

## Terms and Conditions - Contents Storage and Removal

### 1 Introduction

These terms and conditions ("Terms") set out the relationship between The Forshaw Group Limited (Company number 4643912) and the end recipients of its contents storage and removal services ("Services"). The words 'You' or 'Your' shall mean the person receiving the Services, and 'We', 'Us' or 'Our' shall mean The Forshaw Group Limited. Our instructions come direct from Your insurance provider. These Terms set out the basis on which the Services are provided to You as a policyholder with the instructing insurance company and supplement the introduction letter sent to You detailing the precautions that You need to undertake to allow the performance of the Services. We recommend You arrange insurance to cover Your goods. This insurance will be separate from these Terms and subject to the terms and conditions of the policy.

- 1.1 Please note that You will not have immediate physical access to items whilst they are in store – items can only be accessed by agreement with Us;
- 1.2 You must ensure that the entrance or exit to the premises, stairs, lifts, or doorways are adequate for free movement of the goods without mechanical equipment or structural alteration, and advise Us in advance if the approach, road, or drive is unsuitable for our vehicles and/or containers to load and/or unload within 30 metres of the doorway/access point.
- 1.3 We reserve the right to seek reimbursement if We have to pay parking or other fees or charges (including fines where You have not arranged agreed suspension of parking restrictions) in order to carry out services on Your behalf. Parking fines for illegal parking, caused by Our negligence, are not fees or charges and You are not responsible for paying them.
- 1.4 We reserve the right to seek reimbursement if We have to pay operational charges in order to carry out the services, which may be brought in at any time by the law and amended at any time by the law. Such operational charges may include (but are not limited to) Low Emission Zone (LEZ) charges and congestion charges.

### 2 Work not included in the Services

- 2.1 Unless agreed by us in writing, We will not:
  - 2.1.1 Dismantle or assemble furniture of any kind – If this is done on agreement and any consequential damage occurs We will not be liable for this and accept no responsibility in any form. If the goods when reassembled are not as previous again We accept no responsibility for this.
  - 2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
  - 2.1.3 Move items from a loft, unless properly lit and floored and safe access is provided.
  - 2.1.4 Move or store any items excluded under Clause 4.
  - 2.1.5 Dismantle or assemble garden furniture and equipment including, but not limited to, sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or moving paving slabs, planters etc.

### 3 Your responsibility

- 3.1 It will be Your responsibility to:
  - 3.1.1 Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks as Our liability is limited under clauses 8 to 12.
  - 3.1.2 Obtain at Your own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.
  - 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 of the removal.
  - 3.1.5 Where We provide You with inventories, receipts, job sheets or other relevant documents You will ensure that they are checked and 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 Ensure that when packing items yourself that it You do it properly to allow for transport and storage. We will not be responsible for any damage sustained as a result of improper packing of Your own items.
  - 3.1.8 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen will be present.
  - 3.1.9 Prepare adequately and stabilize all permitted appliances or electronic equipment prior to their removal and that all leads are disconnected and ready to pack with any associated remote controls. We accept no responsibility for any permitted appliances or electronic equipment for being in working order.
  - 3.1.10 Empty, properly defrost, and clean refrigerators and deep freezers. We are not responsible for the contents.
  - 3.1.11 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;
  - 3.1.12 Provide Us with a correct and up to date contact address and telephone number during removal transit and/or storage of goods.
  - 3.1.13 Arrange appropriate transport, storage or disposal of goods listed in clause 4.
  - 3.1.14 Check over goods and report any damage within 48 hours of receipt.
- 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 failure to discharge these responsibilities.
- 3.3 In the event that You pack your own items, then We may apply additional seals to denote the items marked for removal and storage and to protect against tampering, however, we will not know the contents of your packages and as such cannot take responsibility for the contents and whether or not they have been packed appropriately for removal and storage.

#### **4 Goods not to be submitted for removal or storage**

- 4.1 Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by Us. 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 4.1.9 below carry other risks and You should make Your own arrangements for their transport and storage.
- 4.1.1 Potentially dangerous, damaging, hazardous, flammable, or explosive items, including gas bottles, aerosols, paints, firearms, fuels, oils, and ammunition.
- 4.1.2 High value items such as jewellery, watches, trinkets, precious stones or metals, antiques, money, deeds, securities, mobile telephones, portable media and computing devices, stamps, coins, or goods or collections of any similar kind.
- 4.1.3 Identification documents such as passports, birth certificates, driving licences etc.
- 4.1.4 Goods likely to encourage vermin or other pests or to cause infestation or contamination.
- 4.1.5 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 the goods We will have no liability to You.
- 4.1.6 Perishable items, such as food, drink, delicate materials and/or those items requiring a controlled environment.
- 4.1.7 Any animals, birds, fish, reptiles, or plants.
- 4.1.8 Goods which require special licence or government permission for export or import.
- 4.1.9 Under no circumstances will prohibited or stolen goods, drugs, or pornographic material be moved or stored by Us.
- 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 We may apply for a court order to dispose of any such goods found in the consignment. You agree to pay Us any charges, expenses, damages, legal costs, or penalties reasonably incurred by Us in disposing of the goods.

