



Wood's Removals & Storage Teesside
p: 01429 597687
a: Unit 3, Usworth Road, Hartlepool, TS25 1PD
w: www.woodsmoving.co.uk
e: info@woodsmoving.co.uk

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. In clauses 4, 9, 10, 11 and 12 We set out Our liability to You for loss and damage to Your goods and premises. Please read these clauses carefully. Extra note: Please be advised that it is part of these terms and conditions that if upon loading Your goods We find that We are unable to deliver them on the appointed day due to circumstances beyond Our control. e.g. You are unable to complete the move into Your new home due to the transfer of funds not going through or for other contractual reasons or due to exceptional weather conditions which mean that We are not safely able to reach Your new address, snow or flooding etc, there will be an excess charge for re-delivery of Your goods at a later date as well as possible storage charges if the goods are held by Us until such re-delivery; nor will We be responsible for any costs incurred by yourselves as a result of such circumstances.

Driveways: If You are in any way concerned that Your driveway is unable to take the weight of Our vehicles please advise Us accordingly, particularly about drain covers under gravel driveways. When You give permission for Us to drive onto Your driveway, it is on the understanding that this is at Your own risk. Failure to advise or notify Us of any potential weaknesses will absolve Us from any claims for compensation resulting from damage to said driveway.

1. Our Quotation

1.1 Our quotation, unless otherwise stated, does not include customs duties port charges including (but not limited to) demurrage and inspections or any fees or taxes payable to government bodies or agencies. For the price quoted We agree to accept liability for loss or damage to Your goods and premises subject to clauses 2.2, 3.2, 5.2, 5.3 and the provisions of clauses 4, 9, 10, 11 and 12.

1.2 Our quotation is valid for twenty-eight days from the date of issue. Unless already included in Our quotation, additional charges will apply in the following circumstances: 1.2.1 If the work does not commence within twenty-eight days of acceptance;

1.2.2 Where We have given You a price including redelivery from store within Our quotation and the redelivery from store has not taken place within six months from the date of the issue of the quotation;

1.2.3 Our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges beyond Our control;

1.2.4 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00- 17.00hrs) at Your request;

1.2.5 We have to collect or deliver goods at Your request above the ground floor and first upper floor;

1.2.6 If You or Your agents request collection or access to Your goods whilst they are in store;

1.2.7 We supply any additional services, including moving or storing extra goods (these conditions apply to such work);

1.2.8 The entrance or exit to the premises, 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, if we have not been notified your moving into a flat when working out your



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quotation above ground floor you will incur an additional minimum charge at £25.00 per floor (example 1st floor £25.00, 2nd floor £50.00, 3rd floor £75.00) this may increase due to access ect.

1.2.9 We have to pay parking fees/fines or other fees or charges in order to carry out services on Your behalf;

1.2.10 There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the agreed work;

1.2.11 We agree in writing to increase Our limit of liability set out in clause 9.1.1 prior to the work commencing.

1.3 You agree to pay any reasonable charges arising from the above circumstances.

2. Work not included in the quotation

2.1 Unless agreed by Us in writing, We will not:

2.1.1 Dismantle or assemble furniture of any kind;

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;

2.1.6 Dismantle or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move paving slabs, planters and the like.

2.2 Our staff are not authorised 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

3.1.1 Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks as Our liability is limited under all of clauses 9.

3.1 You agree to: 3.1.1 Advise Us in writing of the value of the goods being removed and/ or stored prior to the work commencing – if it is established that the value of the goods removed or stored exceeds the value You have stated Our liability under clause 9.1 will be reduced to reflect the proportion that Your declared value bears to their actual value;

3.1.2 Obtain at Your own expense, parking fines, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed;

3.1.3 Pay for any parking or meter suspension charges incurred by Us in carrying out the work;

3.1.4 Be present or represented throughout the collection and delivery of the removal;

3.1.5 Ensure that inventories, receipts, waybills, job sheets or other relevant documents are signed by You or Your authorised representative as confirmation of collection or delivery of goods;

3.1.6 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error and sign paperwork at loading and unloading addresses. If you are not present we are not liable for any items left behind.

