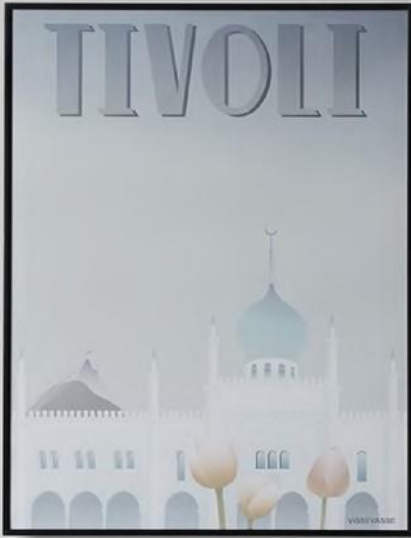


2021



S R SIMPSON
REMOVALS LTD

Terms and conditions
Insurance



Our terms and conditions

Domestic removals and storage

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Our services

LOAD AND MOVE FULL
PACKING SERVICE SELF
STORAGE

We pack, dismantle and assemble

Using nationwide storage facilities



Understanding Your Quote

All our quotes are individual and catered for each client's needs and requirements

The variables are size of the property, service required, van size, team members required and distance to be travelled.

All our quotes are excluding VAT.

Paying your deposit confirms the date or dates and puts us in contract with you, and all terms and conditions then apply. (see page 5)

Load and move package:

Does not include packing materials or dismantle and assembly. (These are charged at a standard rate as added extras).

Full packing service includes: Dismantle and assembly Unlimited Packing materials



Terms and Conditions

These conditions set out the terms of the contract between the Removal and/or Storage Contractor (“the Contractor”) and you (“the Customer”) and explain your rights and obligations and responsibilities and those of the Contractor.

In Clauses 9, 11 and 12 We set out Our liability to You for loss and damage to Your goods and premises. Please read these clauses carefully.

1. Interpretation

1.1 Any reference in these conditions to “we” or “us” is a reference to the Contractor.

Any reference in these conditions to “you” is a reference to the Customer. Any reference to “Insurance Option” is to the Insurance Option set out in Clause 9A. “Goods” means the goods being removed and/or stored.

2. Quotations

2.1 Quotations exclude Value Added Tax and do not include any other customs duties levies or fees payable to government or other statutory bodies and all such duties or fees (if any) will be payable by you in addition to the quoted price.

2.2 Although we quote a fixed price we reserve the right to amend it or make additional charges if any of the following have not been taken into account when preparing the quotation:-

2.2.1 If due to any circumstances outside our control the work is not carried out or completed within three months of the quotation date

2.2.2 Our costs increase as a result of currency fluctuations or changes in taxation or freight charges beyond our control

2.2.3 We have to collect or deliver Goods above the first upper floor

2.2.4 We supply any additional services

2.2.5 There are delays outside our reasonable control in which event we will make additional charges calculated in accordance with our standard rates applicable at the time.

2.2.6 Access to the collection or delivery point is inadequate or the approach is unsuitable for our vehicles.

2.2.7 Any parking or other fees or charges that we must incur and pay in order to carry out the services you require. In all these circumstances you will be responsible for the extra charges.

2.3 The Insurance Option will only apply if it is stated on the Quotation. A summary of the insurance cover maintained by us and any main exclusions from the cover is either enclosed with these conditions or is available on request.

2.4 Our quotation is not a guarantee that we have vehicles available on the day you require. Accordingly your signed acceptance of our quotation does not constitute a contract between us until you have our written confirmation that we can move your Goods on your required date. We will send our written confirmation within one working day of our receipt of your acceptance of our quotation, paying the deposit is acceptance of our quotation.

2.5 We agree in writing to increase our limit of liability set out in Clause 9.1.1 prior to the work commencing.

2.6 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 to load and/or unload within 20 meters of the doorway.

3. Work excluded from our quotations

Unless previously agreed we will not: –

3.1 Dismantle or assemble unit-furniture (flat-pack), fittings or fitments (and in any event these works will not be covered by any insurance provided.)

3.2 Disconnect or reconnect appliances, fittings or equipment.

3.3 Remove or lay fitted floor coverings.

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

3.5 Move night storage heaters unless they are dismantled.

3.6 Move or store any items excluded under Clause 4.

Move any item or items which our removal crew reasonably believe they cannot move safely or the removal of which may damage the item or items in question or its or their surroundings.

