



BEST Removals & Storage

Terms & Conditions

Payment Terms

Our Contract Prices are based on the information provided by You and are subject to the services being carried out under the enclosed Terms and Conditions. Our Quotation is valid for **28 days** from the quotation date stated above. Under Our standard terms, We accept liability for loss or damage to Your Property caused by Our negligence only up to a maximum of £40 per Item and it is recommended that You arrange insurance at Your own expense.

Please ensure that You carefully read Our Terms and Conditions and MoveProtect Addendum. If you have any questions, please contact Us using the details provided.

You must always return a signed Acceptance of Quotation to Us in advance of Our services commencing, whether or not You opt for MoveProtect.

MoveProtect

You may request for Us to accept an enhanced liability for Your Property up to Your stated Maximum Replacement Value under MoveProtect, subject to Your agreement to pay additional charges (MoveProtect Charges). Further details can be found in the MoveProtect Addendum.

The MoveProtect Charges shown above are based on a Maximum Replacement Value of up to £25,000. We reserve the right to make additional charges if the actual Maximum Replacement Value You provide on Your Acceptance of Quotation exceeds this amount.

Please refer to paragraph 28 of the enclosed Terms and Conditions for details of Our Cooling-off Period.

Special Importance Conditions

Please note the following key points from Our Terms and Conditions:

Conditions	Description
General	Our Contract Prices are based on the information provided by You and are subject to the services being carried out as described on Our Quotation. Our Quotation is valid for 28 days.
9.c	Under Our standard terms, We accept liability for loss or damage caused by Our negligence only up to a maximum of £40 per Item and it is recommended that You arrange insurance at Your own expense.
MoveProtect Addendum	Alternatively, You may request for Us to accept an enhanced liability for Your Property up to Your stated Maximum Replacement Value under MoveProtect, subject to Your agreement to pay additional charges (" MoveProtect Charges " and " Claims Admin Fee ")
Maximum Replacement Value Definition	You must provide a Maximum Replacement Value on the Acceptance of Quotation if You wish to opt for MoveProtect. Maximum Replacement Value means the maximum sum total of the current cost of replacing Your Property, allowing for age, quality, degree of use and second hand market value at the time Your Property is packed or otherwise made ready for removal and/or storage (except Property which cannot be purchased new (such as antiques or works of art, for example) and documents, where the value must be assessed differently.)
8	You must own or be authorised to submit the Property for removal and storage.

Quotation

21	Our charges must be paid in advance and on time.
20	If You do not comply with the Terms and Conditions of this Agreement, We will have certain rights which include the right to seize Your Property and sell or dispose of it.
6.a	You must not submit any Excluded Items for removal and/or storage.
10	There are certain circumstances where We limit or restrict Our liability.
23	We may use and share Your personal and other data in certain circumstances.
19	You must report any loss or damage to Us in writing as soon as possible but no later than seven (7) days of delivery or completion of Our professional unpacking service (where applicable). If You access Your Property while in store or arrange for Your Property to be collected from store, You must notify any discovered loss or damage to Us immediately and in writing within seven (7) days of discovery.
22	You must give notice to terminate this Agreement and may be liable to pay some or all of Our Contract Prices.

Please ensure that You carefully read Our Full Terms and Conditions, MoveProtect Addendum and StoreProtect Addendum as required.

If You have any questions, please contact us using the details provided.

FULL TERMS AND CONDITIONS

(A COPY IN A LARGER FONT SIZE IS AVAILABLE UPON REQUEST)

These are the Terms and Conditions on which We supply Our services to You, and explain the rights, obligations and responsibilities of all parties. We draw Your attention in particular to paragraphs 5, 6, 9, 10, and 14 which contain limitations on liability and paragraph 22.a which deals with charges if You cancel. We also draw Your attention to paragraph 19 which sets out the process (and important time limits) for notifying Us about loss or damage to Your Property.

Definitions

For the purposes of this Agreement, the following definitions shall apply:

- “**Agreement**” includes these Terms and Conditions, the Quotation and Acceptance of Quotation and (where applicable) the MoveProtect Addendum;
- “**Contract Price**” means the total price paid or payable (including, where applicable, the MoveProtect Charges) by You to Us for the services provided pursuant to this Agreement;
- an “**Item**” means the entire contents of a box, parcel, package, carton, case or similar container or any other object or thing that is moved, handled or stored by Us;
- “**Property**”, “**Your Property**” or “**Goods**” means any and/or all goods submitted for packing, removal and/or storage by You;
- “**Vehicle Condition Report**” means a document provided by Us showing the Replacement Value and all pre-existing damage or defects to Your Vehicle prior to the commencement of Our services.
- “**Vehicle**” or “**Vehicles**” means any motor car, van, motorcycle or watercraft of any kind.
- “**We**”, “**Us**”, “**Our**”, “**Remover**” means the company shown on the Quotation and its sub-contractors (if any);
- “**Working Day**” means Monday to Friday and excludes Saturdays, Sundays and public holidays.
- “**You**” or “**Your**” means the Customer;

1. Information about Us and how to contact Us

You can contact Us by telephone, email or by post using the details at the top left of the Quotation document. If We have to contact You, We will do so by telephone, by post or by emailing You using the details You have provided to Us.

2. Our Quotation

a. Our Quotation, unless stated otherwise, does not include customs duties, demurrage and inspections or any other fees or taxes payable to government bodies.

b. Our Quotation is based on the information provided by You, and is based on the following assumptions:

- i. You have provided Us with a list of Your Property or shown Us Your Property;
- ii. The volume or quantity of Your Property will not exceed the volume or quantity You told Us about or shown Us;
- iii. We will have unrestricted access to the premises from which Your Property is to be collected from, and delivered to, for the period required to perform the services;
- iv. Your Property will be made ready for transit/storage on the agreed date.

c. Unless already included in Our quotation, additional charges may apply in the following circumstances:

- i. You do not accept Our Quotation within 28 (twenty-eight) days from the Quotation Date; the services do not commence within 28 (twenty-eight) days from the date of the signed Acceptance of Quotation; or, where Our Quotation includes a price for redelivery from store and the re-delivery from store has not taken place within 6 (six) months from the Quotation Date;
- ii. Our costs change due to, currency fluctuations or changes in taxation or freight, fuel or congestion charges, which are beyond Our control;
- iii. The services are carried out on a non-Working Day or outside normal hours (08:00 -18:00) at Your request;
- iv. We have to collect or deliver Your Property above the ground floor and first upper floor at Your request.
- v. If You collect Your Property (in whole or part) from Our warehouse, We may charge You for handing them over;
- vi. We supply any additional services, including but not limited to, moving or storing extra Property (these Terms and Conditions will apply to any additional services);
- vii. Where Property is left behind or removed in error (and this is not by reason of Our negligence), We may charge You for collection or return of the Property;
- viii. The stairs, lifts or doorways are inadequate for free movement of Your Property 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 metres of the doorway;
- ix. We have to pay parking or other fees or charges (including fines where You have failed to arrange agreed suspension of parking restrictions) in order to carry out services. For the avoidance of doubt, parking fines for illegal parking caused by Our negligence are not fees or charges and You are not responsible for paying them;
- x. 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.
- xi. There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the services.

d. In any such circumstances, as described under **paragraph 2.c.i to 2.c.ix**, We will tell You what the additional charges will be (these will vary and cannot always be calculated in advance). Unless and until We agree on any additional charges payable, We will only be able to carry out the services in so far as it is possible to do so in accordance with the Quotation.

e. This Agreement will come into force on receipt of Your instruction to perform the services detailed within Our Quotation.

f. All services undertaken by Us are transacted in accordance with these Conditions, without alteration or variation unless expressly authorised in writing by a Director or other authorised Company representative.

3. Work not included in the Quotation

a. Unless included in the Quotation or otherwise agreed by Us in writing, We will not:

- i. Dismantle or assemble unit or system furniture (flat-pack), fittings or fittings;
- ii. Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment;
- iii. Take up or lay fitted floor coverings;
- iv. Move items from a loft, unless properly lit and floored and safe access is provided; or
- v. 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.

b. Our staff are not authorised or qualified to carry out the services described in **paragraph 3.a**. We recommend that You engage a suitably qualified individual to carry out these services.

4. Our services

a. We will provide the removal and/or storage services as set out in the Quotation. It is Our responsibility to carry out the services using all reasonable endeavours to deliver or produce Your Property for collection, in the same condition that the Property was in at the time they were packed or otherwise made ready for transit and/or storage.

b. Where We provide packing services, it is Our responsibility to use all reasonable endeavours to securely pack the Property and otherwise make the Property ready for transit and/or storage.

c. We will use all reasonable endeavours to determine the appropriate method, route and storage location (where applicable) to carry out the services. We may, at Our discretion, take into account any instructions provided by You.

d. Unless otherwise stated in the Quotation, We may use any spare capacity or space in Our vehicles and/or the storage container to transport and/or store other customers' goods.

5. Your responsibility

a. It is Your responsibility to:

- i. Provide Us with accurate details regarding any specific handling and/or storage requirements;
- ii. Obtain at Your own expense, all documents, permits, permissions, licences and customs documents as necessary for the services to take place;
- iii. Pay for any parking or meter suspension charges incurred by Us in carrying out Our services;
- iv. Ensure that Your Property is made ready for transit and/or storage and is suitably packed (where You have arranged packing Yourself) to be transported or stored;
- v. Be present or represented at all times during the collection and delivery of Your Property;
- vi. Take all reasonable steps to ensure that Inventories, receipts, job sheets or other relevant documents are signed by You or Your authorised representative as confirmation of collection or delivery of Your Property;
- vii. Ensure that nothing is left behind that should be removed and nothing is taken away in error;
- viii. Arrange protection for any Property left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present at the premises;
- ix. Prepare adequately and stabilize all appliances or electronic items prior to removal;
- x. Empty, defrost and clean refrigerators and deep freezers. We will not be responsible for their contents (**see paragraph 6.a.xii**);
- xi. Ensure that all domestic and garden appliances, including but not limited to, washing machines, dish washers, hose pipes and lawn mowers are clean and dry and have no residual fluid in them;
- xii. Ensure that batteries are disconnected (where possible);
- xiii. Ensure all fuel or other fluid is drained (where possible);
- xiv. When storing any Property that contains built-in batteries including, but not limited to, E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles (**see paragraph 6.a.iv**), You must ensure: (a) the Goods are free from visible physical defect or fault; (b) all batteries are stored with the lowest possible charge; and (c) such Goods are not stacked and are stored allowing air circulation;