3.1.7 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;

3.1.8 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal;

3.1.9 Empty, properly defrost and clean refrigerators and deep freezers as We are not responsible for the contents;

3.1.10 Ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes and petrol lawn mowers are clean and dry and have no residual fluid left in them;

3.1.11 Provide Us with a correct and up-to-date contact address and telephone number during removal transit and/or storage of goods.

3.1.12 All items packed by you are ready for transportation and everything that can fit into a box will be boxed and ready to move.



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3.1.13 All boxes packed by you the customers will need to be sealed and ready for transportation (any items what will fit in a box to be but into a box prior the removal team arriving)

3.1.14 Televisions will need to be in there original boxes for transportation unless agreed prior via email that we will professionally pack and wrap prior transportation – failing this we will be not liable for any damage

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 and/or storage.

4.3 If We fail to discharge the responsibilities identified in clauses 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, 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.

4.7 Unless otherwise agreed in writing in advance We will not be responsible for any parking fines incurred by Us in carrying out the work.

5. Goods not to be submitted for removal or storage

5.1 Unless previously agreed in writing by a director or other authorised 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 5.1.7 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 Goods likely to encourage vermin or other pests or to cause infestation or contamination;

5.1.4 Goods, which in Our opinion are hazardous to health, dirty or unhygienic or likely to attract vermin or pests – We may refuse such goods without liability to You;

5.1.5 Perishable items and/or those requiring a controlled environment;

5.1.6 Any animals, birds, fish, reptiles or plants;

5.1.7 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 may apply for an appropriate court order to dispose of any such goods found in the consignment. You will pay to Us any charges,



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expenses, damages, legal costs or penalties incurred by Us disposing of the goods.

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 the goods are Your property free of any legal charge; or

6.1.2 You have the full authority of the owner or anyone having a legal interest in the goods 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;

6.1.3 If at any time following the implementation of this Agreement to its termination another person has or obtains an interest in the goods You must advise Us of their name and address in writing immediately;

6.1.4 You will provide a full indemnity and pay Us in respect of any claim for damages and/or costs brought against Us if either statement made in 6.1.1 or 6.1.2 is untrue.

6.1.5 If You wish to transfer responsibility of this Agreement to a third party You must 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.

7. Charges if You postpone or cancel the removal

7.1 If You postpone or cancel this Agreement, We reserve the right to charge You a postponement or cancellation fee according to how much notice is given as set out below at 7.1.1 – 7.1.4. 7.1.1 Postponement/Movement of job – With 7 days' notice from removal date you will keep your deposit and move it onto your new date. With 4-6 days' notice you will lose 25% of your deposit only. With 2-4 days' notice you will lose 50% of your deposit only. With 48 hours' notice or less you will lose 100% of your deposit only. If you do not proceed with the removal your deposit is non-refundable.

8. Payment

8.1 Unless otherwise agreed by Us in writing, payment is required in full on the removal or storage period. In default of such payment, We reserve the right to refuse to commence removal or storage until such payment is received.

8.11 Outstanding payments can be paid via card/transfer 3 days before removal or either cash on the day, if agreed cash on the day and this doesn't happen there will be a £20.00 administration fee added to final balance.

8.2 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 advise Us of the value of Your goods, prior to the work commencing and 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 by clauses 9.1.2, 9.1.3 and 11, up to a maximum liability of £30 in the event of the total loss of the goods.

9.1.2 In the event of loss of or damage to Your goods in breach of clause 4, Our liability to You shall not exceed a sum equivalent to the cost of their repair or replacement whichever is the smaller sum, taking into account the age and condition of the goods immediately prior to their loss or damage, up to the maximum liability of £30 referred to in clause 9.1.1 (unless We have agreed a higher amount with You prior the removal with a valuation of goods);

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. 9.1.2. Premium insurance can be purchased prior your removal to insure your items at an agreed price prior the removal has taken place, this will be done by a valuation of goods sent into us for your HVI (high valued items) these re



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for what you want to exceed the standard £30.00 per item insurance. The cost of this is £96.45 and there will be a £250.00 excess charge for you to process any claim.

