



## TERMS AND CONDITIONS OF SALE

### 1 Definitions

In these terms, the following words shall have the following meanings:

- “Customer” “you” means any person, firm, company or legal entity to whom Duffield Removals provides a service.
- “Duffield Removals” means Paul Duffield trading as Duffield Removals.  
17 Penguelan, Llanidloes, Powys SY18 6BB
- “Contract” means any contract or agreement between Duffield Removals and the Customer for Services incorporating these conditions.
- “Service” means any service provided to the Customer by Duffield Removals.
- “Removal” means the transfer of furniture, goods, chattels and other items by means of transportation when moving from one property location to another.
- “Quotation” means a formal statement setting out the estimated cost for a particular job or service.

### 2 Application of Terms

- 2.1 The contract of sale shall be on these terms and conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specifications or other document). Variations to these terms and conditions shall have no effect unless expressly agreed in writing by Duffield Removals. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by Duffield Removals which is not set out in the contract of sale. Nothing in this condition shall exclude or limit Duffield Removals liability for fraudulent misrepresentation.
- 2.2 The Customer shall ensure that all appropriate covid19 (coronavirus) health, safety and environmental measures are observed and face coverings are worn when in

the presence of Duffield Removals employees, contractors or agents and social distancing is observed wherever possible.

### **3 Quotation**

- 3.1 Duffield Removals quotation, unless otherwise stated, does not include insurance, fees, or taxes payable to government bodies or agencies.
- 3.2 Duffield Removals Quotation is valid for thirty days from the date of issue.

### **4 Reasonable additional charges may apply in the following circumstances:**

- 4.1 If the work does not commence within thirty days of acceptance of Duffield Removals Quotation.
- 4.2 Our costs change because of, fuel, ferry or toll charges beyond our control.
- 4.3 The work is carried out at the Customers request on a Saturday, Sunday, or Public Holiday or outside normal working hours (Monday to Friday 08.00-18.00hrs).
- 4.4 We have to collect or deliver goods at the Customers request above the ground floor and first upper floor or at more than one location not in the Quotation.
- 4.5 Duffield Removals supply any additional services, including moving extra goods not in the quotation. This may include (but is not limited to) situations in which it becomes apparent when Duffield Removals collect the Customers goods that there are additional items of which Duffield Removals were not informed when we provided our quote and which was not, therefore, included in the Quotation.
- 4.6 The entrance or exit to the premises, stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles to load and/or unload within 10 meters of the entrance to the property.
- 4.7 We have to pay parking or other fees or charges (including fines because you have not arranged an agreed suspension of parking restrictions) in order to carry out services on your behalf. For the purpose of this Agreement parking fines for illegal parking, caused by Duffield Removals negligence are not your fault and you are not responsible for paying them.
- 4.8 If there are circumstances beyond the reasonable control of Duffield Removals which increase the number of vehicles needed or time allowed to complete the agreed work.
- 4.9 Duffield Removals have to pay operational charges in order to carry out the services, which may include (but are not limited to) Low Emission Zone (LEZ) charges and congestion charges.

4.10 The Customer agrees to pay any reasonable charges arising from the above circumstances.

**5 Unless agreed by Duffield Removals in writing in the Quotation, we will not:**

5.1 Dismantle or assemble furniture of any kind.

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

5.3 Take up or lay fitted floor coverings.

5.4 Move items to or from a loft, unless properly lit and floored and safe access is provided.

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

5.6 Duffield Removals staff are not authorised to carry out such work. We recommend that you employ a properly qualified person separately to carry out this service.

**6 It is the Customers responsibility to:**

6.1 Arrange adequate insurance cover for the goods to be removed against all insurable risks as Duffield Removals liability is limited (see clauses 11 and 12 and sub clauses).

6.2 Pay for any parking or meter suspension charges incurred by Duffield Removals in carrying out the work.

6.3 Be present or represented throughout the collection and delivery stages of the removal.

6.4 Where Duffield Removals provide job sheets or other relevant documents you will ensure that they are signed by you or your authorised representative as confirmation of collection or delivery of the Goods.

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

6.7 Empty, properly defrost and clean refrigerators and deep freezers. Duffield Removals are not responsible for the contents.

6.8 Ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them.

- 6.9 Provide Duffield Removals with a correct and up to date contact address and telephone number during removal transit of goods.
- 6.10 Other than by reason of Duffield Removals negligence, Duffield Removals will not be liable for any loss or damage, costs or additional charges that may arise from the Customers failure to discharge their responsibilities.

## **7 Duffield Removals may refuse to accept certain goods**

- 7.1 Perishable items and/or those requiring a controlled environment.
- 7.2 Any animals, birds, fish, reptiles or plants.
- 7.3 Firearms and/or ammunition.
- 7.4 Under no circumstances will prohibited or stolen goods, drugs or pornographic material be moved by Duffield Removals. If you submit such goods without Duffield Removals knowledge, we will inform the relevant authorities and work will cease forthwith.

## **8 Ownership of the goods**

- 8.1 By entering into this agreement, you guarantee that:
- 8.2 The goods to be removed are your own property and free of any legal charge; or you have the full authority of the owner or anyone having a legal interest in them to enter into this agreement and you have made the owner fully aware of these terms and conditions prior to entering into this agreement and that they have agreed to them.

