

# Swiftly Removals

## TERMS & CONDITIONS PRIVATE CONSUMERS

### PREAMBLE

Swiftly Removals Terms & Conditions upon which Swiftly Removals provides the services to a Private Customer (further Consumer).

Swiftly Removals believes that a committed and transparent attitude will lead to strong bonds in business. Our most sincere advice to our future Clients is to read these terms and conditions carefully prior submitting a Booking to us, as these terms encompass, but are not limited to, establishing who Swiftly Removals is as the Company, what services are provided by us, what services are provided by our Partners and lastly these terms are a legal Agreement between you as the Consumer and Swiftly Removals and between the Client and our Partners.

We are **SWIFTY SOLUTIONS LIMITED**, a company registered in England and Wales. Company's number 09189023, the company's office is based in 1A Balfour Road, Ilford, IG1 4HP.

### Contact details:

- (a) telephone: 02080042223;
- (b) post: Swiftly Removals, Heron Mews House, 1A Balfour Road, Ilford, IG1 4HP;
- (c) email: [info@swiftysolutionsltd.com](mailto:info@swiftysolutionsltd.com);
- (d) website: <http://swiftysolutionsltd.com/>

### 1. DEFINITIONS AND INTERPRETATIONS:

**Additional Domestic:** Domestic services provided within the United Kingdom and including ferry or water crossing;

**Swiftly Removals/Our/Us/We:** Indicates **Swiftly Removals as part of Swiftysolutions Ltd**;

**Swiftly Removals Quote:** The quote given to our Customers by Swiftly Removals in accordance with clause 2.2(a) in conformity with any other potential charges;

**Swiftly Removals Site:** Refers to our website, which can be found at <http://swiftysolutionsltd.com/>

**Basic Compensation Cover:** Cover up to a total of £30,000, including for fire & full theft (full theft is the theft of all of your goods that Our Partners are transporting); and is limited only to the goods which has been evaluated over £500.00 at the time of the service provided. Therefore, the Customer is obliged to fill out the form and disclose all goods separately which its market value at the time of the service is valued over £500.00.

**Booking:** The acceptance of Customer's submitted Booking Request by Swiftly Removals;

**Booking Request:** The process of filling in the online form, which expresses the Customers intent to order the service/s by setting out data;

**Booking Request Form:** The form titled as the “Booking Request Form” on the Swifty Removals Site which is completed and submitted by the Client to Swifty Removals presenting us with the information needed to offer the Customer service/s Quote;

**Business Customer:** The ones who enter into this agreement for provision of the Services in respect of their business, trade, craft or profession;

**Comprehensive Inventory List:** A full and complete list of all commodities and/or inventory to be conveyed by Swifty Removals or Our Partners;

**Agreement:** Upon acceptance of Customer’s Booking Request, Swifty Removals commits to provide the Client with a Quote, which is confirmation of the offer and for the Costumer to accept it. The Client will be guided to proceed with a Payment Option which subsequently will construe the legal Agreement between the parties;

**Disclosed agent:** Swifty Removals acts as an agent for One of its Partners who will potentially carry out the Services agreed for the Client. Swifty Removals therefore is not to be held principal in those occasions.

**Domestic:** Domestic services provided within the United Kingdom but excluding any travel which includes crossing water (including any ferry crossing);

**Service Charges:** Shall have the meaning given to it in clause 4 of these Terms & Conditions;

**International:** Services outside or which cause our partners to provide any part of the Services outside of the United Kingdom;

**Insurer:** The insurance company;

**Job Number:** Upon Confirming your Booking Request, Swifty Removals will assign the Client a Moving Number allocated to your Booking;

**Job Sheet:** The job sheet provided as confirmation that the Service/s was completed, and Service/s were provided to a satisfactory standard;

**Partner/Partners:** Swifty Removals Partners as outlined in these Terms;

**Price:** Acceptance of a specific Price Option together with any agreed amendments;

**Private Customer:** Private Customer who enters into an agreement for the provision of the Services, wholly or mainly for their own personal purposes;