9.2 Limited Liability:

9.2.1 If You have not provided Us with a written valuation prior to the work commencing, or You do not require Us to apply the Standard Liability in clause 9.1, then Our liability to You will 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 Our negligence or breach of contract, Our liability to You shall not exceed £30.

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 valuation of Your goods on the 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, removed or damaged 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; 9.3.4 Subject to clauses 9.1 and 9.2 above We will accept liability for loss or damage only in the following circumstances: (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.

9.4 For the purposes of this Agreement 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.

9.4.3 We will not be liable for and scuffs scrapes or other removal marks for items not packed by us prior the removal starting.

9.4.4 We will not be liable for any boxes not professionally packed by us prior your removal or any electrical items not tested prior your removal.

10. Damage to premises or property other than goods

10.1 Because third party contractors or others are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage. Therefore Our liability 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 moving 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 after the damage occurs or is discovered, or in any event 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 howsoever that fire or explosion was caused, unless We have been negligent or in breach of contract.

11.2 Unless We are negligent or in breach of contract (in which case Our liability will be limited under either Standard or Limited Liability as set out in clause 9) We will not be liable for any loss of,



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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 moth, 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 We shall not be liable for delays or failures to provide the services under this Agreement as a result of 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;

11.3.2 Loss or damage arising from ionising radiations or radioactive contamination;

11.3.3 Loss or damage arising from chemical, biological, bio-chemical, electromagnetic weapons and cyber attack;

11.3.4 We will not be liable for any loss or damage caused by Us or Our employees or agents in circumstances where: (a) there is no breach of this Agreement by Us or by any of Our employees or agents, or (b) such loss or damage is not a reasonably foreseeable result of any such breach;

11.3.5 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;

11.3.6 By vermin, moth, insects and similar infestation;

11.3.7 By cleaning, repairing or restoring unless We arranged for the work to be carried out;

11.3.8 Changes to atmospheric conditions which result in mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water caused by Our negligence or breach of contract;

11.3.9 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;

11.3.10 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 maximum liability is limited to £30 for the entire contents of the box or the actual value of the damaged items (taking into account the items' age and condition at the time of loss or damage) whichever is less;

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

11.3.12 Loss or damage of motor vehicles caused by scratching, denting and maiming unless You obtain from Us a pre-collection condition report;

11.3.13 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;

11.3.14 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 warehouse or upon completion of



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delivery (see clause 12.1 below).

12. Time limit for claims

12.1 If You or Your authorised representative collects the goods, We must be notified in writing of any loss or damage at the time the goods are handed to You or Your agent otherwise We shall not be liable.

12.2 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 three (3) days of delivery of the goods by Us.

12.3 For goods which We deliver, You must advise Us in writing of any loss and damage within three days of delivery by Us. We may agree to extend this time limit upon receipt of Your written request provided such request is received within three (3) days of delivery. Consent to such a request will not be unreasonably withheld.

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.

13.11 If there is a delay with keys to gain access to your new property you will incur a storage in transit charge, and this will begin once the removal team arrives at your new property. You will be charged £50.00 per hour for your first van and £30.00 per hour per other vehicles waiting to unload. This will end once the removal team can start to unload your good continuously into your new property.

13.12 If we are unable to begin the removal for no fault of our own the above rates 13.11 will apply.

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.

13.3 Any transit times quoted by Us are estimated and based upon information known to Us at the time. Transit times may vary due to several factors outside Our control including but not limited to changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company and port congestion. We will advise You of any material changes to the transit times as soon as We become aware. We will not be liable for any loss or damage incurred by You as a result of delays in transit time unless directly attributable to Our negligence or breach of contract

13.4 We work on an estimated time window for our crews to arrive at your property for example 08:00/12:00 – 12:00/15:00 – 15:00/18:00, this is not how long your removal will take but a time when the removal van will arrive to your first address.

