

Scott's removals

Removers * Storers * Shippers

The Small Print

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SCOTT'S REMOVALS' FAIR TRADING POLICY

Scott's Removals has a reputation for excellent service and fair dealing and this is reflected in our liability and contract arrangements. This booklet is designed to make completely transparent all aspects of the contract between us, our responsibilities to you and your responsibilities to us.

If there is anything you find unclear or unreasonable please advise our Group Managing Director who will deal with your comments promptly and openly.

Liability & Insurance

Unlike many movers, storers and shippers we provide a full range of risk management and liability arrangements to suit your particular needs and preferences. These include services with various possible levels of liability. We aim to offer the solution which best fits your needs and budget (please see pages 4-5 for more details).

Contract Terms & Conditions

We trade under the Scott's Removals Contract Terms & Conditions which are based on the British Association of Removers' 2010 model conditions which were developed with the co-operation of the Office of Fair Trading and now under the supervision of the Trading Standards Institute (see pages 6-13).

It is very important that you read and understand them before you enter into the contract. All the terms and conditions are important but we particularly draw your attention to clause 6. which sets out our policy if you postpone or cancel your move, clauses 8., 9. and 10. which limit our liability for loss or damage and clause 11. which sets out the various time limits for claims.

Code of Practice

We abide by the British Association of Removers' Code of Practice (set out at pages 28-22). This is approved by the Trading Standards Institute under its Consumer Codes Approval Scheme. It sets standards, all of which we comply with or exceed, for customer service, fair trading, advertising and complaint handling. It also includes a requirement for us to refund any advance payment you may have made (or indeed more) in the very unlikely event that we have to re-schedule or cancel your move (see Section 6 for details).

Advance Payment Guarantee

As a long standing member of the British Association of Removers our Group is able to provide an institutionally backed Advance Payment Guarantee underwritten by the Association (details set out at page 23)

Full details of all these documents and liability arrangements are set out in this booklet together with other information that you may find helpful.

SCOTT'S REMOVALS' LIABILITY FOR DAMAGE OR LOSS OF PROPERTY

No matter how carefully packed and handled, your possessions will always be at greater risk of loss and damage when being moved stored or shipped than when at rest in your home; if loss or damage does occur the claim needs to be dealt with. To address this problem, Scott's Removals offers you flexible risk management arrangements which recognise and respond to your individual preferences; we do not impose a "one size fits all" arrangement unlike many other movers, storers and shippers.

Standard Limited Liability Self Insuring Contract

In the interests of keeping your costs to a minimum our standard contract limits our liability to a maximum of £40 per item and it applies automatically if no other arrangements are agreed and paid for. If you accept this arrangement you will be relying on your own insurance to cover your property and if you contract with us on this basis and do not have adequate insurance cover in place you may not recover the full value if an item or items are lost or damaged during moving, shipping or storage. Your own insurers may provide you with cover over your property while it is being moved or stored, and may do so at no extra charge. However, you should check your policy carefully as some insurers say they cover you during moving, shipping or storage but the cover is often limited, with claims subject to excess and with the possibility of increased future premiums.

UK & EU Moving & Storage - Full Value Protection Declared Value Contract

If you would prefer Scott's Removals to be fully responsible for the cost of any replacement or repair arising from moving or storage, we can do this. It is known as Full Value Protection. For a slightly higher charge we will accept a higher level of liability, up to the value you declare. This is still subject to some terms and exclusions but the matters for which we would accept liability are much wider and the £40 per item limit will not apply. We offer this Full Value Protection as set out in the "Full Value Protection Terms" which appear at pages 14 and 15 of this booklet; it is subject to a total maximum liability but this can be set to reflect the value of your consignment, as declared.

In our quotation we propose a supplementary charge based on a liability for the declared value of your consignment up to a maximum of £100,000 which we find is appropriate in most cases. However, if your consignment has a value of over £100,000 and you wish us to accept liability up to that value we can do this immediately, up to a maximum of £35 million subject to your written request and declaration of value, our written confirmation and your payment of an additional charge (amounts higher than £35 million can be arranged on written application and confirmation). If you would like us to be liable to you on a "New for Old" basis, we are also happy to do this subject to the same conditions.

In Summary

While liability arrangements can be boring to consider, it is essential that you make the right arrangements and we would encourage you to discuss these with our Customer Service team who will also be able to advise you, if you wish, on any liability terms or insurance cover offered by competing moving companies.

Scott's Removals Contract Terms & Conditions

We strongly recommend that You read these Contract Terms & Conditions which form the major part of the contract between us. Our relationship is subject to these terms and they impose certain responsibilities upon You, exclude certain Work and types of consignments and limit Our liability to You in the event of loss or damage.

Introduction

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where We use the word "You" or "Your" it means the Customer: "We", "Us", "Our" or "Scott's Removals" means Scott's Removals (Cadogan Tate Limited t/a). "The Work" means any moving shipping storage or related services which We may carry out under this contract. "The Goods" means any moveable property subject to The Works. These terms and conditions can be varied or amended subject to Clause 24.2 of this Agreement or otherwise subject to prior written agreement. In Clauses 8, 9, 10, and 11 We limit or exclude Our liability for loss and damage. We recommend that You arrange insurance to cover Your goods or premises or alternatively accept our offer of Full Value Protection.

1. Our quotation

- 1.1 Our quotation, unless otherwise stated, does not include insurance, customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies.
- 1.2 Our quotation is valid for ninety days from the date of issue. Unless already included in Our quotation, reasonable additional charges will apply in the following circumstances:
 - 1.2.1 If the Work does not commence within twenty-eight days of acceptance;
 - 1.2.2 Where We have given You a price including redelivery from store within Our quotation and the redelivery from store has not taken place within six months from the date of the issue of the quotation;
 - 1.2.3 Our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges beyond Our control;
 - 1.2.4 The Work is carried out on a day other than a Working day or normal working hours (which are Monday to Friday 08.00-18.00 hours excluding Bank/Public Holidays) at Your request;
 - 1.2.5 We have to collect or deliver The Goods at Your request above the ground floor and first upper floor;
 - 1.2.6 If You or Your agents deliver to or collect from Our warehouse or have access to The Goods whilst they are in store;
 - 1.2.7 We supply any additional services, including moving or storing extra goods (these conditions apply to such work);
 - 1.2.8 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 metres of the doorway;
 - 1.2.9 We have to pay parking or other fees or charges in order to carry out The Work on Your behalf. For the purpose of this Agreement parking fines for illegal parking are not fees or charges and You are not responsible for paying them unless You agree to provide or arrange parking for Us and then do not do so;
 - 1.2.10 There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete The Work;
 - 1.2.11 We agree in writing to increase Our limit of liability set out in Clause 9.1 prior to The Work commencing

2. Work not included in the quotation

- 2.1 Unless agreed by Us in writing, We will not:
 - 2.1.1 Dismantle or assemble furniture of any kind;
 - 2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment;
 - 2.1.3 Take up or lay fitted floor coverings;
 - 2.1.4 Move items to or from a loft, unless properly lit and floored and safe access is provided;
 - 2.1.5 Move or store any items excluded under Clause 4;
 - 2.1.6 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.
- 2.2 Our staff are not authorised or qualified to carry out such work. We recommend that a properly qualified person is separately employed by You to carry out these services.