Clear driveways or other access areas (at either collection or delivery address) from snow or ice or other materials.

4. Excluded Property

The following items are specifically excluded from this contract and will not be removed: –

4.1 Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, or goods or collections of a similar kind.

- 4.2 Potentially dangerous, damaging or any kind of explosive items.
- 4.3 Goods likely to encourage vermin or other pests or to cause infection.
- 4.4 Refrigerated or frozen food or drink.
- 4.5 Any animals and their cages or tanks including pets, birds or fish.
- 4.6 Cars, boats and caravans.
- 4.7 Furs, perfumery, wines, spirits, tobacco, cigars, cigarettes, foodstuffs or perishable goods.

Such goods will not be removed by us except with our prior written agreement. If you submit such goods without our knowledge and prior written agreement we will not be liable for any loss or damage except when death or injury is caused by our negligence or that of our employees or agents and you will indemnify us against any charges, expenses, damages or penalties claimed against us by third parties. In addition we shall be entitled to dispose of (without notice) any such goods which are listed under paragraphs 4.2, 4.3, 4.4, 4.5, & 4.7.

- 4.8 Breakage of owner packed property unless the box or container shows signs of external damage.

5. Customer's responsibility

It is your sole responsibility to:-

- 5.1 Declare to us the proper value of the Goods.
- 5.2 Obtain at your expense all documents necessary for the removal to be completed.

5.3 Be present yourself or appoint a representative at the departure and destination points to ensure that nothing is removed or left in error or is left in the wrong room.

5.4 Prepare adequately and stabilise all appliances prior to their removal. Other than by reason of our negligence we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

5.5 Pay for any parking or meter suspension charges incurred by us in carrying out the work unless otherwise agreed in writing.

5.6 Ensure that the fridge freezer, deep freezers are defrosted before transportation and not switched on straightaway, the recommended time to switch on these appliances is 24 hours after delivery. We do not pack and / or transport refrigerated or frozen contents.

5.7 Provide us with a correct and up to date contact address and telephone number during removal transit and/or storage of goods.

5.8 Ensure that the Goods or items you have packed are packed properly as the items packed by yourself are not covered under our insurance.

5.9 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

6. Ownership of the Goods

By entering into this contract you confirm to us that:-

6.1 The Goods are your own property; or

6.2 You have the authority of the owner of the property to make this contract in respect of the Goods.

You will be responsible to pay for any claim for damages and/or costs against either of the above if this proves to be untrue.

7. Postponements/Cancellations

7.1 If you postpone or cancel this contract we may charge according to how much notice you provide prior to the agreed removal date: More than 7 days before the removal was due to start: No charge.

Less than 7 days before the removal was due to start: 50% of the removal charge. On the day the work starts or at any time after the work commences 100% of our charges.

7.1.1 Changes of date are acceptable if the new date required is available 7.1.2 If clause 7.1.1 is in place and the date is changed your deposit will not be refunded if you cancel the service regardless of time given on notice. 7.2 Condition 7.1 will not apply if you elect to take any removal postponement/cancellation protection waiver for which we have quoted.

8. Payment of Removal Charges

Unless you have our written agreement to the contrary you must pay our charges so we have cleared funds in advance of the removal. Unless we agree otherwise, you may not withhold any part of the agreed price. Interest at 2% per month calculated on a daily basis, is charged on all overdue accounts.

We reserve the right to terminate this contract if payment is not received before the removal date, and not to carry out any services quoted for. Failure to comply with our payment terms will also mean that the Goods are not insured.

9. Our liability for loss or damage

9.1 In the event that we lose or damage your Goods, if we are liable, we will pay you up to a maximum of £75.00 sterling for each item which is lost or damaged, to cover the cost of repairing or replacing that item. In this respect an item is defined as any one article, suite, pair, set, complete case, package, carton or other container and non electrical.

9.1.1 In the event we lose or damage furniture or electrical appliances we will pay you for replacements to the value or repair.

9.2 We may choose to repair or replace the damaged or lost item. However if we choose to repair the item we will not be liable for any depreciation in value.

