



## **Terms and Conditions.**

These Conditions set out the rights and obligations of Ursa Major Install Ltd remover/installer ( we-us-our ) and the customer ( you-your ). These Terms and Conditions can only be changed with the prior written agreement of both Ursa Major Install Ltd and the customer.

### **Quotation**

1.0 Our quotation is an inclusive price, net of VAT which will be applied to your invoice.

### **Amendments**

2.0 We reserve the right to amend the price stated in the quotation to take account of changes of circumstances which were not clear or apparent when preparing our quotation and confirmed to us in writing. Changes can be made verbally on the day and will be binding.

### **Such factors may include the following :-**

2.1 Where the work is not carried out within 3 months of the date stated in the quotation.

2.2 Increased costs resulting from currency fluctuations or changes in taxation, freight charges or increased road fuel prices.

2.3 We have to collect or deliver goods at your request to above ground and first floor and were not made aware of this at time of quotation.

2.4 We supply any additional services.

2.5 The work is carried out outside normal working hours ( 8.00 am to 6.30 pm ) at your request after the quotation is given.

2.6 We are requested to provide additional services not included in the quotation, including the moving, assembly, install, mounting, or storing of extra goods.

2.7 Where the location and access is not suitable for a 3.5ton Luton van. The necessary parking space and duration, height access, weight access, permits and charges (e.g. emissions zones etc) must be checked and pre-arranged by you. We will assume that congestion charge and a minimum of 4 hours parking will be automatically applied to any quotations for jobs undertaken within the London ULEZ Zone, and other UK City equivalents.

2.8 If we are unable to access the collection or delivery point or such access is inadequate or inappropriate for our vehicles. This includes passenger or goods lifts being of insufficient capacity (dimensions/weight limit). If access is not possible then we may offer the alternative to hire at additional cost a suitable vehicle or specialist moving equipment. We will then tranship the load piece-meal and will charge for the extra time needed on a pro rata basis. If our own driver is required to drive a hired vehicle then all insurance cover for the vehicle and goods carried must be paid for by yourselves. If our driver is not licensed to drive/operate the required vehicle or equipment, then qualified drivers/operators must be paid for in addition by you. If access cannot be secured on the appointed day as a result of availability of equipment and/or labour, we will charge for works carried out thus far, and update our quote to complete the work including any hired equipment and labour needed.

2.9 If there is a change to location, including the storey for delivery changing at any point

2.10 Where staircases have been counted by number of storeys not flights (e.g. where there are two flights for one storey this should be specified).

2.11 Where we have to pay parking or parking penalty charges due to insufficient access, including if works take longer because of access not having been made clear prior to quotation. If we assess that the completion of the job is more cost efficient to continue rather than pause works to move vehicles, then additional parking and parking penalty charges may apply. This also applies if delivery is necessary on a Red Route, including Red Route loading bay time limits being insufficient to complete the job.

2.12 There are delays or events outside our control which increase the cost or resources required to complete the work.

2.10 Our quotation does not constitute a contract and accordingly there is no contract between us until you have returned the 'Acceptance' form duly signed and dated with the appropriate deposit paid (if requested) and we have confirmed receipt of such form. The contract will then be on these Terms and Conditions.

### **Additional Work**

3.0 Unless otherwise agreed in writing the following is not included in the quotation.

3.1 Dismantling, assembly, install or mounting.

3.2 Disconnecting, reconnecting, dismantling or reassembling any appliances, fixtures, fittings or equipment.

3.3 Taking up or removal of fitted floor coverings.

3.4 The movement of any item or items which our team reasonably believe they cannot move safely, whether due to its nature or position. As per Health and Safety guidelines, we may decline to move/carry any packed box which weighs over 25kg.

3.5 You are recommended to make arrangements for any such work to be provided for separately.

3.6 If you have requested and paid for a dismantling and/or reassembling service it is on the express understanding that when we are dealing with previously erected goods, whilst all care will be taken, we will not be liable for any damage howsoever caused.

3.7 When dealing with items that use plastic or rubber retainers or components (typical in bed slats, adjustable furniture feet etc) as part of their assembly, and which can become brittle over time, we cannot be held responsible for breakages.

### **Your Responsibilities**

4.0 You must

4.1 Declare in writing to us the value of the goods being removed and/or stored (unless you elect for our liability to be limited to £50 per item as set out in clause 9.0)

4.2 Obtain at your own expense all permissions, consents, licences, permits or customs documents required for the removal of the goods.

