

Goodbrand International Ltd

Terms of Business

Introduction

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the word 'you' or 'your' it means the Customer: 'we', 'us' or 'our' means Goodbrand International Limited or our Team. These terms and conditions can be varied or amended subject to prior written agreement. Your attention is drawn to Clauses 3, 4, 9, 10, 11 and 12 which set out our liability to you for loss of or damage to goods and property.

1 Our Quotation

1.1 Our quotation, unless otherwise stated, will not include customs duties and inspections or any other fees or taxes payable to government bodies. It does include us accepting liability for your goods, subject to clauses 2.2, 3.2, 5.2, 5.3 and the provisions of Clauses 4, 9, 10, 11 and 12.

1.2 We may change the price or make additional charges if it is found that changes to the job or additional work is required which have not been considered calculated our quotation. Any changes will be confirmed by us in writing. These include:

1.2.1 You do not accept our quotation in writing within 28 days, or the work is not carried out or completed within 90 Days.

1.2.2 Changes to Taxation, Transport fees or Currency fluctuations that were not applicable at the time of the quote was published.

1.2.3 The work is changed to be carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00-18.00hrs) at your request.

1.2.4 It is found that previously unknown items require relocation, at your request, above the ground floor and first upper floor.

1.2.5 If you collect some or all the goods from our warehouse, we are entitled to make a charge for handing them over.

1.2.6 We supply any additional services, including moving or storing extra goods (these conditions apply to such work).

1.2.7 It is discovered that the 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 and/or containers to load and/or unload within 20 metres of the doorway. Attention of these matters should be drawn to us prior to acceptance of these Terms of Business

1.2.8 We have to pay parking, congestion charge, ULEZ, road tolls or other fees or charges to carry out services on your behalf.

1.2.9 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.

1.2.10 We agree in writing to increase our limit of liability set out in clause 9.1.1

1.2.11 If you self-certify the size of your move by completing an inventory checklist and on the day of the move it is found that items have been omitted from the quote then additional charges may be applied at the discretion of Goodbrand International Ltd, or the items may not be removed.

1.2.12 Where a Self-Certification Survey Form has been completed it is established that the vehicle exceeds the vehicles load limit then arrangements will be made to provide an additional vehicle at the cost of the customer. If a Pre-Move Survey is completed or if after reviewing the Self Certification Survey Form, it is the opinion of the Goodbrand International Ltd Removal Manager that the weight is within limits, any additional cost will be Our responsibility should the vehicle turn out to be overweight. This will not be the responsibility of the customer.

If it is in the opinion of the Goodbrand International Removal Manager that the vehicle will be over-weight then a larger vehicle will be recommended at an additional cost to the customer who will be notified in advance of the move, prior to the booking.

1.2.13 If on the day of the move the keys are not available, restricting access to the property, until after 14:00 (unless agreed in advance with your Goodbrand International Removal Manager) a waiting charge of £65.00+VAT per hour or part thereof will be charged. If access is still not granted by 16:30 the vehicle will return to the depot for overnight storage to return on the next available move date. **Be aware this may not be the following day.** Additional costs will be incurred and payable prior to completion of the unloading.

1.2.14 The Total Price of the move may change upon loading of the vehicle. This will be due to the volume of the move exceeding the volume established during survey. This may be due to items not being available to assess thoroughly during the survey, goods may not have been disposed of prior to the move as suggested, new items purchased or any other circumstance which differs from the original survey completed. **It is important that you have disclosed all items you wish to move prior to accepting these terms**

1.2.15 If upon arrival to the property, the house is not fully packed then there may be a requirement for the Team to pack. If this action results in the house not being vacated by 1pm then every hour or part thereof will be charged at £65.00+vat plus the cost of any required additional packing material

1.2.16 If upon arrival at the new property, delays are caused because the parting inhabitants are still in situ a waiting charge applies at £65.00+vat per hour

1.3 In any such circumstances, adjusted charges will apply and become payable.

2 Work not included in the quotation

2.1 Unless agreed by us in writing, we will not:

2.1.1 Break Down or assemble units or furniture, fitments or fittings.

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

2.1.3 Remove items from a Loft Space or Cellar, unless properly lit and floored and safe access is provided and agreed in advance of the move. If granted then these items must be able to be safely maneuvered manually. Specialist lifting equipment will require an extra fee.

2.1.4 Move or store any items excluded under Clause 5. **It is Important that you familiarise yourself with these items**

2.1.5 Should the customer pay any money to the contractors on the day of the move for work carried out which does not form part of the move specification as per the Quotation and Acceptance, unless the additional work has been authorised by Goodbrand International Ltd, or a Goodbrand International Manager – prior to

completion of said work, then this money is not deemed in favor of the supplier or removal contractor, and the work carried out will be charged via separate invoice, and be uninsured.

