

# TLC Company - TERMS AND CONDITIONS

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the word “you” or “your” it means the Customer: “we”, “us” or “our” means TLC COMPANY in Oxford, as the circumstances require, TLC COMPANY or TLC Man and Van Oxford or TLC House Clearance Oxford and/or any of its subsidiaries with whom you are contracting. We recommend you arrange insurance to cover your goods and/or premises. We can arrange insurance for your benefit upon request, very importantly you must have this agreement in place. The insurance will be separate from this contract and subject to the terms and conditions of that policy. Your attention is drawn to Clauses 7, 8, 9, 10 and 11 which set out our liability to you for loss of or damage to goods and property.

Our clauses for Storage are from clauses 19 to 24.

## 1. Our Quotation

Our quotation, unless otherwise stated constitutes the entire agreement between the parties together with these terms and conditions but it does not include customs duties, port charges, ULEZ, CONGESTION and inspections or any other fees or taxes payable to government bodies or otherwise arising from the removal or introduction of your property into or out of the United Kingdom or any other jurisdiction. 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. These include:

- (a) You do not accept our quotation in writing within 28 days, or the work is not carried out or completed within three months.
- (b) Our costs change because of currency fluctuations or changes in taxation or freight, fuel, ferry or toll charges beyond our control.
- (c) The work is carried out outside our normal business hours (09.00- 19.00hrs) at your request.
- (d) If you collect some or all the goods from our warehouse, we are entitled to make a charge for handing them over.
- (e) We supply any additional services, including moving or storing extra goods (these conditions apply to such work).
- (f) 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.
- (g) We have to pay parking or other fees, fines or congestion charges in order to carry out services on your behalf.

(h) There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.

(i) Extra fuel charges apply when travelling outside the M25.

(j) There is a minimum charge of £150 for taking goods to a refuse/recycling centre (fees may be substantially higher). In any such circumstances, adjusted charges will apply and become payable.

## 2. Work not included in the Quotation

Unless agreed by us in writing, we will not:

(a) Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.

(b) Take up or lay fitted floor coverings.

(c) Move items from a loft, unless properly lit and floored and safe access is provided.

(d) Move or store any items excluded under Clause 5.

(e) Dismantle or assemble garden furniture and equipment including but not limited to- sheds, greenhouses, garden shelters, outdoor play equipment and satellite dishes.

Our staff are not authorised or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services.

## 3. Your responsibility

It will be your sole responsibility to:

(a) Arrange adequate insurance cover for the goods submitted for removal transit and /or storage, against all insurable risks as our liability is limited under clause 9.

(b) Obtain at your own expense, all documents, permits including parking or visitor permits or vouchers or relevant charge for the parking metres, permissions, licences, customs documents and any other documents necessary for the removal to be completed. This includes reserving a suitable parking place/suspension bay within close proximity of the property for our vehicle/s.

(c) Be present or represented during the collection and delivery of the removal. We are not responsible for any goods if the location or property is left unattended.

(d) Ensure authorised signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of goods.

(e) Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.

(f) Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.

- (g) Prepare adequately and stabilise all appliances or electronic equipment prior to their removal.
- (h) Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
- (i) Provide us with a contact address for correspondence during removal transit and/or storage of goods.

#### 4. Goods not to be submitted for removal or storage

Unless TLC COMPANY previously agreed in writing by Murturzur A, Keith P Knight, Farooq H, John W, then following items must not be submitted for removal or storage and will under no circumstances be moved or stored by us. The items listed below may present risks to health and safety and of fire.

(a) Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.

(b) Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.

(c) Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

(d) Perishable items and/or those requiring a controlled environment.

(e) Any animals, birds or fish.

(f) Goods which require special licence 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, interest or penalties incurred by us.

You are responsible for obtaining all permits, licences or any other documents required to transport your goods into another jurisdiction than England and Wales. We are not responsible for any loss of damage caused by failure to do so, including, but not limited to, the confiscation of your goods. Further, you will indemnify and hold us harmless in respect of any loss, damage or costs caused by your failure to obtain such permissions, including, but not limited to any fines.

#### 5. Ownership of the goods

By entering into this Agreement, you guarantee that:

- (a) The goods to be removed and/or stored are your own property, or

(b) 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.

(c) You will provide us with a full indemnity and pay us in respect of any claim for damages and/or costs brought against us if the statement in 5 (a) or (b) is not true.

## 6. Charges if you postpone or cancel the removal

By agreeing to undertake the removal or storage we incur costs in preparing for it and also lose the opportunity to undertake further work that would use the same resources. Because of this, we may suffer loss if you cancel this contract or postpone its performance.

The amount we will potentially lose will depend upon when the cancellation and/or postponement occur. 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 from Monday to Friday and excludes weekends and Public Holidays.

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

If less than 7 days before the removal was due to start: not more than 50% of the removal charge, If an hourly price was agreed then you must pay the minimum 2 hours removal fee.

Within 24 hours: 100% of the removal charge or if hourly price has been agreed then you must pay a minimum 2 hour fee.