4.3 Be present either personally or through an authorised representative during the collection and delivery process. Authorised representatives must be present at the appointed time and in possession of any required access, including keys, passcodes, security checks, photo passes etc.

4.4 Inform us at least 5 working days in advance of any associated deadline if access paperwork, RAMS, and security checks are required to be completed by us in order to access your premises.

4.4 We do not remove or move appliances (such as washing machines, fridges, freezers etc).

4.5 Take reasonable precautions to prevent the unauthorised removal of goods not belonging to you and check to ensure that all your goods are duly removed.

4.6 Provide proper protection for goods left unattended or in unoccupied premises.

4.7 It is the customer's responsibility to ensure that all goods will fit into the final destination property. We will not be held responsible if goods will not fit, either through access issues or due to the volume of goods. This includes checking doorway sizes at each stage of the delivery to the final location of the item, not just the main access point. For heavy items we do not provide advice or hold responsibility for assessing the load

bearing capacity of suspended floors. If you have not sought independent advice and confirmed this to us in advance in writing, we may decline to install items which we consider to be high risk loads. An access check can be requested prior to quotation, at an additional upfront charge.

4.8 Removal of doors/windows may be undertaken where necessary, we will agree this with you at the time of making an assessment that this is necessary, either via an access check in advance, or on the day if this enables completion of the job the same day. Agreeing this access method is at your risk. We will appoint 3rd party specialist contractors to undertake any touch-up work needed to make good, which will be at your expense. We cannot guarantee subcontracted works and variation from original condition should be expected.

4.9 In addition you must provide us with contact details during the removal process including transit and/or storage of goods to the point of delivery, including contact details of e.g. concierge, security, facilities management. You must inform such 3rd parties in advance of the booking to ensure access is permitted.

4.10 We will not be liable for any loss, damage, cost or additional expense that may occur as a result of your failure to fulfill these obligations unless by reason of our own negligence or breach of contract.

4.11 Our team will not cross any ground that is muddy, waterlogged or in any condition that would affect the ability of the crew to remain in a clean, tidy and professional appearance.

4.12 If we have agreed to access a loft it must have a suitable ladder/steps and be fully boarded and adequately lit.

### **Ownership of Goods**

5.0 You confirm to us that the goods being removed are your property or that you have the authority of the owner to enter into this contract in relation to the removal of the goods and storage thereof.

5.1 You undertake to indemnify us for any claims and keep us indemnified against any claims resulting from any breach by you of clause 5.

### **Excluded Goods**

6.0 Unless previously agreed by us in writing by a director the following items are excluded from this contract and will not be removed.

6.1 Prohibited, stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items such as aerosols, paints and firearms and/or ammunition. Also gas in any form or bulk liquids including oils, fuels and/or cleaning products.

6.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or collections of any similar kind, unless previously agreed and with full inventory and checking by both you and us.

6.3 Any goods likely to encourage vermin or other pests or to cause infestation or contamination.

6.4 Perishable items and/or those requiring a controlled environment or refrigerated or frozen food or drink.

6.5 Animals, birds, fish or any livestock.

6.6 Goods requiring any licence or government consent for export or import or any movement contemplated within the removal.

6.7 If we do agree to remove any such goods we will not accept any liability for loss or damage unless we are negligent or in breach of contract. If you submit any such goods without our knowledge we will make them available for your collection and if you do not collect such goods within a reasonable time we reserve the right to take further steps in relation to the disposal of any such goods. You must indemnify us against any additional charges, expenses, damages, costs or claims incurred by us as a result.

6.8 We accept no liability for any garden furniture, pots, plants etc due to the nature of weathering that can make such items unstable and brittle.

### **Postponement and Cancellation**

7.0 If this agreement is postponed or cancelled we may charge you depending on the amount of notice given. Our charges are as follows:-

7.1 More than 7 days before booked date – no charge.

7.2 Between 3 and 7 days before booked date :- up to and not more than 50% of the charge.  
7.3 Less than 3 days before the booked date :- the full amount.  
7.4 For this purpose working days include Mondays to Fridays other than public holidays.  
7.5 If cancellation is with more than 7 days notice and a deposit has been paid and/or boxes delivered, then we will make a nominal charge to cover the cost of delivery/collection/ cancellation .  
7.6 If commencement of unloading is delayed due to waiting for access (including but not limited to keys exchange, keyholder presence, security permits etc) then we reserve the right to reschedule the job or charge out of hours rates. We will inform you of rates before commencement/continuation of work.  
7.7 If the job requires access as described in 7.6, and access is not enabled on the day after we have loaded then we will arrange storage for your goods at your cost. We will then reorganise your redelivery at the same cost to you of the original booked job. If we are still waiting after this time then waiting charges may apply, commencing from this time or alternatives may have to be found regarding unloading/storage.

