



# Here's the legal bit

## Shift-it house clearance Man and Van– Terms and Conditions

### **Basis of sale**

The whole of the agreement between the customer and Shift-it house clearance van and man shall be set out in these terms and conditions to the exclusion of all other terms and conditions.

The following terms and conditions outline the rights, obligations, and responsibilities of all 'parties' to this agreement; The parties being the 'customer' and Shift-it house clearance van and man', and its affiliates, employers, agents or subcontractors with whom clients are entering into a contract.

The usage of the words 'you' and 'client' refers to the customer. The words 'we', 'us' and 'our' indicate that a reference is being made. 'Goods' and 'consignment' refer to Shift-it house clearance van and man the goods being delivered. Decanterd . Removed

Shift-it house clearance van and man is dedicated to providing a stress-free and reliable service to our customers. For this purpose, and to safeguard the interests of our clients and us, we recommend that you go through the terms and conditions that follow.

Should you have any questions, please feel free to call or write to us and a member of our team will be happy to assist you.

### **Arrival Time:**

While Shift-it house clearance van and man pays utmost importance to punctuality, at times circumstances beyond our control prevent us from arriving at a pickup location

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following (a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (b) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (d) impossibility of the use of public or private telecommunications networks.

**Arrival Time:** Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event . offered for unpunctuality cation on time.

We do not accept responsibility for losses incurred by customers as a result of pickup or delivery delays beyond our control. Compensation or refunds are not Events outside our control

### **Quotations and Pricing:**

Although a signed quotation along with the entire terms and conditions represents the agreement between both parties, it does not initiate a contract until a confirmation text has been sent to the customer's mobile stating that we are available and willing to offer our services on the requested time and day. Such a confirmation text is generally sent to clients upto One hour of receiving acceptance of our quotation.

Each quote is given as a fixed amount after calculating the estimated hours Shift-it house clearance van and man will be used. While the price on the quote is fixed, it can change if certain 'circumstances' or 'additional expenses' were omitted while preparing the quote. Below is an explanation of these:

- Customers are required to reserve a parking space close to the pick-up and delivery location. If our van driver receives a ticket because parking wasn't arranged, the customer must pay the amount on the ticket to our driver.
- If the consignment is to be collected from or delivered to floors other than the ground floor and this was not discussed while the quote was being prepared, additional charges will be added to the invoice.
- We must be informed if multiple journeys or other routes are to be taken (in cases where more than one pickup or drop is to be made). Multiple drop locations may result in customers paying an additional fuel charge up to £10 per .each via or destination.
- If access to the pickup and delivery point is limited, making the collection and delivery of the goods difficult and therefore increasing the actual time taken to make the transfer, charges will be added for the extra time.
- Delays caused by clients for reasons such as our drivers being asked to wait as they are not ready, parking not arranged, customers lost keys, packing incomplete and other unforeseeable circumstances not mentioned here will result in an increase in cost.

Each job is unique and for this reason, any other unplanned expenses that arise because of the nature of the job must be borne by the customer.

### **Payment:**

All payment need to be paid in full before completion on Delivery or clearances under £100.00 all amounts above £100.00 within 7 days

### **Works that we do not undertake:**

Unless previously agreed in writing, we do not:

- Dismantle electrical devices.

- Remove or lay floor coverings.
- Use lofts to move goods.
- Use ropes to let items down (e.g. – sofas, pianos, tables, cupboards).

### **Works that we do not undertake:**

- We do not deal with pianos if happens it needs to be moved through staircases.
- Carry items that require to be transported in a controlled environment.
- Transporting waste that will dirty our vans, making them unsuitable to be used by the next customer.
- Carry currency and high-value items such as jewelry, watches, precious materials etc.
- Remove doors or make new entrances to premises.
- Work in pickup or drop locations where the paint is still wet.
- Undertake any works that our staff is not qualified or authorized to carry out.

### **Customers' responsibilities:**

While we do our best to ensure that our customers' moves are trouble free and as comfortable as possible, there are certain expectations from customers.