## 7. Payment

### 1A. Deposit Payment:

- All deposits are non-refundable.
- TLC Company allows one (1) alteration for a change of date and time only.
- If any change of dates extends your move beyond 14 days, it will require a re-quote. This may result in an increased total quote due to cost-related factors."

Feel free to let me know if you have any further edits or questions.

**ANY FURTHER ALTERATIONS - CHANGES MADE MORE THAN ONCE - WILL RESULT IN ANY DEPOSIT PAID BEING \*FORFEITED\*.**

When payment is due, customers must pay the total outstanding amount less any initial deposit paid.

If alterations to the booking were made more than once, customers must pay the total invoice value. This will include the total outstanding amount PLUS a further payment of any forfeited deposit.

(a) Payment will fall due immediately upon acceptance of the contract or immediately upon arrival of the delivery address. It is your responsibility to ensure payment is secured before carrying out the unloading. If for whatever reason you are unable to pay on the day then you will incur a fixed charge of 10% of the grand total. Payment should be made either by bank transfer or in cash. We do not accept AMEX, cheques, telephone payments, card payments.

For all hourly removals the minimum hourly payment may be asked to be paid as a deposit. Otherwise you must pay in full in completion of job.

(b) You may not withhold any part of the agreed price, hourly rate.

(c) In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 2% per annum above the prevailing base rate for the time being of Royal Bank of Scotland plc.

(d) All discussions regarding payment must be with an authorised representatives of the Company namely : Keith Knight, Ali Murtzur or Farooq H, or Stuart Davis.

(e) There is a minimum period allotted for the removal or storage of two hours.

(f) VAT will be added to the cost of the removals or storage at the prevailing rate

(g) We reserve the right to set off any charges which might otherwise be due to you, any sums due to us from you in relation to the contract or any other contract between you and us.

## 8. Determination of amount of our liability for loss or damage

If you have requested us to arrange separate insurance cover for your goods, then you must exhaust all remedies available to you under the terms and conditions of that separate insurance cover before making any claim against us or seeking any remedy from us.

Otherwise, our liability to you is to be determined in accordance with this Clause 8 and Clause 10.

In the event of direct loss (excluding any consequential losses) of or damage to your goods caused by negligence on our part, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement, taking into account their age, wear and tear, depreciation and condition immediately prior to their loss or damage, subject to a maximum liability of £40 per item.

For the avoidance of doubt, all liability and compensation for loss shall be calculated as above and not on a "new for old" basis. We

will always seek to repair an item in the first instance in which case the damage will be limited to the repair costs. 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 will accept liability for loss or damage:

(a) Arising from our negligence 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.

(c) Where we engage an international transport operator, shipping company or airline to convey your goods, to the place, port or airport of destination, we do so on your behalf and subject to the terms and conditions set out by that carrier;

(d) If the carrying vessel should for reasons beyond the carriers control fail to deliver the goods or route them to a place other than the original destination, you may have limited recourse against the carrier depending upon the carriers terms and conditions of carriage. You may be liable for General Average contributions (e.g. the costs incurred to preserve the vessel) and salvage charges or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit cover.

An Item is defined as:-

The entire contents of a wardrobe, drawer, box, parcel, package, carton, or similar container; and any other object or thing that is moved, handled or stored by us.

## 9. Damage to premises or property other than goods

Because third party contractors are frequently present at the time of collection or delivery, our liability for loss or damage is limited as follows:

If we cause loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area or item for the maximum amount £50 ONLY.

If we cause damage as a result 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.

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.

## 10. Exclusions of liability

In respect of our liability, we will not be liable for loss of or damage to your goods as a result of non-delivery or mis-delivery, unless we have been negligent.

We shall not be liable for loss or damage caused by fire or explosion. It is your responsibility to insure your goods against fire or explosion.

We will not be liable for any loss of, damage to, or failure to produce the following goods:-

(a) Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones;

(b) Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination;

(c) Perishable items and/or those requiring a controlled environment;

(d) Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds;

(e) Any animals, birds or fish.

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:-

(a) 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, fires, flood, tempest or other adverse weather conditions, industrial action or other such events outside our reasonable control;

(b) Loss or damage arising from Chemical, Biological, Bio-chemical, Radioactive, Electromagnetic activity and or weapons and Cyber Attack;

(c) Perishable items and/or those requiring a controlled environment;

(d) Indirect or consequential loss of any kind or description including loss of profits; business interruptions; loss of contracts; or loss of revenue whatsoever and howsoever arising;

(e) 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;

(f) By vermin, moth, insects and similar infestation, damp, mould, mildew or rust;

(g) By cleaning, repairing or restoring unless we arranged for the work to be carried out;

(h) By change to atmospheric or climatic conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion or gradual deterioration unless directly linked to ingress of water;

(i) 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;

(j) 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 £100 or its actual value whichever is less;

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

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

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

(n) For any goods which have a pre-existing defect or are inherently defective;

(o) For any goods not delivered or mis-delivered;

(p) For complying with any acts, regulations, bye laws, orders or restrictions imposed by any government or authority (public or local); and

(q) Theft of any goods. No staff member shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under these terms. Our liability will cease upon handing over goods from our warehouse or upon completion of delivery.

