



Hitchin Removals Ltd Terms and Conditions

These Terms and Conditions are designed to ensure there is no confusion about what Our service includes and excludes, and to explain the rights, obligation, and responsibilities of all parties to this agreement. If You are unclear about any element, please contact Us for clarification.

Where We use the words 'You' or 'Your' it means the customer. 'We', 'Us' or 'Our' means Hitchin Removals Ltd. These terms and conditions can be varied or amended subject to prior written agreement.

We draw Your attention to clauses 4, 7 and 9 to 12 which set out Our liability to You for loss or damage to goods or property, the time limit for claims, and Our policy regarding cancellations and postponements. Please read these clauses carefully.

By making a booking with Hitchin Removals Ltd You are accepting the following Terms and Conditions of Our service.

1. Our Quotation

- 1.1 Our Quotation, unless otherwise stated, does not include customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies. For the price quoted We agree to accept liability for loss or damage to Your goods and premises subject to clauses 2.2, 3.2, 5.2, 5.3 and the provision of clauses 4, 9, 10, 11 and 12.
- 1.2 Our Quotations are valid for twenty-eight days from the date of issue, unless agreed otherwise by Us in writing. Unless included in the quotation, additional charges will apply in the following circumstances:
- 1.2.1 We supply any additional services, including moving or storing extra goods (these conditions apply to such work). This includes but is not limited to, You providing an inventory that is not accurate, not showing Us all areas of Your property on Your survey, or Us having to move items that were not mentioned on Your survey.
- 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 Our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges beyond Our control.
- 1.2.4 The work is carried out on a Sunday or Public Holiday or outside normal hours (08.00-18.00hrs) at Your request.
- 1.2.5 We have to collect or deliver goods to/from a higher floor than declared, or if the lift is not usable, but We were advised that it would be.
- 1.2.6 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 to load and/or unload within 20 metres of the doorway.
- 1.2.7 If You or Your agents request collection or access to Your goods whilst they are in store.
- 1.2.8 We have to pay parking or other fees or charges (including fines where You have not arranged 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.
- 1.2.9 There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
- 1.2.10 We agree in writing to increase Our limit of liability set out in Clause 9.1.1 prior to the work commencing.
- 1.2.11 If access to the new property can't be gained before 2.00pm on the day of delivery. We will charge £120 including VAT per hour or part thereof until We gain access to the property.
- 1.3 You agree to pay any reasonable charges arising from the above circumstances.

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. If we agree to do so we are not responsible for any plumbing or any later issues that may arise.
- 2.1.3 Take up or lay fitted floor coverings or take down blinds, curtains, lights or TV brackets. If we agree to do so, we are not responsible for repairing any holes that the removal leaves behind.
- 2.1.4 Move items from a loft, unless properly lit, fully and securely boarded, and safe, secure access is provided by means of a fixed ladder and we have agreed to do so.
- 2.1.5 Move or store any items excluded under Clause 5.
- 2.1.6 Dismantle or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, outdoor play equipment, garden shelters, satellite dishes, or move planters, paving slabs and the like.
- 2.2 Our staff are not authorised or qualified to carry out such work. We recommend that a properly qualified person is separately employed by You to carry out these services

3. Your responsibility

- 3.1 It will be Your responsibility to:
- 3.1.1 Declare to Us, in writing, the value of the goods being removed and/or stored prior to the work commencing. If it is established that the value of the goods removed or stored is greater than the value You declared, You agree that Our liability under clause 9.1 will be reduced to reflect the proportion that Your declared value bears to their actual value. Obtain at Your own expense, all documents, permits, permissions, licenses and customs documents necessary for the removal to be completed.
- 3.1.2 Pay for any parking or meter suspension charges incurred by Us in carrying out the work.
- 3.1.3 Be present or represented throughout the collection and delivery of the removal.
- 3.1.4 Where We provide You with inventories, receipts, waybills, job sheets or other relevant documents You will ensure that they are signed and checked by You or Your authorised representative as confirmation of collection or delivery of the Goods.
- 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 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.
- 3.1.8 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
- 3.1.9 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.
- 3.1.10 Provide Us with a correct and up to date contact address and telephone number during removal transit and/or storage of goods.
- 3.1.11 If You have elected to pack yourself then all packing to be completed by the time of commencement of move. If this has not happened and it adds unforeseen time and/or work to the move then extra charges will apply.
- 3.1.12 To accurately advise Us of the general parking conditions for loading and unloading vehicles at Your current and new property. For example, yellow lines, one-way systems, weak drain / manhole covers, overhanging trees, narrow roads etc. We cannot be responsible for any delays caused or damage incurred.
- 3.1.13 Arrange appropriate transport, storage or disposal of goods listed in clause 5.

