

SAPHOY

SAPHOY LTD Terms & Conditions

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 the Remover. These terms and conditions can be varied or amended subject to prior written agreement.

1. Our Quotation

1.1 Our Quotation is valid for twenty-eight days from the date of issue. Unless already included in Our Quotation, reasonable additional charges will apply in the following circumstances:

1.1.1 If the work does not commence within twenty-eight days of acceptance;

1.1.2 Our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll changes/charges beyond our control.

1.1.3 We should collect or deliver goods at Your request above the ground floor and first upper floor.

2. Ownership of the goods

2.1 By entering into this Agreement, you guarantee that:

2.1.1 The goods to be removed and/or stored are Your own property, or the goods are Your property free of any legal charge; or

2.1.2 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.

2.1.3 If at any time following the implementation of this agreement to its termination another person has or obtains an interest in the goods You will advise Us of their name and address in writing immediately.

2.1.4 If You wish to transfer responsibility of this Agreement to a third party You will advise Us in writing giving Us 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.

3. Payment

3.1 Unless otherwise agreed by Us in writing, payment is required in full by cleared funds seven days before initiation of works.

3.2 Payment will be taken via bacs. We do not accept cheques or cash payments.

3.3 In default of such payment We reserve the right to refuse to commence removal or storage until such payment is received.

3.4 All discussions regarding payment must be with an authorized representative of the Company.

3.5 VAT will be added to the cost of the removals or storage at the prevailing rate.

4. Our liability for loss or damage

4.1 For goods destined to, or received from a place outside the United Kingdom:

4.1.1 We will only 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.

4.2.1 Where We engage an international transport operator, shipping company or airline to convey Your goods to the place, port or airport of destination, We do so on Your behalf and subject to the terms and conditions set out by that carrier, this shall be conveyed to you in writing if a sub-contractor is used.

4.3.1 If the carrying vessel/conveyance, should for reasons beyond the carrier's control, fail to deliver the goods, or route them to a place other than the original destination, You may have limited recourse against the carrier depending upon the carriers particular terms and conditions of carriage, and You may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is Your responsibility to arrange adequate marine/transit insurance cover.

4.3.2 We do not accept liability for goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless such confiscation, seizure, removal or damage arose directly because of Our negligence or breach of contract.

4.4 For the purposes of this Agreement an item is defined as:

4.4.1 The entire contents of a box, parcel, package, carton, or similar container; and

4.4.2 Any other object or thing that is moved, handled or stored by us.

5. Exclusions of liability

5.1 We shall not be liable for loss or damage caused by fire or explosion unless we have been negligent or in breach of contract. It is Your responsibility to insure Your Goods. If You ask Us in writing to arrange insurance cover for You We will, provided You declare the full replacement value of Your Goods and pay the premium in advance.

5.2 We will not be liable for any loss of, damage to, or failure to produce the following goods:

5.2.1 Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones.

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

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

5.2.4 Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals,

5.3 We shall not be liable for delays or failures to provide the services under this Agreement because of: 10.3.1 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.

5.4 Other than because of Our negligence or breach of contract We will not be liable for any loss, damage or failure to produce the goods because of:

5.4.1 Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods.

5.4.2 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.

5.4.3 Loss of or damage to china, glassware and fragile items unless they have been both professionally packed and unpacked by us. 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 £100 or its actual value whichever is less.

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

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

5.4.6 For any goods which have a pre-existing defect or are inherently defective.

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

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