



Terms of Business

Introduction

These conditions explain the rights, obligations, & responsibilities of all parties to this Agreement. "You" or "your" means the Customer: "We", "us", "our", "Wise Moves" or "Eco Movers" means Eco Movers Limited. "Work" means moving, shipping, packing, storage or related services. These terms & conditions can be varied or amended subject to prior written agreement. We draw your attention to Clauses 8, 9, 10 & 11 which limit our liability & you should therefore consider specialist insurance to cover your goods or premises. Our Financial Conduct Authority authorised & registered Group insurance broker Cadogan Tate Insurance Services Limited can arrange such insurance on your behalf. If arranged this insurance will form a separate agreement between you & the Insurers & separate conditions will apply. We aim to reduce use of natural resources so many of our records are electronic & thus when we refer to documents of any sort in this agreement this includes emails, website pages or screen/memory of handheld portable computing &/or communications devices.

1. Basis for & Payment of Our Charges

- 1.1 We usually provide service without an advance site survey. Our charges are based on actual materials used & labour & vehicle time taken to complete Work plus a charge per mile when travelling outside the M25. Our time-based charges start from arrival at first collection point & end at departure from last delivery point. They includes all travelling time including & time spent in traffic, any time spent maintaining the vehicle's load-space in a tidy & safe condition as necessary throughout & at the end of Work, refuelling the vehicle if Work involves travel of more than 50 miles, time spent at warehouse if Work involves goods in store (weekend collection / delivery involves increased time & cost). Materials & mileage charges are as set out on Our website at the time of order; the time charge per man & vehicle will be confirmed to You at the time You place your order.
- 1.2 You will pay 50% of the estimated cost of the move at the time of booking & 50% the day before. Any further charges / credits that become due will be presented for approval by your card issuer during the move & will be charged / credited to your card account on completion. We reserve the right to suspend Work should such approval for additional charges not be received.
- 1.3 If you book via Our website / ask Us on the telephone We will give you an estimate & breakdown of Our charges & the deposit We require. As this is based on standard industry costing principles applied to information you provide & without knowledge of individual circumstances of Your site or individual requirements the estimate is not binding on Us; price & time rates are not fixed & vary depending on different factors so even if Work is completed in less time Our charge may not reduce & may indeed increase.

- 1.4 If you ask Us We may carry out an advance site survey & issue you with a Quotation for a fixed price including materials, labour & vehicles & any mileage charges applicable. However if We provide a Quotation, unless otherwise stated,
 - 1.4.1 It does not include insurance, Customs duties & inspections or any other fees or taxes payable to government bodies
 - 1.4.2 We may change the price or make additional charges if circumstances are found to apply which have not been taken into account when preparing our Quotation & confirmed by Us in writing. These include:
 - 1.4.3 You do not accept Our Quotation in writing within 28 days, or the Work is not carried out or completed within three months.
 - 1.4.4 Our costs change because of currency fluctuations or changes in taxation or freight charges beyond our control.
 - 1.4.5 Work (including handling / access to property in store) is carried out at Your request on a weekend / Public Holiday or outside normal hours (08:00-18:00 hours) or after the Quotation is issued You change the date or time of the Work.
 - 1.4.6 We have to collect or deliver goods at Your request above the ground floor & first upper floor.
 - 1.4.7 If You deliver or collect goods to or from the warehouse, We are entitled to make a charge for receiving or handing them over.
 - 1.4.8 We supply any additional services, including Work arising from extra goods (these conditions apply to such Work).
 - 1.4.9 The stairs, lifts or doorways are inadequate for free movement of goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles & / or containers to load & / or unload within 20 metres of the doorway.
 - 1.4.10 We have to pay parking or other fees, charges, penalties & fines in order to carry out services on Your behalf.
 - 1.4.11 Delays / events outside Our reasonable control increase / extend the resources or time needed to complete the agreed Work.
 - 1.4.12 We agree in writing to decrease / increase Our limit of liability set out in Clause 8.1.
 - 1.4.13 In any such circumstances, adjusted charges may apply & become payable.