**Services:** The services provided in accordance with these Terms;

**Terms:** These Terms and Conditions on which Swifty Removals (and Our Partners) deliver Our Services to our Customers;

**Urgent Booking:** A Booking made with less than 48 hours’ notice;

**Van Size:** This refers to the option on the Booking Request Form, which allows the Costumer to choose the size of van required to transport the goods based on their own calculations, this is opposed to or in addition to a Comprehensive Inventory List;

**Volume Size:** This refers to the option on the Booking Request Form, which allows the Customer to choose the volume of the goods due to be transported, in cubic meters or cubic feet, as opposed to or in addition to a Comprehensive Inventory List;

**Wait Time:** 15 minutes.

## **2. CONSTRUCTION**

### **2.1 Private Customers.**

- 2.1.1 Only individuals submitted the Booking and being confirmed as the Private Client entitled to enter into the Agreement with Swifty Removals and only in conformity with these Terms and Conditions. The Client agrees that these terms lay the grounds for Swifty Removals to act as a Disclosed agent on Client's behalf for Our Partners and Swifty Removals will be entitled and authorised by our Client to enter into such Agreement with our Partners and act as the Disclosed agent. The terms of this Agreement set out Client's relationship with Swifty Removals and/or with Our Partners.
- 2.1.2 Swifty Removals would introduce the Client's enquiries to Our Partners enabling them to provide the Client with the best Price and Services possible. Entering into agreement, the Client acknowledges that these Terms & Conditions sets the rules which are to be complied with.
- 2.1.3 Accepting that Swifty Removals acts as an agent for Our Partners and by entering into this Agreement with Swifty Removals it will create a contract between Client and Swifty Removal's Partner (Partner Contract). The Partner Contract referred to in this clause 2.1.3 is for the provision of Services as set out in these Terms and the Client acknowledges and accepts that the Partner Contract will be between the Client and the Partner. Hence, Swifty Removals is not a party to the Partner Contract other than as expressly provided in these Terms. The Client also accepts that Swifty Removals are solely accepting the Booking on the Client's behalf and undertaking the Services, which they are expressly bound to provide under these Terms. Swifty Removals will ensure that Our Partners are also bound by these Terms that relate to them in the Agreement.
- 2.1.4 The Client confirms and accepts that Swifty Removals may provide transportation (moving) services to Private Customers as well as referring the Booking to Our Partners and acting as an agent (and intermediary) between the Client and Our Partner.

### **2.2 The Swifty Removals Quote.**

- 2.2.1 Swifty Removals will supply the Client with a Price which shall reflect the information provided by the Client on the Bookings completion.
- 2.2.2 Swifty Removals will accept Booking amendments up to 48 hours prior to the date that Services are required. However, the Client may incur additional charges in relation to such changes. If, on arrival at the address provided by the Client, the Partner will not be able access to the premises and will not be able to contact the Client by telephone (number provided by the Client on the Booking Request Form), the Partner shall be entitled at its discretion to terminate the Agreement of the Services and/or cancel the Services if the Client cannot be contacted and access is thus not acquired within the Wait

Time. In those cases, the Client will not be entitled to receive a refund and any sums due to Swift Removals for Services that the Client has not yet paid for shall become immediately due and payable.

- 2.2.3 For any amendments made less than 48 hours prior to the date that Services are due to be carried out and if, and only if, we are able to aid these changes, the Client will be liable to cover any additional charges.
- 2.2.4 Additional charges may apply if the Services required and the Services subsequently booked differ upon the arrival of the Partner.
- 2.2.5 If the Services required are materially different to those in the Booking Request Form, the Partners shall have the right to terminate the Agreement.
- 2.2.6 Fees or taxes payable to any government bodies (if moving goods abroad), customs duties or port storage charges are not included in your quote. Swifty Removals is not held liable for such costs.
- 2.2.7 Any additional charges incurred by the Client under these Terms if not already paid for by the Client shall be due and payable 5 days from the date that the Services were provided.
- 2.2.8 If the Client has any questions or wishes to discuss any of the additional charges referred to in this clause is welcome to contact our Customer Care Team to address the matter.