### **Payment**

8.0 If requested, you must pay our charges so that we have cleared funds in advance of the work being undertaken.  
8.1 We will not accept cash payment.  
8.2 You must not withhold any part of the agreed price.  
8.3 We reserve the right to charge interest on overdue amounts.  
8.4 Payment terms may only be varied with our written agreement in advance.

### **Our Liability for Loss or Damage**

9.0 Our liability for negligence or breach of contract or otherwise under common law in relation to your goods is limited to the value declared to us under Clause 4.1 or £30,000 whichever is the least. If no such value is declared, or if you so elect, for the maximum amount of £50 per item. In this respect an item is defined as any one article, suite, pair, set, complete case, package, carton or other container. These limits may affect the quotation.  
9.1 We are not liable on a ' new for old ' basis for any lost or damaged goods.  
9.2 We shall not be liable to the extent that loss or damage is caused or contributed to by moving goods under your express instructions against our advice and in a manner that is likely to cause damage.  
9.3 You must notify us as soon as possible of any damage to premises and to goods for removal  
9.4 We may offer ' extended liability ' at an extra charge. Extended Liability must be agreed prior to the move and will cover as standard goods up to the value you request.  
With this cover a valuation must be given by yourself on the ' Acceptance ' form.  
We recommend this option as giving you the most comprehensive cover.  
9.5 We shall not be liable for damage to flat pack units that we are asked to move in their completed state.  
9.6 We shall not be liable for scuffs or other removal marks to soft furnishings and/or mattresses that are not protected or that we have not been requested to supply and fit such coverings and protection to.  
9.7 We shall not be liable for loss, damage or in any way unable to fulfil our contract with you for the following.  
Act of war (whether declared or not) foreign or UK hostilities, civil war, terrorism, act of God including adverse weather or any other event that is deemed to be beyond our reasonable control.  
9.8 If the move is cancelled as per 9.7 then cancellation fees will remain as 7.0 and the move will be completed on the next suitable day at the original cost.

### **Excluded Risks**

10.0 We are not liable for the following.  
10.1 Loss or damage to cars or other motor vehicles unless carried in an enclosed vehicle or trailer specially constructed for the purpose.

10.2 Electrical and mechanical derangement, unless shown to be as a result of physical external damage to the item concerned or as a result of fire, flood, collision or overturning of road vehicle or other conveyance.

10.3 Breakage, scratching, denting, chipping, staining and tearing of items packed by you including trunks, suitcases and the like unless reasonably attributed to physical damage to such items caused by collision or overturning of road vehicle or other conveyance. To reiterate and clarify self-packed items are not covered.

10.4 This policy shall also exclude claims for missing items unless an inventory is supplied by you and approved by us prior to the move.

10.5 Loss or damage which occurs prior to collection or packing by us or after delivery or unpacking by us.

10.6 Loss or damage to jewellery, watches, trinkets, precious stones, precious metals, coins, money, deeds, bonds, securities and stamps or collections of a similar kind.

10.7 Loss or damage caused by wear and tear, general deterioration, warping or shrinkage, moth or vermin unless it can be reasonably demonstrated that such loss or damage arose as a result of our actions or failings.

10.8 Any consequential loss.

10.9 Loss or damage to refrigerated or frozen food and/or drink, plants, house plants, brittle objects, items with inherent defects howsoever caused and/or goods likely to encourage vermin and other pests to cause infection. Outdoor and garden pots and containers are specifically excluded from any cover.

10.9 Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items including gas bottles, aerosols, paints, firearms and/or ammunition.

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

10.12 Mysterious disappearance of customers goods in transit unless evidence (inventory ) can be provided to prove beyond reasonable doubt that the loss is solely attributable to the dishonest actions of an employee.

10.13 None of our team will incur any liability to you.

10.14 If the value of your goods in store or in transit is, at the time of loss or damage, collectively of greater value than the value declared, then you will bear the equivalent proportion of the claim in the same ratio as the actual value exceeds the declared value.

10.15 Our liability is limited to the reasonable cost of repair and no claim will be considered in respect of any depreciation in value of any item as a result of such repair.

10.16 Where any item consists of items in a pair or set, we will not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such part or parts may have as part of a pair or set, nor more than a proportionate part of the declared value of the pair or set.

