



House Relocators Limited Terms and Conditions

These are the Terms and Conditions on which We supply Our services to You, and explain the rights, obligations and responsibilities of all parties. We draw Your attention in particular to paragraphs 5, 7, 8, 9, 13 and 26.c which contain limitations on liability and paragraph 20.a which deals with charges if You cancel. We also draw Your attention to paragraph 17 which sets out the process (and important time limits) for notifying Us about loss or damage to Your Property.

Definitions

For the purposes of this Agreement, the following definitions shall apply:

- **“Agreement”** includes these Terms and Conditions, the Quotation and Acceptance of Quotation;
- **“Contract Price”** means the total price paid or payable by You to Us for the services provided pursuant to this Agreement;
- an **“Item”** means the entire contents of a box, parcel, package, carton, case or similar container or any other object or thing that is moved, handled or stored by Us;
- **“Property”, “Your Property”** or **“Goods”** means any and/or all goods submitted for packing, removal and/or storage by You;
- **“Rescheduling Fee”** means a fee payable by You to Us in the event that You request to change the date or time of a confirmed booking. The amount of this fee shall be determined at Our sole discretion and may be waived by Us at Our discretion;
- **“We”, “Us”, “Our”** means the company shown on the Quotation and its sub-contractors (if any);
- **“Working Day”** means Monday to Friday and excludes Saturdays, Sundays and public holidays.
- **“You”** or **“Your”** means the Customer;
- **“Vehicle”** or **“Vehicles”** means any motor car, van, motorcycle or watercraft of any kind.
- **“No-Show”** means an instance where the Customer fails to be present at the agreed pickup location during the scheduled arrival window, or is uncontactable by Us, and does not provide access to commence the services within the **15-minute grace period**.

1. Information About Us and How to Contact Us

You can contact Us via telephone, email, or by using the online contact form on our website. If We need to contact You, We will do so by telephone or email, using the details You have provided to Us.

2. Our Quotation

a. Our Quotation, unless stated otherwise, does not include customs duties, demurrage and inspections or any other fees or taxes payable to government bodies.

b. Our Quotation is based on the information provided by You, and is based on the following assumptions:

- i.** You have provided Us with a list of Your Property or shown Us Your Property;
- ii.** The volume or quantity of Your Property will not exceed the volume or quantity You told Us about or shown Us;
- iii.** We will have unrestricted access to the premises from which Your Property is to be collected from, and delivered to, for the period required to perform the services;
- iv.** Your Property will be made ready for transit/storage on the agreed date.

c. Unless already included in Our Quotation, additional charges may apply in the following circumstances:

i. Our costs change due to currency fluctuations or changes in taxation or freight, fuel or congestion charges, which are beyond Our control;

ii. The services are carried out on a non-Working Day or outside normal hours (08:00 -18:00) at Your request;

iii. We have to collect or deliver Your Property above the ground floor and first upper floor at Your request.

vi. If You collect Your Property (in whole or part) from Our warehouse, We may charge You for handing them over;

v. We supply any additional services, including but not limited to, moving or storing extra Property (these Terms and Conditions will apply to any additional services);

vi. Where Property is left behind or removed in error (and this is not by reason of Our negligence), We may charge You for collection or return of the Property;

vii. The stairs, lifts or doorways are inadequate for free movement of Your Property 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;

viii. We have to pay parking or other fees or charges (including fines where You have failed to arrange agreed suspension of parking restrictions) in order to carry out services. For the avoidance of doubt, parking fines for illegal parking caused by Our negligence are not fees or charges and You are not responsible for paying them;

ix. We have to pay operational charges in order to carry out the services, which may be brought in at any time by the law and amended at any time by the law. Such operational charges may include (but are not limited to) Low Emission Zone (LEZ) charges and Congestion Charges.

x. There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the services.

d. We will advise You of any additional charges arising under **paragraph 2.c** (which may vary and cannot always be calculated in advance). We will not commence or continue work subject to such additional charges until You have explicitly agreed to pay them.

e. This Agreement comes into force upon Your acceptance of Our Quotation or upon payment of any deposit, whichever occurs first.

f. All services undertaken by Us are transacted in accordance with these Conditions, without alteration or variation unless expressly authorised in writing by a Director or other authorised Company representative.

3. Work Not Included in the Quotation

a. Unless included in the Quotation or otherwise agreed by Us in writing, We will not:

i. Dismantle or assemble unit or system furniture (flat-pack), fitments or fittings;

ii. Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings, or equipment;

iii. Dismount or remount televisions, wall brackets, or any similar electrical or mounted equipment, and even if included within the quotation we do not accept any liability for any damage to such items, their supporting structures, wall fixings, or associated wiring;

iv. Take up or lay fitted floor coverings;

v. Move items from a loft, unless properly lit and floored and safe access is provided;

vi. Dismantle or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move paving slabs, planters and the like.

b. Our staff is not authorised to carry out the services described in **paragraph 3.a)vi**. We recommend that You engage a suitably qualified individual to carry out these services.

