



SECURITY DECLARATION / PACKING LIST BY SENDER OF UNACCOMPANIED BAGGAGE

Please complete the following form in BLOCK LETTERS

White Copy - Agent / Blue Copy - Customer / Pink Copy - File

REF NO:		DESTINATION:	
SENDER'S NAME:		CONSIGNEE NAME:	
SENDER'S ADDRESS:		CONSIGNEE ADDRESS:	
		TEL NO: HOME	
TEL NO: HOME		WORK	
WORK		EMAIL	
EMAIL		Please provide valid email address so that we can contact you with despatch details	
SERVICE: AIRFREIGHT <input type="checkbox"/> SEAFREIGHT <input type="checkbox"/> (Please Tick)		DATE OF ARRIVAL AT DESTINATION / /	
ITEM		LIST OF CONTENTS	
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
<small>Items Key Carton = CTN, Tea Carton = T/CTN, Trunk = TRK, Bike Carton = B/CTN, Guitar = GTR Tool Box = TB, Suitcase = SC, Package = PKG, Back Pack = BP, Surfboard = SB</small>		Total No. Of Pieces (Boxes)	

IMPORTANT: Please read carefully.

All business undertaken subject to the Terms and Conditions of Excess International Movers Ltd. (Please see reverse.)

Cheques require clearance before goods can be forwarded.

Consignments booked to arrival destination port/airport EXCLUDE ALL destination charges, which may include Duty, Customs Clearance/Inspection, Terminal Fees, Airline Charges, Agency Fees, Local Delivery, Wharfage Charges, and Quarantine or Agricultural fees (where applicable). Residence shipments exclude (where applicable) Duty, Customs inspection fee, Quarantine or Agriculture fees.

*I have read and fully understood that I will be liable for the above mentioned charges as applicable. (Please Initial)

Destination contact details must be provided at the time of booking, whilst we may except any booking without a destination phone number, all claims and/or complaints for delay or storage charges incurred will not be entertained. Mobile phone numbers are not classed as an acceptable form of destination phone number.

If you have selected an air service your goods will be held in the UK and despatched as close to your date of arrival as possible.

Standard Liability has been offered to me and it has been my decision to accept or decline . **(Please Tick)**

Please note that a valuation form needs to be completed and payment made to take out standard liability cover. We are also unable to offer Standard Liability Cover on TV's unless they have been crated or professionally packed by us. If you have declined Standard Liability protection for your shipment, our liability in case of loss or damage is limited as per our Terms and Conditions.

We reserve the right to dispose of goods if storage or invoice charges have not been settled within 3 months.

IMPORTANT: Please read carefully (Delete where appropriate)

- a) All goods were personally packed by me and have been in my constant possession since packing.
- b) No goods have been added to the consignment by any other person, nor are any goods being carried on behalf of any other person.
- c) I have declared all ELECTRICAL ITEMS on the packing list.
- d) My consignment contains personal effects only and NO goods hazardous nature, nor any explosives, corrosives, or firearms of any description.
- e) I have read and understood the Conditions of Carriage and the list of hazardous goods displayed on the premises.
- f) I *have/have not witnessed the security screening and sealing of my baggage.
- g) I am aware that any false statement may render me liable to prosecution under the terms of the Aviation and Maritime Security Act 1990.
- h) I hereby declare that the above information is true and correct.

I/We confirm that we have read and agreed to the Terms and Conditions with regards to the shipment of my/our effects.

Signature: **Date:**

DANGEROUS GOODS NOT PERMITTED

In accordance with International Law (IATA Dangerous Goods Regulations) the goods listed below are classified as 'Dangerous' and not allowed for shipment by Air. Many items which appear harmless in everyday use can pose dangers on aircraft and are consequently forbidden for transport by Air Navigation (Dangerous Goods) Regulations 2010.

In the UK the CAA (Civil Aviation Authority) is the governing body responsible for compliance of these rules. Failure to follow requirements may endanger the aircraft, its occupants and result in the prosecution of the person responsible under the Air Navigation (Dangerous Goods) Regulations.

The following goods are classified as **DANGEROUS** and not permitted

Goods travelling by 'Cargo' (this shipment) are subject to different restriction to those travelling as carry on luggage, as checked baggage (at the airport) or carried on your person at the flight. All items that travel by air are X-Rayed screened to check for compliance. If you have contravened these regulations and such items are found in your shipment, your shipment will be halted and you will be charged a fee by the airline handling agent or consolidator and the shipment will continue to be delayed until such charges have been paid in full. You will also incur a **£60 administration penalty**.