- xv. Provide Us with accurate and up-to-date contact details for communication (including Your address, email and telephone number) whilst Your Property is being moved. If Your Property is being stored, You must notify Us in writing of any changes to Your contact details for the period that Your Property is being stored. Any communication sent under this Agreement will be considered to have been received by You seven (7) days after sending it by first class post to the most recent address or email recorded by Us; and
- xvi. Provide a signed Acceptance of Quotation.
- b. We will not be liable for any loss or damage, costs or additional charges that may arise from Your failure to comply with these responsibilities, except to the extent that such loss or damage, costs or additional charges result directly from Our negligence or breach of contract.
- c. If You fail to provide accurate contact details in accordance with **paragraph 5.a.xiv** and do not respond to Our notices, We may publish such notices in a public newspaper in the area to or from which the Property was moved. Such notice will be considered to have been received by You within seven (7) days after the publication date. If We are unable to contact You, We may charge You any additional costs incurred in establishing Your whereabouts.
- 6. Property not to be submitted for removal and/or storage**
- a. Unless otherwise agreed in writing by a director or other authorised company representative, You agree not to submit the following items ("**Excluded Items**") for removal and/or storage:
- Perfume products, tobacco, cigars, cigarettes, beers, wines, spirits and the like.
 - Batteries of any kind UNLESS they are built-in and cannot be removed from otherwise permitted Goods (see **paragraph iv** below);
 - Portable battery chargers, power banks or any similar portable power source;
 - More than five (5) E-Scooters, E-Bikes, E-Skateboards or any similar vehicles with built-in batteries;
 - Money or currency of any kind, jewellery, watches, trinkets, precious stones or metals, silverware, deeds, bullion, bonds, securities, stamps, coins or goods or collections of any similar kind;
 - Any irreplaceable Property including, but not limited to, family photos/videos, children's drawings/art or school work, wedding dresses and university submissions, for example (see also **paragraph 10.c.ix**);
 - Furs worth in excess of £100;
 - Mobile telephones, tablets, laptops or portable media or portable computing devices of any kind;
 - E-cigarettes;
 - Pornographic material;
 - Medicines or drugs of any kind;
 - Perishable items or those requiring a controlled environment;
 - Property likely to encourage vermin or other pests or to cause infestation or contamination;
 - Pets, livestock or any other living creatures or plants;
 - Combustible or flammable substances such as fireworks, gas, paint, petrol, oil, cleaning solvents, aerosols, or compressed gases;
 - Any illegal item or substances or items illegally obtained such as illicit, counterfeit or smuggled tobacco or alcohol or unsafe items;
 - Property which is environmentally harmful or that are a risk to property or person;
 - Weapons, firearms, ammunition or explosives or parts, associated accessories, materials or ingredients of all kinds;
 - Chemicals, radioactive materials, biological agents, toxic waste, asbestos or other potentially hazardous substances;
 - Any item that emits fumes or odours;
 - Any item which requires special licence or government permission for export or import.
- b. You agree to make Your own arrangements to transport or store Excluded Items – We will not, under any circumstances, transport or store Excluded Items. If You submit any Excluded Items without Our knowledge, We will have no liability for loss or damage to Excluded Items or where other Property is damaged by the Excluded Items.
- c. If We discover that You have submitted any Excluded Items, We will make them available for Your collection and if You do not collect them within one (1) months' time, We may apply for a court order to dispose of any Excluded Items in storage without further notice to You. You agree to pay for any expenses and costs incurred by Us in connection with obtaining the court order and disposal of the Excluded Items.
- 7. Transit or storage of Vehicles**
- a. Our liability extends to include the loading and unloading of Your Vehicle(s) whilst being driven under their own power onto and off Our transporting vehicle or container or in and around Our storage facility when undertaken by Us.
- b. If You require Us to drive Your Vehicle(s) other than for the purposes described in **paragraph 7.a**, You are responsible for arranging suitable insurance.
- c. For all Vehicle(s):
- Unless We agree otherwise, the battery must be disconnected, wherever possible, and all fuel must be drained for the entire period of storage;
 - You permit Us to disconnect the battery, wherever possible, and drain fuel but We reserve the right to refuse to do so and to require You to comply with **paragraph 7.c.i**;
 - You must leave a key in Our possession for the entire period of transit and storage;
 - You permit Us to move Your Vehicle under its own power while it is in Our custody. We will only move Your Vehicle where it is necessary during storage or in the ordinary course of transit.
- 8. Ownership of Your Property**
- a. By entering into this Agreement, You agree that:
- The Property belongs to You and is Your own property;
 - Where the Property does not belong to You, You have the full authority and consent of the owner (or any person with a legal interest in the Property) to enter into this Agreement and have provided the owner (or anyone with a legal interest in the Property) with a copy of this Agreement;
 - Ownership of the Property is not disputed and there are no claims from a third party regarding ownership of the Property; and
 - You agree to pay Us for any claim for damages or costs brought against Us by the owner or a third party who has a legal interest in, or claims ownership of the Property should You be in breach of this **paragraph 8**.
- v. If You wish to transfer responsibility of this Agreement to a third party, You must advise Us in writing and provide 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.
- 9. Our liability for loss or damage to Your Property**
- a. Our liability commences from the time:
- Your Property is professionally packed (if You engage Us for packing services); or
 - We take Your Property into Our custody for the purposes of carrying out Our removal or storage services.
- b. Our liability ceases:
- When Your Property is collected from storage by You or Your agent, upon delivery to third party storage arranged by You, or when it is delivered to its intended destination by Us.
 - Where Your Property is professionally unpacked by Us, Our liability extends to cover the period of professional unpacking, provided this takes place within seven (7) days of delivery of the Property to its final destination.
- c. Limited Liability**
- Subject to the restrictions set out in this **paragraph 9**, We shall only be liable for identifiable losses, destruction of or damage to Your Property caused by Our negligence while Your Property is in Our custody and control.
 - In the event of Our negligence and subject to all other terms and conditions in this Agreement, Our liability for loss or damage to Your Property will be limited to a sum equivalent to the actual cost of its repair or replacement (whichever is the smaller sum) up to a maximum of £40 per Item (see Definitions).
 - For the avoidance of doubt, We shall have no liability for loss or damage unless directly caused by Our negligence.
 - It is Your responsibility to arrange adequate insurance to adequately cover Your Property whilst in transit and in storage and We recommend that You do so. We do not give any advice as to the suitability or otherwise of any insurance cover arranged by You.
- d. MoveProtect – Enhanced Liability Option**
- i. As an alternative to **paragraph 9.c**, You may opt for MoveProtect. "**MoveProtect**" means an agreement where We accept an enhanced liability for identifiable losses, destruction of or damage to Your Property in return for payment of the MoveProtect Charges and in accordance with the MoveProtect Addendum and this Agreement;
- e. No individual employed or engaged by Us will be separately liable to You for any loss or damage under the terms of this Agreement.
- 10. Exclusions of liability**
- a. You agree that We will not be liable for any loss or damage to any Excluded Item(s) (see **paragraph 6.a**) or loss or damage to other Property caused by Excluded Item(s).
- b. Where the lost or damaged Item is part of a pair or set, Our liability, where it is assessed as the cost of replacement of that Item, 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 or any undamaged part of a pair or set.
- c. We accept no liability for the following:
- Loss or damage to any Property in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by Us;
 - Any reduction in value or depreciation resulting from damage or subsequent repair or restoration;
 - Loss of data records, other than the cost of blank data materials;
 - Electrical, electronic or mechanical derangement, except where this results directly from external physical damage caused by Our negligence;
 - Any Property confiscated, seized, removed or damaged by customs authorities or other government agencies;
 - Loss or damage to Vehicles caused by scratching, bruising, denting, marring, cost of repainting, rust, oxidation and discolouration unless a Vehicle Condition Report is completed prior to the commencement of Our services.
 - Loss or damage to a Vehicle whilst being driven under its own power other than for the purpose of loading onto or unloading from the carrying conveyance or container or in and around Our storage facility (see **paragraph 7**);
 - Loss or damage or theft of accessories, personal effects and removable items in a Vehicle;
 - Any value which is purely sentimental;
 - Any financial loss other than in respect of the Property, or any business loss, including loss of profits, loss of sales or business, loss of anticipated savings, loss of or damage to goodwill, or commercial value in the Property;
 - Damage which results directly from Your Property being moved under Your express instructions against Our advice;
 - Reimbursing You for Our Contract Prices or MoveProtect Charges following loss or damage;.
 - General average contribution, salvage charges, or the additional cost of onward transmission to the place, port or airport of destination unless caused by Our negligence; or

- xiv. 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 (a) You notified Us in writing prior to Us agreeing Our Quotation; and (b) We agreed in writing to accept liability for this risk before entering into the Agreement.
- d. Other than as a result of Our negligence or breach of contract, We will not be liable for any loss, destruction, damage, or deterioration of, or failure to produce Your Property caused by:
 - i. Moth or vermin or similar infestation;
 - ii. Cleaning, repairing or restoring Your Property unless We arranged for the work to be carried out;
 - iii. Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board;
 - iv. Normal wear and tear, natural or gradual deterioration, discolouration and loosening of joints;
 - v. Inherent or latent defects in the Property;
 - vi. Accidental damage occurring during loading or unloading Your Property except where collection or delivery is arranged by Us;
 - vii. Leakage of liquid from any receptacle or container or thing;
 - viii. Mould, mildew or rust or changes in atmospheric conditions unless proven to be caused by water entering the transit vehicle or container or unit;
 - ix. A cyber attack; and
 - x. Circumstances beyond Our reasonable control, including but not limited to, war, invasion, acts of terrorism, activities relating to war, terrorism, acts of foreign enemies, hostilities (whether war is declared or not), rebellion, revolution or military coup, confiscation or destruction under the order of any official body, radioactivity, ionising radiations from any nuclear fuel/waste, biological or chemical weaponry, pressure waves caused by aircraft or any other events outside Our reasonable control.

11. Third Party Storage Providers

- a. If We arrange delivery of Your Property into a third party storage facility, and We have not been contracted to arrange storage, We accept no liability for loss or damage to Your Property for the duration of the period of storage.
- b. Any loss or damage to Your Property which has occurred during transit into a third party storage facility must be reported to Us by You at the time of delivery to the third party storage facility.
- c. Where We subsequently arrange collection of Your Property from a third party storage facility, and We have not been contracted to arrange storage:
 - i. We shall not be liable for any loss or damage to Your Property which has occurred whilst in storage, or as a result of being in storage; however,
 - ii. If You do not agree to a separate Agreement, these Terms and Conditions and the MoveProtect Addendum (where applicable) apply to the additional services provided.
- d. For the avoidance of doubt, storage with third party storage providers is a separate contract between You and the third party storage provider, and does not form part of this Agreement.

12. Storage arranged by Us

- a. If You access Your Property while stored by Us or on Our behalf:
 - i. Any list of Your Property or Inventory prepared when first collecting Your Property is deemed invalid if You add or remove Property from storage. In these circumstances, it is Your responsibility to provide Us with an updated list of Your Property or Inventory and Maximum Replacement Value (if You opt for MoveProtect) as soon as possible but in any event within ten (10) days.
 - ii. Our liability for the remaining period of storage and delivery out of store for any containers You have accessed excludes loss, mysterious disappearance, breaking, scratching, denting, chipping, staining, or tearing unless as a result of Our negligence.
 - iii. You must notify Us of any loss or damage You discover in accordance with **paragraph 19.d**.
- b. **Paragraph 12.a.ii** shall not apply when We are present while You access Your Property AND You provide adequate written or photographic evidence of any Property added to or removed from Your storage container or unit (including Your compliance with the requirements set out under **paragraph 12.a.i**).

13. Inventories produced by Us

- a. Where We produce a list of Your Property or a receipt (“Inventory” or “Inventories”) and send it to You, it will be accepted as accurate, unless You write to Us within ten (10) days of the date of receipt (or a reasonable period agreed between Us) notifying Us of any errors or omissions.

