

Rights, obligations and responsibilities of the Customer and the Removal Company.

The subject terms and conditions are not applicable to insurance contracts.

1. Removal offer

Spotty Dog Removals removal offer is valid for 60 days. Our quotation is not a guarantee that we will have vehicles available on the day you require. Accordingly your email acceptance of our quotation does not constitute a contract between us until you have our confirmation that we can move your goods on the requested date. Although our proposed price is fixed, we may change it or make additional charges if any of the following have not been taken into account when preparing the quotation:

- a) We have to collect or deliver goods above second floor;
- b) We supply any additional services, including moving or storing extra goods (these conditions apply to such work);
- c) There are delays outside our reasonable control;
- d) The stairs, lifts or doorways are inadequate or the approach is unsuitable for our vehicles, causing extra work to our crews;
- e) Any parking or other fees or charges that we have to pay in order to carry out our service on your behalf.
- f) This is an estimated price based on surveyed volume, final charges could change based on increase or decrease of final packed volume;

2. Subsidiary and additional work

Unless agreed in writing we will not:

- a) Dismantle or assemble unit-furniture (flat-pack), fittings or fittings;
- b) Disconnect or reconnect appliances, fittings or equipment;
- c) Remove or lay fitted floor coverings;
- d) Move night storage heaters unless they are dismantled;
- e) Move or store any items excluded in Clause 5;

If any of our staff does this kind of work for you without our written agreements we will not be liable for any loss or damage.

3. Customer's responsibility during removal.

It will be customer's sole responsibility to:

- a) Ensure that nothing is taken away in error or left behind;
- b) Obtain at your own expense all documents necessary for the removal to be completed;
- c) Take responsibility for security of your goods at the departure and destination points by being present yourself or asking someone to represent you;
- d) Adequately prepare and stabilize all appliances prior to their removal;
- e) Pay for any necessary parking facilities; whether it be private or monitored. All parking penalties due to removal must be paid by the customer.

4. Ownership of the goods.

By entering into this contract you warrant that:

- a) The goods to be removed are Customer's own property or
- b) Customer have the authority of the owner of the property to make this contract in respect of the goods to be moved or stored. Customer will indemnify the moving company in respect of any claim for damages and / or costs provided by the same,

5. Exclusions and limitations

The following items are specifically excluded from this contract and if you ask us to move them we do not accept any responsibility for loss or damage.

- a) Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins or goods or collections of a similar kind;
- b) Potentially dangerous, damaging, or explosive items;
- c) Goods likely to encourage vermin or other pests or to cause infection;
- d) Refrigerated or frozen food or drink;
- e) Any animals and their cages or tanks including pets, birds or fish.

The moving company reserves to right to dispose of (without notice) any goods submitted which are listed under 5b, 5c and 5d.

6. Cancellation of orders

If Customer postpones or cancels this contract, the moving company may charge according to how much notice is given:

- 1. no charge for cancellations of more than 14 days prior to the removal;
- 2. Within 14 days – 10% of the removal offer;
- 3 Within 24 hours – 30% of quoted rate.

7. Payment conditions

Customer is entitled to pay the removal charges by cash, bank transfer or debit/credit card. Under no circumstances Customer may withhold any part of the agreed price. A handling fee of 3% is charged on all card transactions. The moving company reserves the right not only to terminate this contract if payment is not received before the removal date but also not to carry out any of the services quoted for.

8. The contractors' liability for loss or damage.

A Spotty Dog Removals quote includes Goods in Transit insurance which covers up to £10,000 in any one claim. If the customer requires additional insurance cover the removal company will require 14 days prior to the move to obtain this and it will be at the customer's expense.

The moving company shall not be liable for loss or damage resulting from:

- a) items which are brittle or have an inherent defect, deep freezers, the mechanism in clockwork, electronic or motor-driven goods (unless there are outward signs and visible signs of impact damage), sensitive equipment or self-assembly furniture that is dismantled and/or re-assembled, regardless of who built it originally, or for self-assembled furniture which is not suitable for transport;
- b) any goods not packed or unpacked by us;
- c) items left inside cupboards or other furniture;

- d) food or plants;
- e) fixtures, fittings, property or goods damaged as a result of difficult access;
- f) goods received from a third party in a unknown condition;
- g) any items referred in Clause 5;

9. Delays in transit

If through the Customer's fault the moving company is unable to deliver the goods, they will be placed into storage. The contract will then be fulfilled and any additional service(s), including storage and delivery, will be at Customer's expense.

10. Time limits for claims

Spotty Dog Removals will not be liable for any loss or damage to any goods unless:

- a) Customer notifies the moving company in writing of any loss or damage to the goods within 48hrs of their delivery, performed by Spotty Dog Removals, to their destination. Time limits are essential to the contract.

11. Storage

The following terms apply to all contracts which include storage of goods.

- a) We will obtain the best storage quotation based on the customer's personal requirements and will book and organise this on the customer's behalf.
- b) All charges for storage are payable directly to the storage company unless otherwise agreed, and the contract is between the customer and the storage company.

12. Our rights to withhold goods

a) We have a legal right to withhold goods until you have paid all our charges and other payments due under this contract. These include any charges that we have paid out on your behalf. While we hold the goods and wait for payment you will be liable for all storage charges and other costs incurred as a result of withholding your goods and these terms and conditions will continue to apply.

13. Deposits

Deposits are non refundable, however should your move date change then we will offer you one free change to a alternative date provided we have availability on your next day of choice.