2 Work we will not Carry Out & which is not Included in Any Estimate or Quotation unless Specifically Stated

- 2.1 Unless agreed by Us in writing & You pay an additional charge We will not:
- 2.1.1 Dismantle or assemble unit or system furniture (flat-pack), fitments or fittings.
 - 2.1.2 Dis/re-connect, dismantle/re-assemble appliances, fixtures, fittings or equipment.
 - 2.1.3 Take up or lay fitted floor coverings.
 - 2.1.4 Move items from a loft, unless properly lit & floored & safe access is provided.
 - 2.1.5 Move or store any items excluded under Clause 4.
 - 2.1.6 Carry out any other Work set out in "Excluded Services" on page 27 of this booklet.
Our staff is not authorized or qualified to carry out above Work & if they do it is without our consent & We accept no liability for it.
- 2.2. We will dispose of goods or waste but only subject to written confirmation & payment of additional charges & disposal fees.
- 2.3. We will not carry out any Work involving a site / consignment / circumstances which in the view of Our staff is likely to prejudice health & safety or cause breach of any law.
- 2.3.1 We retain the right not to commence / to discontinue any Work for reasons of health & safety or legality & We shall be entitled to retain any deposit & charge for any Work done up to that point.

3 Your Responsibility

- 3.1 It will be Your sole responsibility to ensure that You, personally / through an authorised representative:
- 3.1.1 Declare to us, in writing, the value of the goods subject of Work. If it is subsequently established that actual value of the goods moved / stored / shipped is greater than the value You declared, You agree that our liability under clause 8.1 & 8.2 will be reduced to reflect the proportion that Your declared value bears to the actual value.
 - 3.1.2 Arrange adequate insurance cover for the goods subject of Work, against all insurable risks as Our liability is limited under clauses 8.1 & 8.2.
 - 3.1.3 Obtain at Your own expense, all documents / permits / permissions / licences / Customs documents necessary for the Work to be done.
 - 3.1.4 Remain present or represented preferably during the Work but certainly at the collection & delivery phases.

- 3.1.5 Sign Our agreed inventories, receipts, waybills, job sheets, time sheets or other relevant documents by way of confirmation of collection or delivery of goods or labour or vehicle time. If You do not comply with 3.1.4 above or, in Our view, unreasonably refuse to sign any of these items You authorise Our representative to sign them on Your behalf & any charges or other consequences arising will be as if You had signed yourself.
- 3.1.6 Take all reasonable steps to ensure that nothing that should be moved is left behind & nothing is taken away in error.
- 3.1.7 Arrange proper protection for goods left in unoccupied or unattended premises / where other people such as (but not limited to) tenants / Workmen are / will be present.
- 3.1.8 Prepare adequately & stabilize all appliances / electronic equipment prior to the Work.
- 3.1.9 Empty, properly defrost & clean refrigerators & 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 Provide Us with a telephone number, contact postal & email address for correspondence during Work / storage.
- 3.1.12 Truthfully & conscientiously complete the questions in the Online Booking Form if you book online.
- 3.2 Other than by reason of Our negligence / breach of this contract, We will not be liable for any loss / damage, costs / additional charges that may arise from failure to discharge these responsibilities & may cancel the Work at Our discretion without any further liability to You.

4 Goods not to be Submitted

- 4.1 Under no circumstances will the following items be accepted for Work. The items listed under 4.1.1 below may present risks to health & safety / fire. Items listed under 4.1.2 to 4.1.6 below carry other risks & You should make Your own arrangements as to their disposition. See also the exclusions listed on page 27 of this booklet.
 - 4.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms & ammunition.
 - 4.1.2 Jewellery, watches, precious stones/metals, money, deeds, securities, bonds, tickets, stamps, coins, passports, mobile telephones, portable media or computing devices or other similar goods.