4. Our services

a. We will provide the removal and/or storage services as set out in the Quotation. It is Our responsibility to carry out the services using all reasonable endeavours to deliver or produce Your Property for collection, in the same condition that the Property was in at the time they were packed or otherwise made ready for transit and/or storage.

b. Where We provide packing services, it is Our responsibility to use all reasonable endeavours to securely pack the Property and otherwise make the Property ready for transit and/or storage.

c. We will use all reasonable endeavours to determine the appropriate method, route and storage location (where applicable) to carry out the services. We may, at Our discretion, take into account any instructions provided by You.

d. Unless otherwise stated in the Quotation, We may use any spare capacity or space in Our vehicles and/or the storage container to transport and/or store other customers' goods.

5. Your Responsibility

a. It is Your responsibility to:

i. Provide Us with accurate details regarding any specific handling and/or storage requirements;

ii. Obtain, at Your own expense, all necessary documents, permits, permissions, licenses, and customs documents required for the services to take place;

iii. Pay for any parking or meter suspension charges incurred by Us while carrying out Our services;

iv. Ensure that Your Property is prepared for transit and/or storage and is suitably packed (if You have arranged packing Yourself) for transportation or storage;

v. Be present or represented at all times during the collection and delivery of Your Property;

vi. Take all reasonable steps to ensure that Inventories, receipts, job sheets, or other relevant documents are signed by You or Your authorised representative as confirmation of the collection or delivery of Your Property;

vii. Ensure that nothing is left behind that should be removed and nothing is taken away by mistake (**see paragraph 26**);

viii. Arrange adequate protection for any Property left in unoccupied or unattended premises, or where other individuals such as (but not limited to) tenants or contractors are present or will be present;

ix. Prepare and stabilize all appliances or electronic items prior to removal;

x. Empty, defrost, and clean refrigerators and deep freezers. We will not be responsible for their contents (**see paragraph 8.a.xii**);

xi. Ensure that all domestic and garden appliances, including but not limited to washing machines, dishwashers, hose pipes, and lawn mowers, are clean and dry and free of any residual fluids;

xii. Ensure that batteries are disconnected (where possible);

xiii. Ensure that all fuel or other fluids are drained (where possible);

xiv. When storing Property that contains built-in batteries, including but not limited to E-Scooters, E-Bikes, E-Skateboards, or similar battery-powered vehicles (see **paragraph 8.a.iv**), You must ensure:

(1) The Goods are free from visible defects or faults;

(2) All batteries are stored with the lowest possible charge; and

(3) The Goods are not stacked and are stored in a manner that allows air circulation;

xv. Provide Us with accurate and up-to-date contact details (including Your address, email, and telephone number) while Your Property is being moved. If Your Property is being stored, You must notify Us in writing, email or via phone call of any changes to Your contact details during the storage period. Any communication sent under this Agreement will be considered to have been received by You seven (7) days after sending it to the most recent address or email recorded by Us; and

xvi. Provide a signed Acceptance of Quotation.

xvii. If You do not book our packing service, You must pack fragile items (the following but not limited to TVs, glass etc.) securely yourself. We can provide blankets or materials on request but cannot accept liability for fragile items packed by You.

xviii. Take all reasonable steps to be available at the agreed-upon arrival window and must notify Us in advance if they are unable to be present during this time. (**see paragraph 27**)

b. We will not be liable for any loss, damage, costs, or additional charges arising from Your failure to comply with these responsibilities, except where such loss, damage, costs, or additional charges result directly from Our negligence or breach of contract.

c. If You fail to provide accurate contact details in accordance with **paragraph 5.a.xv** and do not respond to Our notices, We may publish such notices in a public newspaper in the area to or from which the Property was moved. Such notice will be considered to have been received by You seven (7) days after the publication date. If We are unable to contact You, We may charge You for any additional costs incurred in establishing Your whereabouts.