9.3 Other than because of our negligence, we will not be liable for any loss, damage or failure to deliver the Goods if it is caused by any of the following circumstances:

9.3.1 Fire howsoever caused.

9.3.2 War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside our reasonable control.

9.3.3 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.

9.3.4 Cleaning, repairing or restoring unless we did the work.

9.3.5 Moth or vermin or similar infestation.

9.3.6 Electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.

9.4 Additionally we will not be liable for any loss of or damage to:

9.4.1 Any Goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by us. 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 writing that we will accept responsibility in accordance with 9.1 above.

Goods which have a relevant proven defect or are inherently defective.

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

9.4.5 Plants.

9.4.6 Refrigerated or frozen food or drink.

Other than because of our negligence, we will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage, or failure to deliver the Goods.

9.5 Wear and tear, gradual deterioration, scratching, bruising or denting;

9.6 Loss or damage of motor vehicles / goods / furniture caused by scratching, denting and marring unless You obtain from us a pre-collection condition report.

Most of the items we move are not brand new and it is not possible to make a note of scratches or the current condition of every item which is the reason why scratches are not covered in the insurance unless you request a pre-collection report of item/s for which charges may apply.

9.7 Please refer to Insurance Document via links at the bottom of this file for further information

10. Delays in transit

10.1 Unless we give a specifically agreed written timescale then arrival and departure times are an estimate only.

10.2 If we do not keep to an agreed written time scale schedule and any delay is within our reasonable control we will pay your reasonable expenses which arise as a result of our not keeping to the agreed written time schedule. If through no fault of ours we are unable to deliver your Goods, we will take them into store. This contract will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

10.3 We shall not be in breach of this agreement nor liable for delay in performing, or failure to perform any of our obligations under this agreement if such delay or failure results from events, circumstances or causes beyond our reasonable control including but not limited to adverse weather conditions. In such circumstances we shall be entitled to a reasonable extension of time for performing such obligations, provided that if the period of delay or non-performance continues for 4 weeks then you may terminate this agreement, without penalty by giving not less than 7 days written notice to us.

In the event that the agreement is terminated under clause 10.3 and we have part performed any of our obligations under this agreement, including but not limited to a completed or part-completed packing service and/or any storage requirement, any charges incurred by us at the time of your termination under clause 10.3 shall become chargeable in accordance with our standard rates applicable at the time.

In the event of termination under clause 10.3, any monies already paid will be refunded save that we reserve the right to set off such sums as are due to us under clause 10.3.1

10.3.3 We shall not be liable for any costs or charges you incur as a result of the termination of the agreement under clause 10.3.

10.4 Waiting times and customer delays

Waiting times will be acceptable up to 2 hours for: completion of property, picking up of keys and other reasons that delay access to the property by you the customer, unless the waiver insurance is in place under clause 10.4.2

10.4.1 Charges incurred:

£20 per hour per member of staff. This will be added to your quote and payable on the day.

11. Damage to premises

We shall only be liable for damage to premises caused by our negligence. Any damages to premises must be noted on the delivery receipt and confirmed in writing to us within seven days unless you request a reasonable extension which we agree in writing. Because 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. If We are negligent or in breach of contract or otherwise responsible for causing loss or damage to Your premises We will pay You either;

A: the cost of repairing the damaged area to a maximum limit of £75; or B :up to a maximum of £75 on each premises.

12. Time limits for claims

We will not be liable for any loss or damage to any goods or property unless any claim for loss or damage is notified to us in writing by recorded delivery post or email

WITHIN SEVEN DAYS (this is a requirement of insurers) of either their collection by you or delivery by us to their destination, unless you request a reasonable extension which we agree in writing. Day one of seven to start the day after either their collection by you or delivery by us to their destination.

13. Our rights to withhold or dispose of Goods

We have a legal right to withhold or (subject to complying with the notice procedure in condition 16.6) ultimately dispose of some or all of the Goods until you have paid all our charges and other payments due under this contract. 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.

14. Disputes

14.1 If there is a dispute arising from this agreement which cannot be resolved either you or we may refer it to the dispute service provided by DAS Legal Expenses Insurance Company Ltd (“DAS Ltd”).

A referral of any matter to the DAS Ltd by us does not affect your right to pursue the matter through the Court.

