **Pre-determined limits of liability**

You agree that, at the time of entering into this Agreement, the agreed limit per Item is a reasonable pre-determined estimate of the market value of Your Items and, If We are negligent or in breach of contract, We will pay You:

- a. **up to £50 for each Item either lost or damaged; or**
- b. **For higher value items we request the items be declared in writing prior to accepting our quote as this may affect the cost to ensure adequate cover. You can amend your quote at any time up to 3 days prior to the move and any additional fee paid before the move. If the items are not declared prior to the move we cannot accept responsibility for additional cover. Please note we do not offer a new for old replacement policy.**

## 13. LIMITS OF LIABILITY FOR PREMISES

### *Legal overview:*

*The law says that in the event of loss or damage caused by Our negligence or breach of contract, You would be entitled to be compensated for the cost of repair to the damaged area taking into account age, condition, wear and tear and any pre-existing damage. We are not liable for the cost of redecoration of areas in the Premises which are not damaged. We do not know what the potential costs of repair would be. Therefore, for the price of the the Services, We are prepared to accept a pre-determined sum per Premises which is set out below. If You consider the figure is too low, We are prepared to increase the limit under the terms of the Premises Protection Waiver, see below and the Guide Premises Protection .*

## **Pre-determined limit of liability for loss or damage to the Premises**

If We are negligent or in breach of contract causing loss or damage to the Premises **Our liability to You is limited to £75 per Premises.**

You must notify Us of any loss or damage to the Premises by noting the loss or damage on the job sheet/delivery sheet as soon as practicably possible after the loss or damage occurs.

You agree to allow Us a reasonable opportunity to inspect any alleged damage and to give Us prior notification of Your intention to carry out repairs and the cost of such repairs.

## **14. LIABILITY IN RELATION TO CLAIMS RELATED TO THE SERVICE WHICH DO NOT FALL UNDER CONDITIONS 12 and 13 ABOVE AND WHICH DO NOT RELATE TO DEATH OR PERSONAL INJURY**

In the event that We fail to provide You with a particular part or parts of the Service, our liability will be limited to the refunding You that part of the Service that was not provided. Any amount We agree to pay You under this Condition will be a fair and proportionate amount to reflect the element of the Services that was not provided.

We will only be liable for a full refund of the removal charges (excluding Storage Charges) in the event that You have received no Service at all.

### **Fire Insurance**

**It is your responsibility to arrange fire insurance cover on the goods whilst in store. Fire Insurance does not form part of this agreement.**

## 15. EXCLUSIONS OF LIABILITY

You agree that We will not be liable for:

- a. Loss or damage caused by fire.
- b. Goods packed or unpacked by You or others;
- c. The cost of replacing Goods lost or damaged as new;
- d. Excluded Items (see Condition 1 Definitions);
- e. Latent Damage (see Condition 1 Definitions);
- f. Pre-existing damage to the Goods;
- g. Lack of maintenance to the Goods;
- h. Electrical or mechanical failure or derangement, unless directly attributable to obvious external physical damage that has occurred as a result of Our negligence or breach of contract;
- i. Any reduction in value or depreciation arising from damage or subsequent repairs or restoration. For the avoidance of doubt We are agreeing to provide the Services on the understanding that the Goods are non-commercial goods for domestic use and the Goods have no commercial value or that they have been offered for sale by public auction or privately prior to entering into this Agreement;
- j. Loss or damage by cleaning, fumigation, repairing, or restoring;
- k. Costs or expenses incurred by You in the preparation and submission of any claim made under this Agreement or under any policy of insurance;
- l. Gradual deterioration of the Goods including but not limited to, wear and tear, discolouration, loosening of joints, deterioration of glue, paint or varnish, fading, shrinkage, movement, or mustiness;
- m. Loss or damage caused by mould, mildew, fungus, or dampness, caused by changes in ambient temperature;
- n. Loss or damage caused by changes in atmospheric conditions including but not limited to rusting, tarnishing, fading, corrosion,

- shrinkage, expansion, warping, movement, splitting, gradual deterioration or mustiness;
- o. Goods seized by police, customs, or other legal, local or government enforcement agencies;
  - p. Loss or damage caused by insects, vermin, birds, or any infestations;
  - q. Damage caused by reasonable movement during movement or transit in the absence of negligence;
  - r. Inherent defects or Latent Defects in the Goods, or faulty design or manufacture;
  - s. Indirect or Consequential Loss (see Condition 1 Definitions’);
  - t. Any delay or failure to perform the Services as a result of circumstances outside Our control including but not limited to 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, traffic congestion, road works, road traffic accidents, or any other events outside our reasonable control.
  - u. No member of Operational Team shall be separately liable to You for any loss, damage, miss-delivery, errors or omissions under the Terms of this Agreement.
  - v. Subject to this Condition 15, Our liability to You will end upon handing over the Goods from Our Store or upon completion of Transit/delivery.