6. Ownership of Your Property

a. By entering into this Agreement, You agree that:

i. The Property belongs to You and is Your own property;

ii. Where the Property does not belong to You, You have the full authority and consent of the owner (or any person with a legal interest in the Property) to enter into this Agreement, and You have provided the owner (or anyone with a legal interest in the Property) with a copy of this Agreement;

iii. Ownership of the Property is not disputed, and there are no claims from a third party regarding ownership of the Property; and

iv. You agree to pay Us for any claim for damages or costs brought against Us by the owner or a third party who has a legal interest in, or claims ownership of, the Property, should You be in breach of this **paragraph 6**.

b. If You wish to transfer responsibility of this Agreement to a third party, You must advise Us in writing and provide 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. Our Liability for Loss or Damage to Your Property

a. Our liability commences from the time:

i. Your Property is professionally packed (if You engage Us for packing services); or

ii. We take Your Property into Our custody for the purposes of carrying out Our removal or storage services.

b. Self-Loading Moves

i. When You, the Customer, choose a self-loading service, or otherwise elect to load or unload the vehicle Yourself (including using Your own labour), You do so entirely at Your own risk. House Relocators shall not be liable for any loss of, or damage to, Your Property during loading, unloading, or transit where We have not handled or secured the goods. You are solely responsible for the safe handling, securing, and positioning of all items within the vehicle, and any loss or damage arising from improper loading, insufficient securing, or shifting in transit shall remain entirely Your responsibility.

c. Our liability ceases:

i. When Your Property is collected from storage by You or Your agent, upon delivery to third-party storage arranged by You, or when it is delivered to its intended destination by Us;

ii. Where Your Property is professionally unpacked by Us, Our liability extends to cover the period of professional unpacking, provided this takes place within seven (7) days of delivery of the Property to its final destination.

d. Limited Liability

i. Subject to the restrictions set out in this **paragraph 7**, We shall only be liable for identifiable losses, destruction, or damage to Your Property caused by Our negligence while Your Property is in Our custody and control.

ii. In the event of Our negligence and subject to all other terms and conditions in this Agreement, Our liability for loss or damage to Your Property will be limited to the reasonable cost of repair or replacement (whichever is less) up to a maximum of £25 per Item unless a higher limit is agreed in writing before the service. (see Definition).

iii. For the avoidance of doubt, We shall have no liability for loss or damage unless directly caused by Our negligence.

iv. It is Your responsibility to arrange adequate insurance to adequately cover Your Property whilst in transit and in storage, and We recommend that You do so. We do not give any advice as to the suitability or otherwise of any insurance cover arranged by You.

Definition:

“**Replacement Value**” means the current cost of replacing Your Property, taking into account its age, quality, degree of use, and second-hand market value at the time Your Property is packed or otherwise made ready for removal and/or storage.

- For antiques, works of art, and similar items, the Replacement Value is the current market value; and
- For documents, the Replacement Value shall be calculated as the physical cost of replacing the documents and/or the cost of reprinting, re-issuing, and/or reconstituting them, but excluding the value of the information contained within the documents.
- We are not liable for the cost of replacing Your Property as new unless You can provide evidence that it was brand new and unused at the time Your Property was packed or otherwise made ready for removal and/or storage.

8. Property Not to Be Submitted for Removal and/or Storage

a. Unless otherwise agreed in writing by a director or other authorised company representative, You agree not to submit the following items (“Excluded Items”) for removal and/or storage:

i. Perfume products, tobacco, cigars, cigarettes, beers, wines, spirits and the like;

ii. Batteries of any kind UNLESS they are built-in and cannot be removed from otherwise permitted Goods (see **paragraph iv** below);

iii. Portable battery chargers, power banks or any similar portable power source;

iv. More than five (5) E-Scooters, E-Bikes, E-Skateboards or any similar vehicles with built-in batteries;

v. Money or currency of any kind, jewellery, watches, trinkets, precious stones or metals, silverware, deeds, bullion, bonds, securities, stamps, coins or goods or collections of any similar kind;

vi. Any irreplaceable Property including, but not limited to, family photos/videos, children’s drawings/art or school work, wedding dresses and university submissions, for example (see also **paragraph 9.c. viii**);

vii. Furs worth in excess of £100;

viii. Mobile telephones, tablets, laptops or portable media or portable computing devices of any kind;

ix. E-cigarettes;

x. Pornographic material;

xi. Medicines or drugs of any kind;

xii. Perishable items or those requiring a controlled environment;

xiii. Property likely to encourage vermin or other pests or to cause infestation or contamination;

xiv. Pets, livestock or any other living creatures or plants;

xv. Combustible or flammable substances such as fireworks, gas, paint, petrol, oil, cleaning solvents, aerosols, or compressed gases;

xvi. Any illegal item or substances or items illegally obtained such as illicit, counterfeit or smuggled tobacco or alcohol, or unsafe items;

xvii. Property which is environmentally harmful or that are a risk to property or person;

xviii. Weapons, firearms, ammunition or explosives or parts, associated accessories, materials or ingredients of all kinds;

xix. Chemicals, radioactive materials, biological agents, toxic waste, asbestos or other potentially hazardous substances;

xx. Any item that emits fumes or odours;

xxi. Any item which requires special licence or government permission for export or import.

b. You agree to make Your own arrangements to transport or store Excluded Items – We will not, under any circumstances, transport or store Excluded Items. If You submit any Excluded Items without Our knowledge, We will have no liability for loss or damage to Excluded Items or where other Property is damaged by the Excluded Items.

c. If We discover that You have submitted any Excluded Items, We will make them available for Your collection and if You do not collect them within one (1) month's time, We may apply for a court order to dispose of any Excluded Items in storage without further notice to You.

