HAYNES & SONS REMOVALS LTD

TERMS AND CONDITIONS OF BUSINESS

Haynes & Sons Removals Ltd – Established 2016

These Terms and Conditions explain the rights, obligations and responsibilities of all parties to this agreement.

Throughout these Terms and Conditions, the words **"You"** or **"Your"** refer to the customer. The words **"We"**, **"Us"** or **"Our"** refer to Haynes & Sons Removals Ltd.

These Terms and Conditions apply to our removal, storage, packing and associated services. They may only be varied or amended by prior written agreement.

Certain clauses limit or exclude our liability for loss or damage. We recommend that you arrange adequate insurance to cover your goods and premises.

1. Our Quotation

1.1 Unless otherwise stated, our quotation does not include cancellation or postponement waivers, customs duties, port charges (including demurrage and inspections), or other taxes and charges payable to government bodies or agencies.

1.1.1 VAT Registration

Haynes & Sons Removals Ltd will be VAT registered with effect from 1 December 2026.

VAT will be charged at the prevailing rate, currently 20%, on all services subject to VAT supplied on or after the effective date of registration.

VAT will be shown as a separate item on customer invoices, identifying the removal or storage charge, the VAT amount and the total payable.

1.2 Our quotation is valid for 28 days from the date of issue. Unless already included in our quotation, reasonable additional charges may apply in the following circumstances:

1.2.1 If the work does not commence within 28 days of acceptance of our quotation.

1.2.2 Where redelivery from storage has been included in our quotation but does not take place within six months from the date of the quotation.

1.2.3 Where our costs increase due to currency fluctuations or changes in taxation, freight, fuel, ferry or toll charges beyond our control.

1.2.4 Where work is carried out on a Saturday, Sunday, public holiday or outside our normal working hours of 08:00–17:00 at your request.

1.2.5 Where we are required to collect or deliver goods above the ground floor and first upper floor.

1.2.6 Where you or your representatives request collection or access to goods whilst in storage. Container movement fees are £40 plus VAT, where applicable. Opening and assistance fees are charged at a minimum of £60 per hour plus VAT, where applicable.

1.2.7 Where we supply additional services, including moving or storing additional goods. These Terms and Conditions will also apply to such work.

1.2.8 Where entrances, exits, stairs, lifts or doorways are inadequate for the safe movement of goods without mechanical equipment or structural alteration, or where the approach, road or driveway is unsuitable for our vehicles or containers to load or unload within 20 metres of the doorway.

1.2.9 Where we incur parking or other fees or charges, including fines arising from your failure to arrange an agreed parking suspension. You will not be responsible for parking fines caused by our own negligence.

1.2.10 Where delays or events outside our reasonable control increase the resources or time required to complete the agreed work.

1.2.11 Where we agree in writing to increase our limit of liability under Clause 9.1 before the work commences.

1.3 You agree to pay any reasonable additional charges arising from the circumstances listed above.

2. Work Not Included in the Quotation

2.1 Unless agreed by us in writing, our quotation does not include the following:

2.1.1 Unpacking boxes. If requested and agreed, we will unpack items onto hard surfaces only and will not place items into cupboards, wardrobes or shelving. Additional charges will apply.

2.1.2 Disconnecting, reconnecting, dismantling or reassembling appliances, fixtures, fittings or equipment.

2.1.3 Taking up or laying fitted floor coverings.

2.1.4 Removing items from lofts unless agreed at the time of survey. Loft spaces must be properly lit, floored and have a suitable fitted ladder. Unless otherwise agreed, customers must remove items from the loft before the removal date.

2.1.5 Moving or storing items excluded under Clause 4.

2.1.6 Dismantling or assembling garden furniture and equipment, including sheds, greenhouses, garden shelters, outdoor play equipment and satellite dishes, or moving paving slabs, planters and similar items.

2.1.7 Dismantling or reassembling furniture of any kind, except standard single and double beds. Cabin beds, bunk beds and wardrobes are excluded unless agreed in writing before the move.

2.2 Our staff are not authorised or qualified to carry out certain specialist building, electrical, plumbing or reconnection work. We recommend that you employ a suitably qualified person to undertake such work.

