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Service Terms and Conditions

These Terms & Conditions are designed to ensure there is no confusion about what our service includes and excludes. If you are unclear about any element, please contact us for clarification.

Where we use the words 'You' or 'Your' it means the customer. 'We', 'Us' or 'Our' means Maskell Removals and Storage.

1. Customer's Responsibilities

It will be your responsibility to:

- a) Ensure that there is a space available for the vehicle(s) at all addresses. All necessary parking permissions must be obtained prior to the move date - it is the customer's responsibility to pay for any parking or suspension charges, or any parking fines incurred by us in carrying out the work.
- b) If you have elected to pack yourself then all packing to be completed by the time of commencement of move. If this has not happened and it adds unforeseen time and/or work to the move then extra charges will apply pro rata to price quoted.
- c) Ensure that your belongings are properly packed. We do not accept responsibility for damage or breakage caused by poor packing. Delicate or fragile items must be adequately packed or protected by the customer- we only carry blankets for general protection while in transit. Insurance rights may be invalidated if the items are not fit for transit
- d) Ensure that all items (where required) are dismantled prior to our arrival, unless we have quoted for, and you have booked for us to dismantle and/or re-assemble your furniture. If we need to dismantle items that we were not made aware of, have not quoted for, or that you were to dismantle and haven't, additional charges will apply for us to do so.
- e) Ensure that all items will fit out of the old property and into the new property. Although we will always assist where possible, it is not our responsibility and we cannot be responsible for any doors that need to be removed or new entrances to the property.
- f) Be present or represented throughout the collection and delivery of the removal.
- g) Obtain at your own expense, all documents, permits, permissions, licenses and customs documents necessary for the removal to be completed.
- h) To advise us of the general parking conditions for loading and unloading vehicles at your current and new property. For example, yellow lines, one way systems, weak drain / manhole covers, overhanging trees, narrow roads etc. We cannot be responsible for any delays caused or damage incurred.
- i) Take all reasonable steps to ensure that nothing is left behind or taken away in error.
- j) Empty, defrost and clean refrigerators and freezers. We are not responsible for the contents.
- k) Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.
- l) Ensure that all domestic and garden appliances, including but not limited to washing machines, dishwashers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them.
- m) Arrange adequate insurance cover for your removal if you require additional insurance.
- n) Arrange appropriate transport, storage or disposal of goods listed in clause 4.

2. Quotation

- a) Our quotation is not a guarantee that we have availability to accept your booking on the date you require. There is no agreement to conduct your move on any agreed date until we have confirmed availability, a deposit has been paid and we have confirmed your booking in writing. Your booking is then subject to Postponement & Cancellation as section 15.
- b) If you request a quote over the phone or online: you must ensure that you provide an accurate list of items that require moving at the time of requesting a quote otherwise additional charges will apply. A few extra boxes would not normally cause an issue, however if you have under-estimated your items by more than this or have been misleading about the amount of items you have, then additional charges will apply.
If we have carried out a home survey you must ensure all areas of your home and all items to be moved are shown to the surveyor and that your inventory has not changed come your removal day, without notifying us.
- c) You must inform us of what floor the properties are on at the time of requesting a quote. If we need to go to a higher floor than declared or if the lift is not working but it was at the time of quoting, this will result in extra time required and extra charges may apply.
- d) You must inform us of any awkward access at the time of requesting a quote. This can include no vehicle access, no parking in close proximity to the property, long corridors, cramped stairways, court yards etc
- e) If a one man service is requested, on the basis of there being assistance available, then appropriate assistance must be provided to load and unload all items. If appropriate assistance is not available or if we need to send in additional manpower, additional charges will apply.

3. Work not included in the quotation

Unless agreed with us in writing, we are not responsible for the following:

- a) Disconnecting, re-connecting, dismantling or re-assembling appliances, fixtures, fittings, furniture or equipment.
- b) Dismantle or re-assembly of furniture unless quoted for.
- c) Taking up or laying fitted floor coverings or taking down blinds, curtains, lights or TV brackets.
- d) Moving items from a loft, unless properly lit, floored, safe access is provided, and we have agreed to do so.
- e) Dismantling or re-assembling garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, planters and satellite dishes.
- f) Moving any item(s) which our team reasonably believe they cannot move safely or the removal of which may damage the item(s) in question or its or their surroundings.
- g) If you have requested and paid for a dismantling and/or reassembling service it is on the express understanding that as we are dealing with previously erected goods, whilst all care will be taken, we will not be liable for any damage howsoever caused.
- h) We shall not be liable for damage to flat pack units that we are asked to move in their completed state.