13.5 Hourly rate jobs

13.5.1 You will only receive 1 vehicle and 2 removal contractors only – the charging time will start 5 minutes after the van arriving at your address. If we are unable to start from no fault of our own the removal charge will begin. The hourly rate will finished once paperwork is signed when job is completed. You will be charged every hour at the rate agreed per prior quotation, if the removal time breaks into the following hour you will be charged a full hours charge – this is a per hour rate not a per minute rate.

14. Our right to hold the goods (lien) "Lien" is the legal right of the Remover to hold goods until the Customer has paid all outstanding charges. We shall have a right to withhold and ultimately dispose of some or all of the goods if You fail to pay the 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



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(including legal costs) incurred by Us in recovering Our charges and applying Our right of lien. 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 Independent Dispute Resolution Services Ltd. Recourse to arbitration is subject to certain limits, current details of which are available upon request from BAR, tel: 01923 699486, fax: 01923 699481, email: consumer.affairs@bar.co.uk. Conciliation 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 utilised 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 Any dispute between us will be governed by the non-exclusive law and jurisdiction of the English or Scottish courts. If You currently reside or are moving to a place outside the jurisdiction of the courts of the United Kingdom, alternative laws or jurisdiction of local courts may apply subject to Our written agreement prior to the work or services commencing.

20. Your forwarding address

20.1 If You instruct Us to store Your goods, You must provide a correct and up-to-date address and telephone number and notify Us if it changes. All correspondence and notices will be considered to have been received by You seven days after sending it by first class post to Your last address recorded by Us.

20.2 If You do not provide an address and/or do not 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 We 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 30 days' 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



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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



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Terms and Conditions

License to Store Goods

1. The following words have the following meanings:- Access Hours the hours we permit access to the Unit This Agreement these terms and conditions and the information set out Commencement the date specified Date Deposit the amount specified Due Date the date specified overleaf and the corresponding date in each period specified overleaf or the previous business day if the Due Date falls on a Saturday, Sunday or public holiday.

The Goods anything you store in the Unit at any time during this Agreement Insurance Option The obtaining of insurance for the Goods by us under Condition 21A Our Fees the amount specified overleaf which does not include VAT, which shall also be paid by you where it is or becomes applicable. Prompt Payment In respect of payment of each and every sum due under this Agreement, payment on the Due Date or within two working days afterwards, and in respect of any sum being due under any other agreement between You and us, payment within seven days of that sum being demanded in writing Site the premises on which the Unit is situated Termination Date the date specified or the date of termination of this Agreement in accordance with Condition 25 or 26 Unit the storage unit specified or any alternative storage unit we may specify under Condition 11

We, us, our Wood's Storage You, your the customer named

2. So long as Our Fees are paid up to date, we license You but no And you must ensure that the Unit is locked so as to be secure from unauthorized entry at all times when You are not in the Unit. We will not be responsible for locking any unlocked Unit. You should not leave your key with or permit access to your Unit to any person other than your own agent who is responsible to you and subject to your control and if you do so, you do so at your own risk whether or not any such person is our employee or agent. We do not accept any liability for any person including our employee or agent holding your key and having access to your Unit and any such person acts as your agent only.

3. Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Unit. Any such person is your agent for whose actions You are responsible and liable to us and to other users of units on the Site. You may withdraw any authorisation at any time but the withdrawal will not be effective until we receive it in writing. We may ask for proof of identity from You or any other person at any time (although we are not obliged by this Agreement or otherwise to do so) and we may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or your agents access at any time if we consider in our sole discretion that the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents will be put at risk.

