

Removals & Services Terms & Conditions

Terms of the contract between KT TRANSPORT & REMOVALS Ltd. the Removal Contractor (“the Contractor”) and you (“the Customer”) explaining rights, obligations and responsibilities of both parties.

1. Interpretation

“We” or “Us” is a reference to the Contractor. “You” is a reference to the Customer. “Goods” means the goods being removed and/or packed/unpacked and “Services” means the relevant services we are providing to you pursuant to these Terms and Conditions, such as domestic removal services, office removals, packing services or storage services as the case may be. These Terms and Conditions can be varied or amended subject to prior written agreement. In **clauses 5, 7, 8, 9 and 10** We limit or exclude Our liability for loss and damage. We recommend You arrange insurance to cover Your Goods and premises.

2. Quotation/Estimate

2.1.1 Our quotation / estimate, unless otherwise stated, does not include, waiting time (if any), customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies.

2.1.2 Our quotation / estimate is valid for 28 days/or as per quotation form (please see) from the date of issue and is subject to availability of time and resources.

2.1.3 All quotations are provided as an estimate unless specified in advance in writing as a fixed price service. We will use Our reasonable endeavours to complete the Services in the estimated time, but any additional chargeable hours/only if specified will be included in the final invoice.

2.1.4 There is a 2 hour minimum charge on all Our Services. After the minimum period, Our rates are charged in time blocks of 15 minute periods each.

2.1.5 You must advise Us as soon as possible if You wish Us to include any additional Goods as part of the Services we are providing. Once advised, We will advise You of any estimated price increase to the quotation / estimate. The additional Goods will not be included in the work until We have agreed the price increase with You.

2.1.6 These Terms and Conditions are subject to any written terms to the contrary stated in the quotation / estimate and for the avoidance of doubt in the event of any conflict, the terms of Our quotation / estimate shall take precedence over these Terms and Conditions.

2.2 Unless already included in Our quotation / estimate, reasonable additional charges will apply in the following circumstances:

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

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

2.2.3 We supply any additional Services, including moving or storing extra Goods (these conditions apply to such work).

2.2.4 The entrance or exit to the premises, stairs, lifts or doorways are inadequate for free movement of the Goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers/vans to load and/or unload within 20 metres of the doorway.

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

2.2.6 There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the Services.

2.2.7 We agree in writing to increase Our limit of liability set out in **clause 7.1** prior to the work commencing.

2.2.8 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00 – 18.00 hours) at Your request (or by reason of necessity in view of any agreed timescales or schedules agreed).

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

3. Work not included in our quotations/estimates

3.1 Unless previously agreed in writing we will not:

3.1.1 Dismantle or assemble unit-furniture (flat-pack), fittings or fitments (save as provided for in clause 3.2.1)

3.1.2 Disconnect or reconnect appliances, fixtures, fittings or equipment (save as provided for in clause 3.2.2).

3.1.3 Take up or lay fitted floor coverings.

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

3.1.5 Move items from a loft, unless properly lit and properly floored and safe access is provided.

3.1.6 Move any items excluded in **clause 5**.

3.1.7 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.

3.1.8 Undertake any work Our removal staff is not authorised or qualified to carry out, which may cause damage or injury, or move any item or items which Our removal staff reasonably believe they cannot move safely or the removal of which may damage the item or items in question or its or their surroundings. We recommend that a properly qualified and appropriately insured third party person is separately contracted by You to carry out any such tasks. For the avoidance of any doubt, where any of Our staff elects to carry out any such tasks at Your request, they do so without Our consent and without Our authority and thereby in doing so are acting outside the terms of their employment and are doing so at their own risk and We will not be insured for any such tasks. Accordingly, in these circumstances, We cannot be held liable to You for any property damage or injury or other losses sustained as a consequence.

3.1.9 Open or reseal paints, oils, lubricants or other materials deemed by Us to be unsafe for transport or storage or otherwise hazardous in any way.

3.1.10 Move storage heaters (unless dismantled) or loaded freezers or refrigerators.

3.2 In certain circumstances, We may agree to carry out the following steps on the understanding and strict condition that We shall not be held liable for any damages or losses caused as a result:-

3.2.1 We may (this must be agreed prior in writing) dis-assemble and re-assemble IKEA (and similar brands) flat pack furniture. We will not however dis-assemble and re-assemble custom, specialist, delicate, rare or expensive pieces of furniture, We strongly recommend that you contact the manufacturer, relevant retailer or other suitable furniture expert for guidance in relation to dis-assembly and re-assembly of such items before taking any such steps Yourself or arrange for appropriate specialist independent contractors to carry out such tasks ; and

3.2.2 We may disconnect and reconnect dishwashers, washing machines, dryers and other electrical appliances, except fittings and fixtures. **We take no responsibility** if any such appliances do not function correctly on reconnection.

