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**ARROW REMOVALS  
TERMS AND CONDITIONS OF REMOVALS**

**1. Parties**

The parties to this contract are the firm or company identified as 'Arrow Removals & Storage' (the contractor) and the person who requests the removal or storage services (the customer)

**2. Quotation and Price**

(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 contractor is entitled to increase the price after acceptance if due to circumstances beyond its control the performance of the contract becomes substantially more onerous for the contractor to carry out

(c) The increase in price shall be limited to the extra cost occasioned to the contractor in carrying out the contract.

(d) The price for a 2 man removal local (within 20 miles of base depot) will be £50.00 per hour (2 man removal) + vat or £65.00 (for a 3 man removal) +VAT and will be charged from leaving our depot until return to our depot.

(e) This price in section (d) is only applicable if the customer is paying by an hourly rate and a quote has not been given in writing for a fixed price following a visit to the customer's property.

(f) If following a fixed price quotation due to no fault of the contractor we cannot unload for any reason (exchange of keys, funds, or customer delayed arrival) a charge of £50.00 or £60.00 per hour will be incurred by the customer until unloading can take place.

(g) The contractor has the right to increase a fixed price quote if following the visit for the quotation the customer adds items to the inventory not disclosed at the time of the quotation.

(h) The normal hourly rate applies between the hours of 8am and 5.30pm after this time the hourly rate is plus £20.00 per hour to cover overtime payments.

**3. Quotation and price**

(a) The following work is excluded unless identified separately

The packing or unpacking of goods before or after removal

The dismantling or re-assembly of furniture, fixtures or fittings

The disconnection preparation for transit or reconnection of electrical apparatus or equipment

The removal or re-laying or re-hanging of fitted floor coverings, curtains or blinds

(b) The contractor may however be willing to carry out the above-mentioned work for an agreed price.

(c) The contractor shall not be liable for damage to furniture during dismantling and re-assembly

**4. Customers Warranties**

The customer undertakes and warranties

(a) That they are the owners of the goods to be removed or stored

(d) That if they are not the owner of the goods they are authorised or have the consent of the owner to enter into this contract

(e) There is proper and suitable access at all appropriate times to these premises to enable the work to be carried out by the contractor

(f) That they shall be solely responsible for the safety and security of all the goods up to the point of departure from the collecting address and as from the point of arrival at the delivery address

(g) That they shall be solely responsible for the safeguarding of all the contractor'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

(h) That they will obtain at their expense all documents necessary for the removal to be carried out

(i) That they will pay for any necessary parking facilities for the contractor's vehicles

(j) That they will not submit for removal or storage any dangerous or toxic article's or substances or which is likely to encourage vermin or other pests or likely to cause or transmit any infectious or contagious disease

(k) All items of a fragile nature must be labelled as such and wrapped by the customer (or the contractor if packed by them) to prevent damage, this includes glass shelves, glass table tops, pictures, cooker tops, and mirrors. (bubble wrap is an acceptable form of wrapping)

(l) The customer is liable for any parking fine issued because of no parking facilities or parking restrictions close to the customer's property or delivery address.

**5. Payment by Customer**

(a) Unless previously otherwise agreed in writing the customer must pay on the day of removal for all services and in any event within 7 days of completion of the removal

(b) If the customer does not pay within 7 days, the customer shall pay interest on any outstanding balance at the rate of 2.5% per month

(c) If due to any circumstances a payment is made by cheque and is not honoured by a bank, a charge of £20.00 will be added to the customer's bill for each returned cheque

(d) SET-OFF. The customer shall not be entitled to withhold any part of the agreed price on the ground that they have a claim against the contractor arising out of this or any other contract

(e) Payment by credit card, cheque or cash is acceptable on completion of the removal

(f) If the customer's items are being delivered from our storage depot all payment must be cleared or in cash before delivery or unloading.

**6. Postponement of removal**

(a) If the notification is received less than 2 days before the removal a sum of £100 will be due for payment by the customer

(b) A deposit may be taken at busy times if a particular date is required, this deposit is non-refundable if the removal is cancelled

**8. Sub-Contracting**

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

**8a. Inter-change method**

The contractor 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

**9a. Removal from storage**

If the customer wishes to remove their own goods from storage, after they have been placed into store by the contractor all insurance will be invalidated.

There will also be a charge by the contractor for access to storage.

**10. Inspection of goods and disposal of certain goods**

(a) The contractor reserves the right to open and inspect goods to ensure compliance with clause 4(h) above or in the interests of health and safety or security

(b) If upon opening or inspecting the goods the contractor on reasonable grounds believes that the customer is in breach of clause 4(h) above or that the goods cause a threat to the health and safety or security the contractor shall be entitled (without prejudice to any other rights it may have) to dispose of the goods forthwith without compensation to the customer

**11. Lien**

(a) Goods received or held by the contractor are subject

1. To a particular lien for the payment of removal or storage charges

2. To a general lien for all moneys owed to the contractor for any services rendered to the customer under this or any other contract

(b) If the lien is not satisfied within 28 days of the contractor's notification of the excise of such lien the contractor shall be entitled to sell the customer's goods and apply the proceeds of the sale towards satisfaction of the lien.

**12. Contractor's Liability**

(a) The contractor shall not be liable for any loss or damage of any description (other than death or personal injury) due to any delay or miss-delivery of goods whether caused by the contractor's negligence or breach of any term of this contract (whether express or implied. Statutory or otherwise) or caused in some other manner

(b) In particular the contractor shall not be liable for any consequential loss or damage of any description howsoever arising

(c) The contractor is able to arrange suitable insurance at competitive premiums if the customer accepts this insurance the contractor's liability will be limited to the risks covered by the policy. If the customer does not except this insurance clauses 12 (a) + (b) shall apply and the contractor strongly advises the customer to review his own insurance arrangements to insure adequate cover.

**13. Damages**

(a) The contractor shall not be liable for the first £100 of any claim for damage

(b) Damage is limited to £10 per item for all items of Crockery/Glass/Pottery unless listed separately.

(c) Should any damage to your property occur during removal by the contractor the customer should notify us both at the time of removal and within a reasonable time frame in writing.

(d) The contractor would expect the opportunity to repair the damage ourselves where possible with a reputable company of our own choice.

(e) The contractor holds no liability for damage to system or kit furniture constructed of veneered chipboard or any reduction in the quality.

(f) The contractor holds no liability for electrical, electronic or mechanical derangement of any items of electrical, electronic, or mechanical equipment, machinery, apparatus or instrument (s) unless external physical damage has occurred or other than as a direct result of fire, derailment, collision or overturning of the conveying vehicle, vessel or aircraft.

(g) The contractor will only be liable for damage to the property (Home) when moving in/out to the maximum 50% of the total cost of the removal under our 'public liability insurance policy'

(h) The contractor cannot be held liable for damage to 'floors or floor coverings' in the removal or delivery of 'safes, double cookers, Agas, pianos, or American style fridge freezers,' or 'items of unusual size or weight ' not usually found in domestic properties

(i) The contractor shall not be liable for any costs incurred to the customer if the contractor fails to arrive on the date of removal.

**14. Claim by third party against the contractor**

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

**15. 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 at the said date the customer resided in Scotland

**16. Variation 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