### 2.3 If the Booking Request is rejected

- 2.3.1 In the case Swifty Removals is unable to find a Partner who will undertake the Services, or such Partner rejects to accept the Client's Booking Request, the Client will be notified immediately in writing or by telephone. Swifty Removals commits to use its reasonable endeavours finding another Partner to undertake the Services on the Clients behalf. Accepting your Booking Request is at Swifty Removal's and / or its Partner's discretion.

### 2.4 Client's Job Number.

- 2.4.1 Upon confirming your Booking Request, Swifty Removals assigns and notifies the Client of the Reference Number allocated to Client's Booking (order number). The Client is kindly asked to quote the Reference Number at all times when contacting Swifty Removals for any matter.

## **3. SERVICES AND CONTACTING THE CLIENT**

### 3.1 Booking

- 3.1.1 Swifty Removals commits to supply the Client with the Price depending on the Client's requirements set out in the Booking Request Form. The information set out in the Booking Request Form is used to calculate the potential Price therefore, any deviation or alteration made in the Booking Request Form may potentially alter the submitted Price. Accepting the Price and supplying Swifty Removals with payment details establishes an agreement between the Client and Swifty Removals and Our Partner (Agreement), which grants Us an authority to confirm to the relevant Partner that the Client has accepted the Price and that they will undertake the Services for the Client at the agreed Price.

### 3.2 Services.

- 3.2.1 As agreed, The Partner should arrive at the address provided by the Client and on the date and time agreed in your Booking or any other subsequent date and time notified by the Client to Swifty Removals and obtained confirmation to such change. Please note that any proposed change to the date and time that the Services are to be provided may result in a change to the Price.
- 3.2.2 The Partner will only load and deliver the goods agreed in the Comprehensive Inventory List. Neither Swifty Removals, nor the Partner is liable for goods loaded that were not included in the Clients Comprehensive Inventory List or for any miscalculations in relation to Volume Size or Van Size on your Booking Request Form.
- 3.2.3 All payments could be paid to Swifty Removals, or to Our Partners, as they are authorised to accept direct payments made by the Clients. On booking submission, the Client will have to pay at least 15% of the Price as a deposit confirming the Booking and the outstanding balance would be payable on completion of the Service. Payments regarding any changes to the Booking especially made on the same day the Services were undertaken also are to be paid.
- 3.2.4 The Partner will attempt to deliver your commodities in the same condition they were in when packed or made ready for transportation. If the Partner fails under this clause 3.2.4 please see clause 8 for information on liability for loss or damage. If the Client (acting reasonably) believes that damage to the goods has been caused by the Partner's negligent actions or omissions, the written notification including genuine evidence of the damage and loss of value is required within 48 hours of the Services being completed. Outside of this time frame, neither Swifty Removals nor the Partner is liable. Our liability and that of Our Partner is determined in accordance with clause 8.
- 3.2.5 The Price encompasses moving costs, staff costs and fuel unless otherwise agreed. Please review the Swifty Removals Site and/or contact our Customer Service for any additional details and prices of the services Swifty Removals may offer.

### 3.3 Services NOT provided by Swifty Removals

- 3.3.1 Any risks which may put Our Partners in danger or potential danger shall be withdrawn. The access to the property shall deem to be safe to carry out the services.
- 3.3.2 Without prior separate Agreement, Our Partners will not transport pets, animals or people.
- 3.3.3 If the service agreed requires specific training or skill and the Partners are not qualified, they are obliged to withdraw from the task.
- 3.3.4 Complying to the United Kingdom's Law, Our Partners shall not agree to transport any illegal, stolen or dangerous goods. This includes goods that may be reasonably considered as potential danger to the vehicles and/ or staff and any other assets or goods that require specialist knowledge or equipment to transport. The Partners are within their rights to destroy, dispose of and to charge the Client additional costs incurred should they transport any such goods without their knowledge. Swifty Removals and its Partners

commits to report if such goods have been transported to the relevant authorities, if the law imposes such obligations.