- 4.1.3 Goods which in Our opinion are hazardous to health, dirty, unhygienic, likely to encourage vermin or other pests or to cause infestation or contamination. We may refuse such goods without liability to You.
- 4.1.4 Perishable items & / or those requiring a controlled environment.
- 4.1.5 Any animals, birds, fish, reptiles, plants or other living thing.
- 4.1.6 Goods which require special licence or government permission for export or import.
- 4.2 If We do exceptionally agree to carry out Work on such goods, We will not accept liability for loss / damage unless We are negligent / in breach of contract, in which case all these conditions will apply. If You submit such goods without our knowledge We will make them available for Your collection & if You do not collect them within a reasonable time We will dispose of them without notice. You will furthermore pay Us any charges, expenses, damages, legal costs or penalties that We incur.

5 Ownership of the Goods

- 5.1 By entering into this Agreement, You guarantee that:
 - 5.1.1 The goods subject to the Work are Your own property, or
 - 5.1.2 The owners / other interested parties have given You authority to make this contract & have been made aware of these conditions.
 - 5.1.3 You will pay us for any claim for damages & / or costs brought against Us if either warranty 5.1.1 or 5.1.2 is not true.

6 Charges if You Postpone or Cancel

- 6.1 Once you have booked if You wish to cancel or postpone, because the rates We have offered are based on costs which vary according to date / time of day & availability of resources, if you vary these parameters Our charges will probably change & We may require an increased deposit; as such changes involve Us in administration costs & costs of labour & vehicles which cannot be deployed elsewhere We reserve the right to, & will, charge for cancellation or postponement.
 - 6.1.1 If You cancel or postpone via Our website Our charge will be lower than if You do this in any other way. If You use our website the charges will be
 - a) Cancelled or postponed 2 days or more before the day on which the Work was due to commence – No charge
 - b) Postponement less than 2 days before the day on which the Work was due to commence - 50% of deposit amount.
 - c) We will charge this Postponement fee to Your credit or debit card. Your deposit will be retained against the future Work.

- d) Cancellation less than 2 days before the day on which the Work was due to commence - 90% of deposit amount.
We will charge this Cancellation fee to Your credit/debit card. Your deposit will be refunded.
- 6.1.2 If You cancel or postpone in any other way the above there will be additional charge of 10% of the deposit.
- 6.1.3 If at the time of booking you have paid a Cancellation / Postponement Waiver Fee then the above charges will not be payable as long as you have Cancelled or Postponed before 17:00 hours on the Working day before the day the Work was due to start.
- 6.1.4 For a move where we have provided a Quotation which You have accepted you will not be able to cancel or postpone via Our website & these charges will apply
- a) More than 10 Working Days before the move was due to start: No charge.
- b) Between 5 & 10 Working Days inclusive before the move was due to start: Not more than 30% of the move charge.
- c) Less than 5 Working Days before the move was due to start: Not more than 60% of the move charge.
- 6.2 Any such charges shall be subject to the payment requirements of clause 7 below.

7 Payment Timing, Method, Charges for Late Payment

- 7.1 Unless otherwise agreed by Us in writing:
- 7.1.1 Payment is required by cleared funds in advance of the move or storage period although We may under certain circumstances commence Work on payment of a deposit & accept payment of the balance of Our charges on completion of the Work.
- 7.1.2 Except for Work subject to Quotation we only accept payment by Credit or Debit card.
- 7.2 In the event that You do not pay Us when Our charges are due we reserve the right to charge You, until Our charges are paid in full
- 7.2.1 A credit control administration charge of £25 per month or part month
- 7.2.2 Interest on the overdue amount at the rate of up to 2% per month accruing on a daily basis.