You agree to pay for any expenses and costs incurred by Us in connection with obtaining the court order and disposal of the Excluded Items.

9. Exclusions of Liability

a. You agree that We will not be liable for any loss or damage to any Excluded Item(s) (see **paragraph 8.a**) or loss or damage to other Property caused by Excluded Item(s).

b. Where the lost or damaged Item is part of a pair or set, Our liability, 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 or any undamaged part of a pair or set.

c. We accept no liability for the following:

i. Loss or damage to any item still inside the following, but not limited to, furniture (e.g. wardrobes, drawers, appliances) or inside containers (bundles, cartons, cases etc.) that were not both packed and unpacked by Us;

ii. Any reduction in value or depreciation resulting from damage or subsequent repair or restoration;

iii. Loss of data records, other than the cost of blank data materials;

iv. Electrical, electronic or mechanical derangement, except where this results directly from external physical damage caused by Our negligence;

v. Any Property confiscated, seized, removed or damaged by customs authorities or other government agencies;

vi. Loss or damage to Vehicles caused by scratching, bruising, denting, marring, cost of repainting, rust, oxidisation and discolouration unless a Vehicle Condition Report is completed prior to the commencement of Our services;

vii. Loss or damage or theft of accessories, personal effects and removable items in a Vehicle;

viii. Any value which is purely sentimental;

ix. Any financial loss other than in respect of the Property, or any business loss, including loss of profits, loss of sales or business, loss of anticipated savings, loss of or damage to goodwill, or commercial value in the Property;

x. Damage which results directly from Your Property being moved under Your express instructions against Our advice;

xi. Reimbursing You for Our Contract Prices following loss or damage;

xii. General average contribution, salvage charges, or the additional cost of onward transmission to the place, port or airport of destination unless caused by Our negligence; or

xiii. Any other loss or damage which is not reasonably foreseeable. Loss or damage is foreseeable if either it is obvious that it would happen at the time the contract was entered into, or where it is not obvious but We knew that it was a risk because (a) You notified Us in writing prior to Us agreeing Our Quotation; and (b) We agreed in writing to accept liability for this risk before entering into the Agreement.

d. Other than as a result of Our negligence or breach of contract, We will not be liable for any loss, destruction, damage, or deterioration of, or failure to produce Your Property caused by:

i. Moth or vermin or similar infestation;

ii. Cleaning, repairing or restoring Your Property unless We arranged for the work to be carried out;

iii. Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board;

iv. Normal wear and tear, natural or gradual deterioration, discolouration and loosening of joints;

v. Inherent or latent defects in the Property;

vi. Accidental damage occurring during loading or unloading Your Property except where collection or delivery is arranged by Us;

vii. Leakage of liquid from any receptacle or container or thing;

viii. Mould, mildew or rust or changes in atmospheric conditions unless proven to be caused by water entering the transit vehicle or container or unit;

ix. A cyber-attack; and

x. Circumstances beyond Our reasonable control, including but not limited to, war, invasion, acts of terrorism, activities relating to war, terrorism, acts of foreign enemies, hostilities (whether war is declared or not), rebellion, revolution or military coup, confiscation or destruction under the order of any official body, radioactivity, ionising radiations from any nuclear fuel/waste, biological or chemical weaponry, pressure waves caused by aircraft or any other events outside Our reasonable control.

10. Third Party Storage Providers

a. If We arrange delivery of Your Property into a third party storage facility, and We have not been contracted to arrange storage, We accept no liability for loss or damage to Your Property for the duration of the period of storage.

b. Any loss or damage to Your Property which has occurred during transit into a third party storage facility must be reported to Us by You at the time of delivery to the third party storage facility.

c. Where We subsequently arrange collection of Your Property from a third party storage facility, and We have not been contracted to arrange storage:

i. We shall not be liable for any loss or damage to Your Property which has occurred whilst in storage, or as a result of being in storage; however,

ii. If You do not agree to a separate Agreement, these Terms and Conditions will apply to the additional services provided.

d. For the avoidance of doubt, storage with third party storage providers is a separate contract between You and the third party storage provider, and does not form part of this Agreement.

