



PENGUIN TRANSPORT
6 SHADES CLOSE, CROFT
LEICESTERSHIRE
LE9 3ZH

Tel/Fax: 01455 283382 or 0796 223311

www.penguintransport.org.uk

e-mail: penguintransport@btinternet.com

Terms and conditions

These conditions explain the rights, obligations and responsibilities of all parties to this Agreement. The word 'you' or 'your' means the Customer; 'we', 'us' or 'our' means the Remover. These terms and conditions can be varied or amended subject to prior written agreement. Your attention is drawn to Clauses 8, 9, 10 and 11 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, does not include customs duties and inspectors or any other fees or taxes payable to government bodies. It does include us accepting liability for goods, subject to the provisions of Clauses 8, 9 and 10.

1.2 We reserve the right to change the price or make additional charges in any of the following circumstances if they have not been taken into account when preparing our quotation and confirmed by us in writing.

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

1.2.2 Our costs change because of currency fluctuations or changes in taxation or freight charges beyond our control.

1.2.3 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00 – 18.00 hours)

1.2.4 We have to collect or deliver goods at your request above the ground floor and first upper floor.

1.2.5 If you collect some or all of the goods from our warehouse, we are entitled to make a charge for handling 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 The stairs, lifts or doorways are inadequate for free movement of 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.

1.2.8 We have to pay parking or other fees or charges in order to carry out services on your behalf. This includes parking fines due to poor parking conditions. It is the customers responsibility to provide our vehicles with adequate parking. Any parking restrictions or complications should be consulted with your local Council prior to the move in order to avoid any fines.

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 8(A).

1.2.11 Any other unforeseen circumstances beyond our control.

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

1.4 If for reasons beyond our control are encountered such as not arriving to delivery addresses due to customer travel complications / delays from estate agents or lawyers, we reserve the right to charge £500 per working day if no storage has already been organised. The reason for this is: Extra days that have not already been booked by the customer can obviously cause complications to our other pending customers, and even cause loss of business.

2 Work not included in the quotation

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

2.1.1 Dismantle or assemble units or system furniture (flat pack), fitments or fittings.

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

2.1.3 Take up or lay fitted floor coverings.

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

2.1.5 Move or store any items excluded under Clause 4.

2.2 Our staff are not authorized or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services. If our staff agree to carry out such work without our agreement, we will not be liable for any loss or damage.

3 Your responsibility

3.1 It will be your sole responsibility to:

3.1.1 Declare to us, in writing, the value of the goods being removed and/or stored.

3.1.2 Obtain at your own expense all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.

3.1.3 Be present or represented during the collection and delivery of the removal.

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

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

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

3.1.7 Prepare adequately and stabilize all appliances or electrical equipment prior to their removal.

3.1.8 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.

3.1.9 Provide us with a contact address and mobile telephone for correspondence during removal transit and/or storage of goods. This is extremely important for trans-European moves.

3.2.0 In order to prevent fraudulent activities or injury, under no circumstance should a client load his or her personal belongings onto our vehicles.

3.2.1 If you fail to discharge these responsibilities, we will not be liable unless it is proved that any loss of damage was caused by negligence.

4. Goods not to be submitted for removal or storage

4.1 Unless previously agreed in writing by a director or other authorized 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 4.1.1 below may present risks to health and safety and fire. Items listed under 4.1.2 to 4.1.7 below carry other risks and you should make your own arrangements for their transport and storage.

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

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

4.1.3 General Scrap. Items such as bricks, concrete blocks, scrap wood and loose mechanical parts of any kind.

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

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

4.1.6 Any animals, birds or fish.

4.1.7 Goods which require special licence or government permission for export or import.

4.2 If we do agree to remove such goods, you agree that we will not be liable for loss or damage unless we are negligent, in which case all these conditions will apply.

4.3 If you submit such goods without our knowledge, we will not be liable for loss or damage under any circumstances. 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 agree to pay to us any charges, expenses, damages, legal costs or penalties incurred by us.