3 Your responsibility

3.1 You must: -

3.1.1 Declare to us, in writing, the value of the items being removed and/or stored. ***(Unless you elect for our liability to be limited to £50 per item as set out in Clause 9.1)***; If it is established, after loading, that the value of the items removed or stored is greater than the actual value you declare, you agree that our liability under clause 9.1 will be reduced to reflect the proportion that your declared value bears to their actual value.

3.1.2 obtain all permissions, consents, licenses, permits or customs documents required for the removal and transportation of the goods; These are to be at the expense of the customer

3.1.3 be present, either personally, or through a Nominated Person, during the collection and delivery process. The Nominated Person must be available to witness and record previous damage to items before wrapping and loading.

3.1.4 Ensure correct signature is on all agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of goods.

3.1.5 take reasonable steps to prevent the removal of goods that are not included in your transaction and check to ensure that your goods are duly removed;

3.1.6 provide proper protection for goods left unattended or in unoccupied premises; or where other people such as (but not limited to) tenants or workmen are, or will be present.

3.1.7 Prepare and stabilise all appliances and maneuvered items prior to their removal;

3.1.8 empty, defrost and clean refrigerators and freezing equipment. Including drip tray. Drain and empty Washing Machines, Dishwashers and Tumble dryers

3.1.9 In addition you must provide us with contact details for yourself or your Nominated Person during the removal process including transit and/or storage of goods to the point of delivery

3.1.10 Allow the Goodbrand International Team to carry out their responsibilities. Should the customer or Nominated Person assist with any aspect of the moving of items and damage, or injury, is caused during assistance then no liability shall be held by Goodbrand International or the member of Goodbrand International Staff.

3.1.11 Provide the Goodbrand International Team with any information reasonably required by them;

3.1.12 complies with such other requirements as may be set out in the Proposal, Quotation or Job specification agreed between the parties.

3.1.13 if you to pack the contents of your house, you must wrap all fragile items which are not boxed. Advice can be provided on the best way to wrap items or we may wrap for you at an additional charge. These Items must be marked as "FRAGILE"

3.1.14 Should the customer not accept the recommendations of Goodbrand International Ltd or their Team as in section 3.1 then the items to be moved are solely moved at the risk of the customer. A waiver may be asked to be signed. Goodbrand International Ltd or their Team cannot be held liable for any damage caused whilst the item to be moved is under the supervision of the customer.

3.1.15 You must fully inspect the items prior to the Team leaving your property. Should any visible damage be incurred, then it is you or your Nominated Person's responsibility to advise the Goodbrand International Team whilst they are still at the property of the alleged damage. Liability cannot be admitted once the Team have left the premises. You then need to put in writing a request to make a claim WITHIN SEVEN DAYS and provide us with photographs and a full written description of the damage. (This is in addition to recording the damage on the sign off sheet). If prior to notifying the Goodbrand International Ltd Team of damage the Item has been handled/moved by you or your Nominated Person, then it cannot be said that damage was solely caused by the Removal Team. Please do not handle the items, inform the Removal Manager immediately.

3.1.16 If at any time during the move, you are not happy with the conduct of the Goodbrand International Team; then it is your responsibility to contact your Removal Manger who will discuss and resolve any issues to your satisfaction which may have arisen.

3.1.17 if upon arrival you have not fully packed then the team may have to pack for you. This will be at an additional charge as per 1.2.15

3.1.18 if you dismantle furniture, then it is your responsibility to ensure the furniture is safe and any risk of injury to the Goodbrand International Team. Please ensure all protruding screws, brackets etc. are removed to protect our Team and other items in transit

3.2 We will not be liable for any loss, damage, cost or additional expense that may occur as a result of your failure to fulfil these obligations unless by reason of our own negligence or breach of contract.

4. Our responsibility

4.1 It is our responsibility to deliver your items 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 If we have undertaken to pack the items, 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 because of negligence or breach of contract on the part of Goodbrand International Ltd or their Team.

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 of Goodbrand International Ltd or their Team.

4.6 The amount of our liability under this clause shall be determined in accordance with clauses 9 and 11.

5. Goods not to be submitted for removal or storage

5.1 Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by us. The items listed under 5.1.1 below may present risks to health and safety and of fire. Items listed under 5.1.2 to 5.1.6 below carry other risks and you should make your own arrangements for their transport and storage.

5.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.

5.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.

5.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

5.1.4 Perishable items and/or those requiring a controlled environment.

5.1.5 Any animals, birds or fish.

5.1.6 Goods which require special license or government permission for export or import.

If we do agree to remove such goods, we will not accept liability for loss or damage unless we are negligent or in breach of contract, in which case all these conditions will apply.