11. Storage Arranged by Us

a. If You access Your Property while stored by Us or on Our behalf:

i. Any list of Your Property or Inventory prepared when first collecting Your Property is deemed invalid if You add or remove Property from storage. In these circumstances, it is Your responsibility to provide Us with an updated list of Your Property or Inventory as soon as possible but in any event within ten (10) days.

ii. Our liability for the remaining period of storage and delivery out of store for any containers You have accessed excludes loss, mysterious disappearance, breaking, scratching, denting, chipping, staining, or tearing unless as a result of Our negligence.

iii. You must notify Us of any loss or damage You discover in accordance with **paragraph 17.d.**

b. Paragraph 11.a.ii shall not apply when We are present while You access Your Property AND You provide adequate written or photographic evidence of any Property added to or removed from Your storage container or unit (including Your compliance with the requirements set out under **paragraph 11.a.i**).

12. Inventories Produced by Us

a. Where We produce a list of Your Property or a receipt (“Inventory” or “Inventories”) and send it to You, it will be accepted as accurate unless You write to Us within ten (10) days of the date of receipt (or within a reasonable period agreed between Us) notifying Us of any errors or omissions.

13. Damage to Premises or Goods Other Than Your Property

a. Where damage occurs to the premises or goods other than Your Property during the removal, it is not always clear how the damage was caused or who caused the damage, as third-party contractors are often also present at the time of collection or delivery of Your Property. For this reason, We limit Our liability for loss or damage to premises or goods other than Your Property as follows:

i. If we negligently damage your premises or other property during the move, we will repair that specific damage only. We will not be liable for any pre-existing conditions or additional repairs beyond making good the new damage.

ii. If We cause damage to premises or goods other than Your Property as a result of moving goods or Your Property under Your express instructions and against Our advice, where to move the goods in the manner instructed is likely to cause damage, You agree that We will not be liable for such damage.

b. If We are responsible for causing damage to Your premises or goods other than Your Property, You must note this on the worksheet or delivery receipt as soon as practically possible or within a reasonable time.

14. Delays in Transit

a. We will not be liable for any delays in transit except where caused by Our negligence or breach of contract.

b. If We are unable to deliver Your Property through no fault of Our own, We will take it into store. The Agreement will then be fulfilled, and any additional service(s), including storage and delivery from store, will be at an additional charge.

c. Any transit times quoted by Us are estimated and based upon information known to Us at the time. Transit times may vary due to 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 practical after 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.

15. Property Destined for or Received from Outside of the United Kingdom

a. We do not accept liability for loss of or damage to Property occurring outside of the United Kingdom. This includes, but is not limited to, Property destined for or received from countries such as Afghanistan, Albania, Angola, Armenia, Azerbaijan, Belarus, Bougainville, Bosnia-Herzegovina, Burma/Myanmar, Burundi, Cambodia, Chechnya Republic of, Congo (Brazzaville), Congo (Democratic Republic), Cote d'Ivoire, Crimea, Cuba, Eritrea, Former States of USSR, Gambia, Iran, Iraq, Israel, Korea DPR (North), Kyrgyzstan, Lebanon, Liberia, Libya, Moldova, Nigeria, Palestine Territories, Russia, Rwanda, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Tajikistan, Turkmenistan, Ukraine, Vietnam, Yemen, and Zimbabwe, unless loss or damage occurs as a result of Our negligence or breach of contract whilst Your Property is in Our physical possession. This list is not exhaustive, and We will advise You at the time of Quotation if this exclusion applies.

b. We will use Our reasonable endeavours to provide You with up-to-date information to assist You with the import or export of Your Property. However, information on matters such as national or regional laws and regulations, which are subject to change and interpretation at any time, is provided in good faith and based on known circumstances at the time. It remains Your responsibility to seek appropriate advice to verify the accuracy of any information provided.

16. Packing Services

a. Where We have only been contracted to pack Your Property, or where packing is the only service We provide, We accept liability for loss or damage:

i. arising from Our negligence whilst Your Property is in Our physical possession; or

ii. whilst Your Property is in the possession of others, if the loss or damage is established to have been caused by Our failure to pack Your Property to a reasonable standard.

17. Where Your Property is lost or damaged

a. If You have Your own insurance in place to cover loss or damage to Your Property, You must recover Your losses from Your insurers in the first instance.

b. Notwithstanding **paragraph 17.a**, if You discover loss or damage to Your Property, it is important that You notify Us in writing or via email as soon as possible. The sooner that You notify Us, the sooner We can establish the cause of loss or damage to the Property and properly investigate.

c. You must notify Us in writing or via email and provide a detailed description of any loss or damage to Your Property in any event within five (5) days of:

i. delivery of Your Property to its destination; or

ii. completion of Our professional unpacking service.

d. If You access Your Property while stored by Us or on Our behalf, any loss or damage to Your Property You discover which has occurred during transit into store must be confirmed to Us immediately upon discovery, and confirmed in writing or via email as soon as possible thereafter, but no later than five (5) days after discovery.