FAILURE TO COMPLETE THIS FORM PROPERLY WILL LEAD TO REJECTION OF YOUR SHIPMENT

Aerosols Not Permitted - All aerosols, deoderants, sprays and compressed gas canisters are forbidden



CHECKLIST: Are any of the following in your shipment?

1. Aerosols? No Yes
2. Air Fresheners? No Yes
3. Body Sprays? No Yes
4. Any other compressed gas cylinders? No Yes
5. Cigarette lighters? No Yes
6. Gas cylinders for camping stoves or any other gases? No Yes

Initialed

Flammable Goods Not Permitted - All flammable liquids, including perfume and aftershaves



CHECKLIST: Are any of the following in your shipment?

1. Perfumes? No Yes
2. Aftershaves? No Yes
3. Household cleaning products? No Yes
4. Gels, including shaving gels? No Yes
5. Other flammable liquids? No Yes

Initialed

Toner Cartridges or Ink



CHECKLIST: Are any of the following in your shipment?

1. Ink or toner cartridges? No Yes

Initialed

**PLEASE ENSURE YOU COMPLETE AND INITIAL EACH SECTION OF THIS FORM
FAILURE TO DO SO WILL LEAD TO REJECTION OF YOUR SHIPMENT**

Other Dangerous Goods Not Permitted



Explosives e.g.:
Ammunition, Christmas crackers
snaps, Fireworks, Fuses etc



**All oxidizing substances &
Organic Peroxides e.g.:**
Bleach etc



Toxic & Infectious substances e.g.:
Pesticides, Insecticides, Mercury,
Poisons etc



Radioactive Materials



Corrosive substances e.g.:
All battery types, Corrosive
cleaning fluids, Acids and
Alkali's, Thermometers
(mercury) etc



Miscellaneous Dangerous goods e.g.:
Asbestos, Magnetized materials, Dry Ice,
Self inflating life jackets

RESTRICTED GOODS

* Restricted items cannot be transported as personal effects to most countries by road, air or sea. The customer is advised to check with Customs in the country of destination whether such goods are permitted.

Animal Products



Animal Skins (non-domesticated),
Furs, Ivory & Live Animals

Perishable Goods, Plants & Seeds, Pills & Vitamins



Foodstuffs, Medicines

Money, Items of Exceptional Value



Money, Negotiable Items, Pre-paid
Cards, Jewellery & Watches, Works of
Art, Antiques, Precious Stones

Liquids Including



Alcoholic Beverages are not
permitted to the USA & restricted to
many other countries.

Tobacco & Tobacco Products



Where charges are incurred for the removal of Non-Permitted or Restricted goods by an airline, handling agent, consolidator etc, these charges will be passed on to you together with a £60 administration fee, and the shipment will be delayed until such charges are paid.

The customer hereby declares that their consignment contains none of the goods as described on this page and overleaf. Where such non permitted or restricted items are found, Excess Baggage Company reserves the right to remove these items and dispose of them without reference to the customer.

In such circumstances the customer will not be due for any compensation, nor will Excess Baggage Company be under any obligation to return or forward such items or give any notice that such items have been removed.

Signature: Date:

**PLEASE ENSURE YOU HAVE COMPLETED AND SIGNED THIS FORM
FAILURE TO DO SO WILL LEAD TO REJECTION OF YOUR SHIPMENT**



Bringing your personal belongings to the United Kingdom from outside the European Community

This form is for you to declare your belongings to Customs and to claim any duty and tax free reliefs that may apply when you return to or transfer your normal home to the EC, or when you are a student coming to study in the EC. The reliefs are explained in Customs Notice 3 - 'Bringing your belongings and private motor vehicle into the United Kingdom from outside the European Community'. If you are a temporary visitor, see section 4 of Notice 3.

If you want a copy of this notice or more information, ask our National Advice Service (Tel: 0845 010 9000 or +44 208 929 0152 for international callers).

Please note that you will also need to complete the following forms if you are bringing in:

- private motor vehicles: Form C 104A (if imported on transfer of residence) or C 179B (if previously exported from the EC);
- pets: Form C 5 (if permanently imported); or
- furnishings for a secondary home in the EC: Form C 33.

Please complete these details:

Please use BLOCK LETTERS

Personal details	Surname	Forename(s)	Date of your arrival in the UK		
			day	month	year

Packing details	* Packages include cases, cartons, tea chests and the like.	Total number of packages containing your belongings.
	* You must attach a complete detailed packing list to this form; and number and sign each page of the list.	

