

Detailed Terms and Conditions for Open Removals

1. Introduction

These terms and conditions govern the relationship between Open Removals ("we", "us", "our") and the customer ("you", "your"). By agreeing to our services, you acknowledge these terms and conditions and agree to comply with them. We reserve the right to modify these terms by mutual written consent.

2. Our Quotation

2.1. Our quotation covers the agreed services, excluding additional costs such as customs duties, inspections, taxes, or other government fees unless otherwise specified. It also includes our liability for your goods under certain conditions.

2.2. We may revise the quoted price if unforeseen circumstances arise, such as:

- Delays or changes beyond our control (e.g., weather, road conditions, or currency fluctuations).
- Additional services, including moving extra goods or special handling, require further charges.
- Any change in accessibility, such as insufficient room, inadequate stairways, lifts, or parking.
- Additional services such as parking fees, tolls, or assistance with extra tasks.

2.3. If you agree to an additional liability waiver fee of £75, no extra charge for waiting for keys will apply. Without this fee, a charge of £50 per hour after 1:00 PM will apply until we gain access to the property.

3. Work Not Included in the Quotation

3.1. Unless agreed in writing, the following tasks are excluded:

- Dismantling or assembling flat-pack furniture.
 - Disconnecting or reconnecting appliances, fittings, or equipment.
 - Moving items from inaccessible areas, such as lofts, unless proper access is provided.
 - Storing or moving restricted or hazardous items (as outlined in Section 5).
- 3.2. We recommend you hire qualified professionals for tasks beyond our scope.

4. Your Responsibilities

4.1. You are responsible for:

- Declaring the estimated value of your goods for insurance purposes.
- Obtaining all required permits, licenses, and documents.
- Being present or ensuring a representative is available during pick-up and delivery.
- Safely packing items and ensuring that nothing is accidentally moved or left behind.
- Emptying, defrosting, and cleaning appliances before removal (unless specified otherwise).

4.2. We are not liable for any loss or damage due to your failure to meet these responsibilities unless caused by our negligence.

5. Our Responsibilities



5.1. We are responsible for ensuring your goods are delivered or made available in the same condition as when they were packed, unless otherwise specified.

5.2. If we are responsible for packing the goods, we assume responsibility for their safety during transportation.

5.3. We are not liable for damage resulting from non-compliance with the responsibilities outlined in Section 4.

6. Goods Not to Be Moved or Stored

6.1. The following items should not be submitted for removal or storage unless explicitly agreed upon in writing:

- Hazardous materials, including explosives, drugs, or firearms.
- High-value items such as jewelry, money, and precious metals.
- Perishable goods or anything requiring special environmental control.
- Animals or pets.

6.2. If such items are mistakenly included in the shipment, we may not be liable for any damage or loss, unless caused by our negligence.

7. Ownership of Goods

7.1. You guarantee that you have the legal right to remove or store all goods and that any third parties involved are aware of and agree to these terms.

8. Postponement or Cancellation

8.1. Should you cancel or postpone your move, charges will apply as follows:

- More than 10 working days' notice: No charge (excluding Friday bookings).
- Less than 7 days' notice: Loss of 100% deposit.
- For Friday bookings, the deposit is non-refundable.

9. Payment

9.1. Payment is due on the day the move is completed before the team leaves the property or site.

9.2. A 4% interest fee will be charged on overdue payments.

10. Liability for Loss or Damage

10.1. **Standard Liability:**

- If you provide a valuation of your goods, we will be liable up to a maximum of £50,000 unless a higher liability is agreed upon in writing.
- If no valuation is provided, our liability is limited to £40 per item.



10.2. Limited Liability:

- If you do not provide a valuation, our liability will be limited to £40 per item.

11. Exclusions of Liability

11.1. We are not liable for any loss or damage resulting from:

- War, natural disasters, or any events beyond our control.
- Any damage caused by improper packaging (by you) or items left unattended.
- Normal wear and tear, rust, mildew, or damage to perishable goods.

12. Time Limit for Claims

12.1. Claims for loss or damage must be submitted within 7 days after delivery or collection. Any claim must be made in writing within this period.

13. Delays in Transit

13.1. We are not liable for delays caused by factors beyond our control, such as adverse weather or traffic.

13.2. If we cannot deliver your goods, they will be stored at your cost until delivery can be arranged.

14. Right to Withhold Goods

14.1. If any payments remain outstanding, we have the right to withhold or dispose of your goods until payment is made.

15. Disputes

15.1. Disputes that cannot be resolved directly will be referred to an arbitrator from the Chartered Institute of Arbitrators, with the costs determined by the arbitrator.

16. Sub-Contracting

16.1. We may subcontract parts of the service but remain responsible for meeting all obligations under these terms.

17. Method and Route

17.1. We reserve the right to choose the best route and method to transport your goods.

18. Applicable Law

This Agreement is governed by the laws of the country where Open Removals is based.

19. Your Forwarding Address

19.1. You must provide us with an updated forwarding address during the removal or storage period. Any notices will be deemed received 7 days after being sent to the last address on file.



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By using our services, you agree to comply with the terms outlined above. Please ensure that you fully understand your obligations and the scope of our liability.