e. If You or Your authorised representative collects Your Property from storage, You must inspect the Property at the time it is handed to You or Your agent and notify Us immediately of any loss or damage and in writing or via email as soon as possible thereafter, but no later than five (5) days after discovery. We shall not be liable for any loss or damage which is discovered after Your Property is removed from Our custody.

f. Reporting Frame Period

- i. All claims must be fully submitted within the applicable five (5) day notification period. Any additional claims, amendments, supplementary evidence or further alleged loss or damage submitted after the expiry of that period shall not be accepted and We shall have no liability in respect of them. For the avoidance of doubt, We shall not be liable for any deterioration, consequential damage or further loss occurring after the initial notification, including any loss or damage arising from Your handling of the Property after delivery or collection.
- ii. You are required to provide reasonable evidence that any alleged loss or damage occurred whilst the Property was in Our custody or control.

g. We may make such enquiries as necessary to investigate the loss or damage to Property and You agree to co-operate with Us in Our enquiries and to provide any additional relevant information without delay where We request this. Please retain any damaged Property until We have had a reasonable opportunity to inspect (if necessary) any damage.

h. On receipt of notice of loss or damage to Your Property, You will be given a claim form to complete and return to Us, for onward submission to Our appointed representatives. The following information will be required:

i. Your name and contact details;

ii. Estimates for repairs or replacement;

iii. As many details as possible about the loss or damage, including photographs of any damage and also any damaged item(s) in their entirety.

i. The settlement of any claim for loss or damage shall be either: replacement, repair, cleaning or compensation at Our option, subject to the liability limit set out in **paragraph 7.d.ii**. We reserve the right to collect any damaged items as salvage where the full current market value of any Property is issued in settlement of Your claim.

j. If You do not receive a response from Us within a reasonable time, You may contact Us directly at:

House Relocators, 1 Horace Road, Princess Mews, KT1 2SL, United Kingdom

Tel: +44 (0)20 3337 5003

Email: sales@House Relocators.uk

k. If You knowingly provide Us with misleading or incorrect information relating to a claim for loss or damage to Your Property, or make a claim that is fraudulent, false or exaggerated, We may:

i. reject the claim; and

- ii. recover from You any costs We have incurred in dealing with Your claim.

18. Our Right to Hold Your Property and Sell or Dispose of Your Property

a. If You fail to pay any charges due to Us under this Agreement, We may keep hold of Your Property until You have paid any outstanding and due charges. These include any charges that We may have paid out on Your behalf.

b. Whilst We hold Your Property pursuant to **paragraph 18.a**, these Terms and Conditions will continue to apply. You will pay for any charges, costs, and expenses incurred by Us in connection with holding Your Property and obtaining payment from You.

c. If You fail to pay Our charges, We will provide You with written notice requiring You to move Your Property from Our custody and to pay the outstanding and due charges within three (3) months' time. If You fail to comply with the notice within the three (3) month period, We reserve the right to sell or dispose of some or all of Your Property without further notice to You.

d. You will pay for any costs incurred for the sale or disposal of Your Property. The net proceeds of any sale will be credited to Your account, subject to any deductions against other payments due to Us. Any eventual surplus will be paid to You without interest once deductions have been applied. If the proceeds of sale do not cover the amount of the outstanding charges, We may seek to recover the balance from You.

19. Charges and Payment

a. Unless otherwise agreed by Us in writing:

- i. The deposit is strictly non-refundable. You shall pay Us Our charges, firstly, in the form of a deposit, the amount of which is determined at Our discretion. The decision to determine a deposit at our discretion is based on the specific circumstances of each job, and it is at Our sole discretion whether to apply this deposit fee. Once the deposit fee is due and paid, the booking will be confirmed. In the event that no deposit fee is required, the booking will still be confirmed, subject to both parties agreeing. In either case, the remaining balance is due and payable upon completion of the job by bank transfer or cash.

- ii. You may not withhold any part of the charges payable to Us.

- iii. All removals bookings are subject to a minimum charge, set at our sole discretion. After the initial minimum period, charges will be calculated in half-hour (30-minute) increments.

iv. For any removal services that are charged at an hourly rate and that extend beyond one Working Day, the charges for the first day's work shall be due and payable on the day it is performed (unless otherwise agreed in writing). Each subsequent day of such services (or the next allocated Working Day) shall be treated as a separate period of work, for which a new payment is due on that day (unless otherwise agreed in writing).

v. Full payment may be received before any goods are offloaded to the delivery premises. - If payment has not been made in full, goods may be held until payment is confirmed.

vi. Where Your Property is being held in storage, You will pay Us a monthly storage charge, with the first payment to be made on acceptance. Thereafter, payments shall be payable on the date agreed in writing for the duration of the storage period.

vii. If You do not pay Us when payment is due (either at the time of booking the services or as otherwise agreed by Us in writing), We reserve the right to take appropriate action to recover the outstanding amount, which may include suspending services, referring the matter to a debt recovery agency, or pursuing legal action. Additional administrative or recovery costs incurred as a result of late or non-payment may also be charged to You.

b. We review Our storage charges periodically. Notice of any increases will be given at the first instance once We are made aware of such increases.

c. If You fail to pay any charges in full, We reserve the right to limit Our liability in accordance with **paragraph 7.d** and offset unpaid charges from any indemnity owed to You. If the indemnity does not exceed the unpaid charges, the balance remains owed by You in accordance with this **paragraph 19**.