14. Damage to premises or goods other than Your Property

- a. Where damage occurs to the premises or goods other than Your Property during the removal, it is not always clear how the damage was caused or who caused the damage, as third party contractors are often also present at the time of collection or delivery of Your Property. For such reason, We limit Our liability for loss or damage to premises or goods other than Your Property as follows:
 - i. If We cause loss or damage to premises or goods other than Your Property as a result of Our negligence or breach of contract, Our liability shall be limited to making good the damaged area only. However, We are not responsible for the cost of repairing any pre-existing faults to the damaged area;
 - ii. If We cause damage to premises or goods other than Your Property as a result of moving goods or Your Property under Your express instructions and against Our advice, where to move the goods in the manner instructed is likely to cause damage, You agree that We will not be liable for such damage.
- b. If We are responsible for causing damage to Your premises or goods other than Your Property, You must note this on the worksheet or delivery receipt as soon as practically possible or within a reasonable time.

15. Delays in transit

- a. We will not be liable for any delays in transit except where caused by Our negligence or breach of contract.

- b. If We are unable to deliver Your Property through no fault of Our own, We will take them into store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery from store, will be at an additional charge.
- c. 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 practical after 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.

16. For Property destined to outside of the United Kingdom, or received from outside of the United Kingdom

- a. We do not accept liability for loss of or damage to Property occurring in certain overseas countries, including Afghanistan, Albania, Angola, Armenia, Azerbaijan, Belarus, Bougainville, Bosnia-Herzegovina, Burma/Myanmar, Burundi, Cambodia, Chechnya Republic of, Congo (Brazzaville), Congo (Democratic Republic), Cote d'Ivoire, Crimea, Cuba, Eritrea, Former States of USSR, Gambia, Iran, Iraq, Israel, Korea DPR (North), Kyrgyzstan, Lebanon, Liberia, Libya, Moldova, Nigeria, Palestine Territories, Russia, Rwanda, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Tajikistan, Turkmenistan, Ukraine, Vietnam, Yemen, Zimbabwe, unless loss or damage occurs as a result of Our negligence or breach of contract whilst Your Property is in Our physical possession. This list is not exhaustive, and We will advise You at the time of Quotation if this exclusion applies.
- b. We will use Our reasonable endeavours to provide You with up to date information to assist You with the import/export of Your Property. 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.

17. Where any part of Our Services involves a waterborne movement or airfreight

- a. If the carrying vessel/conveyance fails to (i) deliver Your Property, or; (ii) routes Your Property to a place other than the original destination, and this occurs for reasons beyond the carrier's control, You have limited recourse against the carrier.
- b. You may be liable for general average contribution and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination.
- c. The risks described under **paragraphs 17.a and 17.b** are insurable risks and We strongly recommend You arrange adequate insurance cover at Your own expense.

18. Packing Services

- a. Where We have only been contracted to pack Your Property, or packing is the only service We provide, We accept liability for loss or damage:
 - i. arising from Our negligence whilst Your Property is in Our physical possession, or
 - ii. whilst Your Property is in the possession of others if the loss or damage is established to have been caused by Our failure to pack Your Property to a reasonable standard.

19. Where Your Property is lost or damaged

- a. If You have Your own insurance in place to cover loss or damage to Your Property, You must recover Your losses from Your insurers in the first instance.
- b. Notwithstanding **paragraph 19.a**, if You discover loss or damage to Your Property, it is important that You notify Us in writing as soon as possible. The sooner that You notify Us, the sooner We can establish the cause of loss or damage to the Property and properly investigate.
- c. You must notify Us in writing and provide a detailed description of any loss or damage to Your Property in any event within seven (7) days of:
 - i. delivery of Your Property to its destination; or
 - ii. Completion of Our professional unpacking service.
- d. If You access Your Property while stored by Us or on Our behalf, any loss or damage to Your Property You discover which has occurred during transit into store must be confirmed to Us immediately upon discovery, and confirmed in writing as soon as possible thereafter, but no later than seven (7) days after discovery.
- e. If You or Your authorised representative collects Your Property from storage, You must inspect the Property at the time it is handed to You or Your agent and notify Us immediately of any loss or damage and in writing as soon as possible thereafter, but no later than seven (7) days after discovery. We shall not be liable for any loss or damage which is discovered after Your Property is removed from Our custody.
- f. We will not be liable for any loss of or damage to Property unless You notify Us of such loss or damage within the time limits specified above. In exceptional circumstances, We may agree to extend this time limit where You request this in writing, provided such request is received within seven (7) days of delivery or collection. Consent to such a request will not be unreasonably withheld.
- g. We may make such enquiries as necessary to investigate the loss or damage to Property and You agree to co-operate with Us in Our enquiries, and to provide any additional relevant information without delay where We request this. Please retain any damaged Property until We have had a reasonable opportunity to inspect (if necessary) any damage.
- h. On receipt of notice of loss or damage to Your Property, You will be given a claim form to complete and return to Us, for onward submission to Our appointed representatives. The following information will be required:
 - i. Your name and contact details;
 - ii. Estimates for repairs or replacement;
 - iii. As many details as possible about the loss or damage, including photographs of any damage and also any damaged item(s) in their entirety.

i. The settlement of any claim for loss or damage shall be either: replacement, repair, cleaning or compensation at Our option, subject to the liability limit set out in **paragraph 9.c.ii** or MoveProtect, where applicable. We reserve the right to collect any damaged items as salvage where the full current market value of any Property is issued in settlement of Your claim.

j. If You do not receive a response from Us within a reasonable time, You may contact Our claims agent directly at RCS, Swan House, Swan Centre, Leatherhead, Surrey, KT22 8AH, United Kingdom Tel: +44 (0) 1372 385970 Email: info@removalclaims.co.uk.

k. If You knowingly provide Us with misleading or incorrect information relating to a claim for loss or damage to Your Property, or make a claim that is fraudulent, false or exaggerated, We may:

- i. reject the claim;
- ii. where applicable, cancel the MoveProtect Addendum without refund of MoveProtect Charges; and
- iii. recover from You any costs We have incurred in dealing with Your claim.

20. Our Right to Hold Your Property and Sell or Dispose of Your Property

a. If You fail to pay any charges due to Us under this Agreement, We may keep hold of Your Property until You have paid any outstanding and due charges. These include any charges that We may have paid out on Your behalf.

b. Whilst We hold Your Property pursuant to **paragraph 20.a**, these Terms and Conditions will continue to apply. You will pay for any charges, costs and expenses incurred by Us in connection with holding Your Property and obtaining payment from You.

c. If You fail to pay Our charges, We will provide You with written notice requiring You to move Your Property from Our custody and to pay the outstanding and due charges within three (3) months' time. If You fail to comply with the notice within the three (3) month period, We reserve the right to sell or dispose of some or all of Your Property without further notice to You.

d. You will pay for any costs incurred for the sale or disposal of Your Property. The net proceeds of any sale will be credited to Your account, subject to any deductions against other payments due to Us. Any eventual surplus will be paid to You without interest once deductions have been applied. If the proceeds of sale do not cover the amount of the outstanding charges, We may seek to recover the balance from You.

21. Charges and payment

a. Unless otherwise agreed by Us in writing:

- i. You will pay Us Our charges (except for monthly storage charges) in cleared funds at the time of booking the services. We will not provide services if payment is not received.
- ii. You may not withhold any part of the charges payable to Us.
- iii. Where Your Property is being held in storage, You will pay Us a monthly storage charge with the first of such payments to be made on acceptance and thereafter, shall be payable in advance on the 1st day of the month during the period of storage;
- iv. If You do not pay Us when payment is due (either at the time of booking the services or as otherwise agreed by Us in writing), We reserve the right to charge interest on a daily basis calculated at 3% per annum above the prevailing base rate for the time being of the Bank of England.

b. We review Our storage charges periodically. You will be given three (3) months' notice in writing of any increases.

c. If You fail to pay any charges in full, We reserve the right to limit Our liability in accordance with **paragraph 9.c** and offset unpaid charges from any indemnity owed to You. If the indemnity does not exceed the unpaid charges, the balance remains owed by You in accordance with this **paragraph 21**.

22. Termination and Cancellation

a. **Charges if You postpone or cancel:** If You postpone or cancel the services detailed in this Agreement at any time prior to commencement of the services, You agree to pay the charges set out below according to how much notice You give Us:

- i. More than ten (10) Working Days before the services are due to start - no charge.
- ii. Between five (5) to ten (10) Working Days inclusive before the services are due to start - no more than 30% of the Contract Price;
- iii. Less than five (5) Working Days before the services are due to start - no more than 60% of the Contract Price;
- iv. Within 24 hours before the services are due to start; not more than 75% of the Contract Price; and
- v. On the day services are due to start – Contract Price.

vi. Where payment has already been made for the services, We will refund any amount paid by You (subject to any deductions for cancellation or postponement charges as set out in **paragraphs 22.a.i to 22.a.v**).

b. We may terminate this Agreement by giving You three (3) months' notice in writing. Where We terminate this Agreement, We will refund You any charges paid in advance (subject to any deductions for services already received up until termination).

c. If You wish to terminate Your storage services after they have commenced, You must give Us at least ten (10) Working Days' notice in writing. If We can release Your Property from storage 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 of termination takes effect.

d. Cancellation/Postponement Waiver

i. If offered by Us, and paid for in advance of the commencement of the services, We agree to waive the charges in **paragraphs 22.a.i to 22.a.iv**. Our agreement to waive the charges is conditional upon Us receiving written notice of Your intention to cancel or postpone no later than 17:00 hours on the preceding Working Day before services commence. The charges relevant to this paragraph 22.d will entitle You to only one cancellation or postponement of the services.

ii. The new agreed date for Our services to commence shall then be subject to all terms and conditions of this Agreement, including the charges in **paragraphs 22.a.i to 22.a.iv**.

23. How We may use Your personal data

a. In the performance of the services, We will need to collect and use certain personal data about You.

b. For further details on how We process, manage and use Your personal data, please refer to Our privacy policy.

24. Acceptance of Terms and Conditions by Conduct

a. By engaging in any conduct that reasonably indicates acceptance of the terms and conditions of this Agreement, You are deemed to have accepted these terms and conditions in their entirety. Such conduct includes, but is not limited to, providing booking instructions or allowing Our services to commence and paying Our fees or charges.

b. Your conduct, as described above, shall be conclusive evidence of Your acceptance of these terms and conditions, and such acceptance shall be binding and enforceable.

c. If You wish to dispute any terms herein, You must notify Us in writing at least fourteen (14) days prior to the commencement of the services. Failure to provide such notice within the specified timeframe shall constitute irrevocable acceptance of all terms and conditions of this Agreement.

d. Where this Agreement is concluded as set out under **paragraph 24.a**, Our liability shall be as set out under **paragraph 9.c** unless You have opted for MoveProtect (and complied with Your Responsibilities thereunder) in advance of Our services commencing.

25. Our rights to change terms

a. We may update these Terms and Conditions (including any Addendum) from time to time 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 thirty (30) days written notice before any substantive changes take effect.

b. Where such notice is given under **paragraph 25.a**, You also have the option to cancel this Agreement within the 30 day notice period provided services have not started and **paragraph 22.a** (Charges if You postpone or cancel) will not apply.

26. The law and how Your complaints are resolved

a. This Agreement is governed by English or Scottish law and You can bring legal proceedings in the event of any dispute concerning this Agreement in 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 services commencing.

b. If there is a dispute arising from this Agreement which cannot be resolved informally between Us, subject to the Agreement of both parties, either You or We may refer the dispute to an arbitrator appointed by the Chartered Institute of Arbitrators. The cost of any such arbitration will be at the discretion of the arbitrator. This does not prejudice Your right to commence legal proceedings in court.

