



## Terms and Conditions Clauses 4, 9 – 12 & 25 Only Liability For Loss & Damage

The small print...

### Removers Terms & Conditions

When it comes to taking responsibility for loss or damages removers terms have two very distinct liabilities or will offer optional insurance.

#### Limited Liability – £40 Per Item....

Also known as restricted liability, all insured removers will accept limited liability, if negligent, for loss or damage. Unfortunately it will be limited to a maximum of £40 or £50 per item. The entire content of a carton is considered an item. In the event of a fire, all liability is specifically excluded.

#### Standard Liability or Optional Insurance – Beware of £250 Excess....

Many removal companies will charge a premium for 'Insurance', 'Enhanced Liability', 'Standard Liability', 'Regular Liability' or whatever they choose to call it!

Not only do they charge you for this, should you need to make a claim they will then deduct an Excess off any settlement – which can range from £50.00 to over £250!!

We do things differently, we accept Standard liability for all our local & national removals up to £50,000\*. No charge. No Excess.

In respect of Storage, we will accept liability up to a maximum average value of £10,000 per container, up to the £50,000. We can accept a higher valuation subject to a small increase in our storage charges.

\*Can be increased to £100,000 for larger removals or on request. Excludes International removals.

#### **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.

#### **9. Determination of amount of our liability for loss or damage**

##### **9.1. Standard Liability.**

- 9.1.1 If You advise 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, 9.1.5 and 11, up to a maximum liability of £50,000 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 shall not exceed 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 £50,000 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 option 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 the loss of an owner packed container we will accept a maximum liability of £100.

## **9.2 Limited Liability.**

- 9.2.1 If You have not provided Us with a written valuation prior to the work commencing, or 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.

## **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 valuation of Your goods on the 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 only in the following circumstances: (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.

## **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.
- 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 worksheet or delivery receipt as soon as practically possible after the damage occurs or is discovered or in any event 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 Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds, Mobile Telephones, Portable Media and Computing Devices.
- 11.2.6 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).

## **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 in detail within seven (7) days of delivery of the goods by us.**
- 12.3 **For goods which we deliver, You must give Us detailed notice 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.**

## **25. Packing Cartons (Loan)**

- 25.1 **All packing cartons supplied remain the property of Dibbens Removals.**
- 25.2 **Boxes must be returned clean & undamaged (Excludes Mainland Deliveries).**
- 25.3 **Damaged boxes or boxes not returned may be charged for (Excluding normal removal wear and Mainland deliveries). Chargeable damage will include, but not limited to:
  - a) Boxes stored in a damp/wet environment causing card to weaken/disintegrate
  - b) Boxes ripped, crushed or otherwise weakened due to misuse.**
- 25.4 **In the event your move(s) and/or storage is not conducted by Us you will either;
  - a) Return the boxes to us unused in the same condition they were supplied.
  - b) Buy and keep the cartons at the current retail rate.
  - c) Buy and return the boxes used, but undamaged at Half the Retail Rate.**

### **Packing Cartons - General Information**

You are free to mark the boxes with room location & contents.

Boxes must be closed by folding down each pair of opposite flaps and sealed with tape.

When unpacking, carefully cut or remove tape as not to cause damage to the cartons.

Boxes can be collected & returned during office hours, if you are unable to collect we can arrange delivery.