- 3.1.15 Agree to abide by the COVID-19 Best Practice Procedures and take all reasonable steps to ensure that our staff are able to carry out their duties in accordance with the Best Practice Procedures.

- 3.1.16 Ensure that your properties are safe and ready for moving into. Particularly if your property has undergone renovation work. We will not load or unload from / to properties if the condition and access on the day is not safe. This may include but is not limited to, unfinished and open stairs, temporary access steps i.e. pallets or breeze blocks, live wires hanging down, missing floorboards. Additional charges may apply if the condition results in additional manpower or time required to carry out the move. For example, we have to work around workmen or other contractors, skips blocking access, access routes being blocked. If the delivery property is not safe and we cannot unload, We will arrange storage for Your goods at Your cost. We will then organise Your re-delivery at the same cost to You of the original booked move (minus packing service cost, if this was booked). Re-delivery dates are subject to availability once the property is ready.

- 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.

4. Our responsibility

- 4.1 It is Our responsibility to deliver Your goods to You, or produce them for Your collection, undamaged. By "undamaged" We mean in the same condition as they were in at the time when they were packed or otherwise made ready for transportation and/ or storage.
- 4.2 In the event that We have undertaken to pack the goods, or otherwise make them ready for transportation and/or storage, it is Our responsibility to deliver them to You, or produce them for Your collection, undamaged. Again, by "undamaged" We mean in the same condition as they were in immediately prior to being packed/ made ready for transportation or storage.
- 4.3 If We fail to discharge the responsibilities identified in clause 4.1 and 4.2, We will, subject to the provisions of clauses 9, 11 and 12, be liable under this agreement to compensate You for such failure.
- 4.4 We will not be liable to compensate You where clauses 2.2, 3.2, 5.2 and 5.3 apply unless loss or damage occurred as a result of negligence or breach of contract on Our part.
- 4.5 If You do not provide Us with a declaration of value of Your goods, or if You do not require Us to accept standard liability pursuant to clause 9.1 We will not be liable to You for failure to discharge the responsibilities identified in clause 4.1 and 4.2, unless that failure was caused by negligence or breach of contract on Our part.
- 4.6 The amount of Our liability under this clause shall be determined in accordance with clauses 9 and 11.

5. Goods not to be submitted for removal or storage

- 5.1 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 not be moved or stored by Us as they may present a risk to health and safety, fire, or other risks. It will be Your responsibility to transport such goods.
- 5.1.1 Potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
- 5.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, bonds, furs, securities, mobile telephones, portable media and computing devices, stamps, coins, or goods or collections of any similar kind.
- 5.1.3 Goods likely to encourage vermin or other pests or to cause infestation or contamination.
- 5.1.4 Goods, which in Our opinion are hazardous to health, dirty or unhygienic. We may refuse such goods without liability to You.
- 5.1.5 Perishable items and/or those requiring a controlled environment.
- 5.1.6 Any pets, animals, birds, fish, reptiles or plants, whether in cage, tank or animal carrier.
- 5.1.7 Goods which require special license or government permission for export or import.
- 5.1.8 Prohibited or stolen goods, drugs or pornographic material.
- 5.2 If We do agree to move or store such goods, We will not accept liability for loss or damage unless We are negligent or in breach of contract, in which case all these conditions will apply.
- 5.3 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.
6. Ownership of goods
- 6.1 By entering into this agreement, You guarantee that:
- 6.1.1 The goods to be removed and/or stored are Your own property, or
- 6.1.2 The person(s) who own or have an interest in the goods have given You authority to make this contract and have been made aware of these conditions.
- 6.1.3 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.
- 6.1.4 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 6.1.1 or 6.1.2 is untrue.
- 6.1.5 If You wish to transfer responsibility of this Agreement to a third party You must advise Us in writing giving Us their full name and address. We will issue a new agreement to them. Our Agreement with You will remain in force until We have received a signed agreement from the third party.