### **Delays In transit**

11.0 Unless specifically agreed all arrival and departure times are estimates only.

11.1 If a specific timetable is agreed in writing between us and any delay within our reasonable control occurs we will pay for your reasonable expenses resulting from our failure to keep to the agreed written timetable. If through no fault of ours we are unable to deliver your goods and take them into storage then any additional storage charges and delivery charges incurred as a result will be at your expense.

11.2 HGV drivers are restricted in their daily working hours and all workers must abide by WTD hours restrictions.

### **Therefore the following will apply.**

All moves undertaken by, though not exclusive to, an HGV, will be subject to completing the move over two days if the distance between properties is deemed to be too great to complete and return to base in one day within the maximum allowed working hours.

### **Time Limit For Making a Claim**

12.0 You must notify us of any loss or damage within 7 days of the collection of goods by you or their delivery by us to their destination unless we agree in writing to an extension of this time limit. If you fail to make a notification to us of such loss or damage within this time scale we will not be liable.

### **Withholding or Disposal of the Goods**

13.0 We have the right to withhold and/or ultimately dispose of some or all of the goods until you have paid our charges and any other monies due under this or any other agreement between us. This specifically applies to potential claims for loss or damage that are reported to us before the move is completed.

### **Storage Terms and Conditions**

14.0 Where storage is provided by us, goods are accepted into storage on the understanding that: You retain ownership of all items.

A detailed inventory may be requested by either party.

14.1 We are not responsible for any deterioration of goods caused by: Pre-existing condition, Improper packing by you or a third party, Environmental effects over time (e.g. dust, humidity).

14.2 Items in storage are not routinely inspected. If you require periodic inspection, condition checks, or photographic records, this must be arranged and agreed in writing as a separate service.

14.3 Our standard liability terms (see Clause 9.0) apply to stored goods unless Extended Liability Cover is purchased in advance.

14.4 All storage charges must be paid in full and up to date before goods can be released. We reserve the right to withhold goods pending full payment, including for other services rendered (see Clause 13.0).

14.5 Unless agreed otherwise, access to storage is by appointment only and subject to our availability. A handling fee may apply for unscheduled or labour-intensive access.

14.6 If goods remain in storage beyond the agreed term without renewal or contact from you, we reserve the right to initiate disposal procedures in line with Clause 13.0 and local legal obligations.

### **Goods Acquired at Auction or Other Lot Sales**

15.0 Where goods have been purchased by the client at auction or other sales such as clearance, mixed lot, overstock, discontinuation, liquidation etc. the items are typically sold "as seen" and may vary in condition, completeness, or suitability for further use. We accept no responsibility for the condition, value, or description of any such items.

15.1 Unless explicitly instructed and agreed in writing prior to collection, we do not undertake condition checks, testing, or verification of the goods collected from auction or liquidation sites.

15.2 In circumstances where we have collected goods under time constraints, particularly where the client has requested urgent removal (e.g., within liquidation deadlines or premises handover), the collection will be undertaken on a "lift and shift" basis. No inventory, inspection, or condition reporting will be provided unless agreed and separately billed.

15.3 Items may have been stored by us for a period following collection. During this time, we do not take responsibility for changes in condition due to age, packaging, prior wear, environmental factors, or original handling quality at the point of auction sale.

15.4 Many items may be shrink-wrapped, boxed, or palletised as received, and we will not open or inspect these prior to dispatch, unless otherwise agreed in advance and subject to an inspection and handling fee. You acknowledge that unwrapping and inspecting such goods may result in additional labour, packaging loss, or repackaging needs, and we will not be liable for any issues arising from uninspected contents.

15.5 It is your responsibility to ensure that any goods intended for export are suitable, compliant, and in satisfactory condition. If inspection, reconditioning, or photographic documentation is required prior to international shipping, this must be requested and paid for as a separate service. We are not responsible for the identification of defects, damage, missing parts, or inauthenticity unless contracted to do so.

## **International Freight & Third-Party Shipping Providers**

### **16.0 Freight Forwarding and Third-Party Shipping Arrangements**

16.1 At your request, we may assist in sourcing a third-party freight forwarder or shipping agent ("Freight Provider") to transport your goods, including internationally. We do not operate as a freight forwarder ourselves, and any introduction or recommendation of such services is done purely as a courtesy to you, the client.

16.2 While we will use reasonable care in sourcing reputable freight providers, we accept no liability for the actions, omissions, or performance of any third-party freight company, including but not limited to delays, loss, damage, misdelivery, customs issues, or failure to deliver.