Please answer questions on page 2 and complete Parts A and B on pages 3 and 4. ➔

Request to clear When your belongings arrive in the UK you, or your agent, should complete this part.	Ship's name or aircraft flight number		Bill of lading or airway bill number	
	Place of loading abroad		Container number(s)	
	Place of import	Date of import	Place for examination	
	I request clearance of the goods mentioned above.			
	Signature (importer or agent) Date			

For official use

Duty and tax relief

If you are:

- * returning to or transferring your **normal home** to the **EC**, or a student coming to study in the **EC**, please complete '1' or '2' below as appropriate
- * coming to the **EC** as a **temporary visitor**, please see section 4 of Notice 3

Please tick correct box and answer all questions unless directed otherwise.

1. Returning to, or transferring your **normal home** to, the **EC**.

At the time of coming to the **UK**:

- a. Have you had your **normal home** outside the **EC** for a continuous period of 12 months? No go to b
Yes * in which country?

* how long have you lived there?

* what is the date of moving?

* how many persons are moving?

* how many are under age 17?

- b. Are you returning to the **EC** after a temporary visit outside? No go to c
Yes how long was your visit?

* list in Part B all goods purchased or obtained during the visit, including any obtained in a duty free shop on the way out from the EC and brought back, and go to Part A
- c. Are you moving your **normal home** to the **EC** on marriage? No go to d
Yes please give date of marriage and go to Part A

 (if your marriage has already taken place, please attach a copy of the marriage certificate)
- d. If you are moving your **normal home** from outside the **EC**, do your **belongings** include any goods which you have possessed and used for less than 6 months? No go to e
Yes list these goods in Part B and go to e
- e. Do your **belongings** include any goods obtained under a tax-free scheme and on which duty and/or tax remain unpaid? No go to Part A
Yes list these goods in Part B and answer the following: when you took delivery of the goods, were you:
- i) a **diplomat**? No Yes
 ii) a member of an officially recognised international organisation? No Yes
 iii) a member of NATO forces or civilian component? No Yes
 and are you able to provide evidence of this? No Yes

Now go to Part A

2. Coming to study in the **EC**

- a. are you coming to the **EC** for full time study at an educational establishment? Yes
No
- b. are your **belongings** for you to wear, furnish your room or use for the purpose of your studies? Yes
No list any goods not for these purposes in Part B

Now go to Part A

Meaning of words in italics

Relief is freedom from paying duty and tax when you meet the relevant conditions explained in Customs Notice 3.

Your **normal home** is where you usually live - that means where you spend 185 days or more in a period of 12 months because of your work and personal connections. But if you have no work connections or your work and personal connections are in different countries, then you usually live where your personal connections are. (However if you are a UK citizen and you are working outside the EC, your normal home can be where you are working so long as you have lived there for 185 days or more in a period of 12 months). As an example, if you are a UK citizen returning with your family after working in the USA for 5 years, your normal home is the USA.

The **UK** is England, Scotland, Wales, Northern Ireland (but not the Channel Islands).

The **EC** is the European Community: Austria, Belgium, Cyprus*, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, the Irish Republic, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, the UK. Although they have close links with the EC, the following are regarded as outside the EC for tax purposes: the Åland Islands, Andorra, the Canary Islands, the Channel Islands, French Guiana, Guadeloupe, Martinique, Mount Athos, Reunion, San Marino and Turkey.

*Any area of Cyprus not under the control of the Government of the Republic of Cyprus is treated as outside the EC.

Your **belongings** are the goods kept by you or your immediate family for household or personal use. Private motor vehicles are not covered by this form.

A **diplomat** includes anyone who works in UK or foreign Embassies, Consuls or High Commissions, or in association with these. Also Foreign and Commonwealth Office staff, or staff working in their support.

A **temporary visitor** is a person who usually lives outside the EC who has no intention of moving their normal home to the EC.

Part A You must list the following goods below, even if they are already specified on a packing list:

Type of goods	Description of goods	Quantity eg Number of bottles	Country where obtained and if duty/tax free	Price paid	Present or value	How long have you had these?	Marks or description of packages in which packed
Tobacco products Cigarettes, cigarillos, cigars, other tobacco	If none, write "NONE".						
Spirits (including liqueurs) Put - brand name - strength - bottle size - quantity remaining	If none, write "NONE".						
Wine Put - type - bottle size - quantity remaining	If none, write "NONE".						
Perfume/ Toilet Water Put - type - bottle size - quantity remaining	If none, write "NONE".						
Tools of trade	If none, write "NONE".						
Goods for commercial use (including goods intended for sale in the UK)	If none, write "NONE".						
Prohibited and restricted goods See the list below before completing.	If none, write "NONE".						