4. Your responsibility

4.1 Declare to us, in writing, the value of the Goods being removed / stored in a form of a signed valued inventory list before the removals take place (provide in pdf form via email or printed copy). The value to be used is the current value (not a new for old value).

4.2 If You do not provide Us with a Valued Inventory of the Goods to be removed or stored, Our liability will be limited to a maximum of **£50.00 per item** in accordance with clause 7.1 (Limited Liability). In these circumstances it is Your responsibility to arrange adequate insurance cover for the Goods against all insurable risks, including accidental loss or damage, fire, lightning, explosion, or any other insurable risk.

If You wish Us to accept liability up to the full declared value of Your Goods (less reasonable depreciation), You must provide a Valued Inventory and purchase our Enhanced Liability option. Enhanced Liability is not insurance but an increased liability limit agreed between Us for an additional fee.

If You choose not to provide a Valued Inventory and do not purchase Enhanced Liability, You acknowledge that the maximum liability of **£50.00 per item** shall apply, together with the other limitations of liability set out in these Terms and Conditions, and You agree that such limitations are reasonable and enforceable. In such cases, You should not submit Goods of high value or requiring special protection as part of the Services.

4.3 Obtain at Your expense all documents necessary for the Services to be completed.

4.4 Ensure authorised signature on agreed inventories, receipts, waybills or other relevant documents on collection or delivery of Goods.

4.5 Be present or represented throughout the course of the Services, including the collection and delivery of the removal and 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.

4.6 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal. We will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

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

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

4.9 Provide Us with a correct and up to date contact address and telephone number during removal, transit and/or storage of Goods.

4.10 Arrange appropriate transport, storage or disposal of Goods listed in **clause 5**.

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

4.12 We will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

5. Excluded Property – Goods not to be submitted for removals

Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for removal and will under no circumstances be moved by Us. The items listed under **5.1** below may present risks to health and safety and of fire. Items listed under **5.2 to 5.8** below carry other risks and You should make Your own arrangements for their transport.

5.1 Potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.

5.2 Jewellery, furs, wines, spirits, watches, tobacco, cigars, cigarettes, trinkets, precious stones or metals, cash and the like, bullion, deeds, securities, mobile telephones, portable media and computing devices, stamps, coins, or goods or collections of any similar kind, prepaid phone cards and similar, bonds, fine art.

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

5.4 Perishable items and/or those requiring a controlled environment.

5.5 Any animals, birds, fish, reptiles or plants.

5.6 Goods which require special licence or government permission for export or import.

5.7 Under no circumstances will Prohibited or stolen goods, drugs or pornographic material be moved by Us.

5.8 Any other goods or items specifically excluded from cover from time to time by our Goods in Transit insurance policy.

5.9 Inspection of goods and disposal of certain goods

5.9.1 We reserve the right to open or inspect Goods to ensure compliance with **clause 5** above or in the interests of health, safety or security.

5.9.2 If upon opening or inspecting the Goods We on reasonable grounds believe that the Customer is in breach of **clause 5.1 to 5.8** above or that the Goods pose a threat to health, safety or security We shall be entitled (without prejudice to any other rights it may have) to dispose of the Goods forthwith without compensation to You.

6. Ownership of the goods

By entering into these Terms and Conditions, You guarantee that:

6.1 The Goods to be removed are Your own property free of any legal charge; or

6.2 You have the full authority of the owner or anyone having a legal interest in them to enter into these Terms and Conditions and You have made the owner fully aware of these them prior to entering into this Agreement and that they have agreed to them.

6.3 If at any time following the implementation of these Terms and Conditions through to its termination another person has or obtains an interest in the Goods You will advise Us of their name and address in writing immediately.

6.4 You will provide a full indemnity and pay Us in respect of any claim for damages and/or costs brought against Us if either statement made in **6.1** or **6.2** is untrue.

6.5 These Terms and Conditions are personal to You and you must not sub-contract, assign, charge or otherwise encumber or transfer the benefit or burden of these Terms and Conditions to any third party without our prior written consent.

7. Our liability for loss or damage

Limited liability

7.1 If We do not know the value of Your Goods, Our liability is limited. Unless otherwise agreed in writing prior to the Services commencing, Our maximum liability for loss or damage caused by Our negligence or breach of contract is **£50 per item**. This standard liability applies only where the Customer has not provided a signed valued inventory prior to the move and has not purchased Enhanced Liability cover. The Customer acknowledges that this limitation has been explained and accepted prior to booking.