3. Your responsibility

- 3.1 It will be Your responsibility to,
 - 3.1.1 If you do not instruct us to increase our limit of liability, arrange adequate insurance cover for The Goods against all insurable risks as Our liability is otherwise limited under Clauses 8, 9 and 10;
 - 3.1.2 Obtain at Your own expense, all documents, permits, permissions, licences, and customs documents necessary for The Work to be completed (you may instruct us to do so for you);
 - 3.1.3 Pay for any parking or meter suspension charges incurred by Us in carrying out The Work;
 - 3.1.4 Be present or represented throughout the collection and delivery phases of The Work;
 - 3.1.5 Where We provide You with inventories, receipts, waybills, job sheets or other relevant documents You will ensure that they are signed by You or Your authorised representative as confirmation of collection or delivery of The Goods;
 - 3.1.6 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error;
 - 3.1.7 Arrange proper protection for any of The Goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or contractors are, or will be, present;
 - 3.1.8 Prepare adequately and stabilize all appliances or electronic equipment prior to their being moved;
 - 3.1.9 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents;
 - 3.1.10 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;
 - 3.1.11 Ensure that no children, pets or contractors (other than Us) are present at the work site when We are present and engaged in the Work, or, if present, that they are kept clear of all Our Work areas; We will not be liable for injury or escape under any circumstances and may charge extra for any delay caused to Us by their presence.
 - 3.1.12 Provide Us with a correct and up-to-date contact address, email address and telephone number during The Work;
 - 3.1.13 Declare to Us, in writing, the value of The Goods. If it is subsequently established that the value of The Goods is greater than the actual value You declare, You agree that any liability We may have to You under Clauses 8, 9 and 10 will be reduced to reflect the proportion that Your declared value bears to their actual value.
- 3.2 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 Your failure to discharge these responsibilities.

4. Goods not to be submitted for moving or storage

- 4.1 Unless previously agreed in writing by a director, the following items must not be submitted and will not be accepted for The Work. The items listed under 4.1.1 below may present risks to health and safety and of fire. Items listed under 4.1.2 to 4.1.8 below carry other risks and You should make Your own arrangements for their transport and storage.
- 4.1.1 Prohibited or stolen goods, drugs, pornographic material, 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, tickets, stamps, coins, or goods or collections of any similar kind.
- 4.1.3 Goods likely to encourage vermin or other pests or to cause infestation or contamination.
- 4.1.4 We shall notify You in writing as soon as practicable if any of The Goods, are in Our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests and under what conditions We would be prepared to accept such Goods or whether We refuse to accept them. Should We refuse to accept these goods We will have no liability to You.
- 4.1.5 Food, drink (including wines & spirits) and perishable items and/or items requiring a controlled environment.
- 4.1.6 Any animals, birds, fish, reptiles or plants.
- 4.1.7 Goods which require special licence or government permission for export or import.
- 4.1.8 Any item weighing more than 200 kgs and not specifically mentioned and agreed to in Our quotation.
- 4.2 If You submit such goods without Our knowledge We will make them available for Your collection and if You do not collect them within a reasonable time You hereby authorise us to dispose of them and agree to pay Us any charges, expenses, damages, legal costs or penalties reasonably incurred by Us in doing so.

5. Ownership of The Goods

- 5.1 By entering into this Agreement, You guarantee that:
- 5.1.1 The Goods are Your own property free of any legal charge; or
- 5.1.2 You have the full authority of the owner of The Goods or anyone having a legal interest in them to enter into this Agreement and You have made the owner or anyone having a legal interest in them fully aware of these terms and conditions prior to entering into this Agreement and that they have agreed to them.
- 5.1.3 If at any time following the implementation of this Agreement up to its termination another person has or obtains an interest in The Goods or any of them You will advise Us of their name and address in writing immediately.
- 5.1.4 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 5.1.1 or 5.1.2 is untrue.
- 5.1.5 If You wish to transfer responsibility of this Agreement to a third party You will advise Us in writing giving Us their full name and address. We will issue a new Agreement to them. Our Agreement with You will remain in force until We have received a signed Agreement from the third party acceptable to Us and We confirm to You in writing that the contract has been novated.

6. Postponement or cancellation of The Work

- 6.1 By way of liquidated damages, if you postpone or cancel The Work you agree to pay Scott's Removals a fee, if notice of postponement or cancellation is received by Scott's Removals;
- 6.1.1 less than five working days before scheduled commencement of The Work a sum representing 50% of the charges or
- 6.1.2 if less than one complete working day before scheduled commencement of The Work a sum representing 100% of the charges.
- 6.2 Scott's Removals may at its discretion waive part or all of the above fee if it is able to replace the cancelled or postponed Work with other work at its normal commercial rates.

7. Payment by the Customer

- 7.1 Unless We have previously agreed in writing to allow deferred payment, You must pay for The Work in advance; if We do not receive payment in full before the date The Work is due to commence or any of The Goods are due to be released You will have cancelled the contract, We will not carry out The Work or release any of The Goods and You will be liable for charges set out in Clause 6.
- 7.2 We may grant credit subject to Your formal written application and Our approval and written agreement to terms and credit limits. If We grant credit You must conduct the account within the agreed terms and limits and if You do not do so We will be entitled to restrict suspend or cancel the account and any discounts granted. In this event We shall not be obliged to carry out any further Work and the provisions of Clauses 6, 13, 22 and 23 will be applied.
- 7.3 If You do not pay by the due date You will pay interest on any outstanding balance at 2.5% per month, calculated on a daily basis, plus a debt administration fee of at least £25 per month.
- 7.4 You must pay for storage as set out in the quotation. We will not allow access to or release of the Goods if charges are due from you to Us or any of Our associated companies.
- 7.5 You will not be entitled to withhold any part of the agreed price because You have a claim against Us arising out of this or any other contract.
- 7.6 We accept payment by cash at Our offices only; otherwise We accept payment only by direct debit, credit transfer, cleared/cashier's/certified cheque, Visa/MasterCard credit or debit card, bank draft.
- 7.7 We reserve the right to make an additional charge for accepting payment by credit card, in foreign currency, by cheque drawn on non-UK bank or by cash other than at Our offices and to refuse payment by any means if Your conduct or statements give us reason to believe that such payment may not be honoured or may be recalled, disallowed or reclaimed.