4. You are responsible for providing a secure padlock for the Unit

5. You will permit us and our agents and contractors to enter the Unit and if necessary we may break the lock to gain entry:- 5.1. if we give You not less than seven days' notice so that we may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site;

5.2. at any time without notifying You:- 5.2.1. if we reasonably believe that the Unit contains any items described in Condition 8 or is being used in breach of Condition 9 or such entry is effected incidental to the exercise of our powers pursuant to Condition 18; 5.2.2. if we are required to do so by the Police, Fire Services, Local Authority or by a Court Order; 5.2.3. for any purpose including that in Condition 5.1, if we believe it is necessary in an emergency; 5.2.4. to obtain access in accordance with Conditions 11 and 18; 5.2.5. to prevent injury or damage to persons or property; or 5.2.6. for the purpose of ascertaining whether the Unit contains any items described in Condition 8 or if we reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.



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6. You warrant that throughout this Agreement, the Goods in the Unit from time to time are your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the Goods in the Unit on the terms and conditions in this Agreement and that You act as a duly authorized agent of any such person. You indemnify us against any loss or damage suffered by us for breach of this warranty including against any loss, damage or expenses incurred by us (including any reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Goods.

7. We reserve the right to refuse to permit You to store any Goods or require You to collect any Goods from the Unit if in our opinion the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents would be put at risk by the storage or continued storage of any such Goods.

8. You must not store (and You must not allow any other person to store) any of the following in the Unit:- 8.1 food or perishable goods unless securely packed so that they are protected from and do not attract vermin; 8.2. birds, fish, animals or any other living creatures; 8.3. Combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents; other person 8.4. firearms, explosives, weapons or ammunition; 2.1. to use the Unit for the storage of Goods in the Unit in 8.5. chemicals, radioactive materials, biological agents; accordance with this Agreement from the Commencement Date 8.6. toxic waste, asbestos or other materials of a potentially until this Agreement is terminated; and dangerous nature; 2.2. to have access to the Unit at any time during the Access Hours 8.7. any item which emits any fumes, smell or odour; only for the purposes of depositing, removing, substituting or 8.8. any illegal substances, illegal items or goods illegally obtained; inspecting the Goods and your regular inspection of the Unit for 8.9. compressed gases. damage or unsuitability for the Goods. No access to the Unit will be permitted for any other purposes or outside Access Hours. We will try to provide advance warning of changes in Access Hours by notices on Site, but we reserve the right to change Access Hours to other reasonable access times at any time without giving any prior notice.

9. You must not (and You must not allow any other person to):- 9.1. use the Unit or do anything on the Site or in the Unit which may be a nuisance to us or the users of any other unit or any person on the Site; 9.2. do anything on the Site or in the Unit which may invalidate any of our insurance policies or those of other unit users or increase the premiums payable on them; 9.3. use the Unit as offices or living accommodation or as a home or business address and not use the address of the Site or the Unit for receiving or sending mail; 9.4. spray paint or do any mechanical work of any kind in the Unit; 9.5. attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit; 9.6. allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit; 9.7. cause any damage to the Unit or any other unit or the Site or its facilities or to the property of us or any other unit users or other persons on the Site and if You cause any damage You must (at our option) repair, restore or replace such damage or item or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation; 9.8. leave anything in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Site and You must at all times exercise courtesy to others and reasonable care for your own safety and that of others in using these areas. 9.9. connect or provide any utilities or services to the Unit unless authorised in advance in writing by us.

10. You must (and You shall procure that your agents must):- 10.1. use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the property of us or any other unit users or other persons on the Site; 10.2. inform us immediately of any damage or defect to the Unit; 10.3. comply with the reasonable directions of any of our employees, agents and contractors at the Site and any further regulations for the use safety and security of the Unit and the Site which we may issue from time to time.