- Customers are required to pack their goods properly. We cannot be held accountable for damages or breakages caused due to poor packing.
- It is up to the customer to determine whether the goods being delivered will fit in the delivery location. It has been observed that upon reaching the destination, at times, items such as sofas, beds, wardrobes, do not fit in the space available. In cases such as these, we are unable to remove doors or make modifications to the premises to accommodate these items.
- It must be noted that insurance does not cover damages caused because goods were forced in places too small for them. E.g. – a wardrobe being damaged because it was being squeezed through a door that wasn't large enough for it.
- Customers are required to be ready for the driver. Delays on the customers part will cause the final bill to increase. These delays could happen because an incorrect address was given, packing was incomplete, keys were missing, the customer didn't reach the pickup location on time etc.
- Clients must Reserve the closest parking space to the exit door of the pick-up and delivery location. They can do so by calling the council to request a 'parking suspension'. If our vans are getting a ticket because parking wasn't arranged beforehand, the customer will have to pay the driver the amount of the ticket.
- Clients are responsible to obtain necessary licenses or documentation required to transport their goods, for example, motorbikes need to have a logbook with it if happens it was the only item need moving.
- It is the customer's responsibility to report any damages to their goods while the driver is with them so that he can log a complaint and take photographs of the breakages.
- Clients must defrost fridges and freezers.
- You shall provide our employees with free and safe access to the location on the premises from where the rubbish is to be removed.
- Customers must ensure that no item that was to be decanted is left behind in error. If an additional trip is to be made because some items were left behind, customers will have to bear the cost of the trip.
- If customers hire our vans to go to their recycling centers (which we do not agree to in most cases), it is their responsibility to obtain the necessary 'waste disposal licenses' or check whether they need one from the respective centres. Any fee charged by the centre will have to be borne by the customer.
- To avoid accidents, customers are requested to keep children away when goods are being carried.

- Customers are required to make payments as stated in the contract, including expenses incurred by us on their behalf. If customers are unable to make or refuse to do so, we have the right to hold and ultimately dispose of their goods unless payment has been made in full. All storage charges incurred because of goods being held will have to be borne by the customer.
- We do have a daily late payment fee of £5 for any jobs that not get paid within 7 days of completion day.

### **Insurance:**

“**Public Liability Insurance**’ protects against claims of property damage or injuries that a third party suffers as a result of business activity. Our excess for Public Liability Insurance is £500 (This is payable by the customer, not Shift-it house clearance van and man

### **Limitation of liability**

Clearance works :Due to the nature of the service we cannot guarantee that no damage to property will occur during the clearance process. The customer should inspect the working area once our clearance is complete and notify the clearance team of any damage before the team have left the site. If the client is not present on site upon the completion of the clearance . Any such damage must also be notified in writing to Shift-it House clearance Van and man within 7 days of completion of the site clearance. and an appropriate course of action can be taken. We will not accept liability for any damage that is not notified to us within this time frame .

### **Limitation of liability**

House / item moves :The customer should inspect the working area once complete and all items that shift-it house clearance van and man Has decanters from one location to the items new location and notify the team of any damage before the team have left the site. So these issue can be documented and an appropriate course of action can be taken

### **Data protection**

We will only use the personal information you provide to us to provide the services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.

You acknowledge and agree that we may pass your details to credit reference agencies.

You acknowledge that we may share your data with any party listed in our registration as a data controller in full compliance with all aspects of the data protection act.

### **Traveling in the Van:**

it is no permissible by law for Shift-it house clearance van and man. To let customers accompany the Helpers and driver driver while They/ he delivers their consignments. Our vans have two passenger seats, (unless they have requested additional helpers, who will, in that case, occupy the additional seats) while their goods are being transferred.

**Cancellation:**

All cancellations must be made by email.

If customers decide against using our services and notify us more than 48 hours before the pickup time, 100% of the booking amount is refunded to them and there won't be any cancellation fee whatsoever.

Customers that notify us between 24 to 48 hours of the pickup time will be charged 50% of the booking amount.

Cancellations requested 24 hours before the pickup time will not be accepted. Customers will have to bear the entire cost of the booking.

We reserve the right to cancel or change any bookings. We also reserve the right, upon non-payment of a cancellation charge, to share your details with collection agencies and register your details with credit reference agencies.

**General**

This contract shall be governed by the laws of England and the Customer agrees to the exclusive jurisdiction of English Courts.

If any part of this agreement is in whole or in part shall be held to be unenforceable under any law or other provision or enactment, such a term shall be deemed only to that extent not to form part of this agreement but the remainder of terms shall not be affected and remain valid and enforceable.

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999. These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.

**If you need to complain:**

Shift-it house clearance van and man it is our constant endeavour to provide the best House clearance man and van services in Norfolk and Suffolk . At times, however, you could feel that the service provided to you was not up to your expectations.

If due to any reason whatsoever, you are not satisfied with our services, we would like to hear from you. We will do our best to address your concerns. Please complain by Writing , calling or emailing us at:

**If you need to complain**

Neil Smith

Shift-it house clearance van and man

44Mallard way, Bradwell. Great Yarmouth. Norfolk .NR318LX

Phone : Neil Smith 07914418691

emailing us at [neilsmithshiftithouseclearance@gmail.com](mailto:neilsmithshiftithouseclearance@gmail.com)

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected

These terms and conditions of use are up to date as of 15-07-2023