- 3.3.5 The Partners will only transport goods that require special licenses or government permissions if the Client has presented all the required documentation. Swifty Removals and Our Partners imposes the obligation on the Client to represent and warn prior entering into the Agreement about the transportations of such goods. Neither Swifty Removals nor its Partners will accept liability for loss or damage to any such goods and the Client will be liable for any loss suffered by Swifty Removals or the Partners for transporting such goods without prior written agreement of Swifty Removals or the Partner and/or without the knowledge. The Client commits to indemnify Swifty Removals in full for any charges, expenses, damages or penalties claimed against Us or Our Partners. Swifty Removals or its Partners may, at Our/the Partner's sole discretion, destroy or dispose of such goods for which Client will be liable for the costs.
- 3.3.6 Neither Swifty Removals nor its Partners will store any goods other than in accordance with clause 8.8 and clause 10 unless agreed by Swifty Removals in writing. Additional charges may apply for storage of goods and may vary depending on the duration.
- 3.3.7 The Partners shall not dismantle or assemble any furniture unless previously agreed in writing prior to or at the time of Booking or subsequently confirmed by Swifty Removals in writing.
- 3.3.8 The Partner shall not disconnect, reconnect, dismantle or reassemble appliances, fixtures, fittings or equipment; unless previously agreed in writing prior to or at the time of Booking or subsequently confirmed by Swifty Removals in writing.
- 3.3.9 The Partners shall not take up or lay any carpet or other floor covering.
- 3.3.10 The Partners shall not move planters and large outdoor pots unless agreed in writing prior to or at the time of Booking or subsequently confirmed by Swifty Removals in writing.
- 3.3.11 The Partners shall not move any aerials or satellite dishes unless agreed in writing prior to or at the time of Booking or subsequently confirmed by Swifty Removals in writing.
- 3.3.12 For the avoidance of doubt Our Partners shall not be committed to provide the Services for the Client in excess of 9 hours per day. It is at their own discretion to choose to do so and subject to ensuring the safety and wellbeing of their staff and ensuring that they are only providing Services in accordance with relevant applicable law.

### 3.4 Additional Services

- 3.4.1 The Partners may supply additional services (which strictly must be booked through Swifty Removals) including but are not limited to; Comprehensive Insurance Cover (see clause 7), packing, disassembly and reassembly of goods, storage, enclosed transportation for vehicles and piano tuning. If the Client requires additional services, these must be booked in accordance with these Terms (as set out in clause 3).

### 3.5 The Service Provider

- 3.5.1 The Services shall be provided by Us or one of Our Partners. The Partners are approved and assessed by the Swifty Removals team for suitability and eligibility.

#### **4. SERVICES OTHER THAN IN THE GREAT BRITAIN**

- 4.1 This clause shall be applicable in addition to all Client's commitments undertaken in this Agreement.
- 4.2 The Client undertakes the responsibility to obtain all necessary documents, permits, permissions, licences and customs documents necessary to enable Swifty Removals undertake the Services required at their own cost.
- 4.3 Swifty Removals and Partners shall not transport any goods that require a special licence or government permissions for export and/or import. Please see clauses 8 and 8.4 for limitation of liability in such respect.
- 4.4 The Quote established by Swifty Removals shall encompass a time estimate for transit. Times may vary when goods are being transported. We commit to keep the Client updated with any material changes, however, shall not be held liable for any loss or damage which may occur as a result of delays in transit times, unless they are result of Swifty Removals or the Partner's negligence.

