



EzeMove Terms and conditions

These conditions explain the rights, obligations and responsibilities of all parties to this Agreement. The word 'you' or 'your' means the Customer; 'we', 'us' or 'our' means EZEMOVE. These terms and conditions can be varied or amended subject to prior written agreement. Your attention is drawn to Clauses 9, 10, 11 and 12 which set out our liability to you for loss of or damage to goods and property.

1 Our Quotation

1.1 Our quotation, unless otherwise stated, does not include customs duties and inspectors or any other fees or taxes payable to government bodies. It does include us accepting liability for goods, subject to the provisions of Clauses 9, 10 and 11.

1.2 We reserve the right to change the price or make additional charges in any of the following circumstances if they have not been taken into account when preparing our quotation and confirmed by us in writing.

1.2.1 You do not accept our quotation in writing within 28 days, or the work is not carried out or completed within three months.

1.2.2 Our costs change because of currency fluctuations or changes in taxation or freight charges beyond our control.

1.2.3 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00 - 18.00 hours) at your request.

1.2.4 We have to collect or deliver goods at your request above the ground floor and first upper floor.

1.2.5 We supply any additional services, including moving extra goods (these conditions apply to such work).

1.2.6 The stairs, lifts or doorways are inadequate for free movement of 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 doorway.

1.2.7 We have to pay parking or other fees or charges in order to carry out services on your behalf. This includes parking fines due to poor parking conditions. It is the customer's responsibility to provide our vehicles with adequate parking. Any parking restrictions or complications should be consulted with your local Council prior to the move in order to avoid any fines.

1.2.8 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.

1.2.9 We agree in writing to increase our limit of liability set out in Clause 9.1.

1.2.10 Any other unforeseen circumstances beyond our control.



1.3 In any such circumstances, adjusted charges may apply and become payable.

1.4 If, for reasons beyond our control, delays are encountered post-loading, such as customer not arriving to delivery address due to travel complications, delays from estate agents or lawyers, unarranged additional work carried out, poor access etc we reserve the right to charge £350 per additional working day for storage if no storage has already been organised.

2 Work not included in the quotation

2.1 Unless agreed by us in writing, we will not:

2.1.1 Dismantle or assemble units or system furniture (flat pack), fitments or fittings. This is a chargeable service if required for basic furniture.

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 from a loft, unless properly lit and floored and safe access is provided.

2.1.5 Move or store any items excluded under Clause 5.

2.1.6 Pay customs clearance charges & administration for non EU Countries. This is charged separately accordingly.

2.2 Our staff are not authorized or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services. If our staff agree to carry out such work without our agreement, we will not be liable for any loss or damage.

3 Your responsibility

3.1 It will be your sole responsibility to:

3.1.1 Declare any access restrictions such as long carrying distances (over 20 meters between vehicle and property) or collection / delivery from a flat / apartment on second floor and above, including properties with over 1 storey. Failure to declare such information prior to booking will result on additional charges.

3.1.2 Declare to us, in writing, the value of the goods being removed. We must be notified of any item over £250.

3.1.3 Obtain at your own expense all documents, permits, permissions, licenses, customs documents necessary for the removal to be completed.

3.1.4 Be present or represented during the collection and delivery of the removal.

3.1.5 Ensure an authorized signature is given on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of goods.

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



3.1.7 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.

3.1.8 Prepare adequately and stabilize all appliances or electrical equipment prior to their removal.

3.1.9 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.

3.1.10 Provide us with a contact address and mobile telephone for correspondence during removal transit of goods.

3.2 In order to prevent fraudulent activities or injury; under no circumstance should a client load his or her personal belongings onto our vehicles.

3.3 If you fail to discharge these responsibilities, we will not be liable unless it is proved that any loss or damage was caused by our negligence.

4 Our Responsibilities

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, 3.3, 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

5.1 Unless previously agreed in writing by a director or other authorized company representative, the following items must not be submitted for removal and will under no circumstances be moved by us. The items listed under 5.1.1 below may present risks to health and safety and fire. Items listed under 5.1.2 to 5.1.7 below carry other risks and you should make your own arrangements for their transport and storage.



