

Terms and Conditions

Please ensure you read our terms and conditions as they explain the right, obligations and responsibilities of all parties involved in the **contract**. Our **contract** is a two-way arrangement between Affordable Services and you. Where we use the word 'You' or 'Your' it means the Customer: 'We', 'Us' or 'Our' means the Remover. Our online terms and conditions super-seeds any terms and conditions pdf emailed.

1. Our Quotation

- 1.2 Our Quotation is valid for thirty 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 3 months of acceptance;
 - 1.2.2 Where We have given You a price including redelivery from store within Our Quotation and the re-delivery from store has not taken place within six months from the date of the issue of the quotation;
 - 1.2.3 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00-18.00hrs) at your request.
 - 1.2.4 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 10 metres of the doorway, stairs/steps and/or steep pathways/driveways must be declared.
 - 1.2.5 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. For the purpose of this Agreement parking fines for illegal parking, caused by Our negligence, are not fees or charges and You are not responsible for paying them.
- 1.3 You agree to pay any reasonable charges arising from the above circumstances.
- 1.4 Where We are not able to view your property, You are responsible to read our van spec on our web site "van size" and ensure that all Your items will be able to be loaded comfortably weight bearing.
- 1.5 Where a completed Property Contents Pro-former Survey is provided, it is your responsibility to ensure its contents is accurate.
 - 1.5.1 Any alterations by You is to supplied in writing and approved by Us no less than 4 days before the service is to commence. These changes may result in an extra charge or Us not being able to for fill your service clause 3.3.
 - 1.5.2 Any alterations supplied less than 3 days before the service is to commence, we are not liable for any items that are unable to be transported due to space and weight clause 3.3.
- 1.6. Once your balance is paid you are confirming that You have read and understood Your Pro-former survey, and is accurate.
- 1.7. Clearances: We only estimate the recycle charges. If this is more than estimated, You will be charged separately on/after the clearance date. We will contact you with the extra amount to be paid. We have the right to stop any future work if the balance is not paid within the same day of invoice.
 - 1.7.1 Where possible we will take useful items to Charity.
 - 1.7.2 The waste cost is variable so to weigh up any loss in charges to You, any profit we make from Your clearance You have no claim over.

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 from a loft, unless properly lit and floored and safe access is provided.
 - 2.1.5 Move 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 We are not qualified/insured to carry out such work stated in 2.1.2. We recommend that a properly qualified person is separately employed by You to carry out these devices and is subject to a separate agreement. However We will carry out work within reason which must be agreed and confirmed in writing.

- 2.3 If items are to be dismantled on the day where this has not been confirmed in writing and/or You have not informed Us. Time spent dismantling and/or reassemble will be charged at our discretion (see 3.1.18 / 3.1.19).

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 5.2.
 - 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 Be present or represented throughout the collection and delivery of the removal.
 - 3.1.4 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
 - 3.1.5 Prepare adequately and stabilise all appliances or electronic equipment prior to their removal.
 - 3.1.6 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
 - 3.1.7 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.
 - 3.1.8 Arrange appropriate transport, storage or disposal of goods listed in clause 4.
 - 3.1.9 If You have not allocated enough storage space and we are unable to fit your goods into the allocated area, You are responsible for booking adequate space. As clause 3.1.9 an additional charge will be implemented to be paid immediately to fulfil the agreement.
 - 3.1.10 Boxes and/or crates that You and/or any other person other than Us have packed, we will not be responsible for any damage due to stacking and/or items when transporting and/or storing Your items. If you have packed crate/s not suitable for purpose we are not responsible for any damage to the crate and/or its contents.
 - 3.1.11 Ensure everything is packed suitably prior to our arrival. All glass to be protected and/or packed. We are not liable of any cause, see clause 8.6.
 - 3.1.12 If you have not informed us of everything you need packing, if we have availability to pack your extra items we will at an extra cost of £100ph per vehicle including materials (subject to availability). If we do not have the capacity, you will have to organise another removals company to complete what you have not allocated in our move/packing time at your immediate expense.
 - 3.1.13 If We have provided You with a Packing service the day before Your move day, it is Your responsibility before our arrival to pack all loose items that You have left out as last minute essentials.
 - 3.1.14 Items not packed on day of service we are not responsible clause 10.3.5 for any non scheduled packing service we provide. Delays resulting from this service may result in extra costs to be paid immediately on notice.
 - 3.1.15 If We are packing Your belongings and You require items to be packed together, it is Your responsibility beforehand to ensure these items are tied and/or distinctly bundled together. You must also inform Us before We commence packing.
 - 3.1.16 On Your move day, any items that are not packed appropriately and ready for our team to load onto our vehicle/s will not be loaded until suitably boxed and/or packed into an appropriate container. Anything that is not packed suitably by Us/You, We are not liable of any cause.
 - 3.1.17 If Your belongings are to be moved temporarily and/or permanently into Your new property in an outbuilding, garage, shed and/or container We are not responsible for any liable cause.