7. Charges if You postpone or cancel Your booking

- 7.1 If a date for the services is agreed upon and booked, and you subsequently require that date to be altered, postponed or cancelled or the goods are not available on that date, we will be entitled to charge a reasonable postponement or cancellation fee, dependent on the notice received, as set out below at 7.1.1 – 7.1.4. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays. "Date of Your booking" refers to the first day You are booked for Us to attend, whether this is the moving day or packing day. "Full working day" means that You have informed Us before 10.00am on that day. If You inform Us later in the day, this day does not count as a full working day. For example, if You are moving on a Wednesday and You inform Us at 2.00pm on the Monday prior, this is 6 full working days notice (Tuesday, Wednesday, Thursday, Friday, Monday & Tuesday) and liable for a 50% charge. This example is assuming there are no Public Holidays in-between.
- If You have made a booking and You need to postpone, We cannot guarantee that We will have availability on Your new moving date - You should check Our availability first. We will not be held liable if We cannot accommodate Your new date.
- 7.1.1 More than 15 full working days prior to the date of Your booking: no charge.
- 7.1.2 Between 9 and 14 full working days inclusive prior to the date of Your booking: 30% charge.
- 7.1.3 Between 6 and 8 full working days inclusive prior to the date of Your booking: 50% charge.
- 7.1.4 Less than 5 full working days inclusive before the date of Your booking: 100% charge.
- 7.2 If cancellation is more the 15 full working days notice and a deposit has been paid and/or boxes delivered, then We will make a nominal charge to cover the cost of delivery/collection/cancellation.
- 7.3 We do not advise Customers to pay a deposit unless their moving date is confirmed. Note that this also means that no date has been secured and We will not hold or guarantee availability.

8. Payment

- 8.1 Unless otherwise agreed by Us in writing, payment is required in full by cleared funds in advance of the removal or storage period. In default of such payment We reserve the right to refuse to commence removal or storage until such payment is received.
- 8.2 A 50% deposit is required in order to secure Your booking, unless otherwise agreed in writing. We cannot hold or provisionally book a date until a deposit is received. The remaining 50% is due 5 working days prior to the date of Your booking
- 8.2 Storage charges are due 4 weekly in advance and are to be paid via direct debit. Any overpayments will be deducted from Your re-delivery charge.