#### **CLIENT'S OBLIGATIONS**

- 4.5 By entering into this Agreement the Client must comply with the following commitments. If Client fails to comply with these obligations, neither Swifty Removals nor the Partner shall be held liable to the Client for any losses or damages incurred.
- 4.5.1 Client has guarantee that all goods due to be transported is Client's property and the Client is the owner of those goods, in the case that the ownership is anyone else's but the Client's he has to acquire legal and valid Owner's permission to transport them.
- 4.5.2 Client must provide Swifty Removals with a valid, current phone number and email address, enabling Swifty Removals communicate effectively. If these contact details alter, the Client must inform of such changes immediately. In order to provide high standard services, correct and precise addresses for pickup and delivery locations are mandatory.
- 4.5.3 Suitable parking arrangements for the Partner's vehicles shall be made by the Costumer, at his own expenses. These may encompass, but are not limited to, suspended bays, parking permits, width restrictions and parking distances from the Client's premises. The Client shall be liable fully to indemnify the Partner if fines or penalties are incurred as a result of the Client's failure to make set arrangements.
- 4.5.4 Client commits to advise Swifty Removals in advance of how many floors there are at both the pickup and delivery locations and if service lifts are available.
- 4.5.5 Client commits to establish accessibility information for both pickup and delivery locations as compulsory at the time of Booking. This encompasses, but is not limited to attic conversions, spiral staircases, door and window widths.
- 4.5.6 Client shall be present or represented upon collection, loading, unloading and delivery of the Client's goods.

- 4.5.7 Upon delivery Our Partner shall represent the Client with a Job Sheet, which shall specify what goods have been collected, transported and delivered. The identified by the specific Reference Number prescribed at the time of Booking. Client shall be asked to sign the Job Sheet as confirmation that the Services were provided to a satisfactory standard.
- 4.5.8 Fridge freezers must be defrosted (Swifty Removals nor its Partners are liable for their contents) and all other appliances must be completely dry with no residual fluid.
- 4.5.9 Client commits that all furniture is empty unless an additional packing service has been Booked.
- 4.5.10 Client commits to provide an accurate list of goods for transportation which is required (Comprehensive Inventory List). In the event that there are any amendments, they must be made when making the original Booking, if not this may inflict additional charges in accordance with clause 3.4. Or whilst making Booking, the Client selects the inaccurate Van Size or Volume Size which will result in goods exceeding the agreed Volume Size or Van Size and any additional charges incurred will therefore be covered by the Client.
- 4.5.11 All goods must be packed suitably prior to the Partner's arrival. A full packing service may be available to the Client at an additional cost. Please visit the Swifty Removals Site and/or contact our Customer Service for details relevant to the packaging service.
- 4.5.12 All payments must be made in accordance with this Agreement and all overdue payments will incur interest on a daily basis that is calculated at 3% per annum above the base rate of Barclays Bank plc.

## **5. CANCELLATION AND POSTPONMENT**

### **5.1 Statutory Cancellation Right.**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 are not applicable to service Agreements which provides services for the transport of goods on a specific date or period for performance.

### **5.2 Postponement & Cancellation by The Client**

The Client has a right to postpone or cancel the Agreement with prior written notification immediately. In the event that cancelation has been made over the phone, the Client will be issued written confirmation of the matter. The Client signing this Agreement agrees to cancelation and postponement charges which are as follows:

#### **5.2.1 Domestic**

5.2.1.1 When the Client books a Domestic Service and Swifty Removals Receives Notice in writing 48 hours before the date the services to be performed, no charge shall be paid by the Client. If the Client paid in full upon booking the Services, the Client will be entitled to a full refund.

5.2.1.2 In the event if the Client booked a Domestic Service and gives a written Notice to Swifty Removals less than 48 hours before the date the services are to be performed, but not less than 24 hours, it will inflict a charge equal to 50% of the Price. And, if the Client has paid in full upon Booking the Services, the Client will be entitled to a 50% refund of the Price.