- 3.1.18 Inform us of all items that were dismantled getting into any room and/or assemble in any room. Failure to inform this information will result in non allocated time. This will be charged at £100ph per vehicle immediately.
- 3.1.19 Due to 3.1.18 where an item gets stuck We are not responsible for marks, damage to the item and/or property to release the obstruction. We will inform you if an item is going to be a snug fit and will not proceed without your permission.
- 3.1.20 Where You have declared clause 1.2.4. We are not liable for damage to any form of access points eg: doors, locks etc. Once We have gained access You are responsible for closing, locking and securing.
- 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 If We are unable to fulfil Your contract due to unforeseen circumstances out of Our control and/or non approved changes to the quote by You clause 1.5.1, We can offer assistance at your discretion to find another company. You are responsible for organising Your booking and payment with the new service provider. We are not liable for their service or charges.
- 3.3.1 If roadside parking, You are to arrange sufficient parking directly outside Your property. Failure to reserve allocated parking for Our vehicles/s may result in our termination of contract.
- 3.3.2 Due to 3.3.1 If We are able to for-fill your contract there may be extra charges to be paid on the spot due to the extra allocated time at £100ph per vehicle.
- 3.3.3 We reserve the right to terminate Your contract due to failure to reserve allocated parking as per 3.3.1.
- 3.4 It is Your responsibility to organise and Pay for any parking and/or road permits that are required. Any fine We may incur You are to pay immediately upon notice directly to the source. Failure to do so will result in a £200 admin fee.
- 3.5 If You allow another Removals team and/or other person/s onto your property We are not liable for any loss and/or damage of any form.
- 3.5.1 If you give permission for another Removals team and/or person/s to put items on the premiss whilst we are providing You with a service, You are responsible/liable for any items that do not belong to You that may accidentally be transported to Your new home.
- 3.6 If we are unable to unload due to clause 12 where You have not informed Us in writing that direct Parking is not accessible We reserve the right to unload Your belongings on the roadside to enable us to for fill the following days service/s.
- 3.7 If Your buyer pulls out and We are already in progress of Your service You are to organise appropriate storage immediately. Extra charges will apply at £100ph outside the quoted time.
- 3.8 As per clause 1.6, any items not listed on Our survey are not included in Your service.
- 3.9 If You or a subcontractor You have organised uses a Fork Lift to put items on and off our Vehicle, You are liable. Items not loaded by ourselves We are not liable.
- 3.10 Where any of our equipment is used by You and/or any other person not part of the Affordable Services team, We are not liable for any injury, goods and/or cause.
- 3.11 Clearances: When We clear Your property it is Your responsibility to remove all items off the premiss Not for removal prior to our arrival. Everything except lampshades, curtains and carpets, unless specified in writing will be removed off the premiss.
- 3.11.1 We are not liable for any loss once we commence the work.
- 3.11.2 Only outbuildings that are dismantled and/or broken on the ground will be removed at Your request with our written approval.
- 3.11.3 Erect out building/s will not be moved/removed unless agreed by us in writing.
- 4 Goods not to be submitted for removal or storage**
- 4.1 Unless previously agreed in writing, 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 4.1.7 below carry other risks and You should make Your own arrangements for their transport and storage.
- 4.1.1 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, mobile telephones, portable media and computing devices, 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 the goods We will have no liability to You.
- 4.1.5 Perishable items and/or those 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 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 By entering into this Agreement, 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 enter into this Agreement and You have made the owner fully aware of these terms and conditions prior to entering into this Agreement and that they have agreed to them.
- 5.2 You will meet any claim for damages and/or costs brought against us if either of these declarations are not true.
- 6 Postponement and/or Cancellation**
- 6.1 If You postpone and/or cancel this Agreement, We reserve the right to charge you a reasonable postponement or cancellation fee according to how much notice is given as set out below at 6.1.2 – 6.1.5. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays. Cancellation period 3 months from 1st initial booking. Notice must be given no later than 12pm on that day. Notice after 12pm may be taken as the following days notice.
- 6.1.2 Cancellation 4 days or more the service/removal was due to start: 20% of the service/removal charge. Postponement: no charge on the basis You've re-booked with Us.
- 6.1.3 Postponement and cancelled: 20% Total service charge. Your 20% deposit is non refundable.
- 6.1.4 3 days the service/removal was due to start: 50% of the service/removal charge.
- 6.1.5 2-1 days including On the day the work starts or at any time after the work commences up to 100% of Our charges.
- 6.2 Hired Recycled packing boxes and Cretes are chargeable at our discretion.
- 6.3 Due to clause 3.3 We Will refund all monies agreed for the cancelled period, unless materials have been provided under clause 7.5. and/or any work has been carried out, we will then hold your deposit and/or the cost of materials and/or time spent to the highest value.
- 6.4 If we do not receive full payment by 12pm 4 working days prior of Your booked service, We will take this as Your cancelation as in clause 6.1.3.