- 8.3 You may not withhold any part of the agreed price. In respect of all sums which are overdue to Us, We will charge interest on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.
- 9. Determination of Our liability for loss or damage (excludes self-storage / mobile self-storage – see Clause 29)**
- 9.1 Standard Liability**
- 9.1.1 If You declare to Us of the value of Your goods, prior to the work commencing, and subject to clause 3.1.1, the amount of Our liability to You in the event of loss or damage to those goods in breach of clause 4 will be determined by clauses 9.1.2, 9.1.3 and 11 below, subject to a maximum liability of £25,000 in the event of the total loss of the goods. We may agree to accept liability for a higher amount, in which case, We may make an additional charge.
- 9.1.2 In the event of loss of or damage to Your goods in breach of clause 4, Our liability to You is to be assessed as a sum equivalent to the cost of their repair or replacement whichever is the smaller sum, taking into account the age and condition of the goods immediately prior to their loss or damage, up to the maximum liability of £25,000 referred to in clause 9.1.1 (unless We have agreed a higher amount with You).
- 9.1.3 Where the lost or damaged item is part of a pair or set, Our liability to You, where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set.
- 9.1.4 In the event of Our liability to You representing the full value of an item, We may at Our discretion, remove it as salvage. Where items are capable of repair for a sum less than the replacement cost, taking into account the age and condition, the repair cost will be Our maximum liability.
- 9.1.5 In the event of loss of or damage to Your goods, We are not liable on a 'new for old' basis. Our liability to You is to be assessed as a sum equivalent to the cost of their repair or replacement, whichever is the smaller sum, taking into account the age and condition of the goods at the time of their loss or damage. This could be a repair/restoration to previous condition, the sourcing and supplying of a second hand replacement of the same or similar, or a pay-out that equates to the current value of a similar item of the same age and condition, less depreciation, determined by Us or Our insurer.
- 9.1.6 In the event of pay-out being made or a replacement supplied by Us, in the event of a damaged item, then this payment/item is subject to the said damaged item becoming the property of Hitchin Removals Ltd.
- 9.2 Limited Liability**
- 9.2.1 If You have not provided Us with a declaration of value prior to the work commencing, or if You do not require Us to apply the Standard Liability in clause 9.1, then Our liability to You will be determined in accordance with Clauses 9.1.3, 9.2.2 and 11.
- 9.2.2 In the event of loss of or damage to Your goods caused by Our negligence or breach of contract, Our liability to You shall not exceed £40 per item. An item is defined as: The entire contents of a box, parcel or package, or any other object or thing that is moved, handled or stored by Us. Your attention is drawn to clause 11.1 which applies to Limited Liability.
- 9.3 For goods destined to or received from a place outside the UK**
- 9.3.1 We will only accept Standard Liability if You provide us with a detailed valuation of Your goods on the valuation form which We provide. All other provisions of Clause 9.1 will apply.
- 9.3.2 We do not accept liability for loss of or damage to goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless We have been negligent or in breach of contract.
- 9.3.3 We do not accept liability for loss of or damage to goods occurring in certain overseas countries, including Gambia, Iran, Iraq, Nigeria, Libya, Lebanon, Angola, Cambodia, Vietnam, N. Korea and Former States of the USSR, unless We have been negligent or in breach of contract. This list is not exhaustive, and We will advise You at the time of quotation if this exclusion applies.
- 9.3.4 Subject to clauses 9.1 and 9.2 above, We will 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.
- 9.4 If We deliver into a property where other contractors are present, for example a property still undergoing renovation works; if other contractors move or are working around the goods once We have delivered them, We can no longer be liable for any damage unless the damage is noted at time of delivery, as it is not always possible to establish who was responsible for loss or damage.
- 10. Damage to premises or property other than goods**
- 10.1 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:
- 10.1.1 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. This does not include minor scuffs on walls, ceilings or other areas, that cannot be avoided in the process of certain large items being manoeuvred round tight corners, corridors or stairways.
- 10.1.2 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.
- 10.1.3 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 completion form or inform Us in writing as soon as practically possible after the damage occurs or is discovered, within a reasonable time. This is fundamental to the Agreement.
- 11. Exclusions of liability**
- 11.1 In respect of Limited Liability, We will not be liable for loss of or damage to Your goods as a result of fire or explosion howsoever that fire or explosion was caused, unless We have been negligent or in breach of contract.
- 11.2 Unless We are negligent or in breach of contract (in which case Our liability will be limited under either Standard or Limited Liability as set out in Clause 9) We will not be liable for any loss of, damage to, or failure to produce the following goods:
- 11.2.1 Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones
- 11.2.2 Plants or goods likely to encourage moth vermin or other pests or to cause infestation or contamination.
- 11.2.3 Perishable items and/or those requiring a controlled environment.
- 11.2.4 Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.
- 11.2.5 Damage to flat-pack furniture, unless directly due to our negligence. Flat-pack furniture is not designed to be dismantled and re-built, nor is it structurally built to move whole.
- 11.2.6 Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds, Mobile Telephones, Portable Media and Computing Devices.