15. Sub-contracting the work

15.1 We reserve the right to sub-contract some or all of the work for which we have provided a quotation without reference to you.

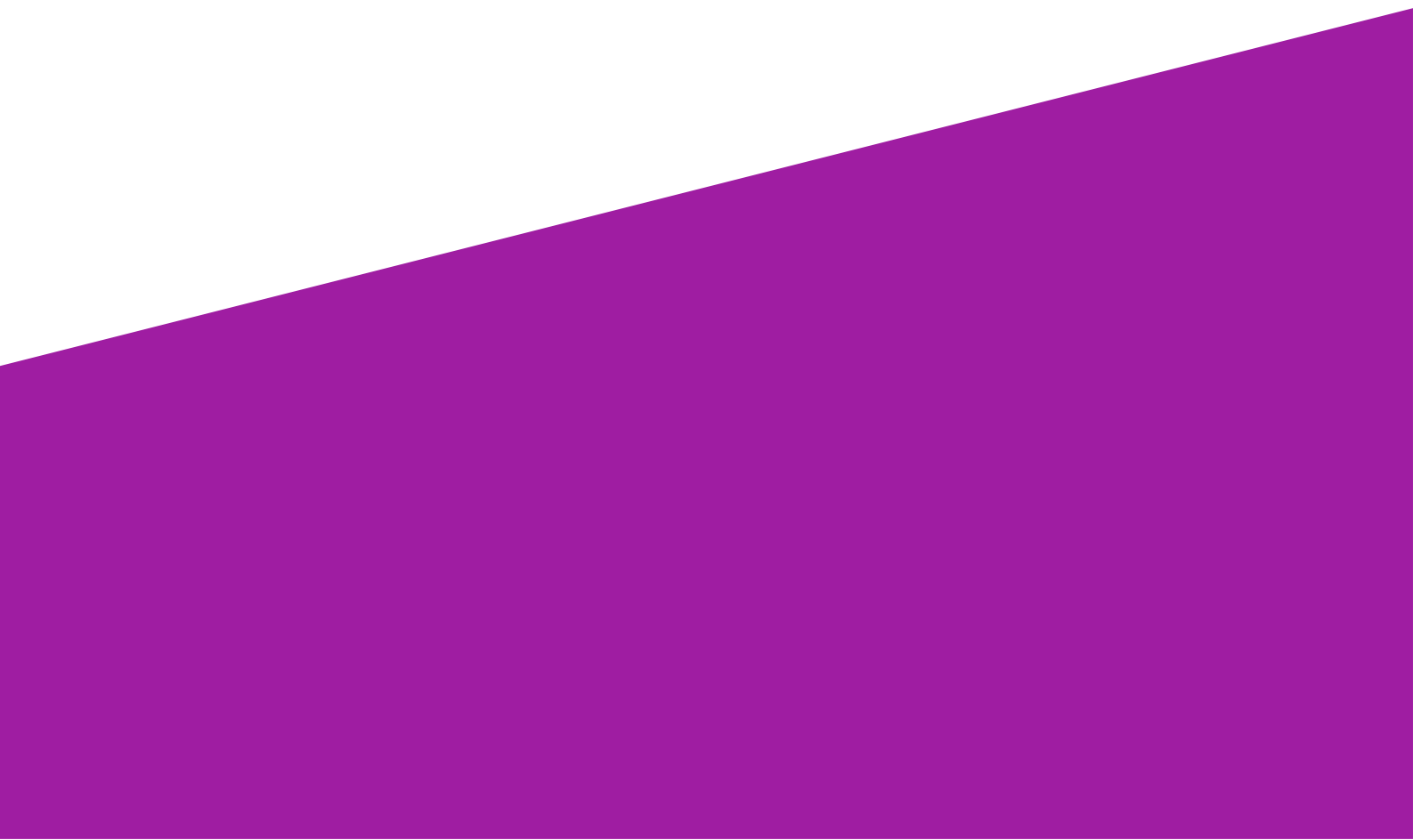
15.2 If we sub-contract these conditions will still apply in full.

16. Storage services

The following terms in addition to all other terms set out in this document will apply to all contracts for the storage of Goods:-

16.1 If you require storage facilities you are obliged to provide a forwarding address and notify us in writing if it changes. All correspondence and notices will be deemed to have been received by you seven days after posting it to the last forwarding address recorded by us.