- 6.5 At Affordable Services, we believe that everyone has the right to a respectful and safe environment. We will not tolerate any unacceptable physical or verbal behaviour and reserve the right to terminate service on the spot if necessary.
- 7 Payment**
- 7.1 20% Deposit by bank transfer is required to secure your proposed date as We work on a first come first served basis. Only the full 20% payment is accepted as a deposit. Any payment not meeting the full 20% does not qualify as a deposit and non refundable.
- 7.2 Unless otherwise agreed by Us, full payment is required by cleared funds 7 consecutive days in advance to the service, packing, removal and/or storage period. We reserve the right to refuse to commence removal or storage clause 6.4.
- 7.2.1 If term goes over You will be charged for allocated wages for the term booked.
- 7.3 In respect of all sums which are overdue to us, We may charge interest at our discretion on a daily basis calculated at 4% per annum above the base rate.
- 7.4 If the booking is confirmed with less than 7 days notice payment will only be accepted cash and/or bank transfer. We reserve the right not only to terminate this contract if payment is not received before the moving date but also carry out any of the services quoted for.
- 7.5 Materials are to be paid in full prior to delivery of goods.
- 8 Our liability for loss or damage**
- 8.1 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. These items must be listed on our Property Contents Pro-former Survey, and photographs of each item is to be supplied.
- 8.1.1 Any claim is to be made by the payee only.
- 8.2 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 We are not responsible for any damage.
- 8.3 We may choose to repair or replace the damaged item. If an item is repaired we are not liable for the depreciation in value.
- 8.4 Where negligent a claim can be made on our Goods In Transit insurance up to a maximum of £10,000. This being the case a £350.00 excess fee is payable by You.
- 8.5 Where any dismantling of a Piano is carried out we are not liable for any damage which may be caused.
- 8.5.1 Pianos: We do not accept liability for the internal workings including sound boards and iron frames of pianos.
- 8.5.2 Disc pianos: We do not accept liability for the internal workings of discklavers, organs, keyboards, digital pianos or any electrical component.
- 8.6 Any breakage to glass other than shatterproof and/or tempered glass, We are not liable of any cause.
- 9 Damage to premises or property other than goods**
- 9.1 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.
- 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 Where clause 1.2.4 and 3.1.20. We are not liable.
- 9.1.4 Because third party contractors or others are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage. If We are negligent or in breach of contract or otherwise responsible for causing loss or damage to Your premises We will pay You either; A: the cost of repairing the damaged area to a maximum limit of £40; or B :up to a maximum of £40 on each premises.
- 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 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. 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. OR
- 10.3.5 For any goods in boxes, 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 unless there is evidence of related external damage.
- 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 We will not be liable for any loss or damage caused by Us or Our staff members 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.
- (c) to any goods which have a relevant proven defect or are inherently defective.
- (d) kit or system furniture even when we have given written instructions to dismantle and reassemble, we cannot be liable for the quality when reassembled.
- 10.5 We will not be liable for any Items that have been put into storage by Us or any other party over any period, see clause 3.1.1.
- 10.6 Such work carried out in clause 2.1.4 We are not liable for any damage to your possessions or property moving items from a loft space either with verbal and/or written permission.
- 10.6.1 If You fail to assess the area correctly and We are unable to complete the work due to injury under clause 2.1.4 You are liable under clause 3.3.
- 10.6.2 If WE are unable to fulfill our next days customer service(s) due to 10.6.1, You are to book a reputable Removals company of our choice at Your expense immediately.
- 10.7 Any packing, furniture wrapping and/or moving preparation that has been carried out by US and transported by another party and/or company.
- 11 Time limit for claims**
- 11.1 For goods which We deliver, You must give Us detailed notice via a phone call followed up in writing by recorded Delivery or email of any loss and/or damage within 48 hours of delivery by Us. We may agree to extend this time limit upon receipt of notice provided such request is received within forty eight (48) hours of delivery. Consent to such a request will not be unreasonably withheld.
- 11.2 Damage to premises or property other than goods, notice must be given as in clause 11.1.

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 in the allocated time, we will take them into store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at Your expense.
- 12.3 Due to 12.2 we are not able to put your goods into storage in the allocated time of your booking, an additional charge will be implemented to be paid immediately to fulfil the agreement.
- 12.3.1 If WE are unable to fulfil our next days customer service(s) due to 12.2-12.3, You are to book a reputable Removals company of our choice at Your expense immediately for their service.

13 Route and method

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

14 Sub-contracting the work

- 14.1 We reserve the right to sub-contract some or all of the work for which we have provided a quotation without reference to you.
- 14.2 If we sub-contract these conditions will still apply in full.

15 Whole agreement

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

Contact us:

Afordable Services, 49 Powells Way, Dunkeswell, Devon
EX14 4XL Telephone: 01404 890194
www.afordableservices.co.uk afordableservice@aol.com