8. Our liability for loss or damage

- 8.1 We do not know the value of The Goods therefore We limit Our liability to a fixed limit per item. The amount of liability We accept under this Agreement is reflected in Our charges for The Work. If You wish Us to increase Our limit of liability per item You agree to pay a higher price for the Work as stated in Condition 1.2.11 (Our Quotation).
- 8.2 Unless otherwise agreed in writing if We are negligent or in breach of contract We will pay You up to £40 for each item which is lost or damaged as a direct result of any negligence or breach of contract on Our part to cover the cost of repairing or replacing that item.
- 8.2.1 Prior to the commencement of The Work and subject to Us having received Your itemized valued inventory We may agree to increase Our liability, for an additional charge. We will not unreasonably withhold consent to such a request. This is not insurance cover and You are strongly advised to accept the Full Value Protection offered in Our quotation. If arranging insurance cover Yourself, You are advised to show this contract to Your insurance company.
- 8.3 For goods destined to, or received from a place outside the United Kingdom:
- 8.3.1 We will only accept liability for loss or damage
- 8.3.1.1 Arising from Our negligence or breach of contract whilst The Goods are in Our physical possession, or
- 8.3.1.2 Whilst The Goods are in the possession of Our appointed agents or shippers if the loss or damage is established to have been caused by Our failure to pack The Goods to a reasonable standard where We have been contracted to pack The Goods that are subject to the claim.
- 8.3.1.3 Where We engage an international transport operator, shipping company or airline to convey Your goods to the place, port or airport of destination, We do so on Your behalf and subject to the terms and conditions set out by that carrier.

8.3.1.4 If the carrying vessel/conveyance, should for reasons beyond the carrier's control, fail to deliver The Goods, or route them to a place other than the original destination, You may have limited recourse against the carrier depending upon the carrier's particular terms and conditions of carriage, and You may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination.

These are insurable risks and it is Your responsibility to arrange adequate insurance cover or accept our offer of Full Value Protection.

8.3.1.5 We do not accept liability for goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless such confiscation, seizure, removal or damage arose directly as a result of Our negligence or breach of contract.

8.3.2 For the purposes of this Agreement an item is defined as:

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

8.3.2.2 Any other object or thing that is moved handled or stored by Us.

9. Damage to premises or property other than goods

9.1 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. Therefore Our liability is limited as follows:

9.1.1 If We cause loss or damage to premises or property other than goods for moving as a result of Our negligence or breach of contract, Our liability shall be limited to making good to a reasonable standard the damaged area only.

9.1.2 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.

9.1.3 If We are responsible for causing damage to Your premises or to property other than The Goods You must note this on the Worksheet or delivery receipt as soon as practicable after the damage occurs or is discovered or in any event within a reasonable time. This is fundamental to the Agreement.

10. Exclusions of liability

10.1 We shall not be liable for loss or damage caused by fire or explosion. It is Your responsibility to insure Your Goods against fire or explosion. If You accept and pay for Our offer of Full Value Protection this exclusion will be null and void.

10.2 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, or other such events outside Our reasonable control.

10.3 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:

10.3.1 Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods including goods left in furniture or appliances;

10.3.2 Moth or vermin or similar infestation;

10.3.3 Cleaning, repairing or restoring unless We arranged for this to be carried out;

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

10.3.5 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container which We have not both packed, and unpacked at the time of delivery;

10.3.6 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage;

10.3.7 For any item which has a pre-existing defect or is inherently defective;

10.3.8 For perishable items and/or those requiring a controlled environment;

- 10.4 For damages or costs resulting indirectly from, or as a consequence of, loss, damage, or failure to produce any of The Goods including but not limited to loss of Use or amenity or to loss of profit or anticipated profit.
- 10.5 No employee of Ours shall be separately liable to You for any loss, damage, mis-delivery, error or omission under the terms of this Agreement.
- 10.6 Where any or all of The Goods are handed out from store Our liability will cease upon handing over to You or Your authorised representative (see Clause 11.1 below).
- 10.7 We will not be liable for any loss or damage caused by Us or Our employees or agents in circumstances where:
 - a) there is no breach of this Agreement by Us or by any of Our employees or agents;
 - b) such loss or damage is not a reasonably foreseeable result of any such breach.
- 10.8 Where claims against Us are made by anyone other than You or Your agent in respect of goods or services provided by Us under this Agreement You will be liable to pay and indemnify Us against any charges, expenses, damages or penalties claimed against Us unless You can prove that We were negligent.

11. Time limit for claims

- 11.1 If You or Your authorised representative collect any or all of The Goods, We must be notified in writing of any loss or damage at the time they are handed to You or Your authorised representative.
- 11.2 For any or all of The Goods which We deliver, You must notify Us in writing of any visible loss, damage or failure to produce at the time of delivery.
- 11.3 Notwithstanding Clauses 8, 9 and 10 We will not be liable for any loss of or damage to The Goods We have delivered unless a claim is notified in writing to Us, or to Our agent or the company carrying out the collection or delivery on Our behalf, as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of delivery.
- 11.4 The time limit for notifying Us of Your claim may be extended upon receipt of Your written request provided such request is received within seven (7) days of delivery. Consent to such a request will not be unreasonably withheld.
- 11.5 If You have a claim for damage You must provide Us with access to assess it within 8 Weeks of discovery.
- 11.6 We shall not be responsible for any claim not fully quantified by You within 1 year of discovery.

12. Delays in transit or completion of unpacking

- 12.1 Other than by reason of Our negligence or breach of contract, We will not be liable for delays in transit.
- 12.2 If through no fault of Ours We are unable to deliver The Goods as planned, We will place them in storage. The Agreement will then be fulfilled and any additional service(s), [including storage and delivery, will be at Your expense].
 - 12.2.1 If We have contracted to unpack but You tell Us not to complete the unpacking on completion of the delivery phase, by having offered to complete the unpacking and having been instructed not to, We will have fulfilled Our unpacking obligations under the contract and will not be obliged to return to complete the unpacking later, but will provide at no extra charge a single return visit to collect cartons and packing materials left on site if they are within 20 miles of one of Our depots. We may charge for all materials and equipment left on site at Your request and not returned to Us within 28 days.

12.3 Any transit times quoted by Us are estimated and based upon information known to Us at the time. Transit times may vary due to a number of factors outside Our control including but not limited to changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company and port congestion. We will advise You of any material changes to the transit times as soon as We become aware. We will not be liable for any loss or damage incurred by You as a result of delays in transit time unless directly attributable to Our negligence or breach of contract.

13. Our right to hold The Goods (lien)

“Lien” is the legal right of the remover storer or shipper to hold goods until the customer has paid all outstanding charges. We shall have a right to withhold and ultimately dispose of some or all of The Goods if You fail to pay the charges and any other payments due under this or any other Agreement whether with Us or any of Our associated companies. (See also Clause 22). These include any charges that We have paid out on Your behalf. While We hold The Goods You will be liable to pay all storage charges and other costs including administrative and legal costs reasonably incurred by Us in recovering Our charges and applying Our right of lien. These terms and conditions shall continue to apply.