4. Excluded Property

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

- a) Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind.
- b) Items which have potential to damage, explode or be dangerous including gas bottles, petrol cans, aerosols, paints, firearms and ammunition.
- c) Items which in our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests
- d) Prohibited or stolen goods.
- e) Drugs.

- f) Goods which may be likely to encourage vermin, pests or cause infestation.
- g) Any pets or animals (including reptiles, fish and birds) whether in cage, tank or animal carrier.
- h) Goods which require government permission or licence for export or import.
- i) Perishable items and/or those requiring a controlled environment.

Any of the above-listed goods will not be removed by us and will be your responsibility to transport. If you submit such goods without our knowledge we will not be liable for any loss or damage and you will indemnify us against any charges, expenses, damages or penalties claimed against us.

5. Ownership of goods

By entering into this agreement, you guarantee that:

- a) The goods to be removed and/or stored are your own property, or
- b) The person(s) who own or have an interest in them have given you authority to make this contract and have been made aware of these conditions.
- c) You will provide us with a full indemnity and pay us in respect of any claim for damages and/or costs brought against us if the statement in e (1) or (2) is not true.

6. Key waiting time

Our quotes do not include us waiting for keys should there be a delay in receiving them on the day. Our removal team will wait outside your property for up to 1 hour, at no charge, however after 1 hour, there will be key waiting charges of £15 per crew member, per hour, up until the time we gain access. If key exchange does not happen and we cannot gain access to your new property at all on your removal day, we will arrange storage for your goods at your cost. We will then reorganise your re-delivery at the same cost to you of the original booked move. Re-delivery dates are subject to availability. If we are booked up and cannot re-deliver the next day, or your next preferred day, we will offer an alternative day that we have available.

7. Locations

- a) If your collection and/or delivery address is different to that stated at the time of booking, then extra charges may be incurred.
- b) If you require additional collections and/or deliveries which were not stated and quoted for at the time of booking then extra charges may be incurred.

8. Delays

- a) We do our best to arrive promptly at the agreed time, however on occasion due to unforeseen circumstances, we may be delayed, i.e. road closures, traffic, weather, over-run of a previous job. We will always call to inform you of any delay and to re-arrange if need be.
- b) We do not accept responsibility for any losses due to unforeseen delays out of our control.

9. Payment

- a) A 30% deposit is required in order to secure your booking, unless otherwise agreed in writing. We cannot hold / provisionally book / pencil in a date until payment is received. The remaining 70% is due on day of completion before unloading commences.

10. Non-payment / Right to Hold the Goods (lien)

If our charges are not paid, we reserve the right to withhold and/or ultimately dispose of some or all of the goods until payment has been made in full. You will be responsible for any administration, storage and/or legal costs whilst the goods are being held.

If any charges remain outstanding for more than 30 days, we may give you 30 days written notice requiring you to remove all of your goods from our care and pay all outstanding sums. If we have served you notice and you still do not comply, we may sell or dispose of all or part of your goods and any proceeds of sale will be put towards the balance owed to us.

11. Our liability for loss or damage

- a) We will only accept liability for loss or damage
 - (i) arising from our negligence whilst the goods are in our physical possession, or
 - (ii) whilst the goods are in the possession of others if the loss or damage is established to have been caused by our failure to pack the goods to a reasonable standard where we have been contracted to pack the goods that are subject to the claim.
- b) Any damage must be reported and verified immediately, where possible, or within 7 days of the delivery by us.
- c) We are not responsible for damage caused to the contents of boxes not packed by us, unless damage is caused as a result of our negligence rather than by inadequate packing.
- d) We do not know the Value of Your Goods therefore We limit Our liability to a fixed limit per item. The amount of liability We accept under this agreement is reflected in Our charges for the work.
- f) Unless otherwise agreed in writing if we are negligent or in breach of contract We will pay you up to £40.00 for each item which is lost or damaged as a direct result of any negligence or breach of contract on Our part.
- g) In respect of payment being made in the unlikely event of a damaged item, then this payment is subject to the said item becoming the property of Maskell Removals and Storage and / or Our insurers.
- h) Your goods are not insured unless We are specifically requested to insure Your goods at Your own request.
- h) We will not be liable towards any person suffering injury or death whilst assisting with loading, removal or unloading of goods from Our vehicle

12. Damage to premises or property other than goods

- a) If we cause loss or damage to premises or property other than goods for removal as a result of our negligence, our liability shall be limited to making good the damaged area only.
- b) If we cause damage as a result of moving goods under your express instruction, against our advice, and where moving the goods in the manner instructed is likely to cause damage, we shall not be liable.