27. Other important terms

a. We reserve the right to use sub-contractors to carry out the services (in whole or in part). This Agreement will apply to any services carried out by Our sub-contractors.

b. Even if We delay in enforcing this Agreement, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under this Agreement, or if We delay in taking steps against You in respect of Your breaching this Agreement, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

c. If a court or relevant authority finds any part of this Agreement invalid, illegal or unenforceable: the rest will continue in force; each of the paragraphs or part-paragraphs in these Terms and Conditions operates separately; and the remaining paragraphs and part-paragraphs will remain in full force and effect.

d. 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.

28. Cooling-off Period.

a. If We agree the services by means of distance communication (e.g. over the telephone or online) or away from Our premises (e.g. Your house or business address), You have the right to cancel the contract within **14 days** without having to give any reason for doing so (the "cooling-off" period). However, if You request for the services to be carried out during the cooling-off period, You will have no right to cancel where the services have commenced.

b. If You cancel the services during the cooling-off period, and the services have started, You must pay the Contract Price.

c. Exercising Your right to change mind: You can cancel this Agreement during the cooling-off period by making any clear statement to Us that You wish to cancel by writing to Us at using the contact details shown on Our Quotation.

d. Refunds on cancellation: We will make any refund due to You for exercising Your right to cancel during the cooling-off period (subject to any deductions due to Us in accordance with **paragraphs 22.a and 28.b**) within 14 days from the day after You notify Us that You wish to cancel. We will make any refund using the same method of payment You used to pay Us.

29. Late Key Waiver ("LKW")

a. Your quote does not include waiting for keys. The LKW is a fixed fee which covers delays in receiving keys. Access time: 2pm or before (unless agreed otherwise)

b. By taking the LKW, We agree to wait up to 2 hours for unloading to commence (2-4pm) Your removal team will remain on site to unload your belongings until 7pm or until working hours are up according to the Working Time Directive.

c. Charges if You are late in receiving your keys and have not taken the waiver will be charged at £25.00 per hour per man (after 2pm) or will commence after the 2hr wait time is reached if you have taken the waiver (after 4pm). Unloading will not commence after 4.45pm.

MoveProtect Addendum

Please take the time to read the detailed terms in the table below. In particular, We draw Your attention to ‘Exclusions – what MoveProtect does not provide for’ as this includes terms where We limit or exclude Our liability to You in certain circumstances.

Note: “MoveProtect” means an agreement to accept an enhanced liability for loss or damage to Your Property as described in this Addendum. MoveProtect is **not** a contract of insurance. We are **not** an insurance company, nor are We acting as Your agent. We shall not arrange insurance in Your name. We assume the risk of liability ourselves, but We may at Our option arrange insurance ourselves which provides cover for Our liability to You in certain circumstances.

MoveProtect may not be available in certain circumstances, and We reserve the right to decline at Our sole discretion where You have indicated that You wish to opt for MoveProtect.

Detailed terms	
Definitions	<ul style="list-style-type: none"> • “Replacement Value” means the current cost of replacing Your Property, allowing for age, quality, degree of use and second hand market value at the time Your Property is packed or otherwise made ready for removal and/or storage. <ul style="list-style-type: none"> ▪ For any antiques, works of art, and the like, the Replacement Value is the current market value; and ▪ For documents, the Replacement Value shall be calculated as the physical cost of replacing the documents and/or cost of reprinting, re-issue and/or reconstitution, but excluding the value of the information contained in the documents. ▪ We are not liable for the cost of replacing Your Property as new unless You can evidence it was brand new and unused at the time Your Property is packed or otherwise made ready for removal and/or storage. • “Maximum Replacement Value” means the maximum sum total of the Replacement Values for Your Property at all times for the duration of this Agreement including where Our Quotation includes removal and/or storage of Your Property on multiple occasions or where You add or remove Your Property from storage.
MoveProtect - What do I receive?	<ul style="list-style-type: none"> • In return for payment of the MoveProtect Charges, We agree to accept an enhanced liability for loss or damage to Your Property and paragraph 9.c of Our Terms and Conditions will not apply. • Instead, We accept liability for any direct physical loss or damage to Your Property caused by a breach of Our Duty of Care up to a maximum of (i) the Maximum Replacement Value; or (ii) the actual value of Your Property either lost or damaged (whichever is less), taking into account any Proportional Reduction, and subject to certain exclusions (see ‘Exclusions – what MoveProtect does not provide for’). • Our liability to You under MoveProtect for loss or damage to Your Property is to be assessed as a sum equivalent to the cost of (a) repair or cleaning or (b) the Replacement Value (as defined in Our Terms and Conditions), whichever is the smaller sum. • If You submit a claim, additional claims processing administration charges apply. We will deduct a £50 charge from any settlement awarded to You to cover Our administration costs (“Claims Admin Fee”).
Our Duty of Care under MoveProtect	<p>Our duty of care in relation to the Goods shall be that of a reasonably careful person under like circumstances. We shall not be liable for any loss or destruction of or damage or deterioration to the Goods, however caused, while the Goods remain under Our care, custody or control, unless such loss, damage, destruction or deterioration resulted from Our failure to exercise such care in relation to the Goods as a reasonably careful person would exercise under like circumstances, and We will not be liable for damages which could not have been avoided by the exercise of such care.</p>
MoveProtect - Your Responsibility	<p>To opt for MoveProtect, it is Your responsibility to:</p> <ul style="list-style-type: none"> • provide Us with Your Maximum Replacement Value in the appropriate box on the Acceptance of Quotation to indicate You wish to opt for MoveProtect and return a completed and signed Acceptance of Quotation to Us; • For any Vehicles, You must also provide Us with a Replacement Value in the appropriate box on the Vehicle Condition Report (see paragraph 10.c.vi). • You must notify Us in writing of any change to the Maximum Replacement Value prior to Your Property being packed, collected or otherwise made ready for the removal and/or storage. If You do not notify Us otherwise, We will assume that the Maximum Replacement Value last provided to Us in writing is accurate.

<p>Proportional Reduction</p>	<p>If the Maximum Replacement Value You provide is less than the actual total Replacement Value of all of Your Property at the time of loss or damage, then Our liability will be reduced to reflect the proportion that Your Maximum Replacement Value bears to the actual total Replacement Value (“Proportional Reduction”).</p> <p><i>(For example: if the total Replacement Value of Your Property is £10,000, but You have declared a Maximum Replacement Value of £5,000, Our liability will be reduced by 50%. So, if £3,000 worth of Your Property is lost or damaged, Our liability would be £1,500.)</i></p>
<p>Our Maximum Liability</p>	<p>We will have no liability under any circumstances for loss or damage to Your Property over and above the Maximum Replacement Value or the actual value of Your Property either lost or damaged if this is less than the Maximum Replacement Value (taking into account any Proportional Reduction).</p>
<p>CMR Convention</p>	<p>Where the CMR Convention applies and You opt for MoveProtect:</p> <ul style="list-style-type: none"> • Declaration of Value: In accordance with Article 24 of the CMR Convention, You hereby declare the Maximum Replacement Value provided as the specific value for the Goods being transported. This value may exceed the standard liability limits set by the CMR under Article 23.3. • Our Acceptance of Increased Liability: We acknowledge the Maximum Replacement Value of the Goods as specified by You and agree to accept increased liability as per the terms of Article 24 of the CMR Convention. Our liability for loss or damage to the Goods shall be up to the stated Maximum Replacement Value. • Documentation: In compliance with the CMR requirements, Our increased liability and Maximum Replacement Value shall be explicitly stated and documented in the CMR consignment note accompanying the Goods. • Insurance: We shall ensure that Our insurance coverage is adequate to meet Our increased liability. • Limitation of Liability: This Agreement is subject to all other terms and conditions of this contract and the CMR Convention. The increased liability does not cover instances where loss, damage, or delay arises from circumstances beyond Our control, as detailed in the CMR Convention.
<p>General Exclusions and Limitations</p>	<ul style="list-style-type: none"> • We exclude and limit certain types of loss or damage, as set out in paragraph 10 of Our Terms and Conditions. Please read these exclusions and limitations carefully – they apply whether or not You opt for MoveProtect. • There may also be circumstances where Excluded Items (paragraph 6.a) are moved or stored by Us without Our knowledge. Where You submit any Excluded Items for removal and/or storage in breach of this Agreement, You agree that You will bear the risk of any loss or damage to such Excluded Items and any connected consequential losses incurred by You or Us (paragraph 6.b).
<p>Exclusions – what MoveProtect does not provide for</p>	<p>Our liability for loss or damage to the following Property is restricted:</p> <ul style="list-style-type: none"> • We will not be liable for any loss of or damage to china, crockery, glassware and other fragile items (“Fragile Items”) where they have not been both professionally packed and unpacked by Us or Our Subcontractor (“Owner Packed”) unless caused by the collision or overturning of road vehicles or other conveyances. In any event, Our liability for Owner Packed Fragile Items is limited to £100 per Item. • With the exception of Fragile Items, 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 for the entire contents of the Item or the actual value of the damaged Property (taking into account the Property’s age and condition at the time of loss or damage) whichever is less. • For loss of Owner Packed Items, Our liability is limited to a maximum of £100 per Item unless a detailed list of the contents is disclosed to and agreed by Us prior to the commence of Our Services. • For the avoidance of doubt, the liability limitations noted above relate to the entire contents of the Item (as defined in Our Terms and Conditions) or the actual value of the damaged Property (taking into account age and condition at the time of loss or damage) whichever is less.
<p>Why We restrict Our liability</p>	<p>In certain circumstances, We limit or exclude Our liability for loss or damage to Your Property. We do this because it is not always clear how the damage was caused or who caused the damage (e.g. where Property is not securely packed by You and this results in damage). We exclude liability for Fragile Items not packed by Us as We strongly recommend this type of Property is professionally packed to reduce the possibility of damage.</p> <p>We also cannot accept liability for loss or damage which could not have been reasonably avoided. Please be reminded that MoveProtect is not a contract of insurance and You have the option to arrange Your own insurance separately.</p>

Our Agreement	Our standard Terms and Conditions also apply in full to this Agreement, save for, if You opt for MoveProtect, Our agreement to accept an enhanced liability as described above (so, paragraph 9.c does not apply and Our Duty of Care in respect of Your Property is as set out above.)
MoveProtect Charges	Additional charges may apply for MoveProtect where the actual Maximum Replacement Value exceeds £25,000. We may also choose not to accept a higher limit of liability under MoveProtect where the Maximum Replacement Value exceeds £25,000. We will tell You whether We can accept a higher limit of liability under MoveProtect and what additional charges may apply when You provide Us with Your Maximum Replacement Value. Unless and until We agree on any additional charges payable, You will not be able to benefit from MoveProtect.
Failure to pay MoveProtect Charges	If You fail to pay the MoveProtect Charges in full on the due date for payment (paragraph 21), You will not benefit from the higher limit of liability that We offer under MoveProtect and Our liability to You will, instead, be in accordance with paragraph 9.c of Our Terms and Conditions (i.e. loss or damage caused by negligence only up to a maximum of £40 per Item). At Our sole discretion, We may choose to reinstate MoveProtect on payment of any overdue or outstanding MoveProtect Charges, unless any loss or damage to Your Property has already occurred prior to payment of such charges.
Termination /Cancellation	<p>Your rights:</p> <ul style="list-style-type: none"> • You have the right to cancel MoveProtect by giving Us written notice prior to the services commencing and We will refund to You all MoveProtect Charges paid by You. • You may not cancel MoveProtect once services have commenced except where Your Property is being placed into storage for more than one (1) month, in which case, You must give Us notice in writing prior to removal of Your Property from storage. You can provide notice by writing to Us using the contact details shown on Our Quotation. • If Your Property is in storage, and You give Us notice to cancel MoveProtect prior to removal of Your Property from storage, We will refund to You any MoveProtect Charges that You have paid in advance for MoveProtect in respect of the period after cancellation (e.g. from the date that We receive Your notice to cancel). <p>Our rights:</p> <ul style="list-style-type: none"> • We may cancel Your right to benefit from MoveProtect and terminate this Addendum at any time by giving You thirty (30) days' notice in writing. • Where We cancel or terminate this Addendum, We will refund to You all MoveProtect Charges paid by You in advance in respect of the period after cancellation (e.g. from the date We notify You of cancellation). <p>Effect of cancellation or termination:</p> <p>Cancellation or termination of MoveProtect will result in the enhanced liability protection set out under the MoveProtect Addendum being removed for the whole duration of Our services and paragraph 9.c of Our Terms and Conditions will apply.</p>



STORAGE SPECIFIC TERMS AND CONDITIONS OF AGREEMENT

1 WHAT IS THIS DOCUMENT?

1.1 These terms and conditions (the "Terms") form part of an agreement between Us and You ("You", "Your", "Customer").

1.2 These Terms, including the StoreProtect Addendum, are considered by Us to set out the whole agreement between You and Us (the "Agreement"). The Agreement is a legally binding document, so please ensure that you read and understand it.