14. Disputes

If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it to the BAR Independent Alternative Dispute Resolution Scheme operated by The Property Ombudsman. Details of the scheme are available upon request from the BAR, Telephone 01923 699486, E Mail consumer.affairs@bar.co.uk. This scheme does not prejudice Your right to commence Court proceedings.

15. Our right to sub-contract The Work

15.1 We reserve the right to sub-contract some or all of The Work.

15.2 If We sub-contract, then these conditions will still apply.

16. Our operational discretion

16.1 We have the right to choose the method and route by which to carry out The Work and the location in which We store The Goods.

16.2 Unless it has been specifically agreed otherwise in writing in Our quotation, other space, volume or capacity in Our vehicles and/or containers or storage facilities may be used for other customers' consignments.

16.3 We have the right to open any container or room at any time for any reason and to extract, move, unpack, inspect, re-pack and relocate any Goods being moved, shipped or stored.

16.4 We may at Our discretion and on reasonable notice vary any timetable or resource levels previously agreed by Us although We will always aim to start and complete The Work as close as reasonably possible to the agreed times, subject to operational constraints and *force majeure*.

17. Advice and information for International Removals

We will use Our reasonable endeavours to provide You with up-to-date information to assist You with the import/export of The Goods. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is Your responsibility to seek appropriate advice to verify the accuracy of any information provided.

18. Applicable law

Any dispute between Us will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts. If You currently reside or are moving to a place outside the jurisdiction of the Courts of the United Kingdom, alternative laws or jurisdiction of local Courts may apply subject to Our written agreement prior to The Work or services commencing.

19. Your forwarding address

19.1 If You instruct Us to store The Goods, You must provide a correct and up-to-date E Mail and postal address and telephone number and notify Us of any change. E Mails will be considered to have been received and read by You if they are sent to Your last E Mail address as recorded by Us and not returned as undelivered. All postal correspondence and notices will be considered to have been received by You seven days after sending by first class post to Your last address as recorded by Us.

19.2 If You do not provide E Mail and postal addresses or respond to Our correspondence or notices, We may publish such notices in a public newspaper in the area to or from which The Goods were removed. Such notice will be considered to have been received by You seven days after the publication date of the newspaper. Note: If We are unable to contact You, We will charge You any costs incurred in establishing Your whereabouts.

20. List of goods (inventory) or receipt

Where We produce a list of The Goods (an inventory) or a receipt and send it to You, it will be accepted as accurate and definitive unless within 10 days of the date of Our sending it, or within a reasonable period agreed between Us, We receive Your written advice notifying Us of any errors or omissions.

21. Revision of storage charges

We revise Our storage charges periodically. You will be given 30 days' notice in writing of any increases.

22. Our right to sell or dispose of The Goods

If payment of Our charges relating to any or all of The Goods is in arrears, and on giving You three months' notice, We are entitled to require You to remove The Goods from Our custody and pay all money due to Us. If You fail to pay all outstanding amounts due to Us, We may sell or dispose of some or all of The Goods without further notice. If in Our reasonable opinion or the opinion of a competent adviser any item or goods is or are either of no resale value or the costs of sale would exceed the likely benefit obtained, We are then entitled to dispose of such goods or items as We see fit. If We do sell Your goods We shall make reasonable efforts to sell in the appropriate market, however We shall not be obliged to take any steps other than those which may be reasonable in this respect and We shall have no obligation to seek any expert opinion before any sale is effected nor shall We be liable to You if for any reason the sale does not realise any particular or anticipated or estimated valuation. We shall be entitled to make a reasonable charge for valuation (if appropriate), administration, delivery and all other Work in relation to sale or disposal and You will be liable to us for these costs. Any net proceeds will be credited to Your account and any eventual surplus will be paid to You without interest. If the full amount due is not received, We may seek to recover the balance from You.

23. Termination

If payments are up to date, We will not end this contract except by giving You three months' notice in writing. If You wish to terminate Your storage contract, You must give Us at least 10 Working days' notice (Working days are defined in Clause 1.2.4). If We can release The Goods earlier, We will do so, provided that Your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

24. Severability & right to vary Contract

- 24.1 If any provisions of the Contract or these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract or these Conditions and the remainder of the provision in question shall not be affected.
- 24.2 Storage contracts may last for lengthy periods and We may need to change the terms under which We provide services. We therefore reserve the right to change these conditions of business, after goods are received for storage, by E Mailing or posting the changed conditions to Your address as recorded on Our files. They will take effect 28 days after issue. If You leave Your property in store after that date then You agree to the changed conditions.

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FULL VALUE PROTECTION TERMS

Where You have opted for Full Value Protection and paid the Full Value Protection charge, then the following Clause shall be incorporated into Our contract with You. It shall be construed as if it were added to the Scott's Removals Contract Terms & Conditions and if there is any conflict between this Clause and the terms of Clause 8, 9 or 10 of the Scott's Removals Contract Terms & Conditions then this Clause shall prevail.

25 Full Value Protection

- 25.1 "Full Value Protection" means an agreement under which the limits of Our liability set out in the Scott's Removals Contract Terms & Conditions are altered so that We potentially become liable for loss or damage up to the agreed value for a particular consignment.
- 25.2 We shall not be liable for Full Value Protection, and Our liability shall continue to be dealt with in accordance with the unamended Scott's Removals Contract Terms & Conditions unless and until You have opted for Full Value Protection and declared a value for the consignment and You have paid Our fee and We have agreed in writing, to accept liability up to the value You have proposed by issuing You with a confirmation.
- 25.3 Notwithstanding that Full Value Protection has been agreed between You and Us, Our potential liability shall remain as per the terms of the unamended Scott's Removals Contract Terms & Conditions unless and until all charges due to Us have been paid in full. Once all charges due to Us have been paid in full, We shall accept liability in accordance with Full Value Protection, as per the balance of this Clause 25, for any loss and damage which arises after the date of final payment.
- 25.4 As long as all Our charges have been paid in full, We will continue to be liable as long as the consignment is in Our custody or control.
- 25.5 Where the contract with You involves both moving and storage by Us, We can only agree to Full Value Protection, as per the balance of this Clause 25, for all stages of the process and not for transit or storage alone.
- 25.6 There are limits as to when We can agree Full Value Protection. Where We agree to provide self-storage or storage for You following transit/packing by another party or where We contract to move goods following storage and/or packing by another party, We cannot offer Full Value Protection. However, We do have some tailor-made solutions for such circumstances. If this is the situation in which You find yourself, please contact Us and We can discuss the options available.
- 25.7 Even under Full Value Protection, Our liability to You will not exceed the sum which You originally proposed, subject to the operation of Clause 25.9 below, as the value of Your goods and which We have agreed.
- 25.8 If You have under-valued Your goods, Our liability in accordance with these Full Value Protection provisions shall be reduced from the total claim by the same proportion as the declared value of The Goods bears to the actual value of The Goods.
- 25.9 It is Your responsibility to provide complete and accurate information to Us at the start and throughout the life of this Agreement. Failure to declare material information could invalidate Your ability to claim against Us. If Your consignment is in storage, unless You instruct Us not to, We will, on January 1st each year, increase the value of the consignment by the higher of the most recently available UK Consumer Price or Retail Price Index. We have no further duty to review the value if its value increases materially for any other reason. You should review the declared value to ensure that it remains adequate.
- 25.10 The limit of liability provided for by Clause 8.2 of the Scott's Removals Contract Terms & Conditions shall not apply where Full Value Protection has been agreed in accordance with this Clause 25.
- 25.11 Where a claim arises, We shall be entitled to replace or repair the item, at Our option or to pay You compensation at a level equivalent to the cost of repair or replacement. The replacement value will take into consideration the age, quality, degree of use and consequent market value of any item.
- 25.12 When a lost or damaged item is part of a pair or set we shall be liable only for that item except when it is antique or an original work of art.

