



Terms and 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' 'removal team' means the Remover. These terms and conditions can be varied or amended subject to prior written agreement. Your attention is drawn to Clauses 3, 4, 9, 10, 11 and 12 which set out our liability to you for loss of or damage to goods and property.

BNR Property Services Limited also trades as Man With A Van Loughborough. The terms and conditions are subject to all our services from single items to full house removals to include waste removal from properties.

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.

a, The full collection and delivery address is required.

b, A full list of the items to be moved is required and this can be supplied on our website form. Any goods of height or weight must be declared so the correct size team and van is used for the quotation.

c, If there are any heavy items the weights of these items.

d, How many team members are required one? Is there help each end to load and unload, two or more.

(The above information in a,b,c, and d will assess what size van is required for the quotation)

1.2 We may change the price or make additional charges if circumstances are found to apply which have not been considered when preparing our quotation and confirmed by us in writing/email. These include:

1.2.1 You do not accept our quotation in writing/email 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 (09.00-17.00hrs) at your request.

1.2.4 We have to collect or deliver goods at your request above the ground floor and first upper floor. If this is not stated goods are collected and delivered from and to the first available room on the ground floor.

1.2.5 If you collect some or all 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).

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 Our removal vehicles must have adequate parking outside each property, we must be informed of any parking restrictions or double yellow lines. If parking permits are required these must be applied for by you and given to the removal team on arrival. Charges will be added if we have to pay parking or other charges or fees 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.

1.2.10 We agree in writing/email to increase our limit of liability set out in clause 9.1.1

1.2.11 If you self-certify the size of your move by completing an inventory checklist and on the day of the move it is found that items have been omitted from the quote

then additional charges may be applied at the discretion of the removal company, or the items may not be removed.

1.2.12 Where a Self-Certification Survey Form has been completed and if during loading of the vehicle it is established that the vehicle exceeds the vehicles load limit then arrangements will be made to provide an additional vehicle at the cost of the customer. If a Pre-Move Survey is completed or if after reviewing the Self Certification Survey Form, it is the opinion of the removal coordinator and the removal company that the weight is within limits, then should this not be the case and the move is over-weight then the additional cost will be the liability of the removal contractors and not the customer. If it is in the opinion of the removal coordinator or surveyor that the vehicle will be over-weight then a larger vehicle will be recommended at an additional cost to the customer who will be notified in advance of the move, prior to the booking.

1.2.13 If on the day of the move the keys are not available until after 2pm (unless agreed in advance with your removal manager or you have paid for **Key Release Time Waiver**) then an access waiting charge of £65.00 per hour or part thereof will be charged. If the keys are not available until 16:30 then depending on the expected unloading time and lighting conditions, the vehicle will return to the depot for overnight storage, to return on the next available move date. Additional costs will be incurred and payable prior to completion of the unloading. If completion is prior to 2pm and delays are caused from the time of loading to unloading which are more than 1 hour, then the key waiting charge will commence.

1.2.14 The cost of the move may change upon loading of the vehicle, if the volume of the move exceeds the volume established during the survey. This may be due to items being in areas of the house which were not thoroughly seen during the survey or declared on the telephone/email, declaration by you to dispose of items which have not been disposed of prior to the move, new items purchased or any other circumstance which differs from the original survey completed.

1.2.15 If upon arrival to the property, the house is not fully packed then there may be a requirement for the removal team to pack at an additional cost. If any delay is caused due to this action resulting in the house not being emptied by 1pm then every hour or part thereof will be charged at £65. 00..

1.2.16 If upon arrival at the new property, if delays are caused due to the house not being available due to others moving out then access waiting charge applies at £65.00 per hour.

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/email, we will not:

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

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

2.1.3 Move items from a loft unless there is properly constructed lighting and floored and safe access is provided and agreed in advance of the move.

2.1.4 Move or store any items excluded under Clause 5.

2.1.5 Should the customer pay any money to the contractors on the day of the move for work carried out which does not form part of the move specification as per the Quotation and Acceptance, unless the additional work has been authorised by BNR Property Services Limited, or management of the contractors – prior to completion of said work, then this money is not deemed in favour of the supplier or removal contractor, and the work carried out will be charged via separate invoice and be uninsured.

3 Your responsibility

3.1 You must: -

3.1.1 Declare to us, in writing/email, the value of the goods being removed and/or stored. ***(unless you elect for our liability to be limited to £50 per item as set out in Clause 9.1)***; 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 their actual value.

