



TERMS & CONDITIONS

Of

Kinetikos Removal Service

Governed by the remove conduct authorities ombudsman scheme (RIOS)

These terms & 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, whether this is an individual(s) or whether this is a Company or Partnership.

These terms and condition may not be varied or amended without our prior written agreement. Using our services, your goods are covered by our insurance policy up to a total value of £30,000. Also included is public liability insurance up to a value of £1,000,000. It is your responsibility to arrange for any additional insurance coverage you may need.

Definition:

Services: the services supplied by us to you as set out in the quotation.

Clause 1: Our quotation

We will provide you with a quotation for our services subject to the following conditions:

1.1 Our quotation, unless otherwise stated and agreed in writing, does not include insurance beyond the levels quoted in clause 8.

1.2 We require a non- refundable 50% deposit to be paid on confirmation of your removal order. This is to secure your removal service and all admin preparations that is already in progress or completed on your behalf. This 50% is valid for 2 months after the booked removal day or days.

1.3 We may change the price or make additional charges if circumstances are found to apply, so please remember unless already included in our quotation, reasonable additional charges will apply which have not been taken into account when preparing our quotation and confirmed by us in writing. Such circumstances include (but are not limited to) the following:

1.3.1 All quotations that are not yet booked will only be valid for 30 days after the date you provided to us that your planning to move.

1.3.2 Our costs change due to changes in taxation (e.g vat), ferry, toll charges, parking fines, or any charges levied by third parties or increased costs that are beyond our control.

1.3.3 We supply any additional services, including moving or storing extra goods (these conditions apply to such services).

1.3.4 The entrances or exits to the premises, stairs, lifts or doorways are inadequate or unsafe 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 doorways and this results in additional resources.

1.3.5 If there are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work. This will result in overtime charges.

1.4 You agree to pay any reasonable charges arising from the above circumstances.

1.5 There are two ways to create a binding contract with us

(1) Acceptance of our services.

(2) your name and signature on our inventory.

Clause 2: Work not included in the quotation

2.1 Unless agreed by us in writing and specific instructions are provided by you, 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 or roof space, unless properly lit and floored and safe access and egress is provided.

2.1.5 Move or store any items excluded under Clause 4.

2.1.6 Move storage heaters unless they are dismantled and safe to move.

2.1.7 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 or planters.

2.2 If you require any such items to be moved, you must point this out at the time of quotation and we will quote separately for this.

Clause 3: Your responsibility

3.1 It will be your sole responsibility to:

3.1.1 Declare to us, in writing, the approximate value of the goods being removed and/or stored pursuant to the service. If it is subsequently established that the value of the goods removed or stored is greater than the actual value you declare to us, we will not be held liable for any additional values, as stated under clause 8.

3.1.2 Arrange adequate insurance cover for the goods submitted for removal, transit and/or storage, against all insurable risks as our liability is limited, as per clause 8.

3.1.3 Be present or represented during the collection and delivery of the removal. Ensure authorised signature(s) on agreed inventories, receipts, job sheets or other relevant documents by way of confirmation of collection or delivery of your goods.

3.1.4 If you are doing your own packaging please ensure all goods and boxes are properly taped, protected and are prepared to be handled safely. You must inspect your goods during collection and delivery of the removal. We will not be held responsible for any damages reported after leave your home or premises.

3.1.5 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.

3.1.6 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be, present.

3.1.7 Properly prepare and stabilise all appliances and electronic equipment prior to their removal. It is your responsibility to contact your local council for a parking suspension if needed, please note we shall not be responsible for any parking fines. if no parking suspension is not in

place you credit/debit card details will be held in our office for two weeks pending any parking violation.

3.1.8 Fridge and deep freezers must be fully defrosted and clean. We shall not be responsible for the contents of the refrigerators and/or deep freezers.

3.1.9 Provide us with a correct and up to date contact address and telephone number for correspondence during removal transit and/or storage of goods.

3.1.10 Ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers and hose pipes are clean and dry and have no residual fluid left in them. Petrol lawn mowers and any other petrol driven gardening equipment must also be free from any fuel, due to its flammable nature.

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 You may be eligible to receive complimentary boxes for your move, if you need to purchase boxes or packaging materials you must inform us prior to your quotation day. By doing so this gives us time to prepare your materials to deliver free of charge. There will be a charge of £1 per mile plus any materials that are purchased after your quotation day.

3.4 It is your responsibility to ensure that all flooring is adequately protected during the removal and delivery process and that any entrance, egress and any area leading to and from the property is kept clean, tidy and clear of all objects.

3.5 You are required to settle payment with us for the entire removal job by the time the removal is completed. If you fail to make payment in full, we may take legal action to recover payment from you. Any legal costs associated with this process will be charged in full to you, as per clause 7.3.