- 25.13 If agreement has been reached between You and Us to provide Full Value Protection on a "New for Old" basis and the supplementary Full Value Protection fee has been paid, then in the event of the loss or destruction of any item for which We are liable under this Agreement (except clothing & household linen), the basis of settlement shall be the cost of replacing it as new provided that the replacement is substantially the same as but not better than the original when new. For clothing & household linen We will take into consideration the age, quality, degree of use & consequent market value of such items.
- 25.14 We shall not under any circumstances be liable for loss or damage to any item or goods falling within the following classes of goods, even where their loss or damage arises from Our negligence:
- 25.14.1 Jewellery, cameras, watches, precious metals & precious stones, money, negotiable documents, tickets, deeds, bonds, securities, coins, medals, stamps of all kinds, except whilst in store in locked safe(s) or strong-room(s). Plants, foodstuffs, livestock, pets and their cages or tanks. Furs, perfumery, tobacco, cigars, cigarettes, wines, spirits & the like, except whilst carried or stored in the course of a household or office move, although we shall not under any circumstances be liable for any deterioration in the condition of such items.
- 25.14.2 Furniture made of MDF and/or not specifically designed for regular dis-/re-assembly;
- 25.14.3 Goods removed or delivered from or to premises where third parties are present without Our prior written consent, or to premises which are unattended;
- 25.14.4 The contents of any wardrobe, drawer, package, bundle, case/container not both packed and unpacked by Our employees/agents unless the loss of or damage to such contents is proved beyond all reasonable doubt to have been caused by the actions of Our employees/agents.
- 25.14.5 We shall not, under any circumstances, be liable in respect of any of the following even if the same arises from Our negligence:
- 25.14.6 Wear & tear, gradual deterioration (including contents of deep freeze units);
- 25.14.7 Loss or damage caused by vermin, moth or other insects, damp, mildew, rust, climatic or atmospheric causes, leakage of liquid from any receptacle or container;
- 25.14.8 Damage to goods which are brittle or which have an inherent defect or which have been previously damaged and repaired;
- 25.14.9 Mechanical and/or electrical damage and/or derangement of clocks, barometers, refrigerators, freezers, washing machines and other electrical appliances, radios, televisions, videos, sound recording or reproduction equipment, sewing machines, typewriters, accounting machines, computer & related equipment, scientific and/or musical instruments, unless as a direct result of external physical damage of such items and unless such damage or derangement is the direct result of inadequate packing and/or rough and/or incorrect handling by Us;
- 25.14.10 Loss/corruption of data except the loss of blank data storage media. (You are strongly advised to make back-up copies of all software & data.);
- 25.14.11 Consequential loss of any kind or description, including but not limited to loss of profits and loss of market;
- 25.14.12 Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Terrorism, Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power. This exclusion shall not apply to overseas moves whilst your property is waterborne;
- 25.14.13 Loss or damage from: (a) ionising radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (b) radioactive, toxic, explosive / other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 25.14.14 Loss or damage caused by pressure wave(s) caused by aircraft or aerial device;
- 25.14.15 Confiscation or seizure of goods by Customs or Government Agencies.
- 25.14.16 For overseas moves only, We shall have no liability, even when due to Our negligence, for the breakage, scratching, denting, chipping, staining and tearing of owner packed effects, including trunks, suitcases and the like or for the loss of any items unless You supply Us with a valued list of contents prior to commencement of transit and this list is approved by Us.

EXCLUDED SERVICES

Clause 2 of the Scott's Removals Consumer Terms excludes certain work. This is in the interests of health, safety or the avoidance of damage to property or buildings. Without prejudice to this clause, for the sake of clarity we set out below the practical implications of this clause, based on our experience of thousands of moves.

We will not, unless we have agreed in writing to do so in a formal letter or contract variation agreement,

Dis-assemble or re-assemble appliances or fitted/system/MDF furniture

Take-up, lay or re-lay fitted floor coverings

Hang pictures and other wall hung items

Disconnect or reconnect, as it may not be safe or legal for us to do so,

- Wired-in electrical appliances or fittings
- Plumbed-in appliances/fittings
- Any gas fired appliances

Set up televisions, audio systems, home entertainment systems, computers or peripherals

Dig up/plant trees or plants and dis/re-assemble greenhouse or garden contents/equipment

Use a customer's vehicles, plant, tools or equipment to carry out the move

Move

- Items to, from or through lofts, balconies, cellars, outbuildings or other areas where safe or clear access is not available
- Safes, AGAs, Rayburns or similar, night storage heaters or other items that weigh more than 200kg or which are so dense or awkward in shape that they cannot be moved without risk of injury or damage
- Animals, pets or their tanks, cages, etc.
- Plants of more than 2 metres in their longest dimension

Store

- Plants (these should be stored with a professional nurseryman)
- Liquids, aerosols, organic, volatile, corrosive, caustic, flammable or explosive materials
- Food and drink, including wines and spirits

Do Building Work

- Except that if during the course of the move it is necessary to remove or modify a window, door frame or other building component in order to facilitate access either by hoist lift or otherwise, we may at our discretion either engage a builder at your expense to do this work or carefully undertake this work ourselves.
- On completion of the move use our best endeavours to re-instate the building component affected but we will not be responsible for making good, or for the cost of making good by others, of the item if damaged, or its decoration or surrounds.

Please note that if any of our employees agrees to do any of these things without our written agreement by formal letter or contract variation agreement you will not be entitled to claim against us for any loss or damage or injury that may arise.