3.1.2 obtain at your own expense all permissions, consents, licences, permits, or customs documents required for the removal of the goods.

3.1.3 be present, either personally, or through an authorised representative, during the collection and delivery process.

3.1.4 Ensure authorised signatures are 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 reasonable precautions to prevent the unauthorised removal of goods not belonging to you and check to ensure that your goods are duly removed.

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

3.1.7 prepare and stabilise all appliances prior to their removal.

3.1.8 empty defrost and clean refrigerators and freezing equipment.

3.1.9 In addition you must provide us with contact details during the removal process including transit and/or storage of goods to the point of delivery.

3.1.10 Allow the contractors to carry out their responsibilities. Should the customer or associates assist with any aspect of the moving of items and damage is caused during assistance then no liability shall be held by BNR Property Services Limited or the removal contractor.

3.1.11 provides us or the Contractor with any information reasonably required by them.

3.1.12 complies with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

3.1.13 if you opt to pack the contents of your house, you must wrap all fragile items which are not boxed. Advice can be provided on the best way to wrap items or we may wrap for you at an additional charge, agreed prior to the day of the move.

3.1.14 Should the customer not accept the recommendations of BNR Property Services Limited or Contractors as in section 3.1 then the items to be moved are solely moved at the risk of the customer. A waiver may be asked to be signed. The contractor cannot be held liable for any damage caused whilst the item to be moved is under the supervision of the customer.

3.1.15 You must inspect the furniture prior to the removal team leaving your residence. Should any visible damage be incurred, then it is you or your representative's responsibility to advise the removal team whilst they are still at the property of the alleged damage. Liability cannot be admitted once the removal team

have left the premises. You then need to put in writing/email a request to make a claim WITHIN SEVEN DAYS and provide us with photographs and a full written description of the damage. (This is in addition to listing the damage on the sign off sheet). If prior to notifying the removal team of damage the furniture has been handled/moved by you or a representative, then it cannot be said that damage was solely caused by the removal team. Please do not handle the furniture – inform the removal team right away.

3.1.16 If at any time during the move, you are not happy with the conduct of the removal team or individuals; then it is your responsibility to contact BNR Property Services Limited and speak to your removal team coordinator who will discuss and resolve any issues to your satisfaction which may have arisen.

3.1.17 If upon arrival you have not fully packed then the removal team may have to pack for you which will be at an additional charge as per 1.2.15 or wait outside the property until all items have been packed with the additional waiting charge of £65.00 per hour.

3.1.18 If you dismantle furniture, then it is your responsibility to ensure the furniture is safe and any risk of injury to the removal team due to screws has been prevented by removing them all from the furniture.

3.2 We will not be liable for any loss, damage, cost, or additional expense that may occur as a result of your failure to fulfil these obligations unless by reason of our own negligence or breach of contract.

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 If 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 because 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.

5. Goods not to be submitted for removal or storage

5.1 Unless previously agreed in writing/email 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 5.1.6 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 license or government permission for export or import.

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.

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 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 7 working days before the removal was due to start: No charge.

7.1.2 Between 3 and 7 working days inclusive before the removal was due to start: not more than 30% of the removal charge.

7.1.3 Between 1 and 3 working days before the removal was due to start: not more than 50% of the removal charge.

7.1.4 Within 24 hours prior to the move date then up to 75% of the cost of the move will be charged. If the move is not completed or cancelled on the move day then 100% of the cost of the move is charged, including packing materials and packing service if completed.

7.1.5 if the move is postponed, then subsequently postponed again the deposit will be retained and the full cost for the move will be due prior to commencement of the move.

7.1.6 If the move is not concluded within 30 days of the date of this booking, and the customer chooses to cancel the move then 100% of the deposit will be charged. No deposit refund is payable.

8. Payment & charges

8.1 Unless otherwise agreed by us in writing/email.:

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 daily calculated at 4% per annum above the Bank of England base rate.

8.1.4 We accept payment by Cash and Bank Transfer.

8.1.5 Payment is due 5 working days in advance of the agreed moving date, unless agreed in writing/email. Should payment not be received by the move date then the move may be cancelled. This decision will be made after agreement with the Removal contractors. If the move goes ahead, then payment must be made in cash on the day of the move before goods are loaded. If payment is not received on the day of the move and the move is completed, then a fee of £25.00 is added to the balance for collection charges, interest charged at 2% per month, calculated daily from the day after the move taken place. If payment is not received within 30 days, then the collection will be passed to a debt collection agency. The customer will be subject to Debt Collection fees.