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11. This Agreement shall not confer on You any right to exclusive possession of the Unit. 11.1. We may at any time by giving You seven days' written notice require You to remove the Goods from the Unit to another unit specified by us which shall not be smaller than the current Unit. 11.2. We agree to pay your reasonable costs of removal which have been approved in writing by us in advance of the removal. 11.3. If You do not arrange the removal of Goods to the alternative unit by the date specified in our notice, we and our agents and contractors may enter the Unit and do so. In doing so, we and our agents and contractors will act as your agent and the removal will be at your risk (except for loss or damage caused wilfully or negligently by us and our agents and contractors, subject to the aggregate limit of our liability contained in Condition 21). 11.4. If the Goods are moved to an alternative unit, this Agreement will be varied by the substitution of the alternative unit number but shall otherwise continue in full force and effect and Our Fees at the rate set out overleaf will continue to apply to your use of the alternative unit.
12. You must pay us Our Fees for the minimum period of storage on signature of this Agreement and thereafter must pay Our Fees on the Due Date.
13. We may alter Our Fees at any time by giving You written notice and the new Fees shall take effect on the first Due Date occurring not less than four weeks after the date of our notice.
14. If You do not pay Our Fees on the Due Date, You must pay us an administrative charge for late payment of £10.
15. Additionally, on each occasion any cheque is dishonoured, at our option You must pay us an administrative charge of £12.
16. Additionally, You must pay us interest on all amounts overdue for payment from You at the rate of 5% above the base rate of NatWest Bank PLC, calculated from the date when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgment, and whether or not we exercise the right of sale under this Agreement.
17. You must pay us the Deposit on your signature of this Agreement. The Deposit will be returned to You (without interest) after this Agreement terminates less any amount we may in our sole discretion deduct to cover:- 17.1. any breach of Condition 9.7; 17.2. any of Our Fees which have not been paid or any unpaid removal or other charges; or 17.3. any other obligation to us that You have not performed.
18. The Prompt Payment of each and every sum (including interest) whether invoiced or not, owing from You to us from time to time under this Agreement or any other agreement between You and us (in this Condition, called "Your Debt") is of the essence of this Agreement. 18.1. The terms of this Condition are additional to and without prejudice to all or any rights we may have at common law or otherwise. 18.2. In default of Prompt Payment of Your Debt, 18.2.1. Subject to condition 21A, if applicable, we are relieved of any duty howsoever arising in respect of the Goods; and 18.2.2. the Goods are held solely at Your risk and we shall be able to immediately exercise the lien described below. 18.3. We have a lien over the Goods for Your Debt until payment of Your Debt in full has been received by us in cash or, if by cheque, until the cheque has been paid by your bank and after this lien becomes exercisable by us, the following Conditions shall apply. 18.4. You shall pay us fees and charges at the same rates as under this Agreement and if this Agreement has been terminated, the relevant rate at which such fees and charges will be payable by You will be the rate which was payable immediately prior to termination; and 18.5. In default of Prompt Payment of Your Debt, You authorise us;- 18.5.1. to refuse You and your agents access to the Goods, the Unit and the Site; 18.5.2. to enter the Unit and inspect and remove the Goods to another unit or Site; 18.5.3. to hold onto and/or ultimately dispose of some or all of the Goods. 18.6. In the event that Your Debt is not paid promptly or You fail to collect the Goods after we have required You to collect them or upon expiry or termination of this Agreement, we may, subject to clause 18.8, sell the Goods and pass all ownership to them and use the proceeds of sale to pay first the costs incurred by us in the sale and removal, and secondly in paying Your Debt and to hold any balance for You. Interest will not accrue



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to You on the balance. 18.7. If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by us and Your Debt, You must pay any balance outstanding to us within seven days of a written demand from us which will set out the balance remaining due to us after the net proceeds of sale have been credited to You. Interest will continue to accrue on Your Debt until payment has been made. 18.8. Before we sell the Goods, we will give You notice in writing by registered or recorded delivery post at your address overleaf or any address in England and Wales notified by You to us in writing prior to our notice, specifying any particulars that we have of the Goods, the amount of Your Debt at the date of the notice (and, in our sole discretion, specifying any amount by which Your Debt is increasing after the date of that notice) and directing You to pay and that in default of payment within two months after the date of the notice, we will sell the Goods. We do not agree to give You any further notice of any intended sale. 18.9. We will sell the Goods by the best method(s) reasonably available to achieve the best selling price reasonably obtainable in the open market, taking into account the costs of sale. 18.10. If the Goods cannot reasonably and economically be sold (for any reason whatsoever), or they remain unsold despite our efforts, You authorize us to treat them as abandoned by You and to destroy or otherwise dispose of them at your cost.

