



## **The BAR Commercial Moving Terms and Conditions of Contract**

**As amended May 2015**

These conditions explain the rights, obligations, and responsibilities of both the Remover and the Customer in relation to removal and storage services provided by the Remover, unless otherwise agreed in writing between the Remover and the Customer.

### **1. Parties**

The parties to the Contract are the Firm, Entity, or Company identified overleaf (the "Remover" or "us") and the person, entity, or Company identified overleaf (the "Customer" or "you") who requests the removal and/or storage services.

### **2. Definitions**

- a) "Work" means removal, transportation, lifting, handling, packing/unpacking, storage, and any other services rendered to you by us.
- b) "Premises" means the place(s) where the work is to be performed or the goods stored.
- c) "Equipment" means anything used by us in the execution of the work.
- d) "Contract" means the contract for the supply and acquisition of the Work.
- e) "Terms" means the standard terms of purchase set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Remover and the Customer.

### **3. Status**

The Remover is not a Common Carrier and does not contract as such.

### **4. Quotation and Price**

4.1 Unless otherwise agreed in writing:

- a) The Quotation will remain open for acceptance for 28 days from the Quotation date.
- b) The Quotation is for a fixed price, but the Remover is entitled to change the price after acceptance, if, due to circumstances beyond its control, the work against which the original price applied, changes.
- c) If, during performance of the Contract, the work changes through factors beyond the Remover's control, the Remover is entitled to change the price to reflect the changes in the work.

4.2 The quotation constitutes an offer by the Remover to acquire the Work subject to these Terms

## **5. Work excluded from the Quotation**

Unless otherwise agreed in writing the following work shall be excluded from the quotation and the Contract:

- a) The packing and/or unpacking of goods before and after a removal.
- b) The dismantling and/or re-assembly of furniture, fixtures, or fittings.
- c) The disconnection, preparation for transit, and re-connection of any electrical apparatus or equipment.
- d) The removal and/or relaying of carpets, blinds, curtains, and any removal/re-affixing of any wall mounted fixtures and fittings.

The Remover may be willing to carry out any or all of the services above for an additional agreed price.

## **6. Delays**

The Remover will use all reasonable endeavours to perform the work within or at the agreed time. It will, however, not be liable for any loss or damage, whether direct or indirect, or of a consequential nature resulting from its failure to perform the work within the agreed time. If the Remover is delayed in completing the work as a result of circumstances beyond its control, you agree to grant an extension of time for the work to be completed and further agree to pay any additional charges emanating from the provision of additional resources.

## **7. Customer's Warranties**

The Customer undertakes and warrants;

- a) The goods to be removed and/or stored are Your own property, or the goods are Your property free of any legal charge;
- b) That You have the full authority of the owner or anyone having a legal interest in them to enter into this Contract and You have made the owner fully aware of these terms and conditions prior to entering into this Contract and that they have agreed to them.
- c) That there is proper and suitable access at all appropriate times to his premises to enable the Remover to carry out the work described overleaf.
- d) That he shall be solely responsible for the safety and security of all of the goods up to the point of departure from the collecting address and as from the point of arrival at the delivery address.
- e) That he shall be solely responsible for the safeguarding of all the Remover's packing cases and any other removal equipment during such time as the same are at the collecting address or at the delivery address during the removal operation.
- f) That he will Obtain at his own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.
- g) That he will arrange and pay for any necessary parking facilities for the Removers vehicles, including any meter suspension charges incurred by Us in carrying out the work.
- h) That he will not submit for removal or storage any dangerous or toxic article or substance or which is likely to encourage vermin or other pests or likely to cause or transmit any infectious or contagious disease.
- i) If he 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.

- j) To ensure that there is an authorised signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collections or delivery of goods.
- k) That he 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 7(a) or 7(b) is untrue.
- l) If he wishes to transfer responsibility of this Contract to a third party he will advise Us in writing giving Us their full name and address. We will issue a new Contract to them. Our Contract with You will remain in force until We have received a signed Contract from the third party.

#### **8. Payment by Customer.**

- a) Unless previously otherwise agreed in writing, the Customer must pay in advance for all removal services and in any event must pay within 30 days of completion of the removal.
- b) If he does not pay within 30 days, the Customer shall pay interest on any outstanding balance at the rate of 2.5% per month (both before and after judgment) from the due date for payment until the outstanding amount has been paid in full.
- c) Set-off. The Customer shall not be entitled to withhold any part of the agreed price on the ground that he has a claim against the Remover arising out of this or any other contract.
- d) The payment amount detailed in an invoice is due by the stated Payment Due date. The total amount outstanding will be accelerated upon the customer's default on its payment obligation. Should the customer also acquire the service(s) of a subsidiary company or trading division of the Remover, the total amount outstanding to each subsidiary will become accelerated upon the customers default on its payment obligation to any one of the said subsidiary companies.

#### **9. Postponement of removal**

By way of liquidated damages the Customer agrees to pay the following sums in the event of his postponement of the removal:

- a) If notification of postponement is received by the Remover between seven to ten working days before removal, a sum representing 15% of the removal charges.
- b) If the notification is received less than seven working days before removal, a sum representing 20% of the removal charges.
- c) If the Customer does not stipulate a new date for the removal within 28 days of postponement the contract will be deemed to be cancelled.

#### **10. Cancellation of removal**

By way of liquidated damages the Customer agrees to pay a sum representing 50% of the removal charges in the event of his cancellation of the removal, save that if the cancellation is notified to the Remover less than 48 hours before removal the percentage shall rise to 75%.