If you have used all the space, add continuation sheet(s). Please number and sign each sheet.

Prohibited and restricted goods include:

- Controlled drugs such as opium, heroin, cocaine, MDMA (Ecstasy), morphine, cannabis, amphetamines and lysergide (LSD).
- Firearms (including gas pistols, electric shock batons, stun guns and similar weapons), ammunition and explosives (including flares incorporating a barrel).
- Indecent or obscene material featuring children.
- Pornographic material that cannot be freely purchased in the UK.
- Flick knives, butterfly knives and certain other offensive weapons and some martial arts weapons.
- Counterfeit currency.
- Radio transmitters (*walkie-talkies, Citizen Band Radios, cordless telephones etc.*) not approved for use in the UK.
- Meat and poultry; many other animal products.
- Plants and plant produce including trees and shrubs, potatoes and certain other vegetables, fruit, bulbs and seeds.
- Animals, birds and fish, whether alive or dead (*eg stuffed*), parts and articles derived from protected species including furskins, ivory, reptile leather, stony corals and goods made from them.

Part B Other goods which may be liable to import charges and not already listed in Part A.

Description of goods If you have no goods to list, please write 'NONE'	Quantity	Country where obtained and if duty/tax free	Date obtained	Price paid	Present or value	Period of use	Marks or description of packages in which packed

If you have used all the space, add continuation sheet(s). Please number and sign each sheet.

Warning Imports are examined by Customs and there are heavy penalties for making false declarations including possible forfeiture of goods.

Declaration I declare that:

- * I have read the notes on this form.
- * All the answers given on this form, the packing list and on the continuation sheet(s) numbered are true and complete.
- * I am personally aware of what is contained in the packages totalled on the first page, and as specified on the attached packing list.

This must be signed by the importer of the goods and NOT by an agent.

Signature Date

Address in the UK

.....

Telephone number

What to do next When you have completed this form, send it with any continuation sheet(s), packing list, relevant invoices and the keys for any locked packages to the **agent, airline or shipping company** that is clearing your belongings through UK Customs. Faxed copies will be acceptable for Customs purposes if it is difficult to get the originals to your agent.

Data Protection Act 1998

HM Customs and Excise collects information in order to administer the taxes for which it is responsible (such as VAT, insurance premium tax, excise duties, air passenger duty, landfill tax, climate change levy), and for detecting and preventing crime.

Where the law permits we may also get information about you from third parties, or give information to them, for example in order to check its accuracy, prevent or detect crime or protect public funds in other ways. These third parties may include the police, other government departments and agencies.

STANDARD LIABILITY PROTECTION

VALUATION FORM FOR OWNER PACKED EFFECTS

Standard Liability protection costs 5% of the declared value. We are insured with Lloyd's underwriters Hardy to support our Standard Liability.

Name:	Destination Address:
Shipment Ref. No.	
Shipping from:	Tel: Email:

Please declare the quantity of items and values alongside each category indicated. Values declared should represent full destination replacement value, which can be considerably higher than at origin. If the property is undervalued you will only be entitled to recover the proportion of the loss that the value bears to the total value of the property, as detailed in clause 3.1.1 of our Terms and Conditions on the reverse of this form.

The following categories are specifically excluded: Bonds, Securities, Stamps, Manuscripts, Documents, Electronic Data, Plants, Perishables, Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds, Animals, Birds or Fish. See full Terms and Conditions on reverse of form.

You must list separately all items exceeding £250 per item or set. Items not declared in this section will be deemed to have a value not greater than £250.

I would like to cover my goods in transit for the following sum: (cost of cover 5% of the declared value) Please tick.

<input type="checkbox"/>	£ _____								
£8000	£7000	£6000	£5000	£4000	£3000	£2000	£1000	Other amount	

Please indicate below the breakdown of the total value declared. Individual items or sets over £250 value must be declared.