1.3 Some parts of the Agreement apply to all of Our customers. However, some parts apply only to Consumers or only to Business Users (as defined below).

1.4 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

2 DEFINED TERMS

"Applicable Laws" means all laws, regulations, regulatory policies, guidelines and industry codes which apply to the hire and/or use of the Container(s) under this Agreement;

"Business Users" means a legal entity or person who hires a Container for the purpose of their trade, business or profession;

"Consumers" means an individual who hires a Container for a purpose other than their trade, business or profession;

"Container" means a self-contained storage container made available for You to hire from Us in accordance with this Agreement, and "Container(s)" means one or more Container;

"Data Protection Legislation" means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;

"Force Majeure Event" shall have the meaning given in **Clauses 12.7 and 26.1**;

"Goods" means all items stored by You in the Container(s) hired by You;

"Hire Charge" shall have the meaning given in **Clause 6.1**;

"Normal Perils" shall mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles.

"Order" means Your order for a Container as described in **Clause 3**;

"Order Confirmation" shall have the meaning given in **Clause 3**;

"Terms" means the terms and conditions contained in this document and the StoreProtect Addendum, where applicable; and

"We", "Us", "Our" means Swift Moving and Storage Limited T/A PODS.

3 OUR CONTRACT

The Order is an offer by You to enter into a binding contract which We are free to accept or decline at Our absolute discretion. We may accept Your order by:

(a) issuing a written acceptance of Your order (an "Order Confirmation"); or (b) notifying You that the Container(s) are ready for Your use, whichever is the earlier, at which point a binding contract shall be created between Us.

4 THE CONTAINERS

4.1 Provided that You have paid the Hire Charge and other charges due to Us under the Agreement, We license You (but no other person) to store Goods in the Container(s) for the Hire Period.

4.2 You may choose to store the Container(s) at one of Our facilities or to keep them at a location nominated by You ("Your Premises"). If You wish to store the Container(s) at Our facilities, You agree that We shall be entitled to store the Container(s) at any storage facilities owned or operated by Us, Our affiliates and/or Our franchisees (all being referred to as Our "Facility"). We shall attempt to store the Container(s) at a Facility closest to Your

address, space permitting.

4.3 You have examined the Container(s) and Our Facility or will have the opportunity to do so before You use them, and You acknowledge and agree that, by loading the Container(s) with the Goods, You are confirming that the Container(s) and (if applicable) Our Facility are satisfactory for all the purposes for which You intend to use them.

5 HIRE PERIOD

The Agreement starts on the date stated in the Agreement (the "Start Date") and will continue until terminated as provided herein. The total period of hire is referred to as the "Hire Period". The minimum hire period is 28 days (4 weeks).

6 HIRE CHARGE AND PAYMENT

6.1 You shall pay Us the hire charge (including any applicable VAT) for the first four (4) weeks of storage on or before the Start Date and the charge for each successive four (4) week period shall likewise become due and payable on that specific date (the "Hire Charge"). Please note the payment will not be due on the same date each month. Payments may also be made weekly.

6.2 We may adjust the Hire Charge at any time. We will give You at least 30 days' written notice of any adjustment, and the adjusted Hire Charge will apply with effect from the next 4 week period falling after the end of the 30 days' notice period. The remaining terms and conditions of this Agreement shall continue in full force and effect and shall be unaffected by any such adjustment.

6.3 If You request that Container(s) are moved between Our Facilities or to or from Your Premises, please contact Us to make the arrangements and for details of Our charges which may include a non-refundable deposit for such service.

7 LATE PAYMENT

7.1 Without affecting any other remedies or rights that We may have, if you do not pay Us Your Hire Charges (or any other payment due to Us) on time, We may take the steps set out in **Clause 19** until You have paid any outstanding amounts.

7.2 In addition to Our rights and remedies under **Clause 19**, We shall be entitled to charge of £25 or 10% (whichever is greater) for each two week period thereof after the Hire Charge has remained unpaid.

7.3 If You dispute any amount charged to You under this Agreement, You must notify Us promptly in writing, and pay any non-disputed amounts on time.

The rights set out in **Clause 19** will not apply to amounts that are currently in dispute, as long as there are reasonable grounds for the dispute.

8 ACCESS TO CONTAINER(S) AT OUR FACILITY

8.1 Where the Container(s) are stored at Our Facility, We shall only grant access to the Container(s) to You and persons notified to Us in writing by You, or accompanying You to Our Facility, "Authorised Users".

8.2 You shall have access to the Container(s) during normal business hours, excluding public holidays in the United Kingdom ("Business Hours"), provided You have requested access to the Container(s) in accordance with **Clause 8.3** below.

8.3 You agree to request access to the Container(s) not less than 48 hours in advance by telephoning Us. We may refuse requests for access to Container(s) if You fail to follow this procedure.

8.4 Any requests for access to Container(s) outside Business Hours may be accommodated by Us at our sole discretion.

9 STORAGE OF CONTAINER(S) AT YOUR PREMISES

9.1 Where the Container(s) are stored at Your Premises, You confirm that:

(a) You own Your Premises and/or You are otherwise

TERMS AND CONDITIONS OF AGREEMENT

permitted to store the Container(s) at Your Premises;

- (b) You have the right and authority to permit Our unrestricted entrance to Your Premises in accordance with **Clause 17**;
- (c) You will comply fully with all of Your obligations in **Clause 17** in relation to Your Premises.

9.2 Delivery of the Container(s) shall be completed when We deliver the Container to Your Premises. Delivery may be affected by factors beyond Our control and so cannot be guaranteed. We will let You know if We become aware of an unexpected delay and will arrange a new delivery date with You.

9.3 Liability for customers goods is excluded for loss or damage whilst left at the customers property. StoreProtect as per **Clause 12.3** cannot provided for goods while stored on Your premises.

10 YOUR USE OF THE CONTAINERS

10.1 You confirm that the Goods stored in the Container(s) from time to time are and will be Your own property and You agree that You shall not, under any circumstances, store in the Container(s) any property that is or could be claimed by another or in which another has any right, title or interest. You agree to reimburse Us in full, immediately on Our demand, for any losses, costs and expenses (including reasonable legal expenses) incurred by Us as a result of this confirmation being or becoming untrue.

10.2 You agree:

that You shall not store (and that You shall not permit any third party to store) any of the following in the Container(s):

- (a) any food or perishable goods;
- (b) Hazardous Materials (For the purposes of these Terms, "Hazardous Materials" shall include, but not be limited to, any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under Applicable Laws.);
- (c) combustible or flammable materials or liquids, explosives, or other inherently dangerous material, including but not limited to gas, paint, petrol, oil, cleaning solvents or compressed gases;
- (d) any illegal substances or any personal property which may result in the contravention of any Applicable Laws, regulations or rules including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters;
- (e) chemicals, radioactive materials, biological agents, toxic waste, asbestos or other potentially hazardous substances;
- (f) money, bank notes, securities, accounts, deeds and evidence of debt; letters of credit and notes other than bank notes;
- (g) bullion, gold, goldware, silver, silverware, platinum, coins, precious metals and pewter; stored value cards and smart cards;
- (h) manuscripts, personal records, passports, tickets and stamps; jewellery, watches, furs, precious and semi-precious stones;
- (i) firearms;
- (j) animals, birds and fish;
- (k) any item that emits fumes, or odours;
- (l) any illegal item or substances or goods illegally obtained such as illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe goods (including but not limited to toys, electrical goods, medicines, aerosols, cosmetics, fireworks);
- (m) goods which are environmentally harmful or that are a risk to the property of any person;
- (n) items which are unique in nature and/or where the value to You cannot be assessed on a financial basis (see **Clause 10.2.2**).
- (o) aircraft, hovercraft, motor vehicles, engines and trailers;
- (p) computer software or programs, media or computer data contained on hard disks or drives; or
- (q) any other property not owned by You or for which You are not legally liable.
- (r) any Lithium-ion batteries exceeding a watt-hour (Wh) rating of 160 Wh unless they are built-in and cannot be removed from the otherwise permitted Goods;
- (s) portable battery chargers, power banks or any similar portable

power source;

- (t) more than five (5) E-Scooters, E-Bikes, E-Skateboards or any similar battery-powered vehicles, unless the battery has been removed and is not being stored in the Container;
- (u) more than ten (10) laptops, tablet computers, children's toys or other similar items containing built-in batteries.

10.2.1 When storing any permitted Goods that contain built-in batteries, You must ensure: (a) the Goods are free from visible physical defect or fault; (b) such Goods are not stacked and are stored allowing air circulation. We recommend all batteries are stored with the lowest practical charge.

10.2.2 You also agree that the Container(s) and Our Facility are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to You and records or receipts relating to the stored goods and we shall not be liable for any damage relating to such items.

10.3 You agree to only use the Container(s) for storage and shall not (and shall not allow any third party to):

- (a) perform any work in the Container(s), or use the Container(s) for the conduct of business;
- (b) use the Container(s) for human or animal habitation;
- (c) use the Container(s) in any manner that will constitute waste, nuisance or unreasonable annoyance to other users of Our Facility;
- (d) do anything at Our Facility or involving the Container(s) that may invalidate Our insurance cover (or that of other users of Our Facility);
- (e) make any alterations whatsoever to the Container(s) without, in each instance, Our prior written consent.

10.4 You acknowledge and agree that we shall not be liable to You for any loss or damage to the Goods for any reason, except as set out in **Clause 12**.

10.5 You acknowledge and agree that we have no responsibility for verifying the kind, quantity or value of any Goods stored by you in the Container(s) pursuant to this Agreement.

11 PIN NUMBER –

IF ANY CODES OR PIN NUMBERS ARE SUPPLIED TO YOU TO ACCESS YOUR CONTAINER, THEY SHOULD NOT BE SHARED WITH A THIRD PARTY.

12 RISK AND RESPONSIBILITY:

12.1 Our liability will commence from the time Your Property is placed by You (or Your Agents) into Your storage Container(s) and the Container is locked by You (see **Clause 14.2**) and ceases immediately upon removal of Your Property from Your storage Container(s).