## 15. TIME LIMITS FOR REPORTING CLAIMS

Reporting loss or damage in Writing as soon as possible is very important as any delay may prejudice Our attempts to locate any missing items or establish how or when an Item was lost or damaged and whether We are liable.



**Collection from Store:**

If You or Your authorised representative collect the Goods from Store, 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.

**Delivery to the Premises:**

You must advise Us In Writing of any loss or damage within seven days of delivery by Us.

We may agree an extension of time for reporting the claim if We receive a written request from You before the start of the Services. Any extension to the time limit for reporting claims will be subject to Our discretion but will not unreasonably withheld.

## 16. MAKING A CLAIM

All Claims must be made within the times limits as stated in Condition 16 above.

You agree:

- a. We may make such enquires as We consider necessary to satisfy Ourselves of the validity of the claim and to establish whether We are liable for the claim;
- b. We may take a reasonable amount of time to undertake Our enquires into the circumstances of the claim and where necessary to conduct searches for Items reported as missing;
- c. To co-operate with Us in Our enquiries, as is reasonable in the circumstances, and to provide any additional information We may reasonably require;

- d. To provide any relevant information about the Goods such as, but not limited to, proof of value, proof of ownership, estimates for repair costs, receipts, photographs including photographs' taken at our direction, video footage, and serial numbers, in order to substantiate Your claim;
- e. To respond to our emails as promptly as possible, and in any case within 2 weeks. In the event of us not receiving a response within 2 weeks we will assume you are satisfied with our response and/or that you no longer wish to pursue the matter and we will close the file.
- f. To retain packaging or other evidence if requested;
- g. To allow Us or Our agents to collect Items for inspection or assessment by a restorer or third party;
- h. Damaged Items should not be disposed of until We have had a reasonable opportunity to inspect, if We consider inspection necessary.
- i. The right to ownership of original goods when replaced due to loss or damage, at our discretion.

## 17. DELAYS IN TRANSIT

Other than by reason of our negligence or breach of contract, We will not be liable for any delays in carrying out the Services (see also section 3 – Delayed Access Waiver).

We understand that delays occasionally occur in gaining access to your new property for a variety of reasons. Our team will wait free of charge for 30 minutes after the agreed access time. If after this time access you still do not have access to your new premises we will charge £68 per van per hour (plus VAT) unless you have previously paid the Delayed Access Waiver. In either event if access remains blocked or restricted after this time (2.5 hours total) this may affect our ability to be able to safely complete your move the same day. Normal operating hours for removal teams end at 4.30pm. In either event all work will finish at 8pm. We reserve the right to leave before 8pm if the decision is made to store your goods overnight.

***For avoidance of doubt, if in our professional opinion, there is a delay of 2.5 hours or more from the agreed access time which will result in us not being able to safely complete your move by the end of the working day we reserve the right to place any goods not successfully delivered into storage. At that stage this Agreement will then be fulfilled and any additional service including Storage and delivery from Store will be at an additional charge. You will have the option of instructing Us to redeliver Your Goods at Your expense or arranging for the Goods to be collected in which case We will charge You a hand out from Store fee.***

## 18. RIGHT TO HOLD THE GOODS (LIEN)

If any of Our charges are not paid We may apply a right of Lien on the Goods until all our charges are paid.

While the Lien is in place these terms and conditions will continue to apply.

You will be responsible for, and will pay any administration charges, costs, legal costs and expenses We incur in obtaining payment from You of any outstanding charges.

We reserve the right to charge interest on a daily basis calculated at 4% above the prevailing rate for the time being of the Bank of England.

## 19. RIGHT OF SALE

If You fail to pay our charges We will serve you with a notice of termination (the Notice) at Your last known address. The Notice will require You to remove your Goods from Our Store and pay all outstanding charges. If You fail to comply with the Notice We reserve the right to sell or dispose of the Goods without further reference to You. Any proceeds of sale will be credited to Your account or against other payments due to Us from You including but not limited to all outstanding charges, insurance premiums, costs, including any legal costs, fees, or expenses incurred by Us in relation to the sale and disposal of the Goods.

Any surplus proceeds will be paid to You without interest once all Our charges have been cleared.