#### **5 Ownership of the goods**

- 5.1 When in receipt of the Services, You guarantee that:
- 5.1.1 The goods to be removed and/or stored are Your own property, or the goods are Your property free of any legal charge; or
- 5.1.2 You have the full authority of the owner or anyone having a legal interest in them to receive the Services and You have made the owner fully aware of these Terms and that they have agreed to them.
- 5.1.3 If another person has or obtains an interest in the goods 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, 5.1.2, or 5.1.3 is untrue.
- 5.1.5 If You wish to transfer responsibility to a third party You will advise Us in writing giving Us their full name and address. We will need to ensure that proper paperwork is in place with such third party. These Terms will remain in force until We have received signed agreement from the third party.

#### **6 Charges if You postpone or cancel the removal**

- 6.1 If You postpone or cancel an appointment, We reserve the right to charge a reasonable postponement or cancellation fee according to how much notice is given as set out below at 6.1.1 – 6.1.5. We charge these fees based on an assessment of losses We have incurred as a result of You cancelling or postponing the removal. Examples of the types of loss We might incur are: administration/back office costs, being unable to re-fill a removal slot, or engaging employees or contractors to work for Your removal. ("Working Days" refer to the normal working week of Monday to Friday and excludes weekends and public holidays.)
- 6.1.1 More than 10 Working Days before the removal was due to start: No charge.
- 6.1.2 Between 3 and 10 Working Days inclusive before the removal was due to start: not more than 30% of the removal charge.
- 6.1.3 Less than 3 Working Days before the removal was due to start: not more than 60% of the removal charge.
- 6.1.4 Within 24 hours of the move taking place; not more than 75% of the removal charge.
- 6.1.5 On the day the work starts or at any time after the work commences up to 100% of Our charges.
- 6.2 Cancellation/Postponement Waiver. The charges above shall only be waived at the discretion of Our directors. The Cancellation/Postponement charge will entitle You to only one Cancellation/Postponement.

#### **7 Payment**

- 7.1 Unless otherwise agreed by Us in writing, payment will be made by Your insurer on completion of the works. We can only proceed as authorised by the insurance company. If for any reason Your insurers refuse or dispute payment then the payment will be required from the owner of the goods.
- 7.2 Any differences in costs will need to be handled via the insurers and proper payment to the insurers will be Your responsibility.

#### **8 Our liability for loss or damage**

- 8.1 We do not know the value of Your goods therefore We limit Our liability to a fixed limit per item.
- 8.2 Unless otherwise agreed in writing 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.
- 8.3 Where goods or materials pertaining to a claim are destined to, or received from a place outside the United Kingdom:
- 8.3.1 We will only accept liability for loss or damage:
- (a) arising from Our negligence or breach of contract whilst the goods are in Our physical possession, or

(b) 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 the goods that are subject to the claim.

- 8.3.2 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 and subject to the terms and conditions set out by that carrier.
- 8.3.3 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 marine/transit insurance cover.
- 8.3.4 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.
- 8.4 For the purposes of these Terms, an item is defined as:
- 8.4.1 The entire contents of a box, parcel, palette, package, carton, or similar container; and
- 8.4.2 Any other individual 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 removal as a result of our negligence or breach of contract, Our liability shall be limited to making good the damaged area only and subject to the same cap as clause 8 above.
- 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 goods submitted for removal and/or storage, You must note this on the worksheet or delivery receipt as soon as practically possible after the damage occurs or is discovered or in any event within 48 hours. This is fundamental to these Terms.

## 10 Exclusions of liability

- 10.1 We shall not be liable for loss or damage caused by fire or explosion, unless We have been negligent or in breach of contract. It is Your responsibility to insure Your Goods.
- 10.2 We shall not be liable for delays or failures to provide the Services 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, epidemic, pandemic, adverse weather, third party industrial action, vehicle breakdown, accidents, traffic or congestion, re-scheduled third party departure or arrival times, 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. This includes goods left within furniture or appliances.
- 10.3.2 Moth or vermin or similar infestation.
- 10.3.3 Cleaning, repairing, or restoring unless We arranged for the work 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 not both packed and unpacked by Us.
- 10.3.6 For electrical or mechanical derangement to any appliance, instrument, clock, computer, or other equipment. As there is no means of testing that equipment works prior to storage, We cannot be liable for such equipment being found to not work after removal or storage.
- 10.3.7 For any goods which have a pre-existing defect or are inherently defective.
- 10.3.8 For perishable items and/or those requiring a controlled environment.
- 10.3.9 Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.
- 10.3.10 For items referred to in Clause 4.
- 10.4 No employee of Ours shall be separately liable to You for any loss, damage, misdelivery, errors, or omissions under these Terms.
- 10.5 Where goods are handed out from store Our liability will cease upon handing over the goods to You or Your authorised representative (see Clause 11.1 below).
- 10.6 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 these Terms 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.