12.2 Restricted Liability

12.2.1 We shall only be liable for Loss or Damage caused by Our negligence up to a maximum of £100 for any one event or series of connected events.

12.2.2 We do not insure the Goods and it is a condition under this **Clause 12.2** that the Goods remain adequately insured at all times for their Maximum Replacement Value while they are in storage. You warrant that such cover is in place, will not lapse and that the Maximum Replacement Value of all Goods in the Container from time to time will not exceed the insured value. We do not give any advice concerning insurance cover given by any policy and You must make Your own judgment as to adequacy of cover. Inspection of any insurance documents provided by You to demonstrate cover does not mean We have approved the cover or confirmed it is sufficient.

12.2.3 For the avoidance of doubt, We shall have no liability for Loss or Damage unless directly caused by Our negligence.

12.3 StoreProtect – Enhanced Liability Option

12.3.1 As an alternative to **Clause 12.2**, you may opt for StoreProtect. "StoreProtect" means an agreement

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between You and Us where We accept an enhanced liability in return for payment of the StoreProtect Charges in accordance with the terms of the StoreProtect Addendum and this Agreement.

12.4 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for physical injury to or the death of any person which is a direct result of negligence or wilful default on the part of Us, Our agents and/or employees.

12.5 The restrictions on liability in this **Clause 12** apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.6 We shall not be considered to be in breach of this Agreement and exclude all liability to You in respect of any and all of the following ("**Excluded Liabilities**"):

12.6.1 Mysterious disappearance and/or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry to Your Container;

12.6.2 Loss or Damage which is discovered after Your Property is removed from Our Facility.

12.6.3 Loss suffered by You as a result of You not being able to access the Facility or the Container, regardless of the cause;

12.6.4 Loss or damage to Your business, if any, including, but not limited to, indirect or consequential loss, lost profits, income or savings, wasted expenditure or business interruption;

12.6.5 Loss or Damage caused by (i) moth, insect and vermin unless from a source external to Your Container; (ii) ordinary leakage, ordinary loss in weight or volume, evaporation or nature of the property stored; (iii) leakage of liquid from any receptacle or container unless from a source external to Your Container; (iv) inherent vice and latent defect; (v) mould, mildew or rust, unless proven to be a result of water ingress from a source external to Your Container; (vi) atmospheric or climatic causes, including, but not limited to, Loss or Damage to Property which is not suitable for storage; (vii) electrical, electronic or mechanical derangement to any electronic items or mechanical Goods, or any Loss of, or Damage to electronic items resulting from a configuration failure of the controlling software and/or microchip, except where this results directly from external physical damage caused by Our negligence;

12.6.6 Any value an item might have acquired simply because it is part of a pair or set, also excluding the value of an undamaged part of a pair or set;

12.6.7 Any value which is purely sentimental;

12.6.8 Reimbursing You for the Storage Costs UNLESS Loss or Damage prevents Us from fulfilling Our services, in which case We shall reimburse You for a proportion of the Storage Costs to reflect the services not carried out as a direct result.

12.6.9 Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by You or Your Agents;

12.6.10 Loss or Damage caused by the act or omission of You or Your Agents including but not limited to any failure to secure the Container after visiting, failure to pack or stack the Goods properly and securely, the manner of storing the Goods within the Container, the conduct of You or Your Agents in the Container or at the Facility, the loading or unloading of Goods into or from the Container.

12.6.11 Loss or Damage to any Excluded Items.

12.6.12 Loss or Damage caused by or as a consequence of Your failure to comply with any condition in this Agreement, and in particular Your obligations contained in **Clauses 10 and 12**.

12.7 We shall not be considered to be in breach of this Agreement nor liable for any delay in performing or failure to perform any of its obligations under this Agreement or any resulting Loss or Damage to Goods if such delay, failure, Loss or Damage results from events, circumstances or causes beyond Our reasonable

control. Such circumstances include (but are not limited to) any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, threat of or actual terrorism or environmental or health emergency or hazard or recommended restrictions, epidemic, pandemic, or entry into any Container including the Container or the Facility by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, We will not be responsible for failing to allow access to the Goods, Container and/or the Facility for so long as the circumstances continue. We will try to minimise any effects arising from such circumstances.

12.8 It will be Your responsibility to compensate Us for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by Us or third parties resulting from or incidental to (a) the use of the Container (including but not limited to the ownership or storage of Goods and/or Excluded Items in the Container, the Goods themselves and/or accessing the Facility) or (b) breach of this Agreement by You or any of Your Agents or (c) enforcement terms of this Agreement.

12.9 You agree to comply with this Agreement and all laws and regulations relevant to the use of the Container. This includes laws relating to any Goods which are stored and the manner in which they are stored. You will be responsible for all Liabilities resulting from such a breach.

If We have reason to believe that You are not complying with all relevant laws and regulations, We may take any action We consider necessary, including, but not limited to, action outlined in **Clauses 16.1 and 18.3**, contacting, cooperating with and/or submitting Goods to relevant authorities, and/or immediately disposing of or removing Goods at Your expense. You agree that We may take such action at any time even though We could have acted earlier.

13 YOUR OBLIGATIONS IN RELATION TO YOUR PREMISES

13.1 If We agree to store the Container(s) at Your Premises, You agree:

(a) that You are solely responsible for obtaining, prior to delivery of the Container(s) to Your Premises, any licences, permissions or consents as required under Applicable Law for the Container(s) to be located at Your Premises (including any permissions required under the Highways Act 1971);

(b) to maintain throughout the Hire Period (and, if applicable, following the Hire Period, for such period as is required by Applicable Laws) the permissions referred to in **Clause 10** above;

(c) that You are solely responsible for ensuring the suitability of, and unobstructed access for Our delivery vehicles over, all approach roads, tracks, or grounds, for the purposes of delivery, placement and collection of Container(s) and to notify Us at the time of placing an Order of any special requirements as to delivery.

13.2 Before placing an Order it is your responsibility to ensure that there is adequate space for storage of the Container(s) at Your Premises.

13.3 You grant Us express permission to place the Container(s) at Your Premises on a paved surface, or any other surface designated by You that is immediately accessible from a public highway or road.

13.4 You shall ensure that the area reserved for placement of the Container has the minimum width, depth and height clearance to sustain the weight and size of the Container(s) ordered, the "Placement Area".

13.5 Promptly upon arrival of the Container(s) you agree to accept delivery and designate a Placement Area.

13.6 Where You request that we deposit or collect Container(s) on or from a site which is, or where delivery otherwise involves, the passage of the vehicle over gratings, drains, asphalt areas, gardens, lawns or other unpaved surfaces or similar areas we shall not be liable to You for any damage incurred by the passage of the vehicle over such surfaces.

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You expressly acknowledge that We do not recommend the passage of the vehicle, or the placement of the Container(s), on such surfaces. Any deliveries or retrievals of the Container(s) that require Us to access the Container(s) by way of such surfaces shall permit Us, at our option, to charge you an additional charge for any costs and expenses associated with such delivery and retrieval.

13.7 You shall not under any circumstances move, attempt to move, or allow any third party to move, Container(s) stored at Your Premises.

13.8 You agree to reimburse Us in full, immediately on Our demand, for any losses, costs and expenses (including reasonable legal expenses) incurred by Us as a result of:

(a) any claim by a third party for loss or damage resulting from the placement of the Container(s) in the Placement Area (other than where caused by the negligent acts or omissions of Us, Our employees or agents); or

(b) any failure by You to comply with the requirements of **Clause 10**.

13.9 You agree to

(a) assume full responsibility and liability for packing Your Goods in the Container(s) and for securing Your property suitably for the moving of the Container(s), over the road transportation to and/or from Our Facility; and

(b) to ensure that the weight of the Goods per Container shall not exceed the following:

(i) 1,362 kg in a 2.13 meter Container;

(ii) 3,405 kg in a 3.65 meter Container; or

(iii) 3,678 kg in a 4.87 meter Container.

14 CONTAINER LOCK

14.1 You are responsible for providing, at Your sole expense, a secure lock for the Container(s) that You judge to be sufficient to secure the Container(s).

14.2 It is Your responsibility to ensure that the Container(s) remain locked at all times when You are not accessing the Container(s). We are not responsible for ensuring that the Container(s) are locked.

15 CANCELLATION

15.1 You may at any time within three (3) calendar days of placing an Order amend or cancel an Order. If You amend or cancel an Order less than three (3) business days before collection or delivery, We reserve the right to charge any charges in full and another costs We reasonably incur in fulfilling the Order, except that where the amendment or cancellation results from Our failure to comply with these Terms You shall have no liability to Us for it.

16 RIGHT TO ENTER, INSPECT AND REPAIR CONTAINER

16.1 You agree to grant Us, Our agents and contractors access to the Container(s) (and to any premises where the Container(s) are located), including, where reasonably necessary by breaking the lock to the Container(s):

(a) at anytime without notice:

(i) if You have failed to comply with any term of this Agreement;

(ii) if We reasonably believe that You are using the Container(s), or are likely to use the Container(s), otherwise than in accordance with this Agreement;

(iii) if We are required to do so by the police, fire services, a local authority, HM Revenue & Customs or by the order of any court or otherwise to comply with any Applicable Laws;

(iv) for any purpose where we believe it is necessary in an emergency (including for repair or alteration) or to prevent injury to persons or damage to Our own property and to carry out Our duty to safeguard Goods belonging to You or other customers;

(v) to exercise Our rights under **Clause 19**.

(b) upon 2 days notice to:

(i) carry out repairs or alterations to the Container(s);

(ii) determine whether it is necessary to carry out repairs or alterations to the Container(s); or

(iii) to take such other action as may be necessary to preserve the Container(s).

(iv) You shall be liable for any expenses reasonably incurred by Us in the repair or restoration of the Container(s) and/or Our Facility due to any loss or damage arising from Your breach of these Terms, or your negligent acts or omissions, in accordance with **Clause 10** (including any expenses incurred by Us in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any Applicable Laws or any agency regulating any Hazardous Materials).

17 TERMINATION

17.1 Either of Us may terminate this Agreement by giving five (5) days written notice to the other party, except that Customer may not terminate this Agreement if any Hire Charges are outstanding or if the Customer is otherwise in breach of any term of this Agreement.

17.2 We may terminate this Agreement immediately by giving written notice to You if You commit a serious breach of this Agreement and (in the case of a breach capable of being remedied) fail to remedy the breach within three (3) days of service by Us of notice requiring You to do so. Any such termination shall take effect on the date set out in the notice. Serious breach includes:

(a) failure by You to pay any instalment of the Hire Charge or any other charges due under this Agreement;

(b) failure by You to comply with any provision of this Agreement, other than the payment of Hire Charge;

(c) abandonment by You of the Container(s).

18 CONDITION OF CONTAINER UPON TERMINATION OR EXPIRY

18.1 On or before the date of termination or expiry of this Agreement, You shall:

(a) remove all Goods, rubbish and any other property stored or used by You from the Container(s) and Our Facility;

(b) leave the Container(s) clean, tidy and unlocked and in the same condition as delivered to You; and

(c) pay to Us in full any Hire Charge and other sums that are outstanding from You to Us (including any interest).

18.2 Following termination or expiry of this Agreement, We shall not be under any duty to store or safeguard any of Your Goods or other personal property and it shall be held solely at Your risk. You agree that any Goods or other personal property left in the Container(s), or Our Facility shall be deemed abandoned by You and You authorise Us to dispose of the property in accordance with **Clauses 19.2– 19.3** below.