8 Our Liability for Loss or Damage

- 8.1 Our liability for loss/damage will be limited by clause 8.1.1 below or You may request Us to increase Our liability, as set out in clause 8.1.2:
- 8.1.1 In the event of Our negligence or breach of contract resulting in loss of or damage to Your goods, We will pay a sum equivalent to the cost of their repair or replacement (which of these alternatives being entirely at Our discretion) & taking into account the age & condition of the goods immediately prior to their loss or damage up to a maximum of £25,000 in the case of loss or destruction of the entire consignment or in the case of loss or damage to part of the consignment, the proportion that the value the lost or damaged part bears to the value of the entire consignment, multiplied by £25,000.
- 8.1.2 We shall grant a discount of 10% of Our fees in return for You accepting that we are relieved of liability for the first £500 of any claim. This arrangement will be assumed to be accepted by you & is a condition of this contract unless You notify Us otherwise in writing & We confirm acceptance of this alternative arrangement.
- 8.1.3 If You notify us in writing & We confirm acceptance of Your wish for Us to be liable for the first £500 of any claim the 10% discount will not apply.
- 8.1.4 Prior to the commencement of Work & subject to payment by You of an additional fee, & Our written confirmation & Our having received Your itemized valued inventory (see 3.1.1) We may agree to increase Our liability to an amount greater than £25,000 but no more than £100,000.
- 8.1.5 We will not unreasonably withhold consent to such requests. These changed liabilities are not insurance cover & You are strongly advised to ensure that Your property is adequately insured during the move & to show this contract to your insurance company as it limits their right to recover the cost of any claim through subrogation.
- 8.2 For goods destined to, or received from a place outside the United Kingdom.
- 8.2.1 We will accept liability for loss or damage arising from Our negligence or breach of contract whilst the goods are in Our physical possession, or whilst the goods are in the possession of others 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 them. In either circumstances clause 8.1.1 & 8.1.2 above will apply.
- 8.2.2 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 & subject to the terms & conditions set out by that carrier.

8.2.3 If the carrying vessel / conveyance should for reasons beyond the carrier's control fail to deliver the goods / route them to a place other than the original destination, You have limited recourse against the carrier & may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel / conveyance & cargo) & salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks & it is Your responsibility to arrange adequate marine / transit insurance cover.

8.2.4 We do not accept liability for goods confiscated, seized, moved or damaged by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract.

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

8.3.1 The entire contents of a box, parcel, package, carton, or similar container; &

8.3.2 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 are frequently present at the time of collection or delivery Our liability for loss or damage is limited as follows:

9.1.1 If We cause loss or damage to premises / property other than goods subject to Work as a result of Our negligence / 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, & where to move the goods in the manner You have 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 goods submitted for moving & / or storage, You must note this on the Worksheet or delivery receipt as soon as practically possible or within a reasonable time. This is fundamental to the Agreement.

10 Exclusions of Liability

10.1 Other than as a result of Our negligence / breach of contract We will not be liable for any loss, damage or failure to produce the goods if caused by any of the following circumstances

10.1.1 By fire howsoever caused.

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

10.1.3 By normal wear & tear, natural / gradual deterioration, leakage / evaporation / from perishable or unstable goods. This includes goods left within furniture or appliances.

- 10.1.4 By moth, insects or vermin or similar infestation.
- 10.1.5 By cleaning, repairing / restoring unless We arranged for the Work to be carried out.
- 10.1.6 By change to atmospheric or climatic conditions which results in mould, mildew, rusting, tarnishing, corrosion or gradual deterioration unless directly caused by ingress of water caused by Our negligence / breach of contract.
- 10.1.7 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed by Us or Our agent using materials supplied by Us & unpacked by Us or Our agent at the time of delivery.
- 10.1.8 For derangement to any electrical/electronic/mechanic appliance/other equipment unless there is evidence of related external damage.
- 10.1.9 For any goods which have a pre-existing defect or are inherently defective.
- 10.1.10 For living things including plants, animals & their cages or tanks including pets, birds or fish.
- 10.1.11 For perishable items & / or those requiring a controlled environment.
- 10.1.12 For items referred to in Clause 4.
- 10.1.13 For damages or costs resulting indirectly from, or as a consequence of, loss, damage, or failure to produce the goods including but not limited to loss of use or amenity or to loss of profit or anticipated profit.
- 10.2 No employee of Ours shall be separately liable to You for any loss / damage / mis-delivery, errors / omissions under the terms of this Agreement.
- 10.3 Our liability will cease upon handing over goods from Our warehouse (see Clause 11.2 below).
- 10.4 Where claims against Us are made by anyone other than You in respect of goods / services provided by us under this agreement you will be liable to pay & 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, their Assessment & Quantification

- 11.1 For goods which We deliver, You must notify Us in writing of any visible loss, damage or failure to produce any goods at the time of delivery.
- 11.2 If You / Your agent collect the goods, the collecting party must notify Us in writing of any loss / damage at the time the goods are handed over.