CATEGORIES <i>(including items opposite)</i>	QTY	VALUE £	ANY ITEM OR SET OVER £250 VALUE	QTY	VALUE £
Clothing		£			£
Footwear		£			£
Books / Games / Toys		£			£
TV / VCR		£			£
DVD / Stereo Equipment		£			£
CDs / DVDs / Vinyl Records / Tapes		£			£
Computer Equipment / Games Consoles		£			£
Cameras / Photographic Equipment		£			£
Ornaments / Pictures / Souvenirs		£			£
Carpets / Rugs		£			£
Sports / Camping Equipment		£			£
Bicycles & Bicycle Equipment		£			£
Surfboards / Skis / Snowboards		£			£
Bedding / Linen / Towels / Blankets		£			£
Musical Instruments		£			£
Tools / Workshop Equipment		£			£
Kitchen Utensils / Appliances		£			£
Garden Ornaments / Pots / Plant Holders		£			£
Works of Art / Antiques		£			£
Furniture		£			£
Other		£			£
Items over £250 listed on right, but <u>not</u> already included in the valuations above		£			£
Shipping Costs		£			£
Total Value protected by Standard Liability		£			
			Items listed in this column which are not already included in the valuation categories on the left, must be added to the Total Value below.		
			<p>Claims Procedure: In the event of a claim, please notify your mover, mentioning your reference number and as many details as possible concerning your claim, including photographs of any damaged items and copies of any correspondence with carriers, port authorities, airport authorities and/or final delivery agents. Claim documentation will be forwarded to you immediately. In the meantime you should attempt to obtain estimates where viable for repairs or replacement. In the event of short delivery of any packages or damage to the packages seen on arrival you should notify in writing the final delivery agents. Under no circumstance, except under written protest, should you give a clean receipt where goods are in doubtful condition. We, or our insurers will be at liberty to appoint a local representative if it is seen fit to do so. Claims will be handled by PoundGates & Company Ltd, St Vincent House 1 Cutler Street, Ipswich, Suffolk IP1 1UQ, Tel: +44(0)1473 216406, Fax: +44(0)1473 231591, email: info@poundgates.com</p>		

I confirm that I wish to take Standard Liability protection at a cost of 5% of the Total Value declared. I confirm that this Valuation Form shall form the basis of the Mover accepting Standard Liability in accordance with their Terms and Conditions on the reverse of the form, which I have read and understood. I understand that any item not declared on this form will be excluded from Standard Liability, and that the mover's liability for such items will be limited in accordance with Clause 9.2 of the Terms and Conditions. I understand that in the event of a claim, the mover reserves the right to deduct a £50.00 claim-handling administration fee. Note: For owner packed effects listed on this form, clauses 11.3.8 & 11.3.9 do not apply (i.e. protection is included against damage to owner packed goods).

Signature: **Date:**

PLEASE NOW DETACH THE YELLOW AND BLUE COPIES AND RETURN THESE TO YOUR MOVER. RETAIN WHITE COPY AS YOUR RECEIPT.

Terms & Conditions

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 the Remover. These terms and conditions can be varied or amended subject to prior written agreement. Your attention is drawn to Clauses 4, 9, 10, 11 and 12 which set out our liability to you for loss of or damage to goods and property. (A COPY OF THESE TERMS AND CONDITIONS IN LARGER PRINT IS AVAILABLE ON REQUEST).

1 Our Quotation

- 1.1 Our quotation, unless otherwise stated, does 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 quote the price or make additional charges if circumstances are found to apply which have not been taken into account when preparing our quotation and 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 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 (08.00-18.00hrs) at your request.
- 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 handing them over.
- 1.2.6 We supply any additional services, including moving or storing extra goods (these conditions apply to such work) or where you request additional periods of storage or Standard Liability protection.
- 1.2.7 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.
- 1.2.8 We have to pay parking or other fees or charges in order 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.

1.3 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 Dismantle or assemble unit or system furniture (flat-pack), fittings 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 5.
- 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.

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. If it is subsequently established that the value of the goods 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 it's or their actual value.
- 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 authorized 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 away 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 electronic 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 for correspondence during removal transit and/or storage of goods.
- 3.2 Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

4 Our responsibility

- 4.1 It is our responsibility to deliver your goods 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 In the event that we have undertaken to pack the goods, 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 as a result of negligence or breach of contract on our part.
- 4.5 If you do not provide us with a declaration of value of your goods on the form we provide, 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.
- 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 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 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 licence or government permission for export or import.
- 5.2 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.
- 5.3 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 into 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 10 working days before the removal was due to start: No charge.
- 7.1.2 Between 5 and 10 working days inclusive before the removal was due to start: not more than 30% of the removal charge.
- 7.1.3 Less than 5 working days before the removal was due to start: not more than 60% of the removal charge.