#### **5.2.2 International**

5.2.2.1 In the event when International Services or Additional Domestic Services are booked and Swifty Removals receives written cancellation Notice or

by phone no less than five business days before the date of the Services are due to be provided, there will be no charge to the Client. If the Client has paid in full upon booking the Services, Client will be entitled to a full refund.

5.2.2.2 In the event International Services or Additional Domestic Services are booked and Swifty Removals receives written cancelation Notice or by phone with less than five business days before the date of the Services are due to be provided, the Client shall not be entitled for any refund. If the Client has paid in full upon Booking the Services nothing will remain to be refunded.

5.2.3 In the event the Client postpones or cancels the Services (international and domestic) within 24 hours of the date that the Services are due to be provided, the Client shall be liable to pay full Price and the Client shall not be entitled to any refund.

5.2.4 In the event that the Client postpones the Services and immediately re-books, it is at the discretion of Swifty Removals whether We reduce or waive some or all of the charges referred to in this clause 7.2.

5.2.5 Any Urgent Bookings shall not be refunded if cancelled or postponed.

5.2.6 In the event that the Client postpones or cancels the Services and it results in any additional amounts owed to Swifty Removals, these shall be due immediately.

5.2.7 In the event the Client postpones or cancels the Services and has a dispute regarding a payment made to Swifty Removals, a charge pending or an issue relating to the Service, the Client commits to notify Swifty Removals immediately, but no later than 48 hours after the Services have been provided by contacting our Customer Services.

### 5.3 Cancellation by Swifty Removals or/and Our Partners.

5.3.1 If the Client breaches any term of this Agreement, then Swifty Removals and/or its Partner are entitled to terminate the Contract.

5.3.2 If the Partner is unable to perform the Services agreed upon Booking (or if We are unable to find an appropriate Partner to undertake the Services), whether through its own fault or as a result of something outside of Our control then Swifty Removals shall notify the Client as soon as possible in writing or by phone.

5.3.3 If the Client makes a Booking, Swifty Removals shall use its reasonable attempts to find an available Partner as soon as possible. If Swifty Removals is unable to do so, we are not in breach of this Agreement however, the Client will be entitled to a full refund.

### 5.4 Refunds:

5.4.1 If Swifty Removals or its Partner cancels the Agreement in accordance with clause 7.3.1, the Client shall not be entitled to a refund. But, if Swifty Removals or its Partner cancels the Contract in accordance with clause 7.3.2-3, then the Client shall be entitled to a full refund.

5.4.2 In the event Client cancels the Agreement in accordance with clauses 7.2.1, 7.2.2 or 7.2.4 any money that is due to be refunded to the Client will be transferred within 14 working days of our Customer Services prior receiving a written request for a refund. Swifty Removals requires confirmation of the Client's bank account details within five days of submitting the request to us

by email. The request must be submitted no later than seven days after the date when notification that the Client is cancelling the Agreement was sent.

## **6. LIABILITY FOR LOSS OR DAMAGE**

6.1 Swifty Removals shall have no liability to the Client or for any loss or damage to any of Client's goods or premises or any other loss suffered by the Client arising out of the Agreement.

6.2 The Partner is liable for damage to the Client's goods and/or premises subject to Client's producing satisfactory evidence that the damage was caused by the Partner and not by the Client or a third party. Partner's liability to the Client is limited as follows:

6.2.1 If the Partner damages premises or property other than the goods they are contracted to transport as a result of their negligence or breach of the Agreement, they are only liable for repairing the damaged area. This liability is in accordance with the limitations of the clause.

6.2.2 The Partner is not liable for any damage caused to any premises or goods if the Client has ignored Swifty Removal's or the Partner's advice in relation to the Services.