## 11. Time limit for claims

For goods which we deliver, you must notify us in writing of any visible loss, damage or failure to produce any goods at the time of delivery- 7 days.

If you or your agent collects the goods, you must notify us in writing of any loss or damage at the time the goods are handed to you or your agent.

Notwithstanding clauses 9, 10 and 11 we will not be liable for any loss of or damage to the goods unless a claim is notified to us, or to our agent or the company carrying out the collection or delivery of the goods on our behalf, in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of delivery of the goods by us.

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.

## 12. Delays in transit

Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit. Without prejudice to the generality of the foregoing, we will not be responsible for delays in shipping transit of goods via sea.



Job arrival times are estimates only. We do our best to be on time, but circumstances beyond our control may cause delays. No discounts are offered. If through no fault of ours we are unable to deliver your goods, we will take them into store. The Agreement will then be fulfilled and any additional service(s) including storage and delivery will be at your expense.

### 13. Our Right to Hold the Goods (lien)

We shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all our charges and any other payments due under this or any other Agreement. 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.

### 14. Disputes

If there is a dispute arising from this Agreement, which cannot be resolved between the parties or by any Applicable Dispute Resolution Scheme, it may (without prejudice to any other claim procedures available to either party) be referred by either party to an Arbitration seated in London, England (within the meaning of the Arbitration Act 1996) where the case will be independently determined by an arbitrator agreed by the parties, or failing such agreement, nominated by the President of the Chartered Institute of Arbitrators of England and Wales.

### 15. Our right to sub-contract the work

We reserve the right to subcontract some or all of the work; in particular, but not limited to, the sub-contracting to a third party or parties the shipping of your goods via sea. If we sub-contract, then these conditions will still apply save to the extent that nothing in these terms and conditions shall confer on any other third party any benefit or right to enforce these terms and conditions.

### 16. Route and method

We have the discretion to choose the method and route by which to carry out the work. Unless it has been specifically agreed otherwise in writing in our Quotation, other space/volume/capacity on our vehicles and/or the container may be utilized for consignments of other customers.

If you stipulate the routes/procedures or facilities to be used and or followed, you will be liable for any loss or damage or other consequences resulting from our compliance or attempts to comply with such stipulations.

#### 17. Applicable law

This contract, and all disputes arising out of the performance of it, shall be governed by and construed in accordance with the laws of England. The parties submit to the exclusive jurisdiction of the English Courts to resolve any and all disputes in relation to this contract, including, but not limited to, its performance.

#### 18. Your forwarding address

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. 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.

#### 19. List of goods (inventory) or receipt

A list of goods (inventory) is not produced unless requested in writing. Where we produce a list of your goods (inventory) or a receipt and send it to you, it will be accepted as accurate unless you write to us within 10 days of the date of our sending, or a reasonable period agreed between us, notifying us of any errors or omissions.

#### 20. Revision of storage charges

We review our storage charges periodically. You will be given 30 days writing for any increases.

#### 21. Access to Storage

We do not allow customer access to our storage facility. If you are moving your goods with the assistance of another company then we would need prior notice to arrange for this to take place. We will require two (2) months notice for any ending storage or terminating your agreement. This must be covered.

## 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 three months notice, we are entitled to require you to remove your goods from our custody and pay all money due to us. If you fail to pay all outstanding amounts due to us, we may sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest. If the full amount due is not received, we may seek to recover the balance from you. If you fail to collect the goods from storage as agreed, we reserve the right to sell the goods. The net proceeds will be credited as above.

## 23. Termination

If payments are up to date, we will not end this contract except by giving you two months notice in writing. If you wish to terminate your storage contract, you must give us at least 2 months notice. If we can release the goods earlier, we will do so, provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect. We reserve the right to refuse, cease or to stop the job at any time if our staff are verbally or physically abused.

## 24. Validity and Severance

If any of these provisions is held to be illegal or unenforceable, in whole or in part, under an enactment or rule or law, then that provision shall to the extent necessary and insofar as permitted by law (i) be deemed not to form part of these terms and conditions; and (ii) be deemed to be replaced by such provision as is valid and enforceable and which is as close as permissible to the invalid or unenforceable provision. The validity and enforceability of the remainder of these Conditions shall not be effected. For the avoidance of doubt, although this contract is governed exclusively by the laws of England and Wales, if there are any mandatory rules of a foreign jurisdiction which are found to apply to this contract nonetheless, and if such mandatory rules render any provision of this contract illegal or unenforceable, then that provision shall to the extent necessary and insofar as permitted by the law governing this contract

(i) be deemed not to form part of these terms and conditions; and (ii) be deemed to be replaced by such provision as is valid and enforceable and which is as close as permissible to the invalid or unenforceable provision. The validity and enforceability of the remainder of these Conditions shall not be effected.

## 25. Variation of these Terms and Conditions

Variations to these Terms and Conditions may only be made in writing by a Director or the Financial Controller of TLC Company in Oxford, (email: [sales@tlccompany.co.uk](mailto:sales@tlccompany.co.uk)) & only by express reference to this provision.