## 11 Time limit for claims

- 11.1 If You or Your authorised representative collect the goods, the items must be checked over by You upon collection, and We must be notified in writing immediately of any loss or damage and in any event no later than 48 hours from the time that the goods are handed to You or Your agent otherwise We will not be liable.
- 11.2 We will not be liable for any loss of or 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. This must be in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event in detail within seven (7) days of delivery of the goods, in order to properly investigate the claim. We may agree to extend this time limit 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.

## **12 Delays in transit**

- 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 Services will then be fulfilled and any additional service(s), including storage and delivery, will be at Your expense.
- 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 traffic, vehicle breakdown, diversions, road closures. 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 Disputes**

If there is a dispute arising from the provision of the Services and/or these Terms, which cannot be resolved, We will involve Your insurance appointed representative and mediate with them to form a resolution to the issues raised.

## **14 Our right to sub-contract the work**

- 14.1 We reserve the right to sub-contract some or all of the Services.
- 14.2 If We sub-contract, then these Terms will still apply.

## **15 Route and method**

- 15.1 We have the right to choose the method and route by which to carry out the Services and the location in respect of storage.
- 15.2 Unless it has been specifically agreed otherwise in writing in between us, other space/volume/capacity on Our vehicles and/or the container may be utilised for consignments of other customers.

## **16 Applicable law**

These Terms will be governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England.

## **17 Your address and contact details**

Where the insurance claim requires Us to store Your goods, You must provide a correct and up-to-date address and telephone number and notify Us and the insurer if it changes. All correspondence and notices will be considered to have been received by You seven days after sending it by first class post to Your last address recorded by Us. If We are unable to contact You, then We will liaise with Your insurer to resolve the situation as necessary.

## **18 List of goods (inventory) or receipt**

Where We produce a list of Your goods (inventory) or a receipt and provide it to You in person, who must check it and sign if it is accurate. If We send it to You, it will be accepted as accurate unless You write to Us within 48 hours of the date of Our sending, or within a reasonable period agreed between the parties, notifying Us of any errors or omissions. Where You have packed the items yourself, We will not be able to inspect the items and it will be solely Your responsibility to ensure that the contents meet the requirements of these Terms. In such event, We will not be held responsible for itemisation of the contents and disclaim any liability associated with the actual contents matching the description, quantity or quality within Your own itemisation.

## **19 Revision of charges**

We review Our removal and storage charges periodically and will liaise with your insurers regarding the implications of any increase in Our charges.

## **20 Our right to sell or dispose of the goods**

Unless otherwise agreed in writing, We will not store your goods for any period longer than 3 months. In such an event, or upon discovery of Your breach of these Terms and your goods are still in our possession, We reserve the right to require You to remove Your goods from Our custody. In the event of failure to remove Your goods from Our custody, and where permitted do so in line with Your insurance arrangements and the rights of lien over Your property, We reserve the right to sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal and their proceeds will be managed at the discretion of Our directors.

## **21 Termination**



We will not stop the provision of the Services except by giving You three months' notice in writing. If You wish to terminate Your storage arrangement, You must give us at least ten Working Days' notice. If We can release the goods earlier, We will do so, subject to the applicable insurance arrangements.

## **22 Working in properties**

As per the introduction letter sent to You, if We are providing the Services for You within enclosed area(s) ("Areas") We will require You to remove contents and make the Areas accessible to allow the provision of the Services. Our staff or contractors will use protective coverings to the Areas and clean on completion. If any items are left within Areas We cannot be held responsible if dust migration spray etc effect these.

- 22.1 It is Your responsibility to remove contents from the Areas to include but not limited to curtains, blinds, paintings, tables, TV's, furniture. If You are unable to carry out the removal of contents please advise the booking team when contacted and We can discuss with Your insurance provider to see if they will cover the costs so We can assist in this matter.
- 22.2 If items are left in the Areas and damage occurs to these whilst the Services being provided We accept no responsibility for this.
- 22.3 If damage is caused accidentally to any items on a property such as floor coverings to access the Areas, We will offer a goodwill apology payment but will not cover new for old.
- 22.4 If the item is part of matching items only the item accidentally damaged will be considered.
- 22.5 If Our management team find after investigation that an item has been damaged then the maximum payment per individual item will be £40.
- 22.6 If larger items of furniture cannot be removed from the Areas then We will assist in covering and protecting these items but accept no liability for them whilst left in the Areas.
- 22.7 In relation to debris being left on site where Your insurance provider advises this process, We will make every effort to place the debris on protective materials and leave in a pre-arranged area but will not accept liability for damage caused to other areas by the debris being stored there under Your instruction.