7.1a Enhanced Liability Enhanced Liability is an optional contractual extension of Our liability and is not insurance. Enhanced Liability is available only where the Customer provides a signed valued inventory declaring the total current value of the Goods prior to the Services commencing. Where accepted by Us in writing, Our liability may be increased up to the total declared value of the Goods, subject always to these Terms and Conditions and the limits of Our Goods-in-Transit policy. A charge of 5% of the total declared value, plus VAT at 20%, will apply for Enhanced Liability. Any settlement will be based on current market value, allowing for age, wear, and tear, and does not provide "new for old" replacement.

7.2 We maintain Goods-in-Transit insurance for the protection of the Contractor only. The Customer has no direct or enforceable rights under this policy and any claim can only be made by Us.

7.3 Customer Responsibility for Cover. The Customer confirms that prior to booking they have been offered the following options:

- acceptance of Standard Liability (£50 per item);
- purchase of Enhanced Liability for an additional charge; or
- arranging their own independent insurance.

Where the Customer declines Enhanced Liability and does not arrange their own insurance, they accept the limits of liability set out in these Terms and Conditions.

7.4. Any liability arising under clause 7.1 (Standard Liability) or 7.1a (Enhanced Liability) shall be subject to all applicable exclusions, limitations, and conditions set out elsewhere in these Terms and Conditions, including but not limited to clauses 4, 5, 8, 9, and 10.

8. Damage to premises or property other than Goods

8.1 Because the customer themselves, third party contractors or others are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage. Therefore, Our liability is limited as follows:

8.1.1 If We cause loss or damage to premises or property other than Goods for removal as a result of Our negligence or breach of contract, Our liability shall be limited to making good the damaged area only to a maximum limit of £75 per damaged area unless additional quoted evidence is supplied to Us in writing (for the repair costs of the damaged area only) and We agree in our absolute discretion in writing to contribute towards the cost of any such repair works prior to the same being undertaken.

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

8.1.3 As a strict condition of these Terms and Conditions, if We are responsible for causing damage to Your premises or to property other than Goods submitted for removal, You must note this on the worksheet or delivery receipt as soon as practicable after the damage occurs (and in no circumstances later than the end of the day in which the work was carried out). In the event You do not so notify Us in accordance with this clause, We shall not be held liable for any such damage.

9. Additional exclusions of liability

9.1 We shall not be liable for loss or damage caused by fire or explosion, unless we have been negligent. It is Your responsibility to insure Your goods against such perils.

9.2 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, pandemic or other such events outside of Our reasonable control.

9.3 Other than as a result of Our negligence or breach of contract **We will not be liable for any loss, damage or failure to produce the goods as a result of:**

9.3.1 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 for example sofa clips, feet, bed slats and connecting plastics.

9.3.2 Moth or vermin or similar infestation.

9.3.3 Cleaning, repairing or restoring unless We arranged for the work to be carried out.

9.3.4 Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water. OR

9.3.5 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by Us.

9.3.6 For electrical or mechanical derangement to any appliance, instruments, clock, computer or other equipment unless there is evidence of related external damage.

9.3.7 For any goods which have a pre-existing defect or are inherently defective.

9.3.8 For perishable items (including food and drink whether frozen, chilled or otherwise) and/or those requiring a controlled environment.

9.3.9 Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.

9.3.10 Breakage of owner packed property unless the box or container shows signs of external damage (and We have acted negligently in relation to such damage).

9.3.11 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a similar kind, unless You have previously given Us full information including value, and we have confirmed in advance in writing the level of cover in relation those specific items and / or how We suggest they should be dealt with (as the case may be) Any such cover will be strictly subject to our terms of insurance and any relevant exclusions or limitations in our policy.

9.3.12 Loss of or damage to china, glassware and fragile items, unless they have been both professionally packed and unpacked by Us or our subcontractor.

9.3.13 Bonds, manuscripts and documents or electronically held data records, mobile telephones, laptops, desktop computers, tablets, computer network technology and such like.

9.3.14 Plants; and

9.3.15 As to any broken glass coverings on pictures, our liability shall be capped at £25 per picture.

9.3.16 For items referred to in **clause 5**.

9.4 No employee of Ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of these Terms and Conditions.

9.5 Our liability will cease upon handing over the Goods to You or Your authorised representative.

9.6 We will not be liable for any loss or damage caused by Us or Our employees or agents or sub-contractors in circumstances where:

(a) there is no breach of this Agreement by Us or by any of Our employees or agents or sub-contractors, or any negligence on Our part or their part; and / or

(b) such loss or damage is not a reasonably foreseeable result of any such breach.

10. Time limits for claims

10.1 If You or Your authorised representative collect the Goods, We must be notified in writing of any loss or damage at the time the Goods are handed to You or Your representative or as soon as practicable thereafter, and in no circumstances later than **7 days** after collection of the Goods.