3. Your Responsibilities

3.1 It is your responsibility to:

3.1.1 Arrange adequate insurance cover for your goods during removal, transit and/or storage, taking into account the liability limits set out in Clause 9.

3.1.2 Obtain, at your own expense, all documents, permits, permissions, licences and customs documentation necessary for the removal to be completed.

3.1.3 Pay any parking or parking suspension charges incurred by us in carrying out the work, except where such charges arise from our own negligence.

3.1.4 Be present or arrange for an authorised representative to be present throughout collection and delivery.

3.1.5 Sign any inventories, receipts, waybills, job sheets or other relevant documents supplied by us as confirmation of collection or delivery.

3.1.6 Take reasonable steps to ensure that nothing intended for removal is left behind and nothing is taken away in error.

3.1.7 Arrange appropriate protection for goods left in unoccupied or unattended premises, or where other people, including tenants or workmen, are present.

3.1.8 Prepare and stabilise all appliances and electronic equipment before removal.

3.1.9 Empty, properly defrost and clean refrigerators and freezers. We are not responsible for their contents. You must pack and move their contents unless otherwise agreed beforehand.

3.1.10 Ensure that domestic and garden appliances, including washing machines, dishwashers, hosepipes and petrol lawnmowers, are clean, dry and free from residual fluids.

3.1.11 Provide us with a correct and up-to-date contact address and telephone number throughout removal, transit and/or storage.

3.1.12 Arrange appropriate transport, storage or disposal of goods listed in Clause 4.

3.2 Except where caused by our negligence or breach of contract, we will not be liable for losses, damage, costs or additional charges arising from your failure to fulfil these responsibilities.

4. Goods Not to Be Submitted for Removal or Storage

4.1 Unless previously agreed in writing by a director or authorised company representative, the following items must not be submitted for removal or storage.

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

4.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, mobile telephones, portable media and computing devices, stamps, coins or similar valuable collections.

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

4.1.4 Goods that are hazardous to health, dirty, unhygienic or likely to attract vermin or pests. We will notify you in writing as soon as reasonably practicable if we identify such goods and explain whether we are prepared to accept them and under what conditions. We reserve the right to refuse such goods.

4.1.5 Perishable items and goods requiring a controlled environment.

4.1.6 Animals, birds, fish, reptiles or plants.

4.1.7 Goods requiring special licences or government permission for export or import.

4.1.8 Prohibited or stolen goods, illegal drugs or pornographic material will not be moved or stored by us.

4.2 If you submit prohibited goods without our knowledge, we may make them available for your collection. If they are not collected within a reasonable period, we may seek the appropriate legal authority to dispose of them. You agree to pay reasonable charges, expenses, damages and legal costs incurred in dealing with such goods.

5. Ownership of the Goods

5.1 By entering into this agreement, you confirm that:

5.1.1 The goods to be removed and/or stored are your own property, free from any legal charge; or

5.1.2 You have full authority from the owner or anyone having a legal interest in the goods to enter into this agreement, and you have made them aware of these Terms and Conditions and obtained their agreement.

5.1.3 If another person obtains an interest in the goods during this agreement, you will notify us of their name and address in writing immediately.

5.1.4 You agree to indemnify us against claims and reasonable costs arising where the statements made under Clauses 5.1.1 or 5.1.2 are untrue.

5.1.5 If you wish to transfer responsibility for this agreement to another person, you must notify us in writing with their full name and address. A new agreement must be issued and signed by the new customer before our agreement with you ends.

6. Cancellations, Postponements and Delays

6.1 If you postpone or cancel this agreement, we reserve the right to charge a reasonable postponement or cancellation fee according to the amount of notice given, as follows.

Working days refer to Monday to Friday and exclude weekends and public holidays.

6.1.1 More than 10 working days before the removal is due to start: no charge.

6.1.2 Between 5 and 10 working days inclusive before the removal is due to start: up to 25% of the removal charge. For local removals within 30 miles of our postcode, the cancellation charge will be zero during this period.

6.1.3 Less than 5 working days before the removal is due to start: up to 60% of the removal charge.

6.1.4 Within 24 hours of the removal taking place: up to 75% of the removal charge.

6.1.5 On the day work starts, or at any time after work has commenced: up to 100% of our charges.

6.2 Cancellation/Postponement Waiver

Where offered and paid for in advance of the commencement of services, we agree to waive the charges under Clauses 6.1.2 and 6.1.3.