6.2.3 Client commits to advise Us by email or phone, no later than 48 hours after completion of the Services if any damage is caused to the premises or to the Clients goods upon the collection, transportation or delivery. Swifty Removals nor the Partners are liable outside of this time unless otherwise provided by law.

6.3 Neither Swifty Removals nor its Partners are liable for:

6.3.1 Damage caused as a result of the Client's actions and/or the breach of these Terms;

6.3.2 Perishable items, including but not limited to food and drink;

6.3.3 Damage caused by mouse or vermin or any other infestation;

6.3.4 Damage caused by fire;

6.3.5 Damage caused to any furniture packed and/or unpacked by The Client or a third party;

6.3.6 Normal wear and tear;

6.3.7 Goods loaded and/or unloaded against Our or the Partners advice;

6.3.8 Damage to any goods or premises not caused by Us or the Partners;

6.3.9 Damage to goods or premises caused by the Client or a third party when packing, loading or unloading them on and/or off Our vehicles or otherwise;

6.3.10 Swifty Removals Partners do not transport live animals or plants unless agreed and appropriately organised upon Booking. Swifty Removal's Partners are not liable for any harm caused to live animals or plants transported without Our knowledge;

6.3.11 Damage to the Clients electrical goods (unless Client can provide us with evidence that such damage was as a result of the Partner's negligence);

6.3.12 Loss incurred if any of the Client's goods were already damaged or had an inherent defect;

6.3.13 Damage if any of the Client's goods are susceptible to damage including but not limited to breakage, internal spoilage, leakage and malfunctions;

6.3.14 Damage to any collections or documentation including but not limited to stamps, coins, gemstones, share certificates and deeds to properties;

- 6.3.15 Personal items including but not limited to jewellery, handbags, clothes and hats, unless properly packed and included in the Comprehensive Inventory List;
  - 6.3.16 Business loss whatsoever if the Client is a Private Customer;
  - 6.3.17 Loss or damage which occurs after the goods have been delivered to the Client or Client's representative;
  - 6.3.18 Loss or damage not caused by Swifty Removals or Our Partners, employees, subcontractors or agents;
  - 6.3.19 Loss which is not reasonably foreseeable;
  - 6.3.20 Damage caused to Costumer's goods which are held by Us or Our Partners in accordance with clause 8.9 and clause 10.
- 6.4 Transit Outside of the UK.
- 6.4.1 In the event the Client has established the will Services is to be provided outside the UK additionally to the liability provisions in clause 8.1 to 8.4 (inclusive), neither Swifty Removals nor its Partners are liable for any goods confiscated, seized, removed or damaged by any customs authorities or any other government agency unless such damage, confiscation, seizure or removal was as a result of Our Partner's negligence or breach of the Agreement.
- 6.5 Unforeseen events
- 6.5.1 Neither Swifty Removals, nor its Partners are liable for any damage or loss if any of the below occur:
    - 6.5.1.1 *Force Majeure*, including but not limited to flood, drought, earthquake or other natural disaster;
    - 6.5.1.2 Epidemic or pandemic;
    - 6.5.1.3 Acts of war, threat or preparation for war, riot, nuclear or chemical containment, change in the law or action taken by a government or public authority, collapse of buildings, fire, explosion or accident and any labour or trade dispute, strikes industrial action or lockouts;
    - 6.5.1.4 Delay in transit;
    - 6.5.1.5 Any events which can reasonably be considered outside of humans control.
- 6.6 Neither We nor Our Partners will exclude our liability for death or personal injury caused by Our or the Partner's negligence, fraudulent misrepresentation or liability which under the laws of England and Wales may not be limited or excluded.
- 6.7 None of Our employees or subcontractors other than the Partner who undertook the Services, are independently liable for any loss, damage, mis-delivery, errors or omissions under the Contract.
- 6.8 Delays in the Transit:
- 6.8.1 In the event of the delay of the transit or Swifty Removal's Partners are unable to deliver the goods for the reasons outside of the scope of their liability, negligence or breach of this Agreement, the goods may be stored at Swifty Removals discretion, which will may potentially inflict additional costs to the Client for the storage and redelivery.
  - 6.8.2 Swifty Removals shall provide the Client with an estimated time for collection and delivery based on information in Our possession. Times may vary due to events outside of Our control. Neither We nor Our Partner will be liable for any loss suffered by the Client as a result of this.