16.3 You agree that any contract for freight forwarding, customs brokerage, international delivery, or shipment is between you and the Freight Provider directly. You are solely responsible for reviewing and accepting the Freight Provider's terms and conditions, insurance arrangements, documentation, and fees.

16.4 You remain responsible for ensuring that all required documentation (such as commercial invoices, customs declarations, and shipping manifests) are accurate and completed on time. We may, if requested, assist with collating or presenting this paperwork to the freight forwarder on your behalf, but we are not responsible for its content, accuracy, or for meeting regulatory or customs requirements.

### **16.5 Loading Assistance for Freight Providers**

16.6 Where we are instructed to prepare, pack, or load goods for international shipping on behalf of the client or the Freight Provider, we do so as a subcontractor only, and our responsibility is strictly limited to the physical services of handling and loading as per our standard liability and exclusions.

16.7 We are not responsible for securing goods within shipping containers or vehicles beyond what is reasonable and safe based on our access to materials, instructions provided, and the Freight Provider's vehicle condition or equipment. You or the Freight Provider must specify any required load plans or constraints in writing ahead of time.

16.8 If the Freight Provider's collection vehicle is not fit for the intended goods (e.g., insufficient securing mechanisms, improper container condition, delayed arrival), we may refuse to load or require written instruction that indemnifies us against all resulting damage or loss.

16.9 We shall not be liable for any loss, delay, or customs seizure arising once the goods leave our care or are loaded into a Freight Provider's vehicle.

### **16.10 Insurance**

16.11 It is your responsibility to ensure that adequate shipping and international transit insurance is in place either through the Freight Provider or independently. Unless otherwise agreed in writing, we do not provide or arrange any insurance for goods during international shipment.

## **Assembly, Installation and Wall Mounting Services**

17.0 We offer assembly, installation, and wall mounting services as part of our professional offering. These services are carried out with a focus on safety, precision, and discretion, in private homes, showrooms, and high-value settings.

17.1 Unless otherwise agreed, the following apply:

All walls must be pre-checked by the client or client's contractor for suitability and load-bearing capacity. We will verify these checks and may revise the method and schedule of works accordingly.

We use digital levels and monitors to ensure safety and accuracy, however we are not responsible for damage to walls, finishes, or concealed services (e.g., pipes or wiring) unless we have been explicitly provided with accurate, up-to-date plans of wall construction and service locations.

17.2 You must inform us of any specific positioning requirements, load ratings, or alignment needs before work begins. This includes the mounting height, exact placement, and use of specialist brackets or materials. We will work in consultation with you on-site if your preference is for our recommendation, within the parameters of your location.

17.3 Where we are asked to install televisions, artworks, mirrors, or other items onto walls, ceilings, or bespoke fittings:

Fixings and hardware must either be supplied in advance or agreed for supply by us where we will use fixings rated to the load you have disclosed to us.

Any adjustments or modifications necessary to achieve flush-mounting or alignment will be assessed and quoted where applicable.

17.4 We do not provide structural advice, nor do we warrant the long-term performance of fixings in walls not fit for purpose. If walls are found to be unsuitable during installation, we reserve the right to cease work and charge for time spent on site.

17.5 All installation services are carried out on the understanding that we are not responsible for the internal structure of your property unless we have been instructed to assess and test these conditions in advance. Where installation is into brick, masonry, plasterboard or stud walls, we cannot be held liable for crumbling or failed fixings unless negligence is proven.

17.6 If electrical, audio-visual, or network cabling connections are part of the brief, we require coordination with your qualified electrician or contractor. We do not install or modify live electrical circuits.

17.7 Any wall mounting or installation requiring access to restricted areas, or which involves working at height or specialist access (e.g., scaffold, cherry picker), must be pre-arranged and may incur additional charges.

### **Subcontracting**

18.0 We reserve the right to sub –contract part or all of the work provided for under this agreement in which case these Terms and Conditions will continue to apply in full.

### **Applicable Law**

19.0 These Terms and Conditions are subject to the Law of England and Wales.

### **Whole Agreement**

20.0 These Terms and Conditions together with our quotation form the whole agreement between us and all other correspondence or oral discussions or representations are excluded.

### **Termination**

21.0 We may terminate this contract on three months notice in writing or after three months following the quotation date. If you wish to terminate this agreement whilst your goods are in our storage you must give at least 10 working days notice in writing. You remain liable for charges for storage up to the date of release of the goods.

### **Rubbish Removal Disclaimer**

We are not licensed waste carriers. Unless previously agreed, we are unable to dispose of packaging, debris, or rubbish. You must make suitable arrangements for disposal, or we can refer you to third-party licensed waste handlers.