6.2.1 Our agreement to waive these charges is conditional upon receiving written notice of your intention to cancel or postpone no later than 17:00 on the preceding working day. The cancellation/postponement waiver charge is £150 and entitles you to one cancellation or postponement only.

6.3 Delays and Late Keys

Where unloading has not commenced by **16:00** due to circumstances outside our control, including delayed key completion, cleaners or building work delays, we reserve the right to remove your goods to our storage facility and charge the appropriate storage and redelivery costs.

Redelivery will take place on another agreed date, subject to our availability. Additional charges may apply.

Once our team have left the property at or after 16:00 to return to the depot and place your goods into storage, they are not obliged to return on the same day unless agreed in writing by a company manager or director.

Our removal team are not authorised to agree to wait beyond 16:00 without management approval.

7. Payment Terms

7.1 Unless otherwise agreed by us in writing, payment must be made in full by cleared funds before completion of the removal or storage service.

7.2 Overdue payments may attract interest calculated daily at 4% per annum above the prevailing Bank of England base rate, subject to applicable law.

7.3 Where a cancellation, postponement or key-delay waiver is offered and accepted, the fee must be paid in full on the day the booking is confirmed. If payment is not received, we will assume the waiver is no longer required.

7.4 Storage payments are charged in advance from the date your goods enter storage until the last day of that month. Subsequent charges are calculated on a pro-rata basis from the first day of the following month.

8. VAT Registration and Charges

8.1 Haynes & Sons Removals Ltd reserves the right to register for VAT in accordance with applicable UK VAT legislation.

8.2 Once our VAT registration becomes effective, VAT will be charged at the applicable rate on taxable goods and services supplied by the Company, including household removals, storage, packing services and associated services.

8.3 Where applicable and legally permitted, VAT will be added to the agreed charges at the prevailing rate. The standard VAT rate is currently 20%.

8.4 For existing storage customers, VAT will be added to their agreed storage charges from the effective date of our VAT registration, subject to the terms of their existing agreements and applicable law. Customers will be notified in advance of any change.

8.5 All VAT invoices issued after the effective date of our VAT registration will clearly show the applicable VAT amount and total payable.

8.6 We reserve the right to amend our invoicing arrangements to reflect changes in VAT legislation or applicable VAT rates.

9. Our Liability for Loss or Damage

9.1 We do not know the value of your goods and therefore, unless otherwise agreed in writing, our liability is limited up to £40 per item.

If you wish us to increase this limit, you must agree to pay an additional charge as stated in Clause 1.2.11 before work commences.

9.2 Where we are negligent or in breach of contract, we may pay you up to £40 for each item lost or damaged as a direct result of our negligence or breach, subject to applicable law.

9.3 Pre-existing Damage

Any item that is cracked, chipped, scratched, loose, unstable, weakened, previously repaired or otherwise damaged before our services commence will be assessed with its existing condition taken into account.

We will not be responsible for the original damage or for deterioration caused by the item's pre-existing condition, age, weakness or inherent defect.

Nothing in this clause excludes liability where additional damage is caused by our negligence or breach of contract, or where liability cannot legally be excluded.

9.4 International Removals

For goods destined for or received from a place outside the United Kingdom:

9.4.1 We will only accept liability for loss or damage arising from our negligence or breach of contract whilst goods are in our physical possession, or where damage in the possession of others is established to have resulted from our failure to pack goods to a reasonable standard when we were contracted to pack them.

9.4.2 Where we engage an international transport operator, shipping company or airline, we do so on your behalf and subject to that carrier's terms and conditions.

9.4.3 Where a carrying vessel or conveyance fails to deliver goods, or routes them elsewhere for reasons beyond the carrier's control, you may have limited recourse against the carrier. You may also be liable for general average contributions, salvage charges or onward transportation costs. You should arrange appropriate marine and transit insurance.

9.4.4 We accept no liability for goods confiscated, seized, removed or damaged by customs authorities or government agencies unless this results directly from our negligence or breach of contract.

9.5 For the purposes of this agreement, an item means:

9.5.1 The entire contents of a box, parcel, package, carton or similar container; and

9.5.2 Any other object or thing moved, handled or stored by us.

10. Damage to Premises or Property Other Than Goods

10.1 Because third-party contractors or other people may be present during collection or delivery, it may not always be possible to establish who was responsible for loss or damage.