8. Payment

- 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 on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.

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

- 9.1 Standard Liability.
- 9.1.1 If you provide us with a declaration of the value of your goods on the valuation form we provide, and make payment of the additional charge for us to accept Standard Liability, subject to clause 3.1.1, the amount of our liability to you in the event of loss or damage to those goods in breach of clause 4 will be determined in accordance with Clauses 9.1.2, 9.1.3 and 11 below.
- 9.1.2 In the event of loss of or damage to your goods in breach of clause 4, 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, taking into account the age, condition and value you declared of the goods immediately prior to their loss or 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.
- 9.2 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 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, taking into account their age and condition immediately prior to their loss or damage, subject to a maximum liability of £40 per item. Your attention is drawn to clause 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, or removed 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.

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.
- 9.4 An item is defined as:-
- 9.4.1 The entire contents of a box, parcel, package, carton, or similar container; and
- 9.4.2 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 as a result 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 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.
- 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 as a result of fire or explosion whatsoever that fire or explosion was caused, 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 unless we have been negligent or in breach of contract.
- 11.2 In respect of Standard Liability and Limited Liability, other than as a result 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:-
- 11.2.1 Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones
- 11.2.2 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
- 11.2.3 Perishable items and/or those requiring a controlled environment.
- 11.2.4 Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds.
- 11.2.5 Any animals, birds or fish.
- 11.3 In respect of Standard Liability and Limited Liability, other than as a result 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:-
- 11.3.1 Loss or damage arising from ionising radiations or radioactive contamination
- 11.3.2 Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack
- 11.3.3 Indirect or consequential loss of any kind or description
- 11.3.4 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.
- 11.3.5 By vermin, moth, insects and similar infestation, damp, mould, mildew or rust
- 11.3.6 By cleaning, repairing or restoring unless we arranged for the work to be carried out.
- 11.3.7 By change to atmospheric or climatic conditions.
- 11.3.8 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.
- 11.3.9 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 £40 or its actual value whichever is less.
- 11.3.10 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
- 11.3.11 Loss or damage of motor vehicles caused by scratching, denting and marring unless you obtain from us a pre-collection condition report.
- 11.3.12 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
- 11.3.13 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 control from our own or our agent's warehouse (e.g. if you contract for storage) or upon completion of delivery to residence. (Also see clause 12.2 below). Standard Liability Protection may be extended to cover additional periods in storage with us at origin or with our nominated destination agent, upon written instruction and against payment of an additional fee.
- 11.6 In respect of Standard Liability, other than as a result 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 War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup unless your goods are on an overseas vessel or aircraft

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 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 thirty (30) days of delivery of the goods by us.
- 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.
- 12.5 Any dispute concerning the handling of claims should in the first instance be referred to Removal Claims Service, Swan House, 24 Bridge Street, Leatherhead, Surrey, KT22 8BX Tel: 01372 385970; Fax: 01372 385971; email: info@removalclaims.co.uk

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 of the goods until you have paid all our charges and any other payments due under this or any other Agreement. (See also Clause 23). 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 Disputes

If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it to the Conciliation Service provided by the British Association of Removers (BAR). If the dispute cannot be settled by this method, it may be referred by either party to the BAR Arbitration Service. Under this scheme, the case will be independently determined by an arbitrator appointed by the Chartered Institute of Arbitrators. Recourse to arbitration is subject to certain limits, current details of which are available upon request from BAR, Tel: 020 8861 7769, Fax: 020 8861 3332, Email: info@bar.co.uk. This does not prejudice your right to commence court proceedings.

16 Our right to sub-contract the work

- 16.1 We reserve the right to sub-contract some or all of the work.
- 16.2 If we sub-contract, then these conditions will still apply.

17 Route and method

- 17.1 We have the right to choose the method and route by which to carry out the work.
- 17.2 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 utilized for consignments of other customers.

18 Advice and information for International Removals

We will use our reasonable endeavours 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.

19 Applicable law

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

20 Your forwarding address

- 20.1 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.
- 20.2 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.

21 List of goods (inventory) or receipt

Where you 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.

22 Revision of storage charges

We review our storage charges periodically. You will be given 3 months notice in writing of any increases.

23 Our right to Sell or dispose of the Goods

If payment of our charges relating to your goods is in arrears, and on giving you three 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 may sell 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.

24 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 10 working days' notice (working days are defined in Clause 7 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.

Liability Terms For British Association of Removers Members Marine Moves.