

KEANS REMOVALS & STORAGE LTD



**Southern Cross Commercial Centre, Swanland Road,
North Mymms, Hertfordshire, AL9 7TS**

TEL: 01707 659188

www.keans-removals.co.uk

IMPORTANT NOTE

We endeavour to undertake all removals and storage in a thoroughly professional manner. The vast majority of our jobs pass without any difficulty and with the customer being entirely satisfied. This is something that we are very proud of. However, we are aware that things can occasionally go wrong, and it is therefore very important that we both know where we stand if items are lost or damaged.

We are not able to arrange insurance over the goods themselves during the course of removal or storage. This type of insurance, known as “all risks” insurance, cannot be offered due to FSA regulation on the sale of insurance products.

However to ensure that you are adequately protected against any loss or damage to the goods that might occur during the removal and/or storage we have offered to enter into a contract with you on the terms available on request. These terms are very generous, in respect of the industry standards, in terms of our accepting responsibility in the unlikely event of something going wrong.

Furthermore to ensure that you are adequately protected we have taken out liability insurance to cover our liability to you if we lose or damage any of the goods being removed or stored. This is known as liability insurance.

This means that you can be confident that if we do lose or damage any items and we are liable for the same under the terms of the contract between us, that we are adequately insured so that any such claims will be met.

However, if you still want insurance over the actual goods themselves then you must arrange this yourself.

THE BASIS OF THE CONTRACT BETWEEN US

Our liability insurance will indemnify us, and so pay out, in respect of claims for loss and/or damage that we are liable for under the terms of the contract between us. If we are not liable for the loss or damage under the terms of the contract then the insurance will not indemnify us, and so will not pay out. It is therefore important that you understand what we are liable for under the terms of the contract. A brief overview of what the contract provides is set out below. However for the avoidance of any doubt the contract is on the terms provided to you with the quotation. It is important that you read these carefully. If there is anything that you do not understand then please ask for clarification.

THIS DOCUMENT IS NOT THE CONTRACT BETWEEN US. IF THERE IS ANY CONFLICT BETWEEN THE CONTENTS OF THIS DOCUMENT AND THE TERMS OF THE CONTRACT THEN THE TERMS OF THE CONTRACT, RATHER THAN OF THIS DOCUMENT, SHALL PREVAIL.

WHAT WE ARE LIABLE FOR UNDER THE TERMS OF THE CONTRACT

Subject to the exclusions from liability, which are set out below, we will be liable if any of the goods being removed and/or stored are lost or damaged whilst in our possession during removal and storage. It is not necessary for you to show that we have been negligent. It will be enough for you to show that the loss or damage occurred whilst the goods were in our custody and control.

In respect of delay we will be liable, upto a maximum of £2000, for your reasonable costs and expenses caused by delay that arises from our negligence.

Like most contracts we do rely on a number of exclusions, that is matters where we will not be liable for loss and or damage. You should check the full wording of the contract for full details of these but the most important ones are summarised below

WHAT WE ARE NOT LIABLE FOR UNDER THE TERMS OF THE CONTRACT

- Any claim for loss or damage to goods that totals less than £25.00.
- The balance of any claim for loss or damage to goods over and above £50,000 (unless a higher limit has been agreed by us in accordance with the terms of the contract)
- Damage or loss to any of the following where they have been submitted for removal and/or storage without our agreement, in accordance with the terms of the contract, to do so:
 - (a) Any living thing, including any animals, birds, fish and plants;
 - (b) Any goods that are likely to encourage vermin or other pests or to cause infestation;
 - (c) Any goods that require a special licence;
 - (d) Any goods that require government permission to import or export;
 - (e) Any food and/or drink that is, or needs to be, refrigerated or frozen;
 - (f) Any drugs;
 - (g) Any stolen or prohibited or illegal goods;
 - (h) Any goods that are potentially dangerous, explosive or otherwise liable to cause damage. This includes, but is not limited to, firearms, ammunition, paints, aerosols, gas bottles and canisters;
 - (i) Any jewellery, including trinkets and watches, and precious stones or metals or items made from precious metals or including precious stones;
 - (j) Any money, securities, financial or legal documents, including but not limited to share certificates and leases;
 - (k) Any collections of stamps, coins or other similar collectable items.