10.2 If we cause damage to premises or property other than goods submitted for removal as a result of our negligence or breach of contract, our liability will be limited to making good the damaged area, subject to applicable law.

10.3 If we move goods under your express instruction against our advice, and where the method you instruct us to use is likely to cause damage, we will not be responsible for damage resulting from following that instruction, to the extent permitted by law.

10.4 Any damage to premises or property caused by us must be recorded on the job sheet or delivery receipt as soon as reasonably practicable after the damage occurs or is discovered. This does not remove any statutory rights you may have.

11. Exclusions of Liability

11.1 We will not be liable for loss or damage caused by water, fire or explosion unless caused by our negligence or breach of contract.

11.2 We will not be liable for delays or failure to provide services resulting from events outside our reasonable control, including war, invasion, hostilities, civil unrest, terrorism, rebellion, military coup, acts of God, adverse weather, third-party industrial action, rescheduled sailings, port congestion or similar events.

11.3 Except where caused by our negligence or breach of contract, we will not be liable for loss or damage arising from:

11.3.1 Normal wear and tear, natural or gradual deterioration, leakage or evaporation, or perishable or unstable goods. This includes goods left inside furniture or appliances.

11.3.2 Moths, vermin or similar infestation.

11.3.3 Cleaning, repairing or restoring goods unless we arranged for such work to be carried out.

11.3.4 Atmospheric conditions, including dampness, mould, mildew, rusting, tarnishing, corrosion or gradual deterioration, unless directly linked to water ingress caused by our negligence or breach of contract.

11.3.5 Goods inside wardrobes, drawers, appliances or packages, bundles, cartons, cases or other containers not both packed and unpacked by us. You are responsible for suitable packaging and securing the contents appropriately.

11.3.6 Electrical or mechanical failure of appliances, instruments, clocks, computers or other equipment unless there is evidence of related external damage caused by us.

11.3.7 Goods with pre-existing defects or that are inherently defective.

11.3.8 Perishable items or goods requiring a controlled environment.

11.3.9 Loss of structural integrity of furniture constructed from particle board resulting from crumbling or deterioration of the board, particularly wardrobes.

11.3.10 Items referred to in Clause 4.

11.4 No employee of ours shall be separately liable to you for loss, damage, misdelivery, errors or omissions arising under this agreement. This does not affect any legal rights or liabilities that cannot be excluded.

11.5 Where goods are handed out from storage, our responsibility for their custody ends when they are handed over to you or your authorised representative, subject to any liability arising before handover.

11.6 We will not be liable where there is no breach of this agreement by us or our employees or agents, or where the loss or damage is not a reasonably foreseeable result of any breach, subject to applicable law.

12. Time Limits for Claims

12.1 Where you or your authorised representative collect goods, any loss or damage should be reported to us in writing at the time the goods are handed over or as soon as reasonably practicable.

12.2 For goods delivered by us, you should provide detailed written notice of any loss or damage within 10 days of delivery.

We may agree to extend this period upon receipt of your written request, provided the request is received within seven days of delivery. Such consent will not be unreasonably withheld.

Nothing in this clause removes any statutory rights or legal time limits.

13. Delays in Transit

13.1 Except where caused by our negligence or breach of contract, we will not be liable for delays in transit.

13.2 If we are unable to deliver your goods through no fault of our own, we may place them into storage. Any additional services required, including storage and redelivery, will be charged to you.

13.3 Transit times quoted by us are estimates based on information available at the time. Times may change due to factors outside our control, including changes to sailing or departure dates, transport routes and port congestion.

We will advise you of material changes as soon as reasonably practicable.

14. Our Right to Hold the Goods (Lien)

14.1 A lien is the legal right to retain goods until outstanding charges have been paid.

14.2 Where legally entitled to do so, we reserve the right to withhold goods if you fail to pay outstanding charges or other sums due under this or another agreement with us.

14.3 While goods are being held, you remain responsible for applicable storage charges and reasonable costs incurred in recovering outstanding payments and exercising our rights.

14.4 Any sale or disposal of goods will be subject to applicable legal requirements and Clause 22 of these Terms and Conditions.

