

These conditions form the basis of the contract between the customer and Kiwi Man and Van Limited. They explain the rights and responsibilities of both parties in relation to any services provided by Kiwi Man and Van Limited. It is important that You read them carefully. Alternative terms and conditions can apply if agreed in writing before the start of Work. This agreement is subject to English law and the jurisdiction of the English Courts unless both parties have agreed otherwise. Whenever the following words or phrases appear in this agreement they will always have the same meaning as:
We, or Us, or Our: Kiwi Man and Van Limited trading as Kiwi Movers Our sub-contractors or agents.
You and Your: The customer or the customer's agent or representative.
Goods: The Goods that are being moved or stored.
Work: Any services We are to provide under this agreement.

1. QUOTATION/ESTIMATE

Our quotation/Estimate is valid for twenty eight days and is subject to availability of resources. All quotations are provided as an estimate unless specified as a fixed price job. We will endeavour to complete the work in the estimated time, but any additional chargeable hours will be included in the final price. We may amend Our quotation/estimate if:
A. Our quotation/estimate is not accepted within twenty eight days or You ask Us to carry out additional Work in which case We will provide You with a further quotation/estimate; or
B. additional Goods, are included in the Work. You must advise Us as soon as possible if You wish Us to include additional Goods. We will advise You of any price increase. The additional Goods will not be included in the Work until We have agreed a price with You; or
C. stairs, lifts, windows or doorways are inadequate for the free movement of the Goods without risk of damage or injury or the use of mechanical equipment or structural alteration, or the approach road or drive is unsuitable for Our vehicles and/or containers to load/unload within 20 metres of the doorway, or We are asked to collect or deliver above ground or first upper floors.
D. Goods are handed to You from store or You require access to Your Goods whilst they are in store; or
E. The Work is carried out on a evening, or public holiday ; or
F. Our overheads or operational costs go up as a result of increases in but not limited to taxes, road or other tolls, fuel, or any other costs or expenses outside Our control; or
G. There is a 2 hour minimum on all jobs. After 2 hours, rates are charged in 15 min increments.
H. Quotations/Estimates include only the specified work to be undertaken. Any additional work such as moving goods into and out of storage on separate days are charged at the standard hourly rate as independent jobs, unless specified in the written quotation/estimate.
I. Where a day rate is stated in the quotation/estimate this is only valid for work for the full 10 hours. Unless stated in writing, Jobs that are completed under the 10 hours will be charged at the applicable standard hourly rate + VAT.

2. WORK NOT INCLUDED

Unless agreed otherwise in writing before the date of this quotation, Our price does not include, open or resealed paints, oils, lubricants or other materials deemed unsafe for transport or storage by our staff, fittings and fixtures, disconnecting and connecting domestic or other appliances and fittings, taking up or laying fitted floor coverings, moving loaded freezers or refrigerators, moving storage heaters not dismantled or any other items We specifically exclude in writing. Should You wish to move such items, We recommend that You seek advice from the manufacturer, retailer, or other suitability qualified person. We will not move Goods from or to a loft/attic unless the loft/attic is properly lit, floored and has a safe means of entry or exit. If any of Our employees carries out such Work, at Your request, and without Our prior written agreement, they do so without Our authority and outside the terms of their employment with Us. We shall not be liable for any loss or damage which may occur in carrying out such Work.

3. PAYMENT

Unless otherwise agreed differently in writing, payment is due:
A Strictly on completion of the job or 1 working day in advance of the job date for Fixed Price Jobs.
B 10 working days after the work is completed for commercial jobs when agreed in writing by Kiwi Movers management.
C. A 50% deposit will be taken immediately before beginning jobs quoted in excess of £1,000 value.
C On final payment a 2% transaction fee due on all payments made by credit card. There is no fee for debit card payments.
D Any payment queries must be directed to head office on the day of the move; our removals staff do not have the authorisation to amend quotations or sum due.
E There is a minimum disposal charge of £56.00 (per half tonne) for goods going to the tip, plus hourly standard labour rates.
F We do not accept cheques, cash, AMEX or Diners card.
G By providing your card details you are agreeing to your card being automatically debited on completion of the job for the final amount based on the final time worked, materials used and any other associated costs.