16.2 The manner in which Goods are transported and whether we use conventional or containerised storage shall be within our sole discretion unless otherwise confirmed in writing.



16.3 Where we provide an inventory of Goods stored on your behalf it will be accepted as accurate unless you provide us with written notice of any errors or omissions within 14 days of our posting the inventory to you.

16.4 All charges for storage services are payable in advance. All our charges including removal charges must be paid in full in cleared funds before any Goods are released from storage and we shall be entitled to exercise a lien over those Goods until we receive payment of all charges due from you to us.

16.5 We review our storage charges periodically. You will be given 28 days' notice in writing of any increases following which our revised rates as notified will apply. We will always act reasonably in reviewing our storage charges.

16.6 On giving you 28 days' notice we are entitled to require you to remove your Goods from our custody and pay all money due to us. Any such notice will tell you that we will dispose of your Goods three months thereafter if you fail to pay all outstanding sums due to us and, in that event, we will do so without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest.

16.7 If your payments are up to date we will not end this contract except by giving you three calendar months' notice in writing. If you wish to terminate your storage contract you should give at least 14 days' notice. Whilst we will use reasonable endeavours to arrange the release of your Goods on the dates you require, specific dates cannot be guaranteed.

16.8 If you choose someone else to collect your Goods from our storage facilities we are entitled to make a charge for handing them over. Our responsibility for such Goods will cease upon their being handed over to your chosen representative.

17. Whole agreement

These Terms and Conditions together with our quotation are intended to form the whole agreement between us and to prevail over any verbal discussions. Should we mutually agree to any variation of these terms such variation should be confirmed in writing. Any variation however agreed shall never invalidate the remainder of these Terms and Conditions.

18. Jurisdiction

This contract is subject to the laws of England and Wales if our principal place of business is situated in England or Wales, or to the laws of Scotland if our principal place of business is situated in Scotland.

Health and Safety Policy Statement

S R Simpson Removals Ltd considers the health and safety of its employees, customers and members of the public to be of fundamental importance. We therefore aim to ensure throughout all company operations that it achieves the highest reasonably practical standards of health and safety.

S R Simpson Removals Ltd has a responsibility to ensure, as far as is reasonably practical, the health, safety and prevention of injuries to all employees whilst at work. In accepting this responsibility, the Company will as far as is reasonably practical, strive to:

Provide and maintain systems at work that are safe and without risks to health.

Ensure safety and absence of risks to health in connection with the use, handling, storage and transport.

Provide such information, instruction, training and supervision as is necessary to promote the health and safety of its employees.

Provide and maintain workplaces in a condition that are safe and without risk to health, including safe means of access.

Provide and maintain work environments that are safe, without risks to health and with adequate facilities and arrangements for employee's welfare at work.

Ensure that Company employees are fit for the work they are required to do.

Ensure that disability is prevented and loss of working time due to injury or illness is minimal.

Employees are reminded that they have a legal responsibility to take reasonable care for the health and safety of themselves and others by adopting the safe working practices given to them in either written or verbal communication, such that they do not put themselves, fellow employees or guests at risk.

With a view to promoting good practices covering health and safety at work, the Company requires the co-operation and encourages the involvement of all members of the organisation.

Health and Safety at Work

It is clear that safe and healthy working conditions and systems can only be achieved by the combined effort of all employees regardless of their status in the Company.

Every employee has a duty to co-operate with the Company in ensuring that the Statutory Legislation and Codes of Practice are complied with and to use any protective equipment provided.

Employees must take reasonable care for the health and safety of themselves and of people who may be affected by their acts or omissions at work.

Employees must inform their direct manager of any hazards of which they are aware, in order that appropriate action can be taken.

Employees must report any incidents that have lead to injury and ensure they are recorded in the accident book. It is also the responsibility of every member of management to ensure that the legal duties and the Company policy requirements are fully implemented.





Insurance quick reference

Each vehicle is insured for goods in transit up to £10,000.

Public liability up to £1 million

Employer liability up to £10 million

For more information call us : 07375638428

Insurance Documents

All our insurance documentation can be viewed on the following links:

[Employer Liability and Public Liability/Certificate of Insurance](#)

[Goods In Transit Insurance](#)

[Business Insurance](#)

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