If you submit such goods without our knowledge, we will make them available for your collection and if you do not collect them within a reasonable time, we will apply for an appropriate court order to dispose of any such goods found in the consignment without notice. You will furthermore pay to us any charges, expenses, damages, legal costs or penalties incurred by us.

6. Ownership of the goods

6.1 By entering this Agreement, you guarantee that:

6.1.1 The goods to be removed and/or stored are your own property, or

6.1.2 The person(s) who own or have an interest in them have given you authority to make this contract and have been made aware of these conditions.

6.1.3 You will pay us for any claim for damages and/or costs brought against us if either warranty 6.1.1 or 6.1.2 is not true.

7. Charges if you postpone or cancel the removal

7.1 If you postpone or cancel this Agreement, we will charge you according to how much notice is given. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.

7.1.1 More than 7 working days before the removal was due to start: No charge.

7.1.2 Between 3 and 7 working days inclusive before the removal was due to start: not more than 30% of the removal charge.

7.1.3 Between 1 and 3 working days before the removal was due to start: not more than 50% of the removal charge.

7.1.4 Within 24 hours prior to the move date then up to 75% of the cost of the move will be charged. If the move is not completed or cancelled on the move day then 100% of the cost of the move is charged, including packing materials and packing service if completed.

7.1.5 If the move is postponed, then subsequently postponed again the deposit will be retained and the full cost for the move will be due prior to commencement of the move.

7.1.6 If the move is not concluded within 30 days of the date of this booking, and the customer chooses to cancel the move then 100% of the deposit will be charged. No deposit refund is payable.

8. Payment & charges

8.1 Unless otherwise agreed by us in writing:

8.1.1 Payment is required by cleared funds in advance of the removal or storage period.

8.1.2 You may not withhold any part of the agreed price.

8.1.3 In respect of all sums which are overdue to us, we will charge interest daily calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.

8.1.4 We accept payment by most major debit and credit cards, PayPal, Google Checkout and by Direct Bank Transfer

8.1.5 Payment is due 5 working days in advance of the agreed moving date, unless agreed in writing. Should payment not be received by the move date then the move may be cancelled. This decision will be made after agreement with the Removal contractors. If the move goes ahead, then payment must be made within 3 working days of the move date. If payment is not received by the 3rd working day, then a fee of £25.00 is added to the balance for collection charges, interest charged at 2% per month, calculated daily. If payment is not received within 30 days, then the collection will be passed to a debt collection agency. The customer will be subject to the DCA fees.

8.1.6 Should a customer pay by cheque and the cheque is unauthorised by the bank then an administration fee of £25.00 will be charged by Goodbrand International Ltd

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

9.1 Standard Liability

9.1.1 Our liability for negligence or breach of contract or otherwise under common law in relation to your goods is limited to the value declared to us under Clause 3.1.1. or £25,000 whichever is the least. If no such value is declared, or if you so elect, for the maximum amount of £50 per item. In this respect an item is defined as any one article, suite, pair, set, complete case, package, carton or other container. These limits may affect the quotation. We may agree to accept liability for a higher amount, in which case we may make an additional charge.

9.1.2 We are not liable on a "new for old" basis for any loss or damage.

9.1.3 In the event of loss of or damage to your goods in breach of clause 3.1.1, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement whichever is the smaller sum, considering the age and condition of the goods immediately prior to their loss or damage, and subject to the maximum liability of £25,000 per vehicle referred to in clause 9.1.1 (unless we have agreed a higher amount with you).

9.1.4 We shall not be liable to the extent that loss or damage is caused or contributed to by moving goods under your express instructions, against our advice, and in a manner which is likely to cause damage.

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 The procedure to follow in the event of damage as set out in Clause 3.1.15 must be followed to allow a claim to be processed. Failure to follow the procedure will invalidate any claim.

9.1.5 We shall not be liable to the extent that loss or damage is caused or contributed to by moving goods under your express instructions, against our advice, and in a manner which is likely to cause damage.

9.2 Limited Liability.

9.2.1 If you do not provide us with a declaration of value, or if you do not require us to accept Standard Liability pursuant to clause 9.1, then our liability to you is to be determined in accordance with Clauses 3, 9.1.3, 9.2.2 and 11.

9.2.2 In the event of loss of or damage to your goods caused by negligence or breach of contract on our part, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement, considering their age and condition immediately prior to their loss or damage, subject to a maximum liability of £50 per item. Your attention is drawn to clause 3, 11.1 which applies to Limited Liability.

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 detailed valuation of your goods on the valuation 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 We will accept liability for loss or damage (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.

