

ATLAS RELOCATORS

Legal Disclaimer

Terms & Conditions

These conditions set out the terms of the contract between Atlas Relocators (“the contractor”) and you (“the Customer”) and explain your rights, obligations and responsibilities and those of the Contractor.

1. Interpretation

Any reference in these conditions to “we” or “us” is a reference to the Contractor.

1.2 Any reference in these conditions to “you” is a reference to the Customer.

1.3 “Goods” means your belongings or item being removed and/or stored.

2. Quotations

2.1 Quotations are subject to Value Added Tax but do not include any other customs duties levies or fees payable to government or other statutory bodies as such as estate levies and entrance fee all such duties or fees (if any) will be payable by you in addition to the quoted price.

2.2 Although we quote a fixed price we reserve the right to amend it or make additional charges if any of the following have not been taken into account when preparing the quotation:-

2.2.1 If due to any circumstances outside our control the work is not carried out or completed within three months of the quotation date.

2.2.2 Our costs increase as a result of currency fluctuations or changes in taxation or freight charges beyond our control.

2.2.3 We have to collect or deliver Goods above the first upper floor.

2.2.4 We supply any additional services.

2.2.5 Access to the collection or delivery point is inadequate or the approach is unsuitable for our vehicles.

2.2.6 Any parking or other fees or charges that we have to incur and pay in order to carry out the services you require. In all these circumstances you will be responsible for the extra charges.

2.3 Our quotation is not a guarantee that we will move you on the day you require. Accordingly, your signed acceptance of our quotation does not constitute a contract between us until you pay and get confirmation that we can move your Goods on your required date

3. Work excluded from our quotations

Unless specific service packages are selected:

(We urge you to read our Service package attributes carefully before you make purchase)

3.1 Dismantle or assemble unit-furniture (Bed frame), fittings or fitments (and in any event these works will not be covered by any insurance provided.)

3.2 Disconnect or reconnect appliances, fittings or equipment.

3.3 Remove or lay fitted floor coverings.

3.4 Take down or re-hang curtains, blinds or other window coverings.

3.5 Move night storage heaters unless they are dismantled.

3.6 Move any item or items which our professional moving crew reasonably believe they cannot move safely or the removal of which may damage the item or items in question or its or their surroundings.

4. Excluded Property

The following items are specifically excluded from this contract and will not be removed:

- 4.1 Jewelries, watches, beads, trinkets, precious stones, money, deeds, securities, stamps, coins, or collections of a similar kind.
- 4.2 Potentially dangerous, damaging or explosive items.
- 4.3 Goods likely to encourage vermin or other pests or to cause infection.
- 4.4 Refrigerated or frozen food or drink for example bears, water and wines.
- 4.5 Any animals and their cages or tanks including pets, birds or fish.
- 4.6 Any kind of weapons or explosives.

Such goods will not be moved by us except with prior written agreement. If you submit such goods without our knowledge and prior written agreement we will not be liable for any loss or damage except when death or injury is caused by our negligence or that of our employees or agents and you will indemnify us against any charges, expenses, damages or penalties claimed against us by third parties. In addition we shall be entitled to dispose of (without notice) any such goods which are listed under paragraphs 4.2, 4.3, 4.4, & 4.6.

- 4.7 Breakage of owner packed property unless the box or container shows signs of external damage

5. Customer's responsibility

It is your sole responsibility to:-

- 5.1 Declare to us the proper value of the Goods.
- 5.3 Be present yourself or appoint a representative at the departure and destination points to ensure that nothing is removed or left in error or is left in the wrong room.
- 5.4 Prepare adequately and stabilize all appliances prior to their removal. Other than by reason of our negligence we will not be liable for any loss or

damage, costs or additional charges that may arise from any of these matters.

6. Ownership of the goods

By entering into this contract you confirm to us that:-

6.1 The Goods are your own property; or

6.2 You have the authority of the owner of the property to make this contract in respect of the Goods.

You will be responsible for any claim for damages and/or costs against either of the above if this proves to be untrue.

7. Postponements/Cancellations

7.1 If you postpone or cancel this contract we may charge according to how much notice you provide prior to the agreed removal date:

Between: 1-2 days: 30% of the total removal charges.

Less than 24 hours: 50% of the total removal charges.

8. Payment of storage/moving Charges

Unless you have our specialized agreement to the contrary you must pay our charges so we have cleared funds prior to the delivery of your goods.

Unless we agree otherwise, you may not withhold any part of the agreed price. Interest at 5% per month calculated on a daily basis, is charged on all overdue accounts.

We reserve the right to terminate this contract if payment is not received before the removal date, and not to carry out any services quoted for.

Failure to comply with our payment terms will also mean that the Goods are not insured.

9. Our liability for loss or damage

9.1 Restricted liability

9.1.1 If you do not provide us with a declaration of value of your goods or you do not require us to accept Regular Liability pursuant to clause 9.2 below, then in the event that we lose or damage your goods through our negligence or our breach of contract, we will pay you up to a maximum of #5,000 for each item which is lost or damaged, to cover the cost of repairing or replacing that item. In this respect an item is defined as any one article, suite, pair, set, complete case, package, carton or other container.

9.1.2 We may choose to repair or replace the damaged or lost item. However if we choose the repair the item we will not be liable for any depreciation in value.

9.1.3 Other than our negligence, we will not be liable for any loss, damage or failure to deliver the goods if it is caused by any of the following circumstances:

9.1.4 Fire howsoever caused.

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

9.1.6 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.

9.1.7 Cleaning, repairing or restoring unless we did the work.

9.1.8 Moth or vermin or similar infestation.

9.1.9 Electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.

9.1.10 Additionally we will not be liable for any loss of or damage to:

9.1.11 Any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by us.

9.1.12 Jewelry, watches, trinkets, precious stones or metals, money,

deeds, securities, stamps, coins, or goods or collections of a similar kind, unless you have previously given us full information including value, and we have confirmed in writing that we will accept responsibility

9.1.13 Goods which have a relevant proven defect or are inherently defective.

9.1.14 Animals and their cages or tanks including pets, birds or fish.

9.1.15 Plants.

9.1.16 Refrigerated or frozen food or drink.

9.1.17 Other than because of our negligence, we will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage, or failure to deliver the goods.

9.2 Regular Liability

9.2.1 If you provide us with a declaration of the value of your goods and you agree to pay an additional charge the amount of our liability to you will be as follows:

9.2.1.1 Where the lost or damaged item is part of a pair or a set, our liability to you, where it is assessed to be the cost of replacement of that item, it 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.

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

9.3 Any liability under clause 9.1 or 9.2 above is expressly subject to all or any other applicable exclusions set out elsewhere in this agreement.

10. Delays in transit

10.1 Unless we give a specifically agreed timescale then arrival and departure times are estimate only.

10.2 If we do not keep to an agreed time scale schedule and any delay is within our reasonable control we will pay your reasonable

expenses which arise as a result of our not keeping to the agreed time schedule. If through no fault of ours we are unable to deliver your goods, we will take them into store. This contract will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.