YOUR RESPONSIBILITIES BEFORE, DURING & AFTER THE MOVE

Under clause 3 of the Scott's Removals Consumer Terms you agree to accept certain responsibilities in the best interests of health, safety, security, performance and the avoidance of damage to property or buildings. Without prejudice to this clause, for the sake of clarity, we set out below its practical implications, based on our experience of thousands of moves.

Unless we have agreed otherwise in writing in a formal letter or contract variation agreement, you should ensure that you have, before the move,

- Arranged adequate insurance cover of your property against all insurable risks if you do not accept the option of Full Value Protection
- Declared in writing to us the value of the goods; a correct valuation is especially important for you to obtain full indemnity if you accept the option of Full Value Protection option.
- Obtained all necessary permits, permissions, licences, and Customs documents necessary for the work to take place
- Prepared and stabilized all appliances and equipment, to include emptying, defrosting, cleaning, drying and clearing of contents or residual fluid; this includes but is not limited to refrigerators, deep freezers, washing machines, dishwashers, hosepipes and powered lawn mowers;

and during and after the move you should ensure that you (or a responsible representative) will

- Be present throughout the collection and delivery phases and will sign any inventory, waybill, job sheet or other relevant document confirming collection or delivery;
- Check at the end of each phase of the move that nothing that should be removed is left behind and nothing is taken away in error – this is your responsibility and cannot be delegated to us;
- Arrange proper protection for any property left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or other contractors are, or will be, present;
- Arrange that no children, pets or other contractors are present at the work site. If this is not possible you must ensure that they are kept away from all our work areas at all times, reducing the risk of injury, escape, obstruction and delay (which may be charged for);
- Provide us with a correct and up-to-date contact address, email address and telephone number.

OUR CHARGE FOR THE MOVE OUT OF STORE

When we provide a quotation which includes a move to store, storage and a move out of store, the price for the move out of store is indicative only. It is based on the estimated number of containers being delivered, within six months of the date of the quotation, to the address or area which you advised us you intended to move to, not above the second floor, during working weekdays other than Fridays or Quarter Days or month ends, with an Unpack Fragiles Service.

There will be an increase in the charge if we deliver

- more containers or loose items,
- to a different location or multiple locations,
- to floors above the second,
- on Fridays, Quarter Days, month ends, weekends or Public Holidays or outside business hours
- if we provide a Full Unpack

□ if the move from store is beyond six months from the date of our quotation.

If our price varies we will advise you when we confirm your move from store.

The British Association of Removers CODE OF PRACTICE

As approved by the Board of Directors on 10 March 2016



FOREWORD

For over 100 years the British Association of Removers (BAR) has been the recognised voice of the professional moving and storage industry in the United Kingdom.

BAR Members range in size from small family businesses to multinational companies, but involvement in the industry alone does not qualify a company for membership. BAR inspects and investigates all potential Members and matches them against criteria for membership that cover premises, vehicles, staff, operational procedures and insurance arrangements. BAR also has a programme of ongoing inspection during membership to ensure standards are maintained. Through this programme and through this TSI Approved Consumer Code of Practice Scheme, BAR constantly seeks to raise standards in the industry so Customers may receive the most efficient and trouble free move possible.

This Code applies to all furniture removal activities for UK consumers dealing with a UK based BAR Member.

BAR and its Members recognise that moving home is a stressful experience and the purpose of this Code is to ensure that Members trade in a fair and reasonable manner. In the event that this does not happen, the Code sets out in-company procedures that should enable complaints to be resolved. If this fails, then BAR as Code Sponsor provides a low cost independent Alternative Dispute Resolution (ADR) scheme aimed at resolving problems quickly and fairly. Under this scheme the case will be determined by an independent accredited ADR organisation.

There is a range of disciplinary processes and sanctions built into the Code including expulsion for persistent or serious failure to comply with the Code.

Only bona fide Members of BAR, or approved partners, may legally use the BAR logo on vehicles, signage, websites, letterheads and promotional or packaging material.

Compliance with this Code is mandatory upon BAR Members who are also required to advertise their adherence to this Code.

You may always contact BAR Head Office on 01923 699480 to check that the company is a Member or you can visit the BAR website at www.bar.co.uk

No Code of this kind can lay down detailed rules of behaviour to cover every occasion. The Code's effectiveness is dependent on the observance of its provisions in the spirit as well as the letter. Compliance with this Code by Members of BAR is a powerful factor in maintaining and raising standards in the professional removal industry.

1. STANDARD OF SERVICE

Members must be clear and open in their dealings with Customers. They must not knowingly misrepresent facts to a Customer concerning any aspect of a removal transaction. Members must behave at all times with honesty and integrity

in all their dealings with their Customers and the general public. (e.g. by providing Customers with clear information, avoiding making additional charges for "hidden extras", and acting fairly and responsibly when dealing with reasonable Customer concerns)

Members shall maintain a high standard of service to Customers, trade fairly and responsibly and shall not conduct their business in any manner that would bring the Association or its Members into disrepute.

Members shall:

- 1.1. Safely handle and adequately protect Customers' effects for transport and/or storage to minimise the possibility of accidental damage.
- 1.2. Comply with all relevant statutory and regulatory requirements (see Annex) and ensure that their staff are aware of the requirements relevant to their jobs.
- 1.3. Carry out an accurate assessment of the work required and provide fixed price written Quotations without charge.

Quotations shall include a clear description of the work to be undertaken through the use of a service specification or equivalent.

If the items to be moved have been identified by way of a list, then the Member must make it clear that the quotation applies only to the removal or storage of those items listed.

- 1.4. Provide relevant advice and information to the Customer free of charge prior to, during and after the removal takes place.
- 1.5. Ensure that all staff are sensitive to the needs of, and offer additional help to vulnerable Customers, e.g. those for who English is not their first language, those with reading difficulties, or the physically disabled.
- 1.6. Ensure that all employees are fully aware of the terms of the Code relevant to them and that they play their part in ensuring that the Member complies with the Code.
- 1.7. Ensure that all Customers are made aware of the Code of Practice and the Member's mandatory adherence to it. This should be by distribution of a BAR Code leaflet or Member's own company literature.
- 1.8. Comply with BAR requirements for the independent monitoring of Customer satisfaction.
- 1.9. Not refuse to release goods for which they have no contractual liability and where no legal right (lien) exists whilst acting as a subcontractor or destination agent.

2. ADVERTISING

- 2.1. All advertising and marketing material must be clear, legal and truthful. It must not be misleading, for example by containing false statements, concealing or leaving out important facts, promising to do something there is no intention of doing, or creating a false impression even if everything stated is literally true. It must be compliant with all relevant UK legislation (see Annex).
- 2.2. Where a Member uses an additional or alternative trading name all advertising and marketing material must clearly show the link or relationship with the Member.
- 2.3. Advertisements and marketing material shall display the Member's BAR membership number in conjunction with the BAR logo.