In either circumstance clause 9.1 or 9.2 above will apply.

An Item is defined as: –

The entire contents of a box, parcel, package, carton, or similar container; and any other object or thing that is moved handled or stored by us.

10 Damage to premises or property other than goods

10.1 Because third party contractors are frequently present at the time of collection or delivery our liability for loss or damage is limited as follows:

10.1.1 If we cause loss or damage to premises or property other than goods for removal because 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 because of moving goods under your express instruction, against our advice, and where to move 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 or 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 because of fire or explosion howsoever that fire or explosion was caused, unless we have been negligent or in breach of contract.

11.2 In respect of Standard Liability and Limited Liability, other than because of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the following goods: –

Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones, Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination. Perishable items and/or those requiring a controlled environment. Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds. Any animals, birds or fish.

11.2.1 Breakage, scratching, denting, chipping, staining and tearing of items packed by you including trunks suitcases and the like unless reasonably attributable to physical damage to such items caused by collision or overturning of road vehicles or other conveyances. This policy shall also exclude claims for missing items unless a valued list of contents is supplied by you to us prior to commencement of transit and such list approved by us.

11.2.2 Loss or damage which occurs prior to collection or packing by us or after delivery or unpacking by us.

11.3 Any consequential loss. In respect of Standard Liability and Limited Liability, other than because 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: –

By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside our reasonable control. Loss or damage arising from ionising radiations or radioactive contamination. Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack

Indirect or consequential loss of any kind or description

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.

By vermin, moth, insects and similar infestation, damp, mold, mildew or rust

By cleaning, repairing or restoring unless we arranged for the work to be carried out.

By change to atmospheric or climatic conditions.

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.

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 liability is limited to £50 or its actual value whichever is less.

For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.

Loss or damage of motor vehicles caused by scratching, denting and marring unless you obtain from us a pre-collection condition report.

Loss or damage to a vehicle whilst being driven or for being driven under its own power other than for loading onto or unloading from the carrying conveyance or container. Loss or damage sustained by accessories and removable items unless lost with the vehicle

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 12.2 below).

12 Time limit for claims

12.1 For goods which we deliver, you must notify us in writing of any visible loss, damage or failure to produce any goods at the time of delivery.

12.2 If you or your agent collect the goods, you must notify us in writing of any loss or damage at the time the goods are handed to you or your agent.

12.3 Notwithstanding clauses 3, 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 within seven (7) days of delivery of the goods by us. Any damage to furniture must be noted prior to the men leaving the site.

12.4 The time limit for notifying us of your claim may be extended 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.

13 Delays in transit

13.1 Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit.

13.2 If through no fault of ours we are unable to deliver your goods; we will take them into store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

14 Our Right to Hold the Goods (lien)

We shall have a right to withhold and/or ultimately dispose of some or all the goods until you have paid all our charges and any other payments due under this or any other Agreement. (See also Clause 22). These include any charges that we have paid out on your behalf. While we hold the goods, you will be liable to pay all storage charges and other costs incurred by our withholding your goods and these terms and conditions shall continue to apply.

15 Our right to sub-contract the work

During busy periods we may need to sub-contract part or all of the move. In these instances, we will notify you in advance of the move.

15.1 We reserve the right to sub-contract some or all the work.

15.2 If we sub-contract, then these conditions will still apply.

16 Route and method

16.1 We have the right to choose the method and route by which to carry out the work.

16.2 Unless it has been specifically agreed otherwise in writing in our Quotation, other space/volume/capacity on our vehicles and/or the container may be utilised for consignments of other customers.

17 Advice and information for International Removals

We will use our reasonable endeavors to provide you with up-to-date information to assist you with the import/export of your goods. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is your responsibility to seek appropriate advice to verify the accuracy of any information provided.

18 Applicable laws

This contract is subject to the law of the country in which the office of the company issuing this contract is situated.

19 Your forwarding address

19.1 If you send goods to be stored, you must provide an address for correspondence and notify us if it changes. All correspondence and notices will be considered to have been received by you seven days after sending it to your last address recorded by us.

19.2 If you do not provide an address or respond to our correspondence or notices, we may publish such notices in a public newspaper in the area to or from which the goods were removed. Such notice will be considered to have been received by you seven days after the publication date of the newspaper. Note: If we are unable to contact you, we will charge you any costs incurred in establishing your whereabouts

20 List of goods (inventory) or receipt

Where we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within 10 days of the date of our sending, or a reasonable period agreed between us, notifying us of any errors or omissions.

21 Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

If the print is too small for you to read, then a larger copy can be emailed to you, or please use the zoom slider bar in the bottom right-hand corner to enlarge the page.