5. Ownership of the goods

5.1 By entering into this Agreement, you confirm that:-

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

5.1.2 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.

5.1.3 You will pay us for any claim for damages and/or costs brought against us if either 5.1.1. or 5.1.2 is not true.

6. Charges if you postpone or cancel the removal

6.1 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. *A customer can postpone a job no more than 2 times without losing the deposit.

6.1.1 More than 10 working days before the removal was due to start; No charge.

6.1.2 Between 5 and 10 working days inclusive before the removal was due to start: 30% of the removal charge.

6.1.3 Less than 5 working days before the removal was due to start: 50% of the removal charge

7. Payment

7.1 Unless otherwise agreed by us in writing:

7.1.1 Payment is required by cleared funds in advance of the removal or storage period. A 10% booking fee will be taken to reserve your team, and the remaining balance will be due the day before the move as guarantee of payment unless otherwise specified and acknowledged by both parties.

7.1.2 You may not withhold any part of the agreed price for any reason.

7.1.3 In respect of all sums which are overdue to us, we will charge interest calculated at 4% of the original job cost per week, starting from the original due date.

7.1.4 You authorise Falcon Removals LTD to use your Credit Card in order to obtain our fees, or any outstanding amounts abided by our Terms & Conditions.

8. Our liability for loss or damage

8.1 Declared Value Liability

8.1.1 If you provide us with a declaration of the value of your goods, you agree that our full liability for loss or damage is subject to clauses 8.1.2 and 9 below. The maximum amount which we will pay is £25,000. Please check with your home insurers as many provide insurance coverage for relocations.

8.1.2 In the event of loss of or damage to your goods, we will pay a sum equivalent to the cost of their repair or replacement up to the value of the item or item in like condition and similar age, and subject to our agreed overall limit liability.

8.2 Limited Liability

8.2.1 If you do not provide us with a declaration of value, or if you do not require us to accept Declared Value Liability, then you agree that our liability will be limited subject to Clauses 8.2.2 and 9 below.

8.2.2 In the event of our proved negligence resulting in loss of or damage to your goods, we will pay a sum equivalent to the cost of their repair or replacement up to a maximum of £40 for any one item. (Your attention is drawn to clause 9.1 which applies to Limited Liability)

8.3 For goods destined to or received from a place outside the UK

8.3.1 We will only accept Declared Value Liability if you provide us with a detailed valuation of your goods on the valuation form which we provide. All other provisions of Clause 8.1 will apply.

8.3.2 If the carrying vessel/conveyance should, for reasons beyond the carrier control, fail to deliver the goods or route them to a place other than the original destination, you have limited recourse against the carrier and 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. We will not accept liability for these costs in any circumstances.

8.3.3 We do not accept liability for goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless we have been negligent.

8.3.4 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 Soviet Bloc Countries. This lists is not exhaustive, and we will advise you at the time of quotation if this exclusion applies.

For shipments to or from excluded countries, we will only accept liability for loss of or damage to goods occurring whilst in our actual possession.

8.4 An item is defined as:

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

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

9 Exclusions of liability

9.1 In respect of Limited Liability (clause 8.2) we will not be liable for fire or explosion howsoever caused.

9.2 In respect of Declared Value Liability and Limited Liability, we will not be liable for any lost or damage or failure to produce the following goods:

9.2.1 Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents Electronically held Data records, Mobile telephones.

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

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

9.2.4 Furs exceeding £100 in value. Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds, Any animals birds or fish.

9.3 In respect of Declared Value Liability and Limited Liability, 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:

9.3.1 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 such events outside our reasonable control.

9.3.2 Loss or damage arising from ionising radiations or radioactive contamination.

9.3.3 Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack.

9.3.4 Indirect or consequential loss of any kind or description

9.3.5 By normal wear and tear, natural and gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.

9.3.6 By vermin, moth, insects and similar infestation, damp, mould, mildew or wet.

9.3.7 By cleaning, repairing or restoring unless we did the work.

9.3.8 By change to atmospheric or climatic conditions.

9.3.9 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.