## **9 Charges if you postpone or cancel the removal**

- 9.1 If you postpone or cancel the removal, Duffield Removals reserve the right to charge you a reasonable postponement or cancellation fee according to how much notice is given as set out below.
- 9.2 We charge these fees based on an assessment of losses we may have as a result of the Customer cancelling or postponing the removal. Examples of the types of loss we might incur are: administration/back office costs, being unable to re-fill a removal slot with another customer's work or engaging employees to work for your booked removal. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.
- 9.3 More than 14 working days before the removal was due to start: No charge.
- 9.4 Between 5 and 13 working days inclusive before the removal was due to start: 30% of the removal charge.

- 9.5 Less than 5 working days before the removal was due to start: 60% of the removal charge.
- 9.6 Within 24 hours of the move taking place; 75% of the removal charge.
- 9.7 On the day the work starts or at any time after the work commences: 100% of the removal charge.

## **10 Payment**

- 10.1 Payment is due in full by cleared funds on or before the morning of your move.
- 10.2 Overdue accounts will be passed to 'Justice Served' our debt recovery agency and will therefore be subject to a surcharge of a minimum of 20% to cover the costs of recovery.
- 10.3 Duffield Removals reserves the right to charge interest at an annual rate of 8% above the Bank of England's base lending rate, to accrue on a daily basis, on any sum owed to Duffield Removals which is not paid by the due date and continuing after judgement until the full balance is paid in full.

## **11 Duffield Removals liability for loss or damage**

- 11.1 Duffield Removals do not know the value of the Customers goods therefore we limit Duffield Removals liability to a fixed limit per item. The amount of liability we accept under this agreement is reflected in our charges for the work. If you wish us to increase our limit of liability per item you agree to pay a higher price for the work as stated in our Estimate.
- 11.2 Unless otherwise agreed in writing if we are proven to be negligent or in breach of contract, Duffield Removals will pay the Customer up to £40 for each item which is lost or damaged as a direct result of negligence or breach of contract on Duffield Removals part if the loss or damage is established to have been caused by Duffield Removals failure to pack the goods to a reasonable standard where we have been contracted to pack the goods that are subject to the claim.
- 11.3 Duffield Removals will not be liable for any loss of or damage to any goods unless a claim is notified to Duffield Removals, this must be in writing by email or post (excluding text messages sent from a mobile device) as soon as such loss or damage is discovered and in any event in detail within seven (7) days of completion of delivery to the final destination. We may agree to extend this time limit upon receipt of a written request. Consent to such a request will not be unreasonably withheld.

## **12 Damage to premises or property other than goods**

- 12.1 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, Duffield Removals liability is limited as follows:
- 12.2 If Duffield Removals 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.
- 12.3 If Duffield Removals cause damage as a result of moving goods under the Customers express instruction, against our advice and where moving the goods in the manner instructed is likely to cause damage, Duffield Removals shall not be liable.
- 12.4 If Duffield Removals are responsible for causing damage to your premises or to property other than goods subject to removal, the Customer 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 by eighteen hundred hours (18:00) that same day. This is fundamental to the Agreement.

## **13 Delays in transit**

- 13.1 Other than by reason of Duffield Removals negligence we will not be liable for delays in transit. Any transit times quoted are estimated and based upon information known at the time. Transit times may vary due to a number of factors outside our control. Duffield Removals will advise of any material changes to the transit times as soon as we become aware. Duffield Removals will not be liable for any loss or damage incurred by the Customer as a result of delays in transit time unless directly attributable to Duffield Removals negligence or breach of contract.

## **14 Anti-Bribery and Anti-Corruption**

The Customer shall ensure that all business is conducted free from any and all forms of corruption or bribery, including money laundering and fraud, and shall comply with all applicable anti- bribery and anti-corruption laws and regulations including without limitation the UK Bribery Act 2010. The Customer shall notify Duffield Removals immediately upon becoming aware of, or suspecting, any actual or potential breach of this clause.

## **15 Data Protection**

- 15.1 All parties shall comply with all applicable privacy and data protection laws and regulations.

## **16 General**

- 16.1 These terms together with any terms agreed in writing by The Customer and Duffield Removals supersede all prior representations or understandings made in good faith and contain the entire agreement between the parties in connection with Service. The Customer irrevocably waives any right to claim damages for any innocent misrepresentation or non-disclosure or for breach of any collateral obligation. Unless Duffield Removals otherwise agrees in writing, these terms prevail over and exclude all other terms capable of being lawfully excluded, including but not limited to any terms contained in any documents issued by the Customer.
- 16.2 No contract between Duffield Removals and the Customer shall be assigned by the Customer without Duffield Removals prior written consent.
- 16.3 No failure by Duffield Removals to enforce any of its rights shall be construed as a release of that right or of any other right nor shall such failure by Duffield Removals sanction any failure by the Customer to comply with its obligations.
- 16.4 Notices shall be in writing and sent by letter or email addressed to a party at its given address. Any letter notice shall be deemed to have been received at that time at which the letter would have been delivered in the ordinary course of post, or at the time of delivery if the notice was personally served, or at the time of receipt if transmitted by legible email with confirmation of receipt.
- 16.5 If any provision to the Contract is found by any court or tribunal to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

## **17 Law and Jurisdiction**

- 17.1 Any disputes arising between Duffield Removals and the Customer in connection with the supply of services shall be settled in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle such disputes.

**Effective as included in all Orders placed on and after 1 January 2019**