You agree that We have no knowledge as to the value of the Goods or whether the Goods are of such unique, collectable, or unusual nature that they should be sold by a specialist auctioneer. In the event the Goods are offered for sale, they will be sold through auctioneers who deal with general household items.

It is Your responsibility to notify Us in Writing if there are any Items which You believe to be of high value or require sale through a specialist auctioneers. If You fail to do so We will not be liable for any loss You incur as a result of the Items being sold for less than their correct or anticipated market value.

Any Items which cannot be offered for public auction, or unsold items (Unsold Items), will be disposed of without further notice to You. We shall not be liable for any claim for loss or damage in respect of the disposal of Unsold Items.

You will be responsible for any costs fees or expense We incur in the sale or disposal of Unsold Items.

## 20. DISPUTE RESOLUTION

If You have a complaint about Our Service then please tell Us as soon as possible by telephone and confirming your complaint In Writing.

Please tell Us:

- Your full name;
- The collection/delivery addresses;
- The dates when the Services were provided;
- Your reference number;
- What has gone wrong/ the reason for your complaint;
- What You want Us to do to put it right;

We will review Your complaint and send you a detailed response.

Where possible, We will try to resolve Your complaint on the basis of the information You have provided. In some circumstances We may ask You for additional information. You agree to provide Us with such additional information.

If You remain dissatisfied with Our response, You can ask for the matter to be reviewed by our Customer Resolutions Manager (CRM). If You

remain dissatisfied with the response from the CRM you can ask for Final Viewpoint Letter to be issued.

If the matter remains unresolved the dispute/complaint can be referred to the Removals Industry Ombudsman Scheme. Under this scheme the case will be determined by an accredited Ombudsman. They can be contacted by email at: [ombudsman@removalsombudsman.co.uk](mailto:ombudsman@removalsombudsman.co.uk) .

Copies of the full complaints procedure are available upon request or from our web site: [www.smlremovals.co.uk](http://www.smlremovals.co.uk)

Both parties agree that the discussions or negotiations regarding the resolution of the complaint will be carried out in good faith, and with mutual respect for the other parties' position.

We reserve the right to suspend discussions regarding Your complaint if We are subjected to unacceptable behaviour such as, but not limited to, personal abuse, foul or offensive language, threatening or intimidating behaviour, personal derogatory remarks, inflammatory statements, or unsubstantiated allegations.

Our complaints procedure does not prejudice your rights to issue proceedings should You wish to do so however Your decision not to follow the complaints procedure may affect any claim You make in regard to Your legal costs.

## 21. PERSONAL INFORMATION

Your Personal information will be processed by Us in accordance with prevailing Data Protection legislation. For further details please see our Privacy Policy, available on our website.

The legal basis for processing Your Information is to perform the Services.

We collect personal information about You when:

- You use Our website;
- You contact Us;
- We attend Your home and carry out a sales survey;
- You take part in a video survey;
- On Live Chat;
- When We correspond with You in relation to the Services or in regards to a claim or complaint;
- You enter a competition or promotion via our website;
- Complete a customer satisfaction survey;
- You report a problem using Our website;
- We ask You for contact details for future marketing or promotions which maybe by email, post, or text or if You sign up to receive promotions or newsletters from Us although We will give You the option to say whether You wish to receive such communications or to opt out at a later stage.
- From Comparison websites

We collect the following information about you:

- name;
- address;
- e-mail address;
- telephone numbers;
- Your consent to receive notifications of special offers or promotions which may involve or be provided by third parties;
- information required to enable Us to provide You with Services;
- where relevant, Your company or employer's name, Your employment position, company address, company's e-mail address and telephone numbers;
- payment information;

- information collected through Our website such as but not limited to, Your internet provider address (IP address), operating system and browser type. Please see Our Cookie Policy on Our website;
- details of any enquiry , claim, or complaint You make in relation to the Services;
- information on any inventory, job sheet, collection/delivery documentation

We collect personal information to:

- provide You with products or Services that You may request from Us or selected third parties;
- provide You with information or updates' regarding the Services;
- enable Us to carry out the Services;
- instruct third parties (Sub –contractors for example) to assist Us in the provision of the Services;
- enable Us to review, develop and improve Our products or Services;
- check and verify Your identity when You use our Services;
- meet Our legal and statutory and compliance obligations;.

