



WHG Removals Ltd

CONTRACT

This WHG Removals Ltd Contract Agreement ("the *Agreement*") is made as of of 20 ..
(the "*Effective Date*") between

..... ("The Customer"), with a current address at:

And

WHG Removals Ltd ("the Contractor"), with an address at:

Manor Barn,
Shelsley Beauchamp,
Worcestershire,
WR6 6RE
www.whgremovals.com
(+44) 0800 023 23 63
(+44) 07414 911 300

The Removal Quote is: £

Moving date(s):

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

1. Interpretation

1.1 Any reference in these conditions to "we" or "us" is a reference to the Contractor.

1.2 Any reference in these conditions to "you" is a reference to the Customer.

1.3 "Goods" means the goods being removed and/or stored.

2. Quotations

2.1 Quotations do not include any other customs duties levies or fees payable to government or other statutory bodies and all such duties or fees (if any) will be payable by you in addition to the quoted price. (Eg. London Congestion charge, charge for police parking restrictions on your removal day.)

2.2 Although we quote a fixed price we reserve the right to amend it or make additional charges if any of the following have not been taken into account when preparing the quotation:

2.2.1 Our costs increase as a result of currency fluctuations or changes in taxation or freight charges beyond our control.

2.2.2 We supply any additional services.

2.2.3 Customers must give an approximate time furniture 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.

2.2.4 Access to the collection or delivery point is inadequate or the approach is unsuitable for our vehicles.

2.2.5 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:

3.1 Dismantle or assemble unit-furniture (flat-pack IKEA and similar), fittings or fitments (and in any event these works will not be covered by any insurance provided.)

3.2 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 – no insurance cover applicable)

3.3 Take down or re-hang curtains, blinds or other window coverings.

3.4 Move or store any items excluded under Clause 4.

3.5 Move any item which cannot be moved safely or the removal of which may damage the item or its or their surroundings.

3.6 Removal of doors or fixtures to allow items to be moved. (These works will not be covered by any insurance provided.)

3.7 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:

4.1 Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, or goods or collections of a similar kind.

4.2 Potentially dangerous, damaging or explosive items.

4.3 Goods likely to encourage vermin or other pests or to cause infection.

4.4 Refrigerated or frozen food or drink.

4.5 Any animals and their cages or tanks including pets, birds or fish.

4.6 Furs, perfumery, wines, spirits, tobacco, cigars, cigarettes, foodstuffs, perishable goods.

If you submit such goods without our knowledge we will not be liable for any loss or damage. In addition we shall be entitled to dispose of (without notice) any such goods which are listed under paragraphs 4.2, 4.3, 4.4, 4.5, & 4.6.

4.7 Breakage of owner packed property unless the box or container shows clear signs of external damage.

5. Customer's responsibility

5.1 Declare to us the proper value of the Goods and provide us with a full list and printed declaration of the value of your goods of these items prior to the removal.

5.2 Obtain at your expense, complete and submit all documents necessary for the removal to be completed.

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

5.4 Prepare adequately and stabilise all appliances 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 from any of these matters.

6. Ownership of the goods

By entering into this contract you confirm to us that:

6.1 The Goods are your own property; or

6.2 You have the authority of the owner of the property to make this contract in respect of the Goods.

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

7. Postponements/Cancellations

7.1 If you postpone or cancel this contract you will lose your 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 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.

8.1 In the event of no payment, partial payment, late payment claims for loss or damage will not be accepted.

8.2 Long distance removals will require 50% payment up front and 50% cash on arrival at the delivery address.

9. Our liability for loss or damage

9.1 Restricted Liability

9.1.1 If you do not provide us with a printed declaration of value of your goods or you do not require us to accept Regular Liability pursuant to clause 9.2, then in the event that we lose or damage your goods through our negligence or our breach of contract, we will pay you up to a maximum of £50.00 sterling towards the total cost of repairing or replacing.

9.1.2 We may choose to repair or replace the damaged or lost item. However if we choose the repair the item we will not be liable for any depreciation in value.

9.1.3 Other than because of our negligence, we will not be liable for any loss, damage or failure to deliver the goods if it is caused by any of the following circumstances:

9.1.4 Fire (unless our removal lorry is on fire).

9.1.5 War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, act of God, industrial action or other such events outside our reasonable control.

9.1.6 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.

9.1.7 Cleaning, repairing or restoring unless we did the work.

9.1.8 Moth or vermin or similar infestation.

9.1.9 Electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.

9.1.10 Additionally we will not be liable for any loss of or damage to:

9.1.11 Any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by us.

9.1.12 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a similar kind, unless you have previously given us full information including value, and we have confirmed in writing that we will accept responsibility

9.1.13 Goods which have a relevant proven defect or are inherently defective.

9.1.14 Animals and their cages or tanks including pets, birds or fish.

9.1.15 Plants.

9.1.16 Refrigerated or frozen food or drink.

9.1.17 Loss or damage to self assembly furniture unless dismantled prior to the day of removal

9.1.18 Other than because of our negligence, we will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage, or failure to deliver the goods.

9.2 Regular Liability

9.2.1 If you provide us with a printed declaration of the value of your goods and you agree to pay an additional charge 10% of your removal quote. The amount of our liability to you will be as follows:

9.2.1.1 In the event of loss or damage caused by our negligence or breach of contract, our liability to you will be assessed as a sum equivalent to the cost of their repair or replacement, taking into account the age and condition of the goods immediately prior to their loss or damage but subject to a maximum liability of £1,000 (unless we have agreed a higher amount with you).

9.2.1.2 Where the lost or damaged item is part of a pair or a set, our liability to you, where it is assessed to be the cost of replacement of that item, it is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set.

9.3 Any liability under clause 9.1 or 9.2 above is expressly subject to all or any other applicable exclusions set out elsewhere in this agreement.

10. Delays in transit

10.1 Unless we give a specifically agreed written timescale then arrival and departure times are an estimate only.

10.2 If we do not keep to an agreed written time scale schedule and any delay is within our reasonable control we will pay your reasonable expenses which arise as a result of our not keeping to the agreed written time schedule.

10.3 If through no fault of ours we are unable to deliver your goods, we will take them into store. This contract will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

11. Damage to premises

We shall only be liable for damage to premises caused by our negligence. Any damages to premises must be noted on the delivery receipt and confirmed in writing to us within seven days unless you request a reasonable extension which we agree to in writing.

12. Time limits for claims

We will not be liable for any loss or damage to any goods unless any claim for loss or damage is notified to us in writing WITHIN SEVEN DAYS (this is a requirement of insurers) of either their collection by you or delivery by us to their destination, unless you request a reasonable extension which we agree to in writing.

13. 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.

14. Sub-contracting the work

14.1 We reserve the right to sub-contract some or all of the work for which we have provided a quotation without reference to you. This may occur should we encounter mechanical problems with our main removal lorry which cannot be fixed.

14.2 If we sub-contract these conditions will still apply in full.

15. 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:

- Require 1 month's payment up front
- Will take your furniture for a minimum of 14 days
- Expect 14 days notice on request to leave
- Refund any remaining monies paid in excess of storage time used

16. Whole agreement

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

17. Jurisdiction

This contract is subject to the laws of England and Wales if our principal place of business is situated in England or Wales or to the laws of Scotland if our principal place of business is situated in Scotland.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party

By: _____

By: WHG Removals Ltd

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Date: _____

Signature: _____

Date: _____