20. Termination and Cancellation

a. Charges if You Reschedule or Cancel:

If You reschedule the services detailed in this Agreement, You agree to pay a **Rescheduling Fee**, the amount of which shall be determined at Our sole discretion. The **Rescheduling Fee** may vary depending on the notice period given and other relevant circumstances. If You cancel the services at any time prior to commencement, You agree to pay the following charges based on the notice period provided. Please note that **all charges, including the Rescheduling Fee and cancellation fees, may be amended, discounted or waived at Our sole discretion:**

i. Seven (7) Days or More before the services are due to start – **£50**.

ii. Between three (3) to six (6) Days inclusive before the services are due to start – a fee of **£60**;

iii. Less than three (3) Days but more than 24 hours before the services are due to start – a fee of **£75**;

iv. Within 24 hours before the services are due to start – a fee of **£90**; and

v. On the day services are due to start – a fee of **£100**.

vi. Where payment has already been made for the services, We will refund any amount paid by You (subject to any deductions for cancellation or postponement charges as set out in **paragraphs 20.a.i to 20.a.iv**).

b. We may terminate this Agreement by giving You 1 months' notice in writing. Where We terminate this Agreement, We will refund You any charges paid in advance (subject to any deductions for services already received up until termination).

c. If You wish to terminate Your storage services after they have commenced, You must give Us at least ten (10) Working Days' notice in writing or via email. If We can release Your Property from storage earlier, We will do so, provided that Your account is paid up to date. Charges for storage are payable up to the date when the notice of termination takes effect.

d. Cancellation/Postponement Waiver

i. If offered by Us, and paid for in advance of the commencement of the services, We agree to waive the charges in **paragraphs 20.a.i to 20.a.iv**. Our agreement to waive the charges is conditional upon Us receiving written notice or via email of Your intention to cancel or postpone no later than 17:00 on the preceding Working Day before services commence. The charges relevant to this **paragraph 20.d** will entitle You to only one cancellation or postponement of the services.

ii. The new agreed date for Our services to commence shall then be subject to all terms and conditions of this Agreement, including the charges in **paragraphs 20.a.i to 20.a.iv**.

21. Acceptance of Terms and Conditions by Conduct

a. By engaging in any conduct that reasonably indicates acceptance of the terms and conditions of this Agreement, You are deemed to have accepted these terms and conditions in their entirety. Such conduct includes, but is not limited to, providing booking instructions or allowing Our services to commence and paying Our fees or charges.

b. Your conduct, as described above, shall be conclusive evidence of Your acceptance of these terms and conditions, and such acceptance shall be binding and enforceable.

c. If You wish to dispute any terms herein, You must notify Us in writing or via email at least fourteen (14) days prior to the commencement of the services. Failure to provide such notice within the specified timeframe shall constitute irrevocable acceptance of all terms and conditions of this Agreement.

d. Where this Agreement is concluded as set out under **paragraph 21.a**, Our liability shall be as set out under **paragraph 7.d**.

22. Our rights to change terms

a. We may update these Terms and Conditions at our discretion, from time to time, to reflect changes in law, meet regulatory requirements, or for other reasons. We may also make other changes to these Terms and Conditions, and we will give notice once reasonably possible. We will try to provide at least thirty (30) days written or email notice, but this may not always be the case.

b. Where such notice is given under **paragraph 22.a**, You also have the option to cancel this Agreement within the 30-day notice period provided services have not started and paragraph 20.a (Charges if You postpone or cancel) will not apply.

23. The law and how Your complaints are resolved

a. This Agreement is governed by English or Scottish law, and You can bring legal proceedings in the event of any dispute concerning this Agreement in 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 services commencing.

b. If there is a dispute arising from this Agreement which cannot be resolved informally between Us, subject to the Agreement of both parties, either You or We may refer the matter to independent Alternative Dispute Resolution (ADR). This does not prejudice Your right to commence court proceedings.

24. Other important terms

a. We reserve the right to use sub-contractors to carry out the services (in whole or in part).

