

# Friendly Removal Solutions

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## Terms and Conditions

### WHAT WE WILL DO

10) We shall:

- (a) pack the goods, if requested and if we have agreed to do so;
- (b) remove them at the agreed time and date and deliver to the delivery address;
- (c) unpack them, if requested and if we have agreed to do so;
- (d) store them, if the contract provides for them to be stored.

We shall at all times care for the goods whilst they are in our custody and control showing all reasonable care in the circumstances. We furthermore will endeavour to act and undertake our obligations at all times in a professional manner.

11) We shall only remove or deliver items into a loft, or similar space, if it is safe, which shall include but shall not be limited to being adequately lit and floored, and the access to it being safe.

12) We hold insurance, with a specialist insurer, to cover our potential liability to you for loss or damage to your goods or for losses arising from delay upto the level of liability under this contract. The insurance is subject to terms and policy excess. If you would like more detail as to the level of insurance we hold we would be delighted to refer you to our insurance brokers who will discuss the level of cover provided with you.

### YOUR RESPONSIBILITY

Preparing the property and goods for the removal, including but not limited to disconnecting all relevant appliances and electronic equipment and emptying and de-frosting any fridges and freezers and where we are not packing, taking all steps to ensure that the goods are packed, packaged and labelled in such manner that they can withstand normal handling during their removal;

Arranging proper security and protection for any goods that will be left in premises which will be unattended or to which third parties may have access either prior to collection or following delivery.

Advising us if you consider that it will not be possible for vehicles typically used for household removals to be able to park within 20



metres of the door of the property or if access to a property is inadequate for the free and easy movement of the goods into and within the property.

You must, before the commencement of the removal, provide us with a contact address and contact details which we can use if we need to contact you during the removal and/or storage of the goods. If these details change you must inform us. If we contact you in writing using the details you have provided we will be entitled to assume that you have duly received any communication from us.

If you wish for your goods to be insured whilst being removed or stored you must arrange this. We cannot arrange such insurance due to FSA Regulation. However, we do maintain insurance of our own to cover our potential liability to you for loss and/or damage to your goods or for losses arising from delay up to the level of liability under this contract.

You shall be responsible for any losses, expenses or other costs incurred by us arising from your failure to attend to any of the matters set out at clauses 22-24 unless that loss was caused by our negligence.

#### POSTPONEMENT AND CANCELLATION

By agreeing to undertake the removal or storage we incur costs in preparing for it and may also lose the opportunity to undertake further work that would use the same resources. Because of this we may suffer loss if you cancel this contract or postpone its performance. The amount we will potentially lose will depend on when the cancellation and/or postponement occurs.

If you cancel or postpone more than 14 days before the removal date then there shall be no charge payable by you.

If you cancel or postpone less than 14 days but more than 8 days before the removal date then you shall pay to us a charge equivalent of 30% of the agreed removal charge.

If you cancel or postpone 8 days or less before the removal date then you shall pay to us a charge equivalent of 60% of the agreed removal charge.

If you cancel or postpone less than 2 days before the removal date then you shall pay us a charge equivalent to 100% of the agreed removal charge.

Full payment of our agreed charges must be made by cleared funds at least 7 days before the commencement of the removal. If payment has not been made within this period then we shall, at our sole discretion, have the option of treating the removal as cancelled. In such circumstances our cancellation charges shall



apply, and the date of cancellation shall be the date that we give you notice that we are treating the removal as cancelled. You are not entitled to withhold payment by reason of any claim, counter-claim or set-off.

**WHAT WE WILL NOT BE LIABLE FOR  
IMPORTANT NOTE. THESE TERMS EXCLUDE AND LIMIT OUR  
RESPONSIBILITIES AND LIABILITY TO YOU AND APPLY  
REGARDLESS OF WHETHER OR NOT YOU HAVE OPTED FOR  
ENHANCED LIABILITY**

We shall not be responsible for any claim for loss or damage to the goods or for delay where the total claim amounts to less than a total of £100.

Any claim is subject to £100.00 cost on each and every claim or series of claims arising out of any one event. This means that you will be responsible for this sum in the event of a claim.

Where any item forms part of a pair or set we shall not be liable for more than the value of that particular item, without reference to any special value which such item may have as part of a pair or set.

We shall not under any circumstances be responsible or liable for any consequential or indirect losses, including but not limited to loss of profits or lost opportunity.

We shall not under any circumstances be liable for the diminution in value of damaged goods which are repaired.

We will not be liable for losses arising from:

Normal wear and tear, ageing, natural or gradual deterioration, leakage or evaporation;

Incidence of moths, vermin or similar infestation;

Cleaning, repairing or restoring, unless we agreed to do the work;

Electrical or mechanical derangement to any appliance or equipment unless there is evidence of external impact damage;

Any inherent defect in the goods;

Changes of atmospheric or climatic conditions;

Flat pack furniture unfit for transportation;

Damage to motor bikes or other motor vehicles unless we have issued a pre-collection condition report;

Damage to any motor bike or other motor vehicle moving under its own power other than during the normal course of loading and unloading.

Outdoor items that have become weak or degraded;

We will not be liable for:

Loss or damage to the goods that occurs before we have taken possession, custody and control of the goods;

Loss or damage to the goods that occurs after we have delivered or handed over the goods to you or to a party nominated by you;



Other than where we have packed and unpacked your goods (which includes goods packed in boxes, cases, cartons, luggage, wardrobes, drawers, or other type of container) we will not be liable for:

the loss of these goods or any item or items comprising part of the these goods;

damage to any item or items unless the outer-packaging has suffered external impact damage and the item or items were adequately packed and packaged to withstand normal handling.

All claims for loss of or damage to goods must be notified to us in writing whether the goods were unpacked or not, within 7 days of delivery of the goods. In a case of loss or non-delivery of all of the goods the claim must be notified within 7 days of the anticipated delivery date, or when you were informed of the loss, whichever is the earlier.