- Loss or damage to any of those goods listed above that arises due to the special nature or sensitivities of the goods involved, even where we have agreed to remove and/or store them.
- Any damage whether to premises, property or the goods as a result of moving goods under your express instruction, and against our advice where moving the goods in the manner instructed will inevitably cause damage.
- Any claim based on an item having extra value due to it being part of a pair or set. Claims will only be considered looking at the value of each item in isolation.
- Consequential or indirect loss, including but not limited to loss of profits or loss of opportunity.
- The balance of any claim for delay over and above £2,000

WHAT WE ARE NOT LIABLE FOR UNDER THE TERMS OF THE CONTRACT OTHER THAN AS A RESULT OF OUR NEGLIGENCE

We will not be liable, other than where it results from our negligence, for claims arising from:

- War, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, terrorism, rebellion and/or coup, Act of God, industrial action or other events outside our reasonable control;
- Normal wear and tear, ageing, natural or gradual deterioration, leakage or evaporation;
- Incidence of moths, vermin or similar infestation;
- Cleaning, repairing or restoring, unless we agreed to do the work;
- Electrical or mechanical derangement to any appliance or equipment unless there is evidence of external impact damage;
- Any inherent defect in the goods;
- Changes of atmospheric or climatic conditions;
- Damage to motor bikes or other motor vehicles unless we have issued a pre-collection condition report;
- Damage to any motor bike or other motor vehicle moving under its own power other than during the normal course of loading and unloading;
- Delay;
- Loss or damage to the goods that occurs before we have taken possession, custody and control of the goods;
- Loss or damage to the goods that occurs after we have delivered or handed over the goods to you or to a party nominated by you;
- Loss of goods that have not been both packed and unpacked by us. This includes goods packed in wardrobes, drawers, cases, boxes or other type of container;
- Damage to goods that arises from the normal handling of those goods where those goods have not been both packed and unpacked by us. This includes goods packed in wardrobes, drawers, cases, boxes or other type of container regardless of the apparent quality of the packing.

THE BASIS OF ANY SETTLEMENT

Under the terms of the contract you will not be compensated on a “new for old basis”. The basis of compensation shall be the item’s current replacement or repair cost, including due allowance in respect of age, wear and tear and depreciation

TIME LIMITS FOR CLAIMS

It is important that any losses and/or damage are noted on the documents at the time and that written claims are made by you or a written extension of time is obtained from us within:

- Where delivery has taken place within 7 days of delivery, or
- Where no delivery has taken place within 7 days of the anticipated delivery date or when you were informed of the loss, whichever is the earlier.

If this claims procedure is not complied with we shall not be responsible for the claim in question.

EXTRA CONDITIONS THAT APPLY TO FOREIGN REMOVALS

Please note that there are further exclusions that apply specifically where goods are destined for or are received from a place outside the United Kingdom. These exclusions are not set out here. Please refer to the contract for further details of these exclusions.

THIS DOCUMENT IS NOT THE CONTRACT BETWEEN US. THE CONTRACT TERMS BETWEEN US ARE SET OUT IN FULL IN OUR TERMS AND CONDITIONS THESE ARE AVAILABLE TO YOU ON OUR WEBSITE. IF YOU WISH US TO SEND YOU A COPY PLEASE CONTACT OUR OFFICE. THIS IS ONLY A SUMMARY FOR YOUR CONVENIENCE AND REFERENCE SHOULD BE MADE TO OUR TERMS AND CONDITIONS.

IF YOU HAVE ANY QUESTIONS ABOUT THE INSURANCE COVER WE MAINTAIN TO COVER OUR LIABILITY FOR LOSS AND/OR DAMAGE TO THE GOODS BEING REMOVED AND/OR STORED AND FOR DELAY. PLEASE FEEL FREE TO CONTACT US AND WE WILL BE HAPPY TO PASS ON THE CONTACT DETAILS OF OUR INSURANCE COMPANY TO CONFIRM THE LEVEL OF COVER HELD AND ITS ADEQUACY TO BACK OUR POTENTIAL LIABILITY TO YOU IN THE EVENT THAT THE GOODS BEING REMOVED AND/OR STORED ARE LOST DAMAGED OR DELAYED.