5.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items including gas bottles, aerosols, paints, firearms, ammunition & Weapons of Mass Destruction.

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

5.1.3 General Scrap. Items such as bricks, concrete blocks, scrap wood and loose mechanical parts of any kind.

5.1.4 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

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

5.1.6 Any animals, birds or fish.

5.1.7 Goods which require special license or government permission for export or import.

5.2 If we do agree to remove such goods, you agree that we will not be liable for loss or damage unless we are negligent, 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 will apply for an appropriate court order to dispose of any such goods found in the consignment without notice. You will furthermore pay to us any charges, expenses, damages, legal costs or penalties incurred by us.

6. Ownership of the goods

6.1 By entering into this Agreement, you confirm 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 them have given you authority to make this contract and have been made aware of these conditions.

6.1.3 You will pay us for any claim for damages and/or costs brought against us if either 6.1.1. or 6.1.2 is not true.

7. Charges if you postpone or cancel the removal

7.1 If you postpone* or cancel this Agreement, we will charge you according to how much notice is given. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and public Holidays. *A customer can postpone a job no more than 2 times without losing the deposit. Initial Deposits are non refundable.

7.1.1 **Cancellation or postponement:** More than 10 working days before the removal was due to start; No charge.

7.1.2 **Cancellation:** Between 5 and 10 working days inclusive before the removal was due to start: 30% of the removal charge.



7.1.3 Cancellation: Less than 5 working days before the removal was due to start: 50% of the removal charge

7.1.4 Postponement: Between 5 and 10 working days inclusive before the removal was due to start: No charge.

7.1.5 Postponement: Less than 5 working days before the removal was due to start: 50% of the removal charge up to a maximum of £150.

8. Payment

8.1 Unless otherwise agreed by us in writing:

8.1.1 Payment is required by cleared funds in advance or on the day of the removal. A 20% non-refundable booking fee will be taken prior to the moving day and the remaining balance must be cleared by the moving day (if paying by bank transfer) or paid in cash on the day.

8.1.2 You may not withhold any part of the agreed price for any reason.

8.1.3 In respect of all sums which are overdue to us, we will charge interest calculated at 10% of the original job cost or outstanding balance per week, starting from the original due date.

9. Our liability for loss or damage

9.1 Declared Value Liability

9.1.1 If you provide us with a declaration of the value of your goods, you agree that our full liability for loss or damage is subject to clauses 9.1.2 and 10 below. The maximum amount you are insured for is £10,000. This amount if necessary can be raised on request. Please check with your home insurers as many provide insurance coverage for relocations.

9.1.2 In the event of loss of or damage to your goods, we will pay a sum equivalent to the cost of their repair or replacement up to the value of the item or item in like condition and similar age, and subject to our agreed overall limit liability.

9.2 Limited Liability

9.2.1 If you do not provide us with a declaration of value, or if you do not require us to accept Declared Value Liability, then you agree that our liability will be limited subject to Clauses 9.2.2 and 10 below.

9.2.2 In the event of our proved negligence resulting in loss of or damage to your goods, we will pay a sum equivalent to the proven cost of their repair or replacement, up to a maximum of £250 for any one item including owner packed Goods. Unless we have been previously notified of any individual item involved in a claim exceeding the value of £250, these terms will apply. (Your attention is drawn to clause 10.1 which applies to Limited Liability)

9.3 For goods destined to or received from a place outside the UK

9.3.1 Additional Terms and Conditions apply and are available on request.



10 Exclusions of liability

10.1 In respect of Limited Liability (clause 9.2) we will not be liable for fire or explosion howsoever caused.

10.2 In respect of Declared Value Liability and Limited Liability, we will not be liable for any loss or damage or failure to produce the following goods:

10.2.1 Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents Electronically held Data records, Mobile telephones.

10.2.2 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

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

10.2.4 Furs exceeding £100 in value. Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds, Any animals, birds or fish.

10.3 In respect of Declared Value Liability and Limited Liability, 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:

10.3.1 By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not) civil war, terrorism, rebellion and/or military coup, Act of God, industrial action, or such events outside our reasonable control.

10.3.2 Loss or damage arising from ionising radiations or radioactive contamination.

10.3.3 Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack.