9.3.10 Loss of or damage to china, glassware and fragile items unless they have been both professionally packed and unpacked by the Remover or his Subcontractor.

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

9.3.12 Pairs and Sets - It is not the intention to pay the actual value of individual items. It is nil the intention to pay for items which are not affected. If, therefore, a claim is made for an item which is part of a pair or set then we will only pay the actual value of that item in isolation. The payment will be made without reference to any particular value the item might have acquired simply because it is part of a pair or set.

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

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

9.3.15 For any goods which have a preexisting defect or are inherently defective.

9.4 No employee of ours shall be separately liable to you for any loss, damage or misdelivery, errors or omissions under the terms of this Agreement.

9.5 Our liability will cease upon handing over goods from our warehouse on upon completion of delivery (see Clause 10.2 below)

10 Time limit for claims

10.1 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.

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

10.3 Notwithstanding clauses 8 and 9 we will not be liable for any loss of or damage to the goods unless a claim is notified to us or our foreign correspondent in writing as soon as such loss or damage is discovered and in any event within two (2) days of delivery of the goods to UK and Europe.

10.4 The time limits referred to in clauses 10.1 10.2 and 10.3 above shall be essential to the contract.

10.5 Upon your written request we may, at our discretion, agree to extend your time for compliance with clause 10.3 PROVIDED your request is received within the time limits provided.

11 Damage to premises or property other than goods.

11.1 If we cause loss or damage to premises or property other than goods for removal as a result of our proved negligence, our liability shall be limited to make good the damaged area only and we shall not be liable for the cost of matching or repairing any undamaged areas

11.2 If we cause damage as a result 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.

11.3 If we were 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 reasonable time. This is fundamental to this agreement.

12 Delays in Transit

12.1 Other than by reason of our proved negligence, we will not be liable for delays transit. We do not guarantee a delivery date but endeavour to deliver the goods on time. This is due to reasons that may occur beyond our control i.e Delays/Cancellations of Ferries / Blockades / and regional road restrictions.

12.2 If through no fault of ours we are unable to deliver your goods, we will take them in store. Our obligations to deliver under this Agreement, will then be fulfilled and a additional service(s), including storage and delivery, will be at your expense and subject to these terms and conditions.

13 Our right to Hold the Goods (lien)

We shall have a right to withhold some or all of the goods until you have paid all of the charges and any other payments due under this or any other Agreement. These include all 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 the terms and conditions shall continue to apply.

14 Our right to sell or dispose of the goods

If payment of any of our charges relating to your goods is in arrears, and on giving you three (3) months notice, we are entitled to require you to remove your goods from our custody and pay all money due to us. If you fail to pay all outstanding amounts due to us we might sale or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance from you.

15 Our right to sub-contract the work

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

15.2 If we sub-contract then subject to condition 8.3.2 above, 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 in writing in our Quotation, other space/volume/capacity on our vehicles and/or the container may be utilized for consignments of other customers.

17 Advice and Information

Advice and information in whatever form it may be given is provided by the company for the customer only. Any oral advice and information given without special arrangement provided in good faith and without contractual liability unless we are negligent.

18 Your forwarding address

18.1 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 (7) days after sending it to your last address recorded by us.

1.8.2 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 your goods were removed. Such notices will be considered to have been received by you seven (7) days after the publication date of the newspaper.

1.8.3 If we are unable to contact you, we will charge you any costs incurred in establish your whereabouts.

19 List of goods (inventory) or receipt

Where we produce a list of your goods (inventory) or a receipt and send it to you, you will have agreed that is accurate.

20 Revision of storage charges

We will review our storage charges periodically. You will be given two (2) months notification in writing of any increases.

21 Termination

If payments are up to date, we will not end this contract except by giving you three months notice in writing. If you wish to terminate your storage contract you must give us at least ten (10) working days notice (working days are defined in Clause 6 above). If we can release the goods earlier, we will do so, provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

22 Applicable Law

This contract is subject to UK Law