#### **11. Sub-contracting**

The Remover reserves the right to sub-contract all or part of the removal work. If the Remover sub-contracts, he does so as the agent of the Customer which means that the removal will still be carried out in accordance with and subject to these terms and conditions.

## **12. Inter-change and method**

The Remover may at any time inter-change goods between vehicles and warehouses and may choose which route or by which means the goods shall be carried.

## **13. Inspection of goods and disposal of certain goods**

- a) The Remover reserves the right to open or inspect goods to ensure compliance with clause 7(h) above or in the interests of health, safety or security.
- b) If upon opening or inspecting the goods the Remover on reasonable grounds believes that the Customer is in breach of clause 7(h) above or that the goods pose a threat to health, safety or security the Remover shall be entitled (without prejudice to any other rights it may have) to dispose of the goods forthwith without compensation to the Customer.

## **14. Lien**

- 14.1 Goods received or held by the Remover are subject
- a) to a particular lien for the payment of removal or storage charges
  - b) to a general lien for all monies owed to the Remover for any services rendered to the Customer under this or any other contract
- 14.2 If the lien is not satisfied within 28 days of the Remover's notification of the exercise of such lien, the Remover shall be entitled to sell the Customer's goods and apply the proceeds of sale towards satisfaction of the lien.

## **15. Remover's Liability**

- 15.1 Nothing in this Contract shall limit or exclude the Remover's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 15.2 Subject to clause 15.1:
- (a) the Remover shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - (b) the Remover's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £40.00 per item up to a maximum of £[ ]. In the event that the Customer arranges all risks insurance then the Remover's liability will be limited to the risks covered in that policy.
- The Remover strongly advises the Customer to review his own insurance arrangements to ensure that he holds adequate cover.
- 15.3 Except as set out in this Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 15.4 This clause 15 shall survive termination of the Contract.

## **16. Time limits for reporting claims**

If it is believed that the Remover has been responsible for loss and/or damage to goods and/or premises, such claims must be made verbally within three working days of the alleged incident, and confirmed in writing within seven working days of the alleged incident, for such claim to receive attention. Any claim brought outside these time periods will not be accepted.

## **17. Claim by third party against the Remover**

If the Remover is required to pay any charge, expense, damage or penalty to a third party arising out of the performance of the contract, the Customer will indemnify the Remover against such payment unless it was brought about by the Remover's negligence.

## **18. Arbitration**

If any dispute or difference shall arise between the Remover and the Customer the matter shall be referred to the arbitration of a single arbitrator to be agreed between the parties or in default of agreement an arbitrator who is a barrister of not less than 10 years standing and appointed by the President for the time being of the British Association of Removers The arbitration shall take place in London if at the date of acceptance of the quotation the Customer resided in England or Wales or in Edinburgh if at the said date the Customer resided in Scotland.

## **19. Proper law of the Contract**

These terms and conditions shall be governed by English law if the Customer resided in England or Wales at the date of acceptance of the quotation or by Scottish law if at the said date the Customer resided in Scotland.

## **20. Variations of Terms**

No variation of these terms and conditions shall be effective unless the variation is recorded in writing and acknowledged by the other party prior to work commencing.

### *ADDITIONAL TERMS AND CONDITIONS FOR STORAGE OF GOODS*

## **21. Address of Customer**

The Customer must at all times keep the Remover informed in writing of his current address Notification of change of address shall not be effective unless it is acknowledged in writing by the Remover. The Remover agrees to make this acknowledgement promptly upon receipt of this notification. Any notice to the Customer (under this or any other clause herein) which is made to his last known address shall be deemed to be good notice and duly served 7 days after the date of posting.

## **22. Inventory**

Where an inventory is prepared it shall be deemed to be conclusive evidence of the Customer's goods which are stored, unless the Remover receives the Customer's notification in writing of any error or omission within 7 days of his receipt of the inventory. Such notification shall not be effective unless acknowledged in writing by the Remover. The Remover agrees to make this acknowledgement promptly upon receipt of this notification.

### **23. Payment of storage charges**

- a) Storage charges are payable 3 months in advance. If the Customer removes the goods from storage before the expiration of the 3 month period, the Remover will credit the account of the Customer for the unexpired portion of such period. This allowance will not be given for periods of less than one complete week.
- b) All charges (including removal charges) shall be paid (and any cheques cleared) before the goods are removed from storage.

### **24. Revision of storage charges**

The Remover shall be entitled to revise storage charges periodically. The Remover will give the Customer at least 28 days notice of an increase in charges, such increase to take effect at the beginning of the next accounting period.

### **25. Termination of storage contract**

- a) The Customer shall be entitled to terminate the storage contract by giving the Remover at least 14 days notice in writing. The notice shall not be effective unless received by the Remover. If the Remover agrees to release the goods on less than 14 days notice the Remover reserves the right to charge for the full 14 days period of notice.
- b) Provided the Customer is not in arrears with the payment of storage charges, the Remover shall not terminate the storage contract save on 3 months notice in writing.

### **26. Handling**

The Remover shall be entitled to make a separate charge for stowing or unstowing the goods and, if the Customer elects to make his own arrangements for the delivery or collection of goods to or from the warehouse, for receiving or handing over the same.

### **27. Damage to premises or property other than goods**

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:

- a) 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.
- b) 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.
- c) 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 a reasonable time. This is fundamental to the Contract.

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