- 11.2.7 Any animals, birds or fish.
- 11.3 In respect of Standard Liability and Limited Liability, other than as a result of Our negligence or breach of contract We will not be liable for any loss of, damage to, or failure to produce the goods if caused by any of the following circumstances:
- 11.3.1 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.
- 11.3.2 Loss or damage arising from ionising radiations or radioactive contamination.
- 11.3.3 Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack.
- 11.3.4 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 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.
- 11.3.5 By 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.
- 11.3.6 By vermin, moth, insects and similar infestation.
- 11.3.7 By cleaning, repairing or restoring unless We arranged for the work to be carried out.
- 11.3.8 Changes to atmospheric conditions which results in mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water caused by Our negligence or breach of contract.
- 11.3.9 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.
- 11.3.10 Loss of or damage to china, glassware and fragile items unless they have been both professionally packed and unpacked by Us or Our Subcontractor. In the event of an accident involving an owner packed container where damage would have occurred irrespective of the quality of the packing, then Our maximum liability is limited to £100 for the entire contents of the box or the actual value of the damaged items (taking into account the items age and condition at the time of loss or damage) whichever is less.
- 11.3.11 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
- 11.3.12 Loss or damage of motor vehicles caused by scratching, denting and marring unless You obtain from Us a pre-collection condition report.
- 11.3.13 Loss or damage to a vehicle whilst being driven or for the purpose of being driven under its own power other than for the purpose of loading onto or unloading from the carrying conveyance or container. Loss or damage sustained by accessories and removable items unless lost with the vehicle
- 11.3.14 For any goods which have a pre-existing defect or are inherently defective.
- 11.4 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.
- 11.5 Our liability will cease upon handing over goods from Our warehouse or upon completion of delivery (see Clause 12.1 below).
- 11.6 Customers are not insured to help move goods in and out of the vehicle(s). Any person helping with loading or removal of goods from the vehicle does so entirely at their own risk. We will not be liable for any injuries incurred while loading or removing goods from the vehicle, and any items or property damaged whilst in the Customer's control or when the Customer is assisting with lifting, We shall not be liable for.
- 12. Time limit for claims**
- 12.1 If You or Your authorised representative collect the goods, We must be notified in writing of any loss or damage at the time the goods are handed to You or Your agent otherwise We shall not be liable.
- 12.2 Notwithstanding clauses 9, 10 and 11 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, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of delivery of the goods by us.
- 12.3 For goods which We deliver, You must advise us in writing of any loss and damage within seven days of delivery by us. 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.
- 13. Delays in transit**
- 13.1 Other than by reason of Our negligence or breach of contract, We will not be liable for delays in transit.
- 13.2 If through no fault of Ours We are unable to deliver Your goods, 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.
- 13.3 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 changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company and port congestion. 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.
- 14. Our Right to Hold the Goods (lien)**
- 14.1 We shall have a right to withhold and/or ultimately dispose of some or all of the goods until You have paid all Our charges and any other payments due under this or any other Agreement. (See also Clause 23). These include any charges that We have paid out on Your behalf. While We hold the goods You will be liable to pay all storage charges and other costs (including legal costs) incurred by Our withholding Your goods and these terms and conditions shall continue to apply.
- 15. Disputes**
- If there is a dispute arising from this agreement which cannot be resolved, subject to the agreement of both parties, either You or We may refer the dispute to an arbitrator appointed by the Chartered Institute of Arbitrators. The cost of any such arbitration will be at the discretion of the arbitrator. This does not prejudice Your right to commence court proceedings
- 16. Our Right to sub-contract the work**
- 16.1 We reserve the right to sub-contract some or all of the work.
- 16.2 If We sub-contract then these conditions will still apply.
- 17. Route and method**
- 17.1 We have the right to choose the method and route by which to carry out the work and the location in respect of storage.
- 17.2 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.
- 18. Advice and information for International Removals**
- We will use Our reasonable endeavours to provide You with up to date information to assist You with the import/export of Your goods. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is Your responsibility to seek appropriate advice to verify the accuracy of any information provided.
- 19. Applicable law**
- Any dispute between Us will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts. If You currently reside or are moving to a place outside the jurisdiction of the Courts of the United Kingdom, alternative laws or jurisdiction of local courts may apply subject to Our written agreement prior to the work or services commencing.
- 20. Your forwarding address**
- 20.1 If You instruct Us to store Your goods, You must provide a correct and up to date address and telephone number and notify Us 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.
- 20.2 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: If We are unable to contact You, We will charge You any costs incurred in establishing Your whereabouts.