10.2 For goods which We deliver, You must give Us detailed notice in writing of any loss and damage as soon as reasonable practicable following delivery and in any event **within 7 days** of delivery by Us. In exceptional circumstances, we may agree to extend this time limit upon receipt of Your written request provided such request is received within 7 days of delivery.

10.3 In the event You do not so notify Us in accordance with this clause 10, We shall not be held liable for any such claims and our liability is excluded in that regard to the fullest extent permitted by law.

10.4 For the avoidance of any doubt, it is Your responsibility to check your Goods for any loss or damage which may have occurred during transit.

11. Our rights to withhold or dispose of goods

We have a legal right to withhold or ultimately dispose of some or all of the Goods until You have paid all our charges and other payments due under these Terms and Conditions. These include any charges that We have paid out on your behalf. While We hold the Goods and wait for payment You will be liable to pay all storage charges and other costs incurred as a result of Our withholding your Goods and these Terms and Conditions will continue to apply.

12. Disputes

12.1 If there is a dispute arising from these Terms and Conditions which cannot be resolved either You or We may refer the matter to the Ombudsman subject always to the rules of the Scheme from time to time.

12.2 In the event of any dispute being raised, this does not alter the timescales for payment of our Invoices, which shall remain payable in full. You shall not have any rights of set-off in the event of a dispute.

13. Sub-contracting

13.1 We reserve the right to sub-contract some or all of the Services for which we have provided a quotation without reference to You.

13.2 If we sub-contract these Terms and Conditions will still apply in full.

14. Route and method

14.1 We have the right to choose the method and route by which to carry out the Services.

14.2 Unless it has been specifically agreed otherwise in writing in Our quotation/estimate, other space/volume/capacity on Our vehicles may be utilised for consignments.

15. Inventory

Where You produce a valued list of goods (valued inventory) and send it to Us, it will be accepted as accurate unless you write to Us 48 hours' prior to the agreed removal date.

16. Whole agreement

These Terms and Conditions together with our quotation/estimate are intended to form the whole agreement between us and to prevail over any verbal discussions or any prior agreements. Should we mutually agree to any variation of these terms such variation should be confirmed in writing. Any variation however agreed shall not invalidate the remainder of these Terms and Conditions.

17. Applicable Law

This contract is subject to the laws of England and Wales and any disputes arising pursuant to it (or any document referred to within it) or in respect of its formation shall be subject to the exclusive jurisdiction of the courts of England and Wales.

18. Payment Terms

18.1 Unless otherwise agreed by Us in advance in writing (either via the quotation / estimate or otherwise):

18.1.1 Payment is required in full by cleared funds on the day (when the job is accomplished by us) of the removal services or storage period (as applicable). You may not withhold payment of any part of the agreed price.

18.1.2 In the event that additional services are required outside the remit of the original quotation / estimate, the services take longer than estimated, or any other factor of the type listed in clauses 2 or 3 arises leading to an increase in charges, then in the event that such matters are known before the services are carried out then payment in full for

all such matters is required at the same time as payment of the agreed price in clause 18.1.1 above. Whereby such matters are not known prior to the services being commenced then such additional amounts are payable on immediate conclusion of the services.

18.2 In respect of all sums which are overdue to Us, We will charge interest on a daily basis at 4% per annum above the prevailing base rate for the time being of the Bank of England.

18.3 Payment can be made in cash, by credit/debit card or via bank transfer. In some cases, We may require you to pay a deposit payment in advance at or following the time of booking. Where such a deposit in advance is paid, it will be deducted from the final invoice.

18.4 Any payment queries must be directed to Business owner on or before the day the services are carried out. Our removal staff do not have the authorisation to amend quotations or discuss sums due.

18.5 All prices are subject to VAT at 20%, which will be added to the final invoice.

18.6 For the avoidance of any doubt, we reserve the right to state alternative payment terms in our quotation / estimate, and where we do so, those alternative terms shall apply. For example, in certain circumstances we may require payment in full 7 days before the Services are carried out, or in other circumstances we may raise a draft Invoice in advance of a purchase order being received and final invoice being raised. Where any such circumstances apply, this will be stated in our quotation / estimate.

19. Cancellations

19.1 You have the right to cancel the removals until 2 working days' prior to the agreed date without paying any fee, except for van hire if applicable.

19.2 If You cancel the job within 48 hours of the agreed date, We have the right to charge £80 as an administration fee.

19.3 If You cancel the job within 24 hours of the originally agreed date, We have the right to charge £130 as an administration fee.

19.4 The amounts and timescales stated in this clause 19 are strictly subject to anything contrary specified as regards cancellation in the quotation / estimate where we deem it appropriate.