8.1.6 Should a customer pay by cheque and the cheque is unauthorised by the bank then an administration fee of £30.00 will be charged by BNR Property Services Limited.

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

Standard Liability

Our liability for negligence or breach of contract or otherwise under common law in relation to your goods is limited to the value declared to us under Clause 3.1.1. or £25,000 whichever is the least. If no such value is declared, or if you so elect, for the maximum amount of £50 per item. In this respect an item is defined as any one article, suite, pair, set, complete case, package, carton, or other container. These limits may affect the quotation. We may agree to accept liability for a higher amount, in which case we may make an additional charge.

We are not liable on a “new for old” basis for any loss or damage.

In the event of loss of or damage to your goods in breach of clause 3.1.1, 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, considering the age and condition of the goods immediately prior to their loss or damage, and subject to the maximum liability of £25,000 per vehicle referred to in clause 9.1.1 (unless we have agreed a higher amount with you).

9.1.4 We shall not be liable to the extent that loss or damage is caused or contributed to by moving goods under your express instructions, against our advice, and in a manner, which is likely to cause 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.

The procedure to follow in the event of damage as set out in Clause 3.1.15 must be adhered to allow a claim to be processed. Failure to follow the procedure will invalidate any claim.

9.1.5 We shall not be liable to the extent that loss or damage is caused or contributed to by moving goods under your express instructions, against our advice, and in a manner, which is likely to cause damage.

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 3, 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, considering their age and condition immediately prior to their loss or damage, subject to a maximum liability of £50 per item. Your attention is drawn to clause 3, 11.1 which applies to Limited Liability.

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

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.

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.

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 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.

An Item is defined as: –

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

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 because 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 because 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 because of fire or explosion howsoever that fire or explosion was caused, unless we have been negligent or in breach of contract.

11.2 In respect of Standard Liability and Limited Liability, other than because 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: –

Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones, Plants, or goods likely to encourage vermin or other pests or to cause infestation or contamination. Perishable items and/or those requiring a controlled environment. Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds. Any animals, birds, or fish.

11.2.6 Breakage, scratching, denting, chipping, staining, and tearing of items packed by you including trunks suitcases and the like unless reasonably attributable to physical damage to such items caused by collision or overturning of road vehicles or other conveyances. This policy shall also exclude claims for missing items unless a valued list of contents is supplied by you to us prior to commencement of transit and such list approved by us.

11.2.7 Loss or damage which occurs prior to collection or packing by us or after delivery or unpacking by us.

11.2.8 Any consequential loss.

In respect of Standard Liability and Limited Liability, other than because 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: –

By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action, or other such events outside our reasonable control.

Loss or damage arising from ionising radiations or radioactive contamination.

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

Indirect or consequential loss of any kind or description

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.

By vermin, moth, insects and similar infestation, damp, mould, mildew, or rust

By cleaning, repairing, or restoring unless we arranged for the work to be carried out.

By change to atmospheric or climatic conditions.

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.

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 £50 or its actual value whichever is less.

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

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

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

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 delivery (see Clause 12.2 below).

12 Time limit for claims

12.1 For goods which we deliver, you must notify us in writing/email 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/email of any loss or damage at the time the goods are handed to you or your agent.

12.3 Notwithstanding clauses 3, 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/email as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of delivery of the goods by us. Any damage to furniture must be noted prior to the removal team leaving the site.

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.

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 the goods until you have paid all our charges and any other payments due under this or any other Agreement. (See also Clause 22). 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 Our right to sub-contract the work

During busy periods we may need to sub-contract part or all of the move. In these instances, we will notify you in advance of the move.

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

15.2 If we sub-contract, then these conditions will still apply.

16 Route and method

16.1 We have the right to choose the method and route by which to carry out the work.

16.2 Unless it has been specifically agreed otherwise in writing/email in our Quotation, other space/volume/capacity on our vehicles and/or the container may be utilised for consignments of other customers.

17 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.

18 Applicable laws

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

19 Your forwarding address

19.1 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.

19.2 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.

20 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 or email 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.