3. THE CONTRACT

Members shall provide the Customer with a clear description of the services to be delivered (The Quotation) and use fair and plain contract conditions which clearly set out the rights and obligations of each party. *[BAR publishes model Terms & Conditions which are available for use by Members]*

The Contract issued by the Member must comply with the Unfair Terms in Consumer Contract Regulations (UTCCR) 1999.

The Contract must:

- 3.1. Show the name and address of the Member
- 3.2. Describe the services to be provided for the price(s) quoted, and identify clearly those services which are excluded e.g. onward delivery following a period of storage.
- 3.3. Provide clear information on the removal plan, itinerary or schedule, especially in respect of timings where a part load or groupage service is applicable.
- 3.4. Describe the terms of payment.
- 3.5. Identify the circumstances under which any additional charges may arise, e.g. storage and redelivery charges when initial delivery cannot be made for reasons beyond the control of the remover.
- 3.6. Draw the Customer's attention to any services which the Customer might expect to be offered but which would not normally be provided by the remover (e.g. disconnection and/or reconnection of kitchen and other household appliances; taking down and re-hanging curtains; clearing out cellars, lofts and attics; dismantling and/or erecting bedroom and kitchen furniture, children's climbing frames, greenhouses, garden sheds, etc).

- 3.7. Provide the Customer with a copy of the full contract Terms & Conditions and in particular draw the Customers' attention to those clauses relating to cancellation/postponement rights and charges, limits of liability and the time limit for making claims.
- 3.8. Provide clear information to Customers regarding the provisions for protecting and refunding pre-payments and deposits.
- 3.9. Incorporate an Acceptance form for the Customer's written agreement to the costs and services defined in the Quotation, and to the Terms and Conditions of the Contract.

4. INSURANCE & OTHER PROTECTION OPTIONS

All BAR Members must offer to their Customers EITHER: Insurance against loss or damage to household goods and personal effects OR Other protection options

4.1. Insurance

If the Member makes an insurance sale or offer such insurance must meet the Minimum Standards of Insurance set by the Association

4.2. Other protection options

If insurance cover is not offered or arranged as above then, subject to a declaration of value by the Customer, the Member must accept liability under the terms of the Removal Contract. The Member must itself have in place insurance sufficient to meet such liability as specified in the Minimum Standards of Liability Insurance set by the Association. (available upon request).

4.3. Members shall have in place Public Liability insurance to the level set by the Association.

5. PREMISES AND RESOURCES

5.1. Vehicles and Equipment

Vehicles used should be presentable, roadworthy and suitable for removal work. Equipment must be suitable and adequate for the work undertaken.

5.2. Offices and Warehouses

5.2.1. Members shall operate from an established commercial place of business and comply in full with all regulations.

5.2.2. Members shall have a dedicated and well maintained office area with reasonable access for the Customer.

5.3. Staff

5.3.1. All staff employed, contracted or hired by the Member shall be presentable, polite and reliable.

5.3.2. An induction programme shall be in place for all staff.

5.3.3. All staff shall be suitably qualified by means of an initial period of relevant training or adequate professional experience.

5.3.4. A continuing training programme shall be in place.

5.3.5. The company shall maintain a written record of the training undergone by each employee, including safety related training.

5.3.6. Where temporary staff are used, Members shall ensure that they are suitably qualified and/or supervised by full time employees.

6. CANCELLATION OR SIGNIFICANT ALTERNATION BY MEMBER

The Member shall not cancel or significantly alter services previously confirmed in writing by the Member unless it is necessary to do so as a result of reasons beyond the Member's reasonable control, such as war or threat of war, riot, civil strife, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions.

6.1. The Member shall agree and confirm in writing to the Customer a timetable and description of services to be provided, and if for any reason these are significantly altered by the Member the Member shall give the Customer as much notice as possible of the changes.

6.2. Other than for reasons beyond the Member's reasonable control, if a Member does cancel services previously confirmed in writing, and for which a formal contract exists, the Customer shall be informed without delay and paid within 5 working days of the date of notification

EITHER:

If the cancellation occurs more than 10 working days before the agreed date for the work, a refund of 100% of all monies paid

If the cancellation occurs within 10 working days or less before the agreed date for the work, a refund of 150% of all monies paid with the exception of any VAT or insurance charge that exceeds that shown on the original removal quotation

OR

If monies have not been paid, the Member shall pay all reasonable costs incurred by the Customer as a direct result of the cancellation

6.3. If a Member does make a significant alteration to the agreed timetable or services within 10 working days of the agreed date for the work, the Customer shall be informed without delay and given the choice of one of the following:

- accepting the alteration.
- cancelling the agreed services and receiving within 5 days a full refund of all monies paid.

- in the event that the work has already commenced, payment of all reasonable costs incurred by the Customer as a direct result of the alteration.
- 6.4. Where agreed services cannot be delivered because of company failure (e.g. liquidation or bankruptcy) BAR will endeavour to obtain the services of another BAR Member to complete the contract.
- 6.5. In the event that arrangements in 6.4 above are not feasible and pre-payments have been made which cannot be refunded by the Member because of company failure, the Customer may apply for recompense from the BAR Pre-Payment Protection Scheme.

The BAR PPP Scheme is subject to terms and conditions available upon request.

7. COMPLAINTS, DISPUTES AND CLAIMS

- 7.1. Members must have in place responsive and user friendly procedures for dealing with Customer complaints.
- 7.2. The Member must ensure that all staff are instructed in the handling of complaints. Staff should always adopt a friendly positive approach and avoid a negative attitude when handling a complaint.
- 7.3. Members must ensure that all staff are able to provide the name and contact details of the member of staff to whom complaints should be referred.
- 7.4. An acknowledgement of a complaint must be provided within 3 working days with an endeavour to resolve the matter within 8 weeks from the date of receipt of the complaint. If at the end of 8 weeks the matter has not been resolved the Member should advise the Customer of the availability of the BAR ADR service (as described in the Foreword.)
- 7.5. All members shall maintain a complete record of complaints from which an analysis of activities covered by the Code can be obtained. Members should take action based on this information to improve their level of service to Customers. Members should review their complaints log on a regular basis and make these available to an Association auditor upon request.
- 7.6. Members shall co-operate with Customers, their advisors and the Association in the resolution of complaints and/or the handling of liability / insurance claims.

8. DISPUTES

In the event of a dispute relating to the provision of a service covered by this Code, which cannot be resolved, either the Customer or the Member may refer it to the low cost independent Alternative Dispute Resolution (ADR) provided by the Association. Referral of a dispute to the ADR scheme does not prevent the Customer from taking subsequent legal action.

The Member must accede to participation in the scheme if the Customer so requests. Under this scheme, the case will be determined by an accredited independent ADR organisation. Recourse to the independent ADR scheme is subject to certain limits, current details of which are available upon request from BAR. Tel: 01923 699 486, Fax: 01923 699 481, Email: consumer.affairs@bar.co.uk.