19. Because the nature and type of goods being stored by You from time to time is entirely within your discretion (subject to Condition 8 and 9) You must ensure that the Unit is suitable for the storage of the goods that You store or intend to store in it. We do not warrant or represent that any unit allocated to You is a suitable place or means of storage for any particular goods. We strongly advise You to inspect the Unit before storing Goods in the Unit and from time to time throughout the period of this Agreement.

20. In the event that You do not pay any Fees or charges, the Goods are left in the Unit at your sole risk. We exclude any liability in respect of the Goods when payment of Our Fees or charges is overdue and exclude any duty of care howsoever arising.

21. Unless Condition 21A applies we do not insure the goods. 21.1. Storage of Goods in the Unit is at your sole risk. 21.2. Subject to Condition 21A You warrant to us as follows: 21.2.1. that prior to bringing the Goods onto the Site you have insured or will insure the Goods against all normal perils under a valid contract of insurance with a reputable insurance company for their full replacement value and will not cause or allow that insurance cover to lapse whilst the Goods or any of them remain on the Site; and 21.2.2. that the insurance cover will not be for a sum which is lower than the replacement value of the Goods stored in the Unit from time to time. 21.3. We exclude all liability in respect of loss or damage relating to your business, if any, including consequential loss, lost profits or business interruption, and all liability in respect of loss or damage to the Goods caused by Normal Perils, including as a result of negligence by us, our agents and/or employees above the sum of £50 which we consider to be the normal excess on a standard household insurance policy whether or no that policy would cover the goods. 21.4. Normal Perils in this Condition mean loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting &/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles. 21.5. You warrant that: 21.5.1. You have written overleaf the true total value of all the Goods; 21.5.2. the aggregate value of the Goods stored in the Unit from time to time will not exceed that value; and 21A This condition applies only if you have accepted the insurance option. In that event, the following provisions of this Condition 21A shall apply. 21A.1 We shall take out and maintain a contract of Insurance in accordance with the [specimen] [summary of terms] provided to you providing cover to us for the Goods and for the purposes of such Insurance Cover, the replacement value of the Goods shall be the True Total of the value of the Goods stated at the beginning of this Agreement. 21A.2 If loss or damage occurs to the Goods as a result of any matter which may result in a claim under such Insurance Cover, we shall notify the insurer promptly of the claim and in any event within 2 business days of receipt from you of a written direction to



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notify a claim in the form attached to the [specimen / summary of terms]. For the purposes of processing any such claim You shall provide us, the insurer or any agent of the insurer appointed to investigate such claim with such information and existence as may be reasonably required in relation to the claim. We will also provide to you, the insurer, or any agent of the insurer appointed to investigate the claim, with such information and assistance in relation to the claim as may reasonably be required. In addition, we will send to you a copy of all correspondence with the insurer or any agent of the insurer relating to the claim (including the notification). While we will, in accordance with the previous provisions of this paragraph, notify claims to the insurer, we are not under any circumstances obliged to start or threaten to start and legal proceedings in relation to any such claim [unless specifically agreed with you in writing] 21A.3 In the event that we make a claim under such insurance cover in respect of damage or loss caused to the Goods, we shall pay or arrange for payment to You that part of any proceeds of such claim made by us which relates to such damage or loss to the Goods after deduction of any outstanding sums due to Us from You. For the avoidance of doubt, You acknowledge that our liability in respect of any claim under such insurance cover is restricted to the payment to You of those sums which we recover which relate to the Goods. 21A.4 We do not give any advice concerning the insurance cover referred to in Condition 21A.1 and it is for you to make your own judgment whether such insurance is appropriate to cover the Good and risks to them. 21A.5 If this Condition 21A applies then Condition 21.2 of the Agreement shall not apply. 21A.6 Nothing in this Condition 21A shall make us Your agent.

22. We do not exclude liability for physical injury to or the death of any person and which is a direct result of our negligence or wilful default or that of our agents and/or employees.