13. Exclusions of Liability

- a) We shall not be liable for loss or damage caused by fire or explosion, unless we have been negligent.
- b) We shall not be liable for delays or failures to provide the services under this Agreement as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.
- c) Other than as a result of our negligence we will not be liable for any loss, damage or failure to produce the goods as a result of:
 - (i) Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.
 - (ii) For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed by us.
 - (iii) For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
 - (iv) For any goods which have a pre-existing defect or are inherently defective.
 - (v) For perishable items and/or those requiring a controlled environment.

14. Cancellations

If you cancel your booking once we have confirmed and reserved the day for you, we reserve the right to keep your deposit as a cancellation fee.

15. Postponements

If you postpone (change the date of) your booking once we have confirmed and reserved the day for you, we reserve the right to charge you a reasonable postponement fee according to how much notice is given as set out below:

- More than 5 working days prior to the date of your booking - no charge
- Between 2 and 5 working days prior to the date of your booking - 10% charge

- Less than 2 working days before the date of your booking - 50% charge.

For this purpose working days are Monday to Friday excluding public holidays. Postponement charges are still applicable even if you re-book with us as crew and vehicles have already been booked out to you for your original date. If your date gets postponed, we cannot guarantee we will have availability on your new moving date - you should check our availability first.

16. Staff Abuse

- a) Verbal or threatening behaviour will not be tolerated. If our staff are forced to leave a job because of abuse from the customer verbal or otherwise the customer will still be liable to pay in full.
- b) Staff provided may be male or female, however we always ensure the appropriate persons are supplied to carry out your job so far as to the details provided by you.

17. Storage

- a) Your forwarding / registered address: You must provide us with a correspondence address, and where possible an email address also, to which all communications are to be directed, and you should notify us of any changes in writing. All communications to you will be treated as having been received by you on the day sent (if by email) or 3 days after posting (if sent by post). If we are unable to contact you at the address provided, you will be responsible for any costs involved in establishing your whereabouts.
- b) Revision of storage charges: Storage charges are subject to revision and you will be notified of any increase in writing 30 days before the increase comes into effect.
- c) Termination: As long as payments are up to date and not in arrears, we will not end your storage contract except by giving you 3 months' notice in writing.
- d) If you wish to make your own arrangements to collect the goods from storage, our liability will cease upon handing the goods over.

18. Furniture Assembly

- a) The customer must ensure that all parts, fittings, and the instructions are present and correct prior to arrival.
- b) The customer must ensure that the item once assembled fits into the required room/area.
- c) If the item(s) differs to that described/provided at the time of quoting, additional time may be required to assemble and therefore additional costs may be incurred.
- e) If being charged an hourly rate, this starts when we arrive and stops once the job is complete.
- i) If there are any changes that were not mentioned at the time of quoting, additional costs may be incurred.
- j) We cannot be responsible to any intentional damage done to work after we have left the property.
- k) If we cause damage as a result of moving goods under your express instruction, against our advice, and where moving the goods in the manner instructed is likely to cause damage, we shall not be liable.
- l) Parking must be available at the property, and parking fines or meter charges incurred as a result of a parking space not being available must be met by the customer.

19. Additional T&Cs Regarding Covid19.

The following are not stand alone T&Cs but are in addition to the ones already in place covering moves by this company.

- a) These will cover moves that take place during and after the Covid19 pandemic, and will remain in place until the government announces that there is zero risk of catching and/or passing it on.
- b) The ongoing health of our workers and customers is of paramount importance. If we have to cancel due to Covid19 symptoms to our crew then our standard T&Cs will prevail.
- c) We must be informed if anyone in either the outgoing property or the incoming property is showing symptoms of Covid19. If this is the case then the move will be cancelled and standard cancellation fees will apply.
- d) Whilst we will be taking all precautions, we request that on move day, prior to our arrival, all handles, rails and any other surfaces are suitably sanitised. Please include toilet door handles and flush levers.
- e) Prior to our arrival please turn any heating off and open windows unless adverse weather dictates otherwise.
- f) Upon our arrival you must vacate the property. You can verbally instruct the foreman of any instructions from a safe distance.
- g) Please ensure the safe distance from our crew is maintained at all times throughout the move.
- h) The crew will arrive with appropriate PPE and will take all safety measures that they deem necessary.
- i) On arrival at the new property we will require a floor plan with designated places for main items of furniture.
- J) The same distancing procedures to be followed as were implemented at loading at the previous property.
- l) These extra terms have been introduced at this time for the safety of yourselves, your family and our crew and families.