- 20.3 You must provide us with a next of kin details for your goods in storage. In the event that you are unable to take ownership of your goods, for example, due to medical reasons or death, We will use these details as the person who we can discuss your storage with and provide access to your goods.
- 21. 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 within a reasonable period agreed between Us, notifying Us of any errors or omissions. The inventory need not state the contents of individual boxes, suitcases, bundle, package, or other container.
- 22. Revision of storage charges**
We review Our storage charges periodically. You will be given 4 weeks' notice in writing of any increases.
- 23. 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 three months' notice, 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.
- 24. 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 3 full working days' notice (working days are defined in Clause 7 above). 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.
- 25. Storage**
- 25.1 Containerised storage is not easily accessible, and should there be an urgent requirement to access any items, a handling charge of £60 + VAT per container will apply, plus delivery charges if We are to deliver contents to You. We require a minimum of 3 full working days notice to access containers, and should You provide less notice, either to access or book out for re-delivery, permitting We have availability, late notice charges will apply in addition to the handling charge. Late notice charges per container are: Less than 2 full working days: £15.00 + VAT, Less than 1 full working day: £20.00 + VAT, Same day (6 hours service): £40.00 + VAT.
- 25.2 Storage re-delivery dates are subject to availability.
- 25.3 Hand out charges: If You wish to make Your own arrangements to collect the goods from storage, there will be a charge of £60 + VAT per container to arrange and oversee the collection. Our liability will cease upon handing the goods over.
- 26. Loan boxes**
- 26.1 All boxes supplied are multi-use, and may be supplied to you new or pre-used. The boxes are on loan to You unless quoted otherwise in writing. Unless purchased, all boxes remain the property of Hitchin Removals Ltd.
- 26.2 Boxes must be returned clean and undamaged, within 2 weeks following Your move date, unless otherwise agreed in writing. If You need to loan the boxes for a longer duration, this must be agreed in advance and We will charge You a nominal fee for this.
- 26.3 Damaged boxes or boxes not returned will be charged for at the current retail rate. This excludes normal removal wear. Chargeable damage will include, but is not limited to
a) Boxes stored in a damp/wet environment, caused the cardboard to weaken/disintegrate.
b) Boxes ripped, crushed, or folded against the standard crease.
c) Boxes written on.
- 26.4 In the event that Your removal and/or storage is not conducted by Us but We have already delivered boxes, You will either:
a) Not use the boxes, and return the boxes in the same condition as supplied. We will charge a fee for the delivery and/or collection.
b) Buy and keep the boxes at the current retail rate.
c) Buy, use and return the boxes, undamaged, at 50% of the current retail rate.
- 27. Key waiting**
- 27.1 If access to Your new property cannot be gained by 2.00pm on the day of delivery (including waiting for previous owners to vacate), We will charge £120.00 inc VAT per hour up until the time We gain access to the property. Unless a Key Waiver has been purchased prior to the first day of Your booking.
- 27.2 If key exchange does not happen and We cannot gain access to Your new property at all on Your removal day, We will arrange storage for Your goods at Your cost. We will then organise Your re-delivery at the same cost to You of the original booked move (minus packing service cost, if this was booked). Re-delivery dates are subject to availability once you have completed. If We are not available to re-deliver the following working day, We will offer the next available day that We have. On Your removal day, the team will only be able to wait until 4.00pm or the time that their working hours are up, according to the Working Time Directive. Dependant on the time that access was gained, the volume to be unloaded, and working hours, a partial delivery may have to be made, with the balance another day, at Your cost.
- 28. Self-Storage / Mobile Self-Storage**
- 27.1 We will deliver the container(s) to you for you to load. We can only leave the container(s) with you if there is suitable parking and access.
- 27.2 Parking and ensuring there is adequate access is the responsibility of the customer. If this has not been arranged, or access does not allow our trailer to get in, we will be unable to leave the container(s) with you. No refund in part of full will be given for the failed delivery.
- 27.3 We will not leave the trailer in an unsafe location or where parking is not permitted.
- 27.4 This service does not include loading or packing of any items. Loading of the containers is to be done entirely by the customer.
- 29. Liability for Self-Storage**
- 29.1 The above Liability terms do not apply for self-storage. In respect of Self-Storage / Mobile Self-Storage, cover is restricted to loss and/or damage to Customer's property from the following perils only:
- 29.1.1 During Transit: Fire, collision and/or overturning of the conveying vehicle / trailer and theft of the entire load.
- 29.1.2 During Storage: Fire, Lightning, Explosion, Earthquake, Storm, Flood, Burst Pipes, Theft accompanied by forcible or violent entry or exit, Riot, Strike, Civil Commotion or Malicious Damage.
- 29.1.3 Only when packed by Us: As per 29.1.2 and 29.1.3 above but extending to include cover in respect of breaking, scratching, denting, chipping, staining, tearing and theft as a result of inadequate packaging or reasonably attributable to physical damage from a transit related external cause.
- 29.2 Duration of cover: In respect of Mobile Self-Storage, coverage attached from the time the Property is collected from the residence or business location of the Insured for the commencement of transit to the storage premises and ceases upon removal from storage.
- 29.3 No coverage applies during loading or unloading unless such loading and unloading is undertaken by Us.