15. Our Right to Subcontract the Work

15.1 We reserve the right to subcontract some or all of the work.

15.2 Where work is subcontracted, these Terms and Conditions will continue to apply, subject to applicable law.

16. Route and Method

16.1 We reserve the right to choose the method and route used to carry out the work and the location used for storage.

16.2 Unless specifically agreed otherwise in writing in our quotation, other customers' goods may share available space or capacity on our vehicles and/or within containers.

17. International Removals and Applicable Law

17.1 We will use reasonable endeavours to provide up-to-date information to assist with the import or export of your goods.

17.2 Information relating to national or regional laws and regulations is provided in good faith based on circumstances known to us at the time. It is your responsibility to obtain appropriate advice and verify the accuracy of information provided.

17.3 Any dispute between us will be governed by the applicable law of England and Wales, and will be subject to the jurisdiction of the courts of England and Wales, unless another jurisdiction applies by law.

18. Your Forwarding Address

18.1 If you instruct us to store your goods, you must provide a correct and up-to-date address and telephone number and notify us in writing of any changes.

18.2 We will send correspondence and notices to the last address recorded by us, using an appropriate method of delivery.

18.3 If you fail to provide an address or respond to correspondence, we may take reasonable and lawful steps to establish your whereabouts. You may be responsible for reasonable costs incurred where permitted by law.

19. List of Goods (Inventory) or Receipt

19.1 Where we produce an inventory or receipt of your goods and send it to you, you should notify us in writing of any errors or omissions within 10 days of receiving it.

19.2 If no notification is received within this period, the inventory or receipt may be relied upon as an accurate record, subject to any evidence to the contrary and your statutory rights.

20. Materials Purchased by You or an Agent

20.1 Any packing materials purchased through our online shop or supplied by us for sale are your responsibility to dispose of.

20.2 We do not refund unused materials ordered by you or your representative, except where a refund is required by law or our agreed returns policy.

20.3 You are responsible for checking that materials delivered are correct. Any discrepancies should be reported to a member of staff as soon as possible.

21. Revision of Storage Charges

21.1 We review our storage charges periodically.

21.2 Where we intend to increase our standard storage charges, we will provide at least 30 days' written notice.

21.3 VAT changes will be dealt with separately under Clause 8 and will apply from the effective date of our VAT registration or any subsequent applicable VAT rate change, subject to the agreed storage contract and applicable law.

22. Our Right to Sell or Dispose of Goods

22.1 If payment of charges relating to your goods falls into arrears, we may give you three months' written notice requiring you to remove your goods from our custody and pay all outstanding amounts.

22.2 If you fail to pay outstanding amounts or remove your goods following the notice, we reserve the right to take appropriate legal steps to recover the outstanding sums and, where legally authorised, sell or dispose of some or all of the goods.

22.3 Reasonable costs associated with any lawful sale or disposal may be charged to you.

22.4 Any net proceeds from a sale will be credited to your account. Any surplus remaining after payment of outstanding charges and permitted costs will be returned to you without interest. If the proceeds are insufficient to cover the outstanding balance, we may seek to recover the difference.

23. Termination of Storage

23.1 Provided payments are up to date, we will not normally terminate your storage agreement without giving you three months' written notice.

23.2 If you wish to terminate your storage agreement, you must give us at least 10 working days' written notice.

23.3 If we are able to release your goods earlier, we may do so, provided your account is fully paid up to date.

23.4 Storage charges remain payable up to the date on which your termination notice should have taken effect.

24. General Provisions

24.1 These Terms and Conditions form part of the agreement between you and Haynes & Sons Removals Ltd.

24.2 Any changes to the agreed services or these Terms and Conditions must be confirmed in writing by an authorised company representative.

24.3 If any provision of these Terms and Conditions is found to be unlawful or unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

24.4 Nothing in these Terms and Conditions is intended to exclude or restrict any consumer rights or other legal rights that cannot lawfully be excluded or restricted.

24.5 These Terms and Conditions should be read alongside your individual quotation, booking confirmation and any separate storage agreement supplied by us.

HAYNES & SONS REMOVALS LTD

Established 2016

Petersfield, Hampshire

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If you require these Terms and Conditions in a larger format, please contact us.