4. DECLARATION OF OWNERSHIP / AUTHORITY TO CONTRACT

By accepting this Agreement You declare that the Goods to be handled are either Your own property free of any legal charge or burden on them or that You have the full authority of the owner or anyone having a legal interest in them to enter into this contract on their behalf. You agree to indemnify Us against any claims, charges and demands made against Us arising from any claim to the Goods made by another person. If any other person has or obtains an interest in the Goods You must advise Us of their name and address in writing immediately.

5. YOUR RESPONSIBILITIES

You agree
A to be present or represented throughout the removal to ensure that nothing that should be removed is left behind and nothing is taken away in error;
B no arrange proper protection for Goods left in unoccupied or unattended premises or Where other people such as tenants or workmen or are will be present. If You fail to protect Your Goods We shall not be liable for any loss or damage;
C not to offer for removal or storage jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps or coins (or similar collections of any kind), plants and animals. We do not accept any liability for any claims for loss or damage to these items if they are placed in Our care or custody. Please make alternative transport or storage arrangements for such items;
D not to offer for removal, packing or storage any item or thing unless You have insured that item or thing against accidental loss or damage and loss or damage caused by fire, lightning or explosion.
E not to offer for removal, packing or storage any Goods (including food stuffs) which in Our opinion are dangerous, damaging or explosive, hazardous to health, in an unhygienic condition, or likely to attract vermin or other pests. You agree that We may refuse to handle or store such items without any liability to You. If such items are handled or stored by Us You agree to indemnify Us for any loss or damage incurred by Us or anyone else through the presence of such articles or substances. We may remove, destroy, or otherwise dispose of these articles or substances in which case you will pay Us any costs or expenses incurred by Us.
F to empty and defrost refrigerators and freezers and to make alternative transport arrangements for their contents. We shall not be liable for damage to any freezer or refrigerator or its contents which results from the freezer or refrigerator being moved partially or fully loaded, nor for any illness or deterioration in such contents resulting from a change in temperature;
G to make sure that all domestic and garden appliances, including but not limited to washing machines, dishwashers, hosepipes, petrol lawnmowers, are clean and dry and there is no residual fluid left in them;
H to pay for any parking or meter suspension charges which We incur whilst carrying out Work for You. We advise that if you are unsure of the parking requirements that you contact the local council; our trucks require 2 parking bays (10m allocation). Any parking infringements incurred during the move will be added to your bill with an addition £5 fee for administration.
6. CANCELLING AND POSTPONEMENT:

If You cancel or postpone the Work: after your booking is confirmed (and card details provided) you will be charged 50% of the confirmed quote. If you postpone or cancel within 24hours of the move start time you will be charged the value of the job in full.

7. ROUTE AND METHOD

You agree that We may;
A Interchange the Goods between vehicles and warehouses or other premises at any time;
B Select the route and the means by which the Goods shall be carried or stored;
C Employ sub contractors If We subcontract the Work these Conditions will apply to the sub Contractor
D Extra fuel charges of 99p per mile apply when travelling outside the M25.
E Extra payment of £8 required if travelling through the congestion charge.
F Job arrival times are estimated. Although we do our best to be on time, circumstances out of our control may cause delays, we do not offer discounts for lateness.

8. OUR LIABILITY FOR LOSS AND DAMAGE TO THE GOODS:

A. You must note any visible loss, damage or failure to produce any goods at the time of delivery. Each van load is covered for loss or damage up to £35,000 of customers' belongings during transit; Kiwi Movers are not liable for the first £200.00 per claim. It is the responsibility of the customer to ensure extra insurance is arranged if required. For the purposes of this contract an item is defined as follows:
I. The contents of a box, parcel, package, carton or similar container; and
II. Any other object or thing that is moved handled or stored by Us.
B. We will disconnect and reconnect dishwashers, washing machines, dryers and other electrical appliances, except fittings and fixtures. We take no responsibility if these do not function correctly on reconnection, unless there is visible physical damage to the item resulting from the move.
C. Kiwi Movers will pay you up to a maximum of £25 for any broken glass covers on pictures.
D. We will dis-assemble and re-assemble IKEA, flat pack furniture or custom made furniture. We take no responsibility if these do not function correctly on re-assembly, unless there is visible physical damage to the item resulting from the move. For specialist items we recommend contacting the manufacturer or place of purchase.

9. LIMITS OF LIABILITY FOR DAMAGE TO PREMISES

If We are negligent or in breach of contract or otherwise responsible for causing loss or damage to Your premises We will pay You either;
A the cost of repairing the damaged area to a maximum limit of £75; or
B up to a maximum of £75 on each premises.