## **7. INSURANCE AND BASIC COMPENSATION COVER**

7.1 Basic Compensation Cover and Comprehensive Insurance Cover is provided by the Insurer.

7.2 Basic Compensation Cover is included in the Price. This provides:

7.2.1 cover up to a limit of £30,000.00 including fire and & full theft (full theft is the theft of all of your goods that Our Partners are transporting);

7.2.2 cover for the goods, which value at the time of the transportation is over £500.00;

7.2.3 Please see the Insurance Policy page on the Swifty Removals Site or ask for our Partner's Insurance Policy at the time service is carried out, as Insurance Covers may vary.

7.3 Customer shall not undertake or fail to take any action or permit anything to occur that would deprive the parties of the Insurance Claim or that enables the Insurer not to pay the claim under the Basic Compensation Cover and / or the Comprehensive Insurance Cover (if applicable).

7.4 Swifty Removals, its Partners and the Insurer shall not be liable in respect of any claim under the Basic Compensation Cover or the Comprehensive Insurance Cover if and to the extent that Client is entitled to make a claim under any other policy of insurance in respect of the matter or circumstance giving rise to such claim.

## **8. THE RIGHT TO WITHHOLD THE GOODS**

8.1 The Partners preserves the right to hold your goods (lien) until all money owed under this Agreement, including applicable interest is covered in full. This includes costs We have incurred for storage and all legal costs.

8.2 If full payment of any monies owed by the Client to Swifty Removals has not been received within 90 days, we shall be entitled to sell the goods or deal with them as We think reasonable and apply any proceeds towards recovery of the losses suffered.

## **9. COMPLAINTS**

9.1 Complaints regarding Our Services

9.1.1 If the Client has any complaints about Our Services, we do urge to contact our Customer Services who will endeavour to review any complaint and make any necessary actions within 7 days of the complaint being received.

9.1.2 Client has their legal rights to seek for any additional legal remedies if they wish so. We could refer our Clients is to visit the citizens advice website on [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call them on 0345 04 05 06 to seek for an advice on the matter arisen.

## **10. CLIENTS PERSONAL DATA**

10.1 Your personal data.

10.1.1 Swifty Removals shall use the personal data submitted by the Client as follows:

10.1.1.1 to introduce Partners to supply the Services to the Client and to provide the Services expressed as a commitment of Swifty Removals in these Terms;

10.1.1.2 to process the Client's payment for the Services;

10.1.1.3 if the Client agreed upon booking Our Services, to establish any information about similar services that We provide.

- 10.2 Please read our privacy policy to fully understand how we use and store Client's data.
- 10.3 We will only provide our Client's personal information to third parties where the law either requires or allows Us to do so.

## **11. ADDITIONAL TERMS**

- 11.1 Transferring This Agreement to Someone Else.
- 11.1.1 We may transfer Our rights and obligations under these Terms to another organisation. Swifty Removals will ensure that the transfer will not affect your rights under the Agreement.
- 11.2 Client may only transfer the rights or obligations under these Terms to another person only if Swifty Removals agree to this deviation in advance and in writing.
- 11.3 This Agreement is between the Client, Swifty Removals and Our Partner. No other person has rights to enforce any of its terms unless expressly provided.
- 11.4 Each clause of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses remain in full effect.
- 11.5 If We do not enforce these Terms immediately, or if the Client breaks the Agreement and We delay taking steps against the Client, that will not prevent Us taking steps against the Client at a later date.
- 11.6 These Terms are governed by English law and the Client can only bring legal proceedings in the English courts.