18.3 Without limiting Our other rights or remedies, in the event of any failure or delay by You in complying with the provisions set out in **Clause 18.1**, You expressly authorise Us, Our agents and contractors to take all steps necessary to:

(a) access the premises where the Container(s) are located to collect the Container(s);

(b) gain access to, and take possession of, the Container(s), the Goods and any other property stored in the Container(s);

(c) prevent You (and any Authorised Users) from continuing to access and/or use the Container(s) and/or Our Facility,

18.4 You agree to reimburse Us in full, immediately on Our demand, for any losses, costs and expenses (including reasonable legal expenses) incurred by Us in connection with the taking any of the steps referred to in this **Clause 18** by Us, Our agents or contractors, including (without limitation) any costs incurred by Us relating to the cleaning of the Container(s) and the removal of the Goods or other property from the Container(s).

19 LIEN

19.1 Where You fail to pay the Hire Charge or other charges due to Us in accordance with **Clause 6.1** of this Agreement we shall be entitled to refuse access until the outstanding amount is

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paid and on written notice to You (a "Seizure Notice") can be issued which will immediately exercise a lien over the Goods for any such amounts until payment by Us has been received in full and the following conditions shall apply:

(a) upon receipt of the Seizure Notice, You shall immediately pay Us the Hire Charge and any other charges due to Us; and

(b) if You fail to do so within seven (7) days of the date of the Seizure Notice, You authorise Us to access the Goods and the Container(s), by taking the steps specified in **Clause 18.3**.

19.2 If You have not paid the Hire Charge and any other outstanding charges due to Us in accordance with this Agreement within 30 days of the date of the Seizure Notice, or You have failed to collect the Goods after termination or expiry of this Agreement as set out in **Clause 18.1**, We may treat the Goods as abandoned and thereafter destroy or dispose of such Goods, or sell the Goods in accordance with **Clause 19.3** below.

19.3 If We sell the Goods, We shall apply the proceeds of sale first to pay the costs incurred by Us and secondly in paying the Hire Charge and other charges (including interest) due to Us in accordance with this Agreement and then to refund any balance to You.

20 NO REPRESENTATIONS OR WARRANTIES

20.1 You acknowledge, as provided in **Clause 4.3** above, that You have examined the Container(s) and that You have had the opportunity to inspect Our Facility. You must satisfy yourself as to the suitability of the Container(s) for storage of the Goods that You intend to store in them. We do not give any representations or warranties that the Container(s) are suitable for the type of Goods that You intend to store in them. We strongly advise You to check the Container(s) before storing the Goods in the Container(s) and throughout the Hire Period.

20.2 Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

21 NOTICES

We may give notice to You at either the e-mail or postal address You provide to Us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

22 CHANGE OF ADDRESS

If You change Your place of residence or address from that specified in this Agreement, You shall provide Us with written notice of any change within ten (10) days of the change of address, setting out the new address, any alternate address and a telephone number. Where the Container(s) are stored at Your Premises and the change of address relates to Your Premises, this must also be specified within the written notice. Your attention is drawn to **Clause 13.6** and **13.7** in this regard.

Following receipt of the notice from You we shall contact You to arrange relocation of the Container(s) and to notify You of the amount of any additional charges that relate to such relocation.

23 ASSIGNMENT

You may not transfer any of Your rights or obligations under these Terms to another person without Our prior written consent, which we will not withhold unreasonably. We can transfer all or any of Our rights and obligations under these Terms to another organisation, but this will not affect Your rights under these Terms.

24 RULES RELATING TO OUR FACILITY

24.1 There are certain rules and regulations that govern the use of Our Facility from time to time ("Facility Rules"). The Facility

Rules are always clearly displayed at Our Facility, and You should read them and ensure that You understand them, as they are incorporated into this Agreement and are binding on You. You are expected to comply with the Facility Rules (and ensure compliance by any Authorised Users) at all times whilst You and/or the Authorised Users are at Our Facility. We may make amendments to the Facility Rules or introduce additional rules and regulations designed to ensure the safety, care and cleanliness of the Container(s) and Our Facility for Our Customers. Any such amendments and/or additions shall be incorporated into this Agreement when they are posted by Us in a conspicuous place at Our Facility.

25 DATA PROTECTION

Personal data obtained by Us from You shall be held and processed in accordance with Data Protection Legislation and Our Privacy Policy. For a copy of Our Privacy Policy, please contact Us.

26 GENERAL

26.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by events outside Our reasonable control including strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, or impossibility of the use of public or private telecommunications networks ("Force Majeure Event"). Our obligations under these Terms are suspended for the duration of the Force Majeure Event, and We will have an extension of time to perform these obligations for the duration of that period.

26.2 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

26.3 If We fail, at any time while these Terms are in force, to insist that You perform any of Your obligations under these Terms, or if we do not exercise any of Our rights or remedies under these Terms, that will not mean that We have waived such rights or remedies and will not mean that You do not have to comply with those obligations. If We do waive a default by You that will not mean that We will automatically waive any subsequent default by You. No waiver by Us of any of these Terms shall be effective unless We expressly say that it is a waiver, and We tell you so in writing.

26.4 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

26.5 These Terms shall be governed by English law and We both agree to the non-exclusive jurisdiction of the English court.

StoreProtect Addendum

BEST Removals & Storage's Conditions of Agreement restrict liability to negligence only up to a maximum of £100 and require You to arrange insurance cover for the Maximum Replacement Value of Your Property. As an alternative, BEST Removals & Storage can accept an enhanced liability for Loss or Damage which may occur during storage. "**StoreProtect**" means an agreement to accept an enhanced liability for Loss or Damage to Your Property as described in this Addendum. "**StoreProtect Charges**" means the additional charges set out in the Self Storage Agreement for StoreProtect.

Please take the time to read the detailed terms in the table below. In particular, '**Exclusions – what StoreProtect does not provide for**' as this includes terms where BEST Removals & Storage limits or excludes liability to You in certain circumstances.

Note: StoreProtect is **not** a contract of insurance. BEST Removals & Storage are **not** an insurance company, nor are they acting as Your agent. BEST Removals & Storage are under no obligation to arrange an insurance policy in Your name. BEST Removals & Storage assume the risk of liability but may, at its option, arrange insurance which provides cover for its liability to You in certain circumstances.

StoreProtect may not be available in certain circumstances, and BEST Removals & Storage reserves the right to decline at its sole discretion where You have indicated that You wish to opt for StoreProtect.

Detailed terms	
Definitions	<p>For the purposes of this Addendum, the following definitions shall apply:</p> <ul style="list-style-type: none"> • "Property" or "Your Property" or "Goods" means any and/or all goods stored by You in a Container allocated to You; • "Replacement Value" means the current cost of replacing Your Property as new, except for: <ul style="list-style-type: none"> ▪ household linen and clothing, motorcars, motorbikes, boats, caravans, motorhomes and any other motorised vehicle, where the Replacement Value allows for the age, quality, degree of use, existing damage and consequent market value; ▪ any Goods which cannot be purchased new (such as antiques or works of art, for example), where the Replacement Value shall be the current market value; and ▪ documents, where the Replacement Value shall be calculated as the physical cost of replacing the documents and/or cost of reprinting, re-issue and/or reconstitution, but excluding the value of the information contained in the documents. • "Maximum Replacement Value" means the maximum sum total of the Replacement Value for all Property at any time throughout the period of storage. • "Loss" or "Damage" means identifiable losses, destruction of or damage to Your Goods, wilful acts, omissions and default, including theft by forcible entry or damage caused by BEST Removals & Storage, its employees, agents or representatives while the Goods are in the Container.
StoreProtect - What do I receive?	<ul style="list-style-type: none"> ✓ In return for payment of the StoreProtect Charges, BEST Removals & Storage agrees to accept an enhanced liability for Loss or Damage to Your Property and the limit of £100 in the event of negligence shown in the enclosed Conditions of Agreement will not apply. ✓ Instead, BEST Removals & Storage accepts liability for Loss or Damage (as defined) to Your Property following a breach of its Duty of Care up to a maximum of (i) the Maximum Replacement Value; or (ii) the actual value of Your Property either affected by Loss or Damage (whichever is less), taking into account any Proportional Reduction, and subject to certain exclusions (see '<i>Exclusions – what StoreProtect does not provide for</i>'). ✓ BEST Removals & Storage's liability will commence from the time Your Property is placed by You into Your Container(s) and ceases immediately upon removal of Your Property from Your Container(s). ✓ BEST Removals & Storage's liability to You under StoreProtect for Loss or Damage to Your Property is to be assessed as a sum equivalent to the cost of (a) repair or cleaning or (b) the Replacement Value or (c) compensation, whichever is the smaller sum, at BEST Removals & Storage's option. BEST Removals & Storage accept no liability for depreciation following repair. ✓ If You opt for StoreProtect, You are no longer obligated to arrange insurance for Your Property. ✓ If you submit a claim, additional claims processing administration charges apply. We will deduct a £50 charge from any settlement awarded to You to cover Our administration costs ("Claims Admin Fee").
When does StoreProtect start and end?	<ul style="list-style-type: none"> ✓ If You accept StoreProtect, the extended liability will apply only when Your Goods are under Our care, custody, and control. <ul style="list-style-type: none"> ▪ StoreProtect commences from the time We take Your loaded Storage Container into our custody for the purposes of transportation and storage or from the time We take Your Goods into Our custody when We provide packing or loading services; and ▪ StoreProtect ceases when We deliver the Storage Container to You or once Your Goods are returned to Your custody, where We provide unpacking or unloading services. ▪ We also accept liability under StoreProtect for Loss or Damage during transit and storage directly caused by Our failure to adequately handle, pack, or stack Your Goods where We have been contracted to handle, pack and/or stack Your Goods; ✓ StoreProtect does not apply: while Your Goods are loaded in the Storage Container, before we accept the Storage Container into our custody; or while Your Goods are handled by You for packing, loading or unloading.