21 Storage

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

21.1 If your items are in storage, your payment is due as per the invoice due date. If payment is not received within 7 days of this date a £12.00 late fee will be applied. Your goods will not be released until your balance is paid in full.

21.2 If a 3rd party vacates storage then a £25.00 handling charge per container applies and must be paid prior to the day of vacating.

21.3 7 days' notice is required to vacate storage, upon vacating storage you will receive a pro-rata storage refund for any full weeks paid for.

21.4 If you require assistance unloading a container, the rate is £25.00 per hour.

22 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 60 days' 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 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.

23 Terminations

If payments are up to date, we will not end this contract except by giving you three months' notice in writing/email. 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, if your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

24 Disputes/complaints

Any damages must be reported to the removal team on site on the date of the delivery. A written statement by post or email must be made with photographic evidence a maximum of 7 days after the removal has been completed. Once the dispute/complaint has been received within these terms a final statement will be written or emailed to you of our findings and decision within 7 days of receiving the complaint.

25 Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

Waste Management Terms and Conditions

Services

BNR Property Services Trading as Man With A Van Loughborough.

The Quotation

A photograph and the collection address must be given to BNR Property Services Limited for a quotation to be given.

BNR Property Services Limited will provide to the Client such services of waste management “the services” as may be specified in writing, email or orally between BNR Property Services Limited and the Client. Any agreement by BNR Property Services Limited to provide services will be subject to these terms and conditions. Any other terms or conditions shall be detailed by BNR Property Services Limited in writing or by email before becoming effective.

Waste not accepted for collection:

- Rolls of carpet
- Electrical items
- Paint tins whether full or empty
- Tyres

Time of performance

BNR Property Services Limited will use all reasonable endeavours to perform the services on the agreed dates and shall advise the Client of potential or actual delays as soon as is reasonably practicable. Any variation to the Services to be provided or the performance date thereof will only be effective if confirmed in writing or by email from BNR Property Services Limited. The Client shall provide to BNR Property Services Limited all assistance and/or information and/or materials that BNR Property Services Limited may reasonably request. BNR Property Services will not be liable for delays in performance caused by any delay or failure to provide such assistance, information, or materials, howsoever such delay or failure may arise.

Acceptance / charges and payment

Performance of the services will be deemed complete, and to the client's satisfaction, upon collection of waste goods by BNR Property Services Limited. Charges for the Services will be as described in the relevant quotation and unless stated otherwise in the quotation will be on a time and materials basis. VAT will be added to all business fees and other charges where applicable.

Confidential Information

BNR Property Services Limited undertakes to take all reasonable measures to keep secure any confidential and/or privileged information, or any other document not in the public domain, obtained from the client.

Proprietary Rights

Upon collection of the waste materials and/or any other article, item or document collected by BNR Property Services Limited pursuant to the services title to the same will pass absolutely to BNR Property Services Limited, save that BNR Property Services Limited undertakes not to release any confidential or privileged information as aforesaid.

Unless otherwise agreed in writing or email, BNR Property Services Limited shall retain ownership of the intellectual property, including designs, drawings, written reports and other works and the client is prohibited from copying, using or deploying the same.

Termination

Either party may terminate the agreement at any time prior to performance by BNR Property Services Limited of the services. The Client shall pay for all work carried out by BNR Property Services Limited and shall reimburse BNR Property Services Limited for the costs it has reasonably incurred in anticipation of, or partial performance of, the services. Further, in the event that the Client terminates the contract within 24 hours of the time for performance then the Client shall be responsible for the entirety of the agreed price for the services notwithstanding that those services may not have been performed.

Limitation of Liability

BNR Property Services Limited shall perform the Services in a professional and competent manner. BNR Property Services Limited shall not be liable for any purely economic loss suffered by the client resulting from the performance of its services howsoever caused, save that BNR Property Services Limited will accept liability for any personal injury or death caused by the negligent performance of its services, BNR Property Services Limited liability for all other damage, injury or loss is hereby excluded or limited to the maximum extent permitted by law.

Dispute Complaints Resolution

Any disputes must be raised at the time of collection of the waste on the date of the collection. If necessary whilst the member of the team is on site, please call your waste collection co-ordinator in the office. Within 7 days of the collection please put your photographic evidence in writing or email with photographic proof. BNR Property Services Limited will investigate the matter raised and write or email a final statement within 7 days of receipt of your dispute/complaint.

Jurisdiction

This agreement is subject to the Laws of England and Wales.