- 11.3 Notwithstanding clauses 8, 9 & 10 We will not be liable for any loss of / damage to the goods unless a claim is notified to Us, or to Our agent or the company carrying out the collection or delivery of the goods on Our behalf, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) & in any event within seven (7) days of delivery of the goods.
- 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, Collection of Packing Materials

- 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 Your goods, We will take them into store. The Agreement will then be fulfilled & any additional service(s), including storage & delivery, will be at Your expense.
- 12.3 Packing materials are provided on the basis of outright sale to You & Our charges exclude collection / disposal of waste / surplus materials & if We do this Work we shall be entitled to charge for it.

13 Our Right to Hold the Goods (Lien)

We have the right to withhold &/or ultimately dispose of some / all of the goods until You have paid all Our charges & any other payments due under this / any other Agreement including any Agreement between You and any other member of the Cadogan Tate Group / any charges that We have paid out on your behalf. While we hold the goods You will be liable to pay all storage charges & other costs incurred by Our withholding Your goods & these terms & 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 low cost independent Alternative Dispute Resolution (ADR) scheme provided by the British Association of Removers (BAR). Under this scheme the case will be determined by an accredited independent ADR organisation. Recourse to the ADR scheme is subject to certain limits, current details of which are available on request from BAR: Telephone 0192 369 9486, Facsimile 0192 369 9491, Email consumer.affairs@bar.co.uk. ADR does not prejudice Your right to commence court proceedings.

15 Our Right to Sub-Contract the Work

We reserve the right to sub-contract some or all of the Work & if We sub-contract, these conditions apply.

16 Route & Method

We have the right to choose the method & route by which to carry out the Work, the location in which we may store the goods and unless otherwise agreed in writing in Our Quotation we may use space / volume / capacity in our vehicles / containers for consignments of other customers.

17 Advice & Information for International Moves

We will use our reasonable endeavours to provide You with up to date information to assist You with the import / export of Your goods. Information on such matters as national or regional laws & regulations which are subject to change & interpretation at any time is provided in good faith & 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 & jurisdiction of the UK Courts. If You reside / are moving outside the jurisdiction of the UK Courts alternative laws or jurisdiction may apply subject to Our written Agreement prior to the Work commencing.

19 Your Forwarding Address

19.1 If You send goods to be stored, You must provide an address for correspondence & notify us if it changes. All correspondence & notices will be considered to have been received by You seven (7) days after sending it to Your last address recorded by Us.

19.2 If You do not provide an address / 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 moved. Such notice will be considered to have been received by You seven (7) days after the publication date of the newspaper. **Note:** If We are unable to contact You, we will charge you any reasonable costs incurred in establishing your whereabouts.

20 List of Goods (Inventory) or Receipt

Where We produce a list of or receipt for Your goods & send it to You, it will be accepted as accurate unless You write to us within ten (10) days of the date of Our sending it, or an alternative reasonable period agreed between us in writing, notifying Us of any errors or omissions.

21 Revision of Storage Charges

We review our storage charges periodically & will give 30 day's written notice of any increases.

22 Our Right to Sell or Dispose of the Goods

If payment of our charges relating to Your goods is in arrears & on giving You three months' notice, We are entitled to require You to remove Your goods from Our custody & 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 / the opinion of a competent adviser any item or goods is / are either of no resale value / the costs of sale would exceed the likely benefit obtained, We become entitled to dispose of such goods / items as We see fit. If we do sell Your goods We shall make reasonable efforts to sell in the appropriate market, but We shall not be obliged to take any steps other than those which may be reasonable in this respect & 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 / anticipated/ estimated valuation. We shall be entitled to charge You for valuation, administration, delivery & all other Work in relation to sale / disposal. Any net proceeds will be credited to Your account & 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 three (3) months' written notice. If You wish to terminate the contract You must give us at least ten (10) Working Days' written notice. If We can release the goods earlier, We will do so as long as Your account is paid up to date. Storage charges are payable to the date when the notice should have taken effect.