Clause 4: Goods not to be submitted for removal or storage

4.1.1 Prohibited, restricted or stolen goods, drugs, pornographic material, potentially dangerous and/or damaging or explosive items, including, but by no means limited to, gas bottles, aerosols, dangerous or harmful chemicals, paints, firearms and ammunition.

4.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods of any similar kind.

4.1.3 Works of art, antiques, rare items or collectibles

4.1.4 Any goods likely to encourage vermin or other pests or to cause infestation or contamination.

4.1.5 Perishable items and/or those requiring a controlled environment.

4.1.6 On site manager will notify you verbally immediately as practicable if any of the goods are, in our opinion hazardous to health, dirty, unhygienic, require specialist removal 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 shall have no liability to you.

4.2 If you submit such goods without our knowledge, we shall make them available for your collection and if you do not collect them within 14 days of written notification from us, we shall dispose of any such goods found in the consignment. You agree to pay us and keep us fully indemnified against any charges, expenses, damages, legal costs or penalties reasonably incurred by us in disposing of the goods.

Clause 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 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.

5.1.2 If at any time following the implementation of this agreement to its termination, another person has or obtains an interest in the goods you will advise us of their name and address, in writing, immediately.

5.1.3 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.

5.1.4 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 for them to sign and return to us. Our agreement with you shall remain in force until we have received a signed agreement from the third party and such third party has provided evidence of their means to cover any liability as contained in this agreement, subject to clause 27.

Clause 6: Charges if you postpone or cancel the contract

6.1 If you cancel this contract, your deposit will not be refunded. If for reasons outside your control and you need to change the date of the move, there will be no further cost, but valid for only 2 months after your booked removal day or days, after 2 months your deposit will no longer be valid. We will not give the day or days you have purchased for your service to anyone else, so if

Clause 7: Payment

7.1 Unless otherwise agreed by us in writing:

7.1.1 Payment is required in full by cleared funds by the date of the move. In default of such payment, we reserve the right to refuse to commence or continue the service or even hold on to your belongings until such payment is received.

7.1.2 At the time of booking, a non-refundable deposit of 50% of the overall cost will be taken and resources subject to the notice period contained in clause 1.2.

7.1.3 You may not withhold any part of the agreed price.

7.1.4 All overdue sums owed to us will be charged interest on a daily basis calculated at 8% per annum above the prevailing base rate for the time being of the Bank of England.

7.1.5 In respect of all sums which are overdue to us, we will charge a late payment administration fee per month or per invoice of:

Outstanding debt up to £499.99	£25.00
Outstanding debt £500 - £999.99	£40.00
Outstanding debt £1,000 - £9,999	£70.00
Outstanding debt over £10,000	£100.00

7.2 In respect of business to business transactions, we will refer to the Late Payment of Commercial Debt Act 1998 which allows us the legal right to claim interest and compensation. We will charge interest on a daily basis calculated at 8% per annum above the prevailing base rate for the time being of the Bank of England. Administration charges will apply as per 7.1.5 above.

7.3 Any legal charges or fees incurred during a claim by us to recover any late payments, fees, interest and compensation from you will be charged to you in full. We will not be responsible for any legal costs associated with recovering unpaid amounts owed by you.

7.4 Payment may be made by credit card. All credit card payments are subject to an administration fee of £1.00 for MasterCard, Visa, AMEX. There is a £1.00 administration fee for debit card payments.

Clause 8: Our liability for loss or damage / insurance

8.1 Our liability for loss or damage is limited, as set out in clause 8.1.1 below. If you require any additional coverage for your goods, it is your responsibility to make appropriate arrangements, as set out in clause 8.1.2 below:

8.1.1 In the event of our negligence or breach of contract resulting in loss of, or damage to your goods, if you accept our insurance we will cover a sum equivalent to the cost of their repair or replacement, whichever is the smaller sum, to an upper limit of seventy thousand pounds in total, subject to our insurance terms and conditions.

8.1.2 If you require any additional insurance coverage for your goods, it is your sole responsibility to make appropriate arrangements prior to commencement of the removal date, as per clause 3.1. We will not take any responsibility for claims above the amount stated in clause 8.1.1.

8.1.3 If arranging insurance cover yourself, you are advised to show this contract to your insurance company. Should the insurer require specific instructions to be given to us, this will be your responsibility to inform us in writing. Failure to do so will mean that we will not be held liable for any breach of the insurance policy. We will require a copy of the said insurance policy and certificate no later than 7 days prior to the removal date.

Our Liability insurance policy:

Your goods will be covered free for £5,000 on each of our vehicles and public liability of £1 Million unless you need additional cover. It is your responsibility to declare to Kinetikos Removal Service the value of your household contents, our insurance will only cover goods up to the value mentioned by you.

Clause 9: Damage to premises or property other than goods

9.1 It is not always possible to establish who was responsible for loss or damage. Therefore, our liability for loss or damage 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.