10.3.4 Indirect or consequential loss of any kind or description.

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

10.3.6 By vermin, moth, insects and similar infestation, damp, mould, mildew or wet.

10.3.7 By cleaning, repairing or restoring unless we did the work.

10.3.8 By change to atmospheric or climate conditions.

10.3.9 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.

10.3.10 Loss of or damage to china, glassware and fragile items unless they have been both professionally packed and unpacked by the Remover or his Subcontractor.

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

10.3.12 Pairs and Sets.. It is not the intention to pay for items which are not affected. If, therefore, a claim is made for an item which is part of a pair or set then we will only pay the actual value of



that item in isolation. The payment will be made without reference to any particular value the item might have acquired simply because it is part of a pair or set.

10.3.13 Loss or damage to a vehicle whilst being driven or for the propose 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.

10.3.14 For any goods which have a pre-existing defect or are inherently defective. This also applies to built flat pack furniture i.e.: MFI & IKEA (Furniture designed to be built and left static).

10.3.15 For any electrical goods that are collected in good faith, without knowledge of internal working condition / integrity. This applies to items such as computers, televisions, music systems and white goods. If there is no obvious external damage that can be linked to an apparent no longer functional item, we will assume it was collected in the same condition.

10.3.16 Flat screen televisions submitted for transit without their original packaging or washing machines / dryers without their transit bolts.

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

10.5 Water damage or dampness of goods arising from adverse weather conditions such as heavy rain or snow while loading/unloading (see Clause 1.2 below).

11 Time limit for claims

11.1 For goods which we deliver, you must notify us of any visible loss, damage or failure to produce any goods, in writing within 24 hours of the delivery.

11.2 If you or your agent collects the goods, you must notify us of any loss or damage in writing within 24 hours of the goods being handed to you.

11.3 Notwithstanding clauses 9 and 10 we will not be liable for any loss of or damage to the goods unless a claim is notified to us in writing as soon as such loss or damage is discovered or in any event within 24 hours (1) day of delivery of the goods to UK and 48 hours (2) days Europe.

11.4 The time limits referred to in clauses 11.1 11.2 and 11.3 above shall be essential to the contract.

11.5 Upon your written request we may, at our discretion, agree to extend your time for compliance with clause 11.3 PROVIDED your request is received within the time limits provided.

11.6 No claims will be dealt with until all outstanding money owed to EZEMOVE by the claimant is paid

12 Damage to premises or property other than goods.

12.1 If we cause loss or damage to premises or property, other than goods for removal, as a result of our proved negligence, our liability shall be limited to making good the damaged area only and we shall not be liable for the cost of matching or repairing any undamaged areas.

12.2 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.



12.3 If we were responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must report this to the driver or to the EzeMove office as soon as practically possible or within reasonable time. You may be required to provide photographs of alleged damage. This is fundamental to this agreement.

13 Delays in Transit

13.1 Other than by reason of our proved negligence, we will not be liable for delays transit. We do not guarantee a delivery time and date but endeavour to deliver the goods on time. This is due to events that may occur beyond our control i.e Delays/Cancellations of Ferries / Blockades / and regional road restrictions.

14 Our right to hold the Goods

14.1 We shall have a right to withhold some or all of the goods until you have paid all of the charges and any other payments due under this or any other Agreement. These include all 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 incurred by our withholding your goods and the terms and conditions shall continue to apply.

15 Our right to sell or dispose of the goods

15.1 If payment of any of our charges relating to your goods is in arrears, and on giving you three (3) 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 our account and any eventual surplus will be paid to you without interest. If the full amount due is not recovered, we will seek to recover the balance from you.

16 Our right to sub-contract the work

16.1 We reserve the right to sub-contract work if necessary.

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.

17.2 Unless it has been specifically agreed in writing in our Quotation, other space/volume/capacity on our vehicles and/or the container may be utilized for consignments of other customers.

18 Advice and Information

18.1 Advice and information in whatever form it may be given is provided by the company for the customer only. Any verbal advice and information given without special arrangement is provided in good faith and without contractual liability unless we are negligent.

19 Applicable Law

19.1 This contract is subject to UK Law.