10. EXCLUSIONS OF LIABILITY

We shall not be liable for:
A loss or damage caused by fire
B loss or damage caused where Goods have been packed or unpacked by You or others;
C loss or damage caused by changes in atmospheric conditions including but not limited to dampness, mould or mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly attributable to an ingress of water caused by Our negligence or breach of contract;
D loss or damage caused by vermin, moth, or other infestation;
E loss or damage caused if Goods have any inherent defects or suffer from any inherent vice;
F Any claims resulting from difficulties or inability in obtaining, fuel or other supplies, war invasion, act of foreign enemy, hostilities (whether war be declared or not) terrorist acts, civil war, rebellion, revolution, insurrection, military or usurped power or civil commotion of any kind;
G. Any claims for loss of, use, amenity, enjoyment, profits, or any other indirect or consequential loss that was not in contemplation or brought to Our attention in writing at the time this contract was made.

11. TIME LIMITS FOR REPORTING CLAIMS

You must note any visible loss, damage or failure to produce any goods at the time of delivery. We accept no responsibility for loss or damage to property after a job is complete and payment is received – the Kiwi Movers office must be informed on the day of the move.
B for Goods removed from Our premises by anyone other than Us - at the time the Goods are handed over;
C for damage to premises - at the time of delivery of Your Goods by recording such damage on the delivery sheet.

12. IF OUR CHARGES ARE NOT PAID

A If Our charges are not met in full on the due date interest will be payable at 5% above the base rate of HSBC plc on all monies outstanding. Failure to pay within 7 days will result in proceedings through the County Courts to recover the full amount outstanding plus interest and any associated court or administration costs.
B If Our charges are not paid, any Goods in Our possession or custody will be removed to store and retained until payment is made. We shall be entitled to charge for storing these Goods. Any costs incurred in removing them to or from store will be met by You. All charges must be paid in full before the Goods can be released
C LIEN ("Lien" means the right to hold property until a debt is paid in full). We shall have a general or particular lien upon all Goods in Our possession for all money You owe Us or for expenses incurred by Us and for payments We make on Your behalf. If some of the Goods have been delivered, removed, dispatched, or sold, the general lien shall apply to any Goods that remain in Our possession. We shall be entitled to charge warehouse rent and all other expenses whilst We maintain a lien on the Goods, all these Conditions shall continue to apply to them.
D END OF AGREEMENT/POWER OF SALE In the event of more than twelve weeks rental being outstanding We may give You 30 days written notice requiring You to remove all Goods from Our care, control or custody and pay all debts due. If You do not remove the Goods We may sell or otherwise dispose of all or part of them without further notice. Any proceeds of sale will be credited to Your storage account or against any other payments due to Us from You. You will be responsible for any costs incurred by Us in selling or disposing of the Goods. Any surplus proceeds will be paid to You without interest.
13. SETTling DISPUTES
If a dispute arises under this agreement in the United Kingdom that cannot be resolved it maybe referred by either party to the County Court.

14. STORAGE: ADDITIONAL CONDITIONS

A Registered address: You must provide an address to which all communications are to be directed and shall notify Us in writing of any change. ALL communications to You will be treated as having been duly served and received 3 days after posting by first class post if sent by post to the registered address or the address from which the last communication was received by Us; or if there is no registered address service will be effected by publication in a newspaper circulating in the area from which the Goods were removed. If We are unable to contact You at the address advised, You will be responsible for all costs we incur in establishing your whereabouts.
B Inventory: If We provide an inventory or receipt for Goods it need not state the contents of any article, suite, case, bundle, package or other container. The inventory or receipt shall be final except for any specific item which You may point out in writing within seven days of receiving the inventory No claim may be made in respect of any item not described in the inventory or receipt
C Revision of storage charges: Storage charges are subject to revision and You will be notified of any increase in writing 30 days before the increase comes into effect.
D Termination by Us: If payment due from You is not in arrears We may end this Agreement by giving You 30 days notice.
E Termination by You: You must give Us at least 5 clear working days notice in writing. If We are able to agree to the release of Goods earlier
Form P0056 Inland Domestic Terms and Conditions for Removals and Storage (April 2009)
F Three working days notice is required to access/remove items in containerised storage (self storage excluded) and there is a £10 access charge.
15. ACCEPTANCE OF TERMS AND CONDITIONS
By providing any card details you are accepting ALL of Kiwi Man and Van Ltd Terms and Conditions.
© Kiwi Man and Van Ltd 2010