The scheme is an effective and user friendly alternative to the County Court small claims procedure. Any award made under this scheme will be binding upon the BAR member. The consumer is free to reject the Ombudsman's decision or withdraw from the Ombudsman's process at any time. The BAR Independent Alternative Dispute Resolution scheme is provided by;

The Property Ombudsman (TPO)
Milford House
43-55 Milford Street
Salisbury SP1 2BP
Telephone 01722 333306 Email www.tpos.co.uk



- 8.1. The Member's participation and co-operation in the ADR process shall be mandatory.

9. INFRINGEMENT AND ENFORCEMENT

BAR, as Code Sponsor, will investigate all alleged breaches of this Code.

An independent Disciplinary Committee ensures that the Code is enforced effectively and disciplinary procedures are effective, fair and impartial. In addition the Committee deals with serious cases of non-compliance with the Code. Where a potential breach of this Code has been identified during the course of investigating a consumer complaint, BAR will normally endeavour to resolve the complaint before addressing the alleged breach.

- 9.1. The Member against whom the allegation has been made shall provide a detailed response to the Association, within 14 days
- 9.2. If the facts alleged against the Member are adjudged to constitute infringement of this Code, either the Association or the Disciplinary Committee shall have the power to impose any of the following sanctions:
Informal reprimand | Written warning | Re-inspection | Improvement notice | Fine | Compulsory retraining

Naming and shaming | Suspension of services to the member | Termination of membership

Any investigation or disciplinary action taken by the Association will be subject to periodic review by the Disciplinary Committee.

- 9.3. The Association has at all times the discretion to refer any alleged breach directly to the Disciplinary Committee
- 9.4. Where a sanction has been imposed by the Association the Member must within 14 days of the service of the notice:
accept the sanction OR request that the matter be referred to the Disciplinary Committee
- 9.5. Where the Member fails to comply with Clause 9.4, the Association shall refer the matter to the Disciplinary Committee.
- 9.6. The decision of the Disciplinary Committee will be final.

Annex

Current relevant statutory and regulatory requirements referred to in the Code include, but are not limited to:

- Consumer Protection from Unfair Trading Regulations 2008
- Unfair Terms in Consumer Contract Regulations 1999 (Prior to 5th October 2016)
- The British Code of Advertising Sales Promotion and Direct Marketing
- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Health & Safety regulations
- Transport legislation governing the operation of goods vehicles
- Sale of Goods Act 1979 (Prior to 5th October 2016)
- Consumer Rights Act 2016 (After 5th October 2016)
- Supply of Goods and Services Act 1982 (Prior to 5th October 2016)

Definitions

For the purposes of this Code, definitions are as follows:

Acceptance	The formal written confirmation by a Customer of acceptance of a Quotation and the Terms and Conditions of the Contract
Advertising	The promotion of removal services on websites or in any printed, viewable, audible or other form in order to attract business.
Alternative Dispute Resolution (ADR)	Alternative dispute resolution is the collective name given to several methods of dealing with disputes without going to court.
Association	The British Association of Removers.
BAR	The British Association of Removers.
Contract	Document comprising an offer to provide removal and/or storage services at a specified price, and incorporating an Acceptance Form for completion by the Customer .
Customer	A private individual who contracts with a Member for the removal, storage or shipping of his/her household and personal effects.
Disciplinary Committee	An independently chaired committee which deals with serious cases of non-compliance with the Code and ensures that the Code is enforced effectively and disciplinary procedure are effective, fair and impartial.
Member	A UK based removal company which is a member of the British Association of Removers and as such a subscriber to this Code
Pre-payment Protection Scheme	A scheme under which Customers who have paid in advance for removal services and who are unable to claim a refund as a result of company failure on the part of the Member, may apply to have their money refunded.
Quotation	A communication in any printed, viewable, audible or other form which specifies the price for removal services offered by a Member in sufficient detail to allow a Customer to reliably purchase such services without obtaining additional information from the Member.
Significant Alteration	A change of date or a change to the agreed removal plan or timetable or services to be provided.
Terms & Conditions	A document forming part of the Contract which sets out the rights and obligations of each party.

Nothing contained in this Code affects the contractual or statutory rights of the Member or the Customer. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau 'Advice guide' service by visiting www.adviceguide.org.uk. For more information on the BAR/TSI Code of Practice, please contact the BAR Commercial department on Tel: 01923 699 483 or E: commercial@bar.co.uk

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THE BRITISH ASSOCIATION OF REMOVERS



Advanced Payment Guarantee for Overseas Moves

Over the years, a number of international moving companies have failed financially. The result had been that shipments for which the client has prepaid are “stuck” either still in the UK, on ship or with agents abroad with no one willing to handle the shipments without the certainty that they will be paid. Customers have therefore been called upon to pay again to get their shipment completed.

Recognising that this was an unacceptable position for its clients, in 1981 the specialist overseas movers who form the British Association of Removers Overseas Group established International Movers Mutual Insurance Company (IMMI) in Guernsey to provide an Advanced Payment Guarantee (APG) protecting clients of its members against the risk of financial failure. Most, but not all, BAR Overseas Group Members now provide cover to BAR's requirements through IMMI.

So today, if a BAR member who has obtained an Advanced Payment Guarantee from IMMI fails financially, the Advanced Payment Guarantee will either (at the sole discretion of the APG provider):-

A) Complete the removal contract subject to a limit on cost of 125% of the advanced payment.
OR

B) Refund the proportion of the advanced payment which relates to services yet to be provided.

In addition, where the failed member has accepted liability for loss or damage in transit, the APG provider will either:-

A) Endeavour to arrange continuing cover at no cost to the Client.
OR

B) Refund any prepayment made by the Client for such cover.

It should be noted that the Advanced Payment Guarantee does not cover:-

A) Contracts where the advanced payment has been made by credit card. Clients will have recourse against the credit card company.

B) Advance payments not made by the client personally, such as payments by a company or an employer on behalf of the client.

C) Commercial goods, inheritances, cars where not part of a shipment of household goods and effects and similar non-domestic items.

Usually, however, the APG provider will continue to manage the shipment to completion, subject to agreement to reimburse the costs incurred by them.

Claims handling in such circumstances will be carried out by appointed representatives of the BAR Overseas Group who all have extensive experience in the overseas moving industry.

When considering other quotations and before committing to any prepayment, it is worth remembering that BAR Overseas Group members renew their APG annually. Each one is strictly financially vetted and you can ask to see their current Membership Certificate so there is no safer way to carry out your removal overseas. Using a BAR Overseas Group member gives you valuable peace of mind.

The IMMI website contains a list of members to whom it has issued current Advanced Payment Guarantees.

For more information on IMMI, please visit www.immicl.co.uk or contact IMMI by e-mail to immi@willis.com.