We will use your personal information for the purposes listed below for:

- Preparation of a Quotation for Our Services;
- Providing You with Services;
- Communication with You regarding these Services;
- Notification of any changes to the Services;
- Providing You with service information;
- Providing advice and guidance and tips for moving home;
- Instructing and engaging third parties such as but not limited to Sub-contractors, service providers, shipping lines airlines, railway company's or agents at destination or origin to assist with the provision of the Services;
- Reporting, research or analysis;
- Resolving complaints or claims;



- Assisting with the prevention or detection of a crime;
- Corresponding with third parties appointed to assist in the resolution of a complaint or claim such as but not limited to an appointed alternative dispute resolution body;
- Ensuring that web site content is presented to you in the most informative or effective manner;
- Developing other products or Services on Our own or with third parties;
- Analysing Your usage of Our web site and viewing patterns;
- Making You aware of offers and other services that maybe of interest to You.
- Credit and control;
- Collecting payment for the Services.
- Any payments or refunds will be made to the account/card which was used to make the latest payment. By providing the account or card details You, and the account/ card holder consent to Us doing this.

### Who can give Us instructions?

We are unable to accept any instructions from anyone other than You, the person named on the Acceptance. If You wish a third party to act on Your behalf, We will require evidence that they have Your express authority to do so. Such evidence could be in the form of a power of attorney or other written form of authority.

When providing Personal Information about others who may be in receipt of the Services or who may be directly or indirectly affected by the Services, including but not limited to, the purchaser of Your property, the vendor of the delivery address, Your neighbours or others who may live at the Premises, You confirm that You have their consent to supply Us with their Personal Information.

You agree that We may use and share Your Personal Information with others in order to:

- Carry out the Services;
- Arrange insurance on Your behalf;
- Assist Your insurers in the investigation and processing of Your claim under the insurance;
- Recover outstanding charges;
- Processing any Claim or complaint arising under this Agreement;
- Prevention or detection of crime.
- 

Please be aware that law enforcement agencies and other authorities may request the disclosure of information in order to prevent or detect crime and We must comply with their legal obligations.

Information will not be disclosed to anyone outside SML Removals except:

- Where it is necessary for the performance of a contract to which You are a party or in order to take steps at your request prior to entering into contract with Us;
- To perform the Concierge Services by Just Move In;
- Where We have Your consent to do so;
- If Your insurers or their claims handling agents request information to assist with the processing of any claim;
- We are required to do so by law.

## 22. STORAGE: ADDITIONAL CONDITIONS

The following conditions apply if We are providing You with Storage.

**You agree:**

- a. To provide Us with a correct and up to date postal address; and
- b. To provide Us with an up to date landline telephone number for both Your home and work; and mobile number;
- c. To provide Us with a correct and up-to-date contact e-mail address;

- d. To notify Us In Writing within seven days of any changes to the details required under Conditions 23: a) – c) above;
- e. That all correspondence or Notices, sent under this Agreement, will be considered to have been received by You seven days after sending it by first class post to Your last known address recorded by Us;
- f. If You do not comply with Condition 23: a) –c ) above You will be responsible for any costs, fees or expenses We incur in establishing Your whereabouts;

**All information to be sent to [info@smlremovals.co.uk](mailto:info@smlremovals.co.uk)**

**Communication and notifications:**

Any messages, communications, notices, requests, or instructions including those In Writing successfully received by Us outside Working Hours will not be deemed to have been seen by Us and will not be dealt with until the next Working Day and during Working Hours.

**Inventory (List of Goods) or receipt:**

Where We produce a list of Your Goods (Inventory) or a receipt You agree that it need not state the contents of any article, suite, case , bundle, package or other container. A generic description of the contents will be sufficient.

Contents which have been packed by You or others will be categorised as “PBO” (packed by owner) and We shall not be liable for any loss or damage to PBO Goods in accordance with Condition 15:b (above)

The inventory will be accepted as final and accurate unless You inform Us in Writing of any errors or omissions within 10 days of the date of handing it to You, or such other period agreed between Us before the Services commence.

### **Payment of Storage Charges:**

Storage charges will be paid by direct debit.

### **Revision of Storage charges:**

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

If You do not agree to the increase in storage charges Your rejection of the new charges will terminate this Agreement and You will be required to remove Your Goods from Store.

### **Termination of Storage Services by You:**

If You wish to terminate Your storage contract You must give Us at least fourteen Working days notice in Writing.

We will try to accommodate your preferred dates for either handing the Goods out from store or delivering them to You, however dates will be subject to availability.

Our minimum storage charge is for one week. Where Your notice of termination expires at the start of the calendar month or part way through the calendar month, we will return any fees paid for the remainder of the month, minus an admin fee of £25.

### **Termination of Storage Services by Us:**

We may terminate this Agreement at any time on thirty days notice.

## **23. APPLICABLE LAW**

Any dispute between us will be governed by the non-exclusive law and jurisdiction of the English Welsh and Scottish courts.