23. You will indemnify us against all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our servants, agents or other unit users or persons on the Site which arise out of the use of the Unit or the Site by You or any of your servants, agents or invitees or arise out of the breach of this Agreement by You.

24. In the event of circumstances which are outside our reasonable control and their consequences, we do not agree and are not obliged by this Agreement to maintain the safety or security of the Goods, the Unit or the Site in order to keep the Goods free from damage or loss. Neither You nor we shall have any liability under or be deemed to be in breach of this Agreement for any delay or failure in performance of this Agreement which results from circumstances beyond the reasonable control of that party. Such circumstances include any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any unit including the Unit or the Site by, or arrest or seizure or confiscation of Goods by competent authorities.

25. This Agreement shall expire on the Termination Date or as described in Condition 26.

26. Either You or we may terminate this Agreement:- 26.1. by giving not less than twenty-eight days' written notice to the other ending on any Due Date and termination will take effect from that Due Date, which shall be the Termination Date; or 26.2. Immediately by giving written notice to the other if it commits a serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within 15 days after service of a notice to do so, to remedy the breach. Serious breach includes a failure by You to pay all Our Fees and other charges due to us under this Agreement. The Termination Date shall be the date the notice is effectively served on You in accordance with Condition 38. 26.3. Immediately on the Termination Date, You must remove all goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date. If You do not do so, You shall pay our costs of cleaning the Unit or disposing of any goods or rubbish left in the Unit or on the Site. In default of Prompt Payment of our Fees and any payments due to us under this Agreement, we are relieved of any duty howsoever arising in respect of the Goods and they are held solely at your risk. We may treat Goods remaining in the Unit



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after the Termination Date as abandoned and may dispose of them in accordance with Condition 18.6 and 18.8.

27. Where this Agreement has terminated and You have paid more of Our Fees and charges than are due at the Termination Date, we will refund the balance to You after deduction of any payments due to us as if the balance were a Deposit under Condition 17.

28. No interest will accrue on any money held by us for You. Where any payments are still outstanding from You, You must pay us in full including any outstanding interest before we will release the Goods to You.

30. Any delay by us in exercising any of our rights under this Agreement will not affect our rights or be a waiver of those rights, nor will any partial exercise of any right exclude a further exercise of that right

31. Every provision in this Agreement is severable and distinct from every other provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.

32. This Agreement can only be varied in writing and signed by one of our directors. None of our other employees or agents has any authority to vary this Agreement on our behalf whether orally or in writing or to make any representation of fact that is or may be inconsistent with the terms of this Agreement.

34. You agree that it is not the intent of this Agreement to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

35. This Agreement shall be governed by English law and You and we submit to the exclusive jurisdiction of the English courts.

36. This Agreement shall not create a tenancy or constitute us as bailees of Goods.

37. Where You are two or more persons your obligations under this Agreement shall be obligations of each of you separately.

38. Any notice given under this Agreement must be in writing and may be served by personal delivery to the person notified or its address or by pre-paid post. Your address for service of notices shall be your address written overleaf or any other address in England which You have previously notified to us in writing. Any notice to You will also be sent to any owner (whether sole, joint, or co-owners) the name and address of whom we have been previously notified by You. Any notice to us must be sent to our address set out overleaf. A notice will be served at the time of personal delivery or forty-eight hours after it has been placed in the post. 39. Before taking any court proceedings for anything arising out of this Agreement (apart from emergency court proceedings), the complaining party shall inform the other person in writing of the dispute in as much detail as possible and You and we agree to try informal conciliation within twenty business days of the notice of the dispute. If the dispute cannot be resolved, You and we agree to use the Centre for Alternative Dispute Solution to try to resolve the dispute amicably by using an Alternative Dispute Resolution procedure before taking any other step. If the dispute is not resolved to mutual satisfaction within 90 days after notice of the dispute has been given, You or we may submit the dispute to the Court. This Condition does not affect the right of either You or us to terminate this Agreement.



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