9.1.2 If we cause damage as a result of moving goods under your express instruction, against our advice and where to move 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 we will make good the damaged area only.

Clause 10: Exclusions of liability

10.1 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 if caused by any of the following circumstances:

10.1.1 By fire howsoever caused.

10.1.2 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, road traffic accidents or other such events outside our reasonable control.

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

10.1.4 By moth or vermin or similar infestation.

10.1.5 By cleaning, repairing or restoring unless we arranged for the work to be carried out.

10.1.6 Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion or gradual deterioration.

10.2 Nor shall we be liable for any of the following:

10.2.1 For any goods in wardrobes, drawers or appliances, or in a package, box, bundle, carton, case or other container not both packed and unpacked by us.

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

10.2.3 For any goods which have a pre-existing defect or are inherently defective.

10.2.4 For animals and their cages or tanks including pets, birds or fish.

10.2.5 For perishable items and/or those requiring a controlled environment.

10.2.6 For items referred to in Clause 4.

10.2.7 For damages to jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of a similar kind, howsoever caused, unless you have previously given us full particulars with value and we have confirmed in writing that we accept responsibility.

10.2.8 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.

10.3 No employee of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this agreement.

10.4 Our liability will cease upon handing over goods to you in accordance with clause 11.

Clause 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 Our quotation is based on access to be available at your new property anytime on the day of delivery, or as otherwise stated on our quotation or confirmed in writing. If, through no fault of our own, a situation arises which prevents the operatives accessing your new property, a waiting time charge will apply which will be charged at our standard rate.

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 of our control, including, but not

limited to, traffic, including road traffic accidents or in completion of a consolidation in the instances of a part-load service. 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.

12.4 We shall not be liable or in breach of contract for delays in performing or failure to perform any of our obligations under this agreement if such delays or failures result from events beyond our control, including, but not limited to, adverse weather conditions such as snow and ice. Such delays, failures, postponements or cancellations will result in additional services being performed or costs being incurred by us and will be for your account.

Clause 13: Our right to sub-contract the work

13.1 We reserve the right to sub-contract some or all of the work.

13.2 If we sub-contract, then these conditions will still apply.

Clause 14: Route and method

14.1 We have the right to choose the method and route by which to carry out the work.

14.2 Unless it has been specifically agreed otherwise in writing in our Quotation, other or spare space/volume/capacity on our vehicles and/or container may be utilised for consignments of other customers' goods.

Clause 15: Advice and information

Advice and information, in whatever form it may be given, is provided by the company for the customer only. Any advice given without special arrangement is provided gratuitously and without any contractual liability.

Clause 16: Your forwarding address

16.1 If you instruct us to store your goods, you must provide a correct and up to date address and telephone number and notify us of any 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

16.2 If you do not provide an address 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: We will charge you any costs incurred in establishing your whereabouts.

Clause 17: List of goods (inventory) or receipt

Where we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within 10 days of the date of our sending, or a reasonable period agreed between us, notifying us of any errors or omissions. In any correspondence to us notifying us of any omissions or errors on our list, you shall be required to note the nature of the errors and/or omissions. Should your correspondence be deemed to be incorrect we shall charge an administration fee of £25.00 plus vat in order to consider and investigate the matter further, this charge shall not be payable by you should the omission/error be our fault.

Clause 18: Our right to sell or dispose of the Goods

If payment of our charges relating to your goods is in arrears and, on giving you 28 days' notice you fail to pay the balance outstanding, we are entitled to require you to remove your 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. The cost of the sale or disposal will be charged to you. The 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.

Clause 19: 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 business days' notice. 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.

Clause 20: Handing over charges

If you make your own arrangements to collect the goods from storage, we are entitled to make a reasonable charge for handing them over. Our liability will cease upon handing over the goods.

Clause 21: Payment for storage

Payment for storage must be made on a monthly basis on, or before, the 1st of each month. Storage charges will be invoiced and are to be paid one month in advance.

Clause 22: Severance

22.1 If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the contract.

22.2 If any provision or part-provision of this contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Clause 23: Assignment and other dealings

23.1 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the contract and may subcontract or delegate in any manner any or all of its obligations under the contract to any third party or agent.

23.2 You shall not, without our prior written consent and subject to clause 5.1.4, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the contract.

Clause 24: Governing Law

This contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

Clause 25: Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

Clause 26: Waiver

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Clause 27: Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by a director.

Clause 28: No Partnership or Agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

Clause 29: Third Parties

A person who is not a party to the Contract shall not have any rights to enforce its terms.

Clause 30: The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the Regulations)

30.1 You have the right to cancel your instructions, without any further cost to you (beyond the cost of your deposit), within fourteen working days of us receiving your instructions. You could cancel the agreement by either sending it to us by post, e-mail or text.

30.2 If, however you wish the work to be carried out within 14 days of giving the instruction, and we have commenced that work, any cancellation will incur the full amount quoted.

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