This Agreement will apply to any services carried out by Our sub-contractors.

b. Even if We delay in enforcing this Agreement, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under this Agreement, or if We delay in taking steps against You in respect of Your breaching this Agreement, that will not mean that You do not have to do those things and it will not prevent Us from taking steps against You at a later date.

c. If a court or relevant authority finds any part of this Agreement invalid, illegal, or unenforceable, the rest will continue in force; each of the paragraphs or part-paragraphs in these Terms and Conditions operates separately, and the remaining paragraphs and part-paragraphs will remain in full force and effect.

d. This Agreement is between You and Us. No other person shall have any rights under this Agreement or have the ability to enforce any of its terms.

25. Cooling-off Period

a. If We agree the services by means of distance communication (e.g. over the telephone or online) or away from Our premises (e.g. Your house or business address), You have the right to cancel the contract within **14 days** without having to give any reason for doing so (the “cooling-off” period). However, if You request for the services to be carried out during the cooling-off period, You will have no right to cancel once the services have commenced.

b. If You cancel the services during the cooling-off period, and the services have started, You must pay the Contract Price.

c. Exercising Your right to change your mind: You can cancel this Agreement during the cooling-off period by making any clear statement to Us that You wish to cancel by writing to Us or emailing Us using the contact details shown on Our Quotation.

d. Refunds on cancellation: We will make any refund due to You for exercising Your right to cancel during the cooling-off period (subject to any deductions due to Us in accordance with **paragraphs 20.a and 25.b**) within **14 days** from the day after You notify Us that You wish to cancel. We will make any refund using the same method of payment You used to pay Us.

26. Customer Responsibility for Labelling & Separation of Items

a) Customer Responsibility:

It is the sole responsibility of the Customer to ensure that all items intended for

removal and/or disposal are correctly identified, either through clear labelling/separation or by providing direct instructions to the House Relocators team.

b) Labelling or Directing the Team:

- Items to be moved and/or disposed of should be clearly labelled (e.g., with stickers, notes, or tags) or kept in a designated area separate from items that are to remain.
- If the Customer chooses not to label, they must instead **direct the House Relocators team** on-site to indicate which items are to be moved and/or disposed of and which items are to stay.
- In all cases, the onus remains on the Customer to ensure that the correct items are identified for removal and/or disposal.

c) Ownership of Responsibility:

House Relocators will not be held liable for:

- Items mistakenly removed or left behind due to unclear, missing, or incorrect labelling/direction by the Customer.
- Any inconvenience, loss, or confusion caused as a result of the Customer's failure to properly identify items.

d) Customer Acknowledgement:

By booking with House Relocators, the Customer acknowledges and accepts that they are fully responsible for ensuring the correct items are moved and/or disposed of or left behind, whether through labelling, separation, or direct instruction. House Relocators cannot be held responsible for errors arising from the Customer's failure to meet this requirement.

27) No-Show & Arrival Policy

a) Arrival Window

- House Relocators provides customers with an arrival window for their booking.
- It is the **customer's responsibility** to be present and prepared during this window, or to **inform us in advance** if they cannot be available.

b) Grace Period & Proof of Attendance

- Once our team arrives, a **15-minute grace period** will be allowed for the customer to provide access or respond.
- At the start of the grace period, the allocated team will take a **photograph evidence of the pickup address provided** as proof of attendance.
- If the customer cannot be reached via any form of communication and access is not provided within the 15-minute grace period, the booking will be treated as a **No-Show**.

c) Definition of No-Show

A **No-Show** occurs when:

- The customer is not present at the property during the arrival window; and/or
- The customer fails to answer calls/messages from the House Relocators team; and/or
- The customer does not provide access to begin the move within the 15-minute grace period (with proof of attendance recorded).

d) Access Without Customer Present

- If the customer is not present but **grants access to the property** (including via key handover, concierge, neighbour, key safe, unlocked entry, or any third party), the customer accepts full responsibility for this arrangement.
- **House Relocators will not accept liability** for:
 - i. Any alleged damage,
 - ii. Any items reported as lost, missing, or misplaced,
 - iii. Any disputes arising from condition of property or items when the customer is not present.
- The customer agrees that our team's photographic/video documentation before and after works will serve as sufficient evidence of condition and completion.
- The customer indemnifies House Relocators and its staff against any claims resulting from unattended access.

d) Charges for No-Show

- Any **deposit paid is non-refundable, as outlined in paragraph 19.a.i. of our Terms & Conditions.**

e) Rescheduling After a No-Show

- If a customer wishes to reschedule after a No-Show, this will be treated as a **new booking** and is subject to the **Rescheduling Fee as outlined in paragraph 20.a. of our Terms & Conditions**, payable before confirmation.
- House Relocators reserves the right to decline future bookings in cases of repeated No-Shows.