Our Duty of Care under StoreProtect	<ul style="list-style-type: none"> • We are responsible for maintaining the Facility in a secure condition and will provide Our services with reasonable skill and care. • Our liability in relation to the Goods under StoreProtect shall be that of a reasonably careful person under like circumstances. We shall not be liable for any Loss or Damage to the Goods, however caused, while the Goods remain in the Container or under Our care, custody or control, unless such Loss or Damage resulted from Our failure to exercise such care in relation to the Goods as a reasonably careful person would exercise under like circumstances, and We will not be liable for damages which could not have been avoided by the exercise of such care.
Your Responsibility	<p>To opt for StoreProtect, it is Your responsibility to:</p> <ul style="list-style-type: none"> • provide a Maximum Replacement Value on the Customer Declaration; • Sign the appropriate box on the Customer Declaration to confirm Your wish to opt for StoreProtect; • pay the additional charges set out for StoreProtect ("StoreProtect Charges"); and • ensure that the Maximum Replacement Value is accurate at all times for the duration of this Agreement.
Proportional Reduction	<p>If the Maximum Replacement Value You provide is less than the actual total Replacement Value of all of Your Property stored in your Container at the time of Loss or Damage, then Our liability will be reduced to reflect the proportion that Your Maximum Replacement Value bears to the actual total Replacement Value ("Proportional Reduction").</p> <p><i>(For example: if the total replacement value of Your Property is £10,000, but You have declared a Maximum Replacement Value of £5,000, Our liability will be reduced by 50%. So, if £3,000 worth of Your Property is lost or damaged, Our liability would be £1,500.)</i></p>
Exclusions – what StoreProtect does not provide for	<p><u>Restricted Goods</u></p> <p>Our liability for Loss or Damage to the following Goods is restricted. Goods worth in excess of the amounts stated below should not be stored without express permission from Us in writing:</p> <ul style="list-style-type: none"> × Jewellery, watches, precious stones, precious metals, and stamps of all kinds exceeding £1,000 combined total; × Furs, fine art, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and the like exceeding £15,000 combined total; and × Electronic Items exceeding £25,000 combined total. "Electronic Items" is defined as all items of consumer and commercial electrical appliances and instruments, including but not limited to televisions, computers, laptops, computers, tablets, mobile phones, cameras, hi-fi's, stereos and the like. Heavy electrical items such as switchgear, turbines, generators and the like shall not be deemed to be electronics. <p><u>Excluded Liabilities</u></p> <p>We shall not be considered to be in breach of this Agreement and We exclude all liability to You in respect of any and all of the following ("Excluded Liabilities"):</p> <ul style="list-style-type: none"> × Loss or Damage for of Your Goods where the Container(s) are kept/stored at Your Premises × Loss or Damage caused by the act or omission of You or Your Agents including but not limited to any failure to secure the Container; × Loss or Damage caused by Your failure to pack or stack the Goods properly and securely, the conduct of You or Your Agents in the Container or at the Facility, and the loading or unloading of Goods into or from the Container when this is carried out by You or Your Agent; × Loss or Damage during transit unless as a direct result of impact to or overturning of the conveying vehicle or trailer, fire, flood, or dropping of the Container following a breach of Our Duty of Care; × Breaking, scratching, denting, chipping, staining, tearing and the like as a result of inadequate packing except when We have packed Your Goods and fully or partially loaded Your Container × Mysterious disappearance and/or unexplained shortage of Your Goods except as a result of theft evidenced by forcible entry to Your Container or loss of the entire Container while it is in Our custody; × Loss or damage to Your business, if any, including, but not limited to, indirect or consequential loss, lost profits, income or savings, wasted expenditure or business interruption; × Loss or Damage caused by (i) moth, insect and vermin unless from a source external to Your Container; (ii) ordinary leakage, ordinary loss in weight or volume, evaporation or nature of the property stored; (iii) leakage of liquid from any receptacle or container unless from a source external to Your Container; (iv) inherent vice and latent defect; (v) mould, mildew or rust, unless proven to be a result of water ingress from a source external to Your Container; (vi) atmospheric or climatic causes, including, but not limited to, Loss or Damage to Property which is not suitable for storage; (vii) electrical, electronic or mechanical derangement to any electronic items or mechanical Goods, or any Loss of, or Damage to electronic items resulting from a configuration failure of the controlling software and/or microchip, except where this results directly from external physical damage caused by a breach of Our duty of care; × Any value an item might have acquired simply because it is part of a pair or set, also excluding the value of an undamaged part of a pair or set; × Any value which is purely sentimental; × Loss or Damage caused by or as a consequence of non-compliance with relevant laws and regulations by You or Your Agents; × Loss or Damage caused by the act or omission of You or Your Agents including but not limited to any failure to secure the Container after visiting, failure to pack or stack the Goods properly and securely, the manner of storing the Goods within the Container, the conduct of You or Your Agents in the Container or at the Facility, the loading or unloading of Goods into or from the Container;

General Exclusions and Limitations	<ul style="list-style-type: none"> • We exclude and limit certain types of Loss or Damage, as set out in the Conditions of Agreement. Please read these exclusions and limitations carefully – they apply whether or not You opt for StoreProtect. • There may be circumstances where Goods You are not permitted to store are stored in Your Container(s) without Our knowledge. Where You store Goods in breach of this Agreement, You agree that You will bear the risk of any Loss or Damage to such Goods. • We will not be liable for any Loss or Damage to Your Property unless You notify Us in accordance with the requirements set out in the Liability Claim Notification section of this Addendum.
Maximum Liability	<p>We will have no liability under any circumstances for Loss or Damage to Your Property over and above the Maximum Replacement Value, or the actual value of Your Property either lost or damaged if this is less than the Maximum Replacement Value.</p>
Why FO restricts liability	<p>It is not always clear how Loss or Damage was caused, so We must limit or exclude liability for Loss or Damage to Your Property in certain circumstances. We also cannot accept liability for Loss or Damage which could not have been reasonably avoided. Please be reminded that StoreProtect is not a contract of insurance, and You have the option to arrange Your own insurance separately.</p>
Our Agreement	<p>Our standard Conditions of Agreement also apply in full to this Agreement, save that, if You opt for StoreProtect: (a) We agree to accept an enhanced liability as described above (so, the £100 limit stated in the Conditions of Agreement is replaced by the Maximum Replacement Value (taking into account any Proportional Reduction) and Our Duty of Care in respect of Your Property is as set out above); and (b) the requirement to insure Your Property stated in the Conditions of Agreement becomes an option instead of a requirement.</p>
Failure to pay StoreProtect Charges	<ul style="list-style-type: none"> • If You fail to pay the StoreProtect Charges in full on the due date for payment, You will not benefit from the enhanced liability that We offers under StoreProtect. Our liability to You will, instead, be restricted to negligence once up to a maximum of £100 and You will be required to insure Your Property in accordance with the Conditions of Agreement. • At its sole discretion, We may choose to reinstate StoreProtect on payment of any overdue and/or outstanding StoreProtect Charges, unless any Loss or Damage to Your Property has already occurred prior to payment of such charges.
Termination/ Cancellation	<p><i>Your right to cancel StoreProtect</i></p> <p>You have the right to cancel StoreProtect at any time by giving Us written notice prior to removal of Your Property from storage. You can provide notice by emailing Us at info@bestremovalsandstorage.co.uk or by writing to Swift Moving and Storage t/a BEST Removals & Storage, Unit 4, Suthers Street, Oldham, OL9 7TH.</p> <ul style="list-style-type: none"> • If You cancel StoreProtect prior to the storage services commencing, We will refund to You all StoreProtect Charges paid by You. • If You cancel StoreProtect after the storage services have started, We will refund to You any StoreProtect Charges that You have paid in advance in respect of the period after cancellation (e.g., from the date that We receives Your notice to cancel). <p><i>Our right to cancel StoreProtect</i></p> <ul style="list-style-type: none"> • Your right to benefit from StoreProtect will terminate automatically if You do not make all payments when due under the Conditions of Agreement. • We may cancel Your right to benefit from StoreProtect and terminate this Addendum at any time by giving You thirty (30) days' notice in writing. • Where We cancel or terminate StoreProtect, We will refund to You all StoreProtect Charges paid by You in advance in respect of the period after cancellation (e.g., from the cancellation date We notify to You). <p><i>General</i></p> <ul style="list-style-type: none"> • Our liability to You after the StoreProtect cancellation date will be restricted to negligence only up to a maximum of £100 and You will be required to insure Your Property in accordance with the Conditions of Agreement. • If You decide to terminate the storage agreement after the cancellation date for StoreProtect, You will need to give Us the full amount of notice in accordance with the Conditions of Agreement.



TERMS AND CONDITIONS OF AGREEMENT

Liability Claim Notification

Where Your Property is Lost or Damaged - Notification Condition

1. If You have Your own insurance in place to cover Loss or Damage to Your Property, You must recover Your losses from Your insurers in the first instance.
2. Notwithstanding Condition 1, if You discover Loss or Damage to Your Property:
 - i. You must notify Us in person as soon as reasonably practical upon discovery.
 - ii. **You must also send notification of any Loss or Damage via email to info@bestremovalsandstorage.co.uk within seven (7) days of: delivery of the Storage Container to You; or completion of Our professional unloading or unpacking services.** Your notification must include at least: (a) a written description of which Goods are affected and the nature of the Loss or Damage; and (b) if We have not provided unloading services, photographs of any affected Goods before removal from Your Storage Container, or, if this is not practical, photographs clearly showing affected Goods in the vicinity of Your Storage Container.
 - iii. If You access Your Goods while stored by Us or on Our behalf:
 - a. any Loss or Damage to Your Goods You discover must be confirmed to Us immediately upon discovery, where possible, and confirmed in writing as soon as possible thereafter, but no later than seven (7) days after discovery, or as soon as reasonably possible thereafter.
 - b. We shall not be liable for any Loss or Damage notified after Your Goods are removed from the Facility unless You have complied with Condition 3. a) and received express written permission from Us to remove damaged Goods from the Facility.
3. In any event: You must provide as many details as is practical of any Loss or Damage to Us in writing or via email to info@bestremovalsandstorage.co.uk within seven (7) days of discovery. In exceptional circumstances, We may agree to extend this time limit where You request this in writing, provided such request is received within seven (7) days of discovery of any Loss or Damage. The sooner that You notify Us of any Loss or Damage to Your Property, the sooner We can establish the cause and properly investigate. We will provide You with a claim form, and You must make every effort to return Your completed form within a reasonable time. We will not be liable for any Loss or Damage to Your Property unless You notify Us in compliance with the requirements set out under Condition 2.
4. Once You have notified Us of Loss or Damage, if You do not receive a response from Us within a reasonable time, You may contact Our claims agent directly at RCS, Swan House, Swan Centre, Leatherhead, Surrey, KT22 8AH, United Kingdom Tel: +44 (0) 1372 385970 Email: info@removalclaims.co.uk.
5. **Additional Conditions:** (a) You must make every reasonable effort to prevent further Damage to Your Property. If any Goods are wet or damp, You must move them away from any undamaged Property and away from the water source. You must inform Us if You believe You may require additional storage space to comply with this requirement. (b) For Your own safety, do not touch any Goods damaged by vermin of any kind or affected by mould; (c) You must retain and not dispose of any Damaged Property until We have had a reasonable opportunity to inspect (if necessary) any damage; and (d) We may make such enquiries as necessary to investigate the Loss or Damage to Property and You agree to co-operate with Us in Our enquiries, and to provide any additional relevant information without delay where We request this.
6. **If You opt for StoreProtect, You must also comply with the Additional Claim Requirements set out below.**
7. If You provide Us with misleading or incorrect information relating to a claim for Loss or Damage to Your Property, or make a claim that is fraudulent, false or exaggerated, We may: reject the claim; where applicable, cancel or void the StoreProtect Addendum without refund of StoreProtect Charges; and recover from you any costs We have incurred in dealing with your claim.

StoreProtect - Additional Claim Requirements

For Us to fully assess Your claim, the following additional information may be required:

8. Estimates for cleaning, repairs or replacement;
9. As many details as possible about the affected Goods, including photographs of any areas of damage and also any damaged Goods in their entirety;
10. Photographs showing all of Your Property in Your storage Container, including those which are undamaged (i.e., the entire Container before the removal of any Goods).
11. For any damaged electrical items, You must also photograph any manufacturer labels showing the make/model of the item.
12. Where You believe that Your Property has been stolen, You must take photographs of the door, walls or padlock to evidence forced access to Your Container. You must also notify the Police immediately and obtain a Crime Reference Number.
13. Where You believe that Your Property has been damaged by an ingress of water, You must photograph the alleged source of the ingress.
14. Where Your Property can be professionally repaired, You are required to provide estimates before the work is carried out.
15. For any Goods lost/stolen or damaged beyond repair, You must provide proof of ownership (including receipts), where possible, details of any make/model and evidence to show replacement value.
16. We may request for damaged Goods to be cleaned, where possible, including dry cleaning or home laundry before any claim settlement will be considered. Reasonable cleaning costs may be considered as part of the claim settlement.