

Tel: 01423 324948
Tel: 0207 1250182
Tel: 01904 360095
Tel: 0113 335 0079
Fax: 01423 324450



Container Stores
Unit 3
Langby Ind. Estate
Milby Road
Boroughbridge
YO51 9BW

David Dale Removals

International Removals & Storage

VAT Reg. No.: GB 169 4047 44

Lynette Lim
Lab Of Oscar Marin
Instituto De Neurociencias
CSIC & Universidad Miguel Hernández
Av. Ramón Y Cajal, S/N
Campus De San Juan
03550 Sant Joan D'Alacant
ALICANTE, SPAIN
Spain

European Quotation

Reference: D019623/Q1/AG
Date: March 25, 2014

Thank you for inviting us to quote for your forthcoming move.

Our quotation, and what it covers, is for a basic removal and is calculated by reference to the goods shown to our representative at the time of survey. A choice of additional services which you may have requested at the time of survey is also enclosed.

Origin:
Lab: (34) 965 91 9415 Lab Of Oscar Marin
Instituto De Neurociencias
CSIC & Universidad Miguel Hernández
Av. Ramón Y Cajal, S/N
Campus De San Juan

Destination:
Guy's Hospital Campus
London
SE1 1UL

Tel no: +34 695 881 407

Tel no:

Included in the basic removal:

Supplying cartons in advance of moving day for you to pack small/fragile items. We will blanket wrap all polished furniture to prevent scuffing in transit. This is a part load quote based on 3 cubic meters of space with flexible collection/delivery dates. We assume free parking within 25 metres for a large truck to load/unload.

We assume that all properties are ground & 1st floor unless clearly stated otherwise.

Basic removal charge:	£	575.00	Storage charge, per container, per week:	£	10.00
VAT @ 20.00%:	£	115.00	VAT @ 20.00%:	£	2.00
Total charge:	£	690.00	Total charge, per container, per week:	£	12.00
100 cubic feet by Road/Sea/Road			100 cubic feet - Estimated number of containers: 1		

This quotation and its acceptance by you are subject to our Terms and Conditions which are enclosed. We would particularly draw your attention to clause 3, 6 and 8 to 11 which cover your responsibilities, relevant charges if you were to postpone or cancel the removal and our liability to you in the event of loss or damage.

Our liability to you in the event of loss or damage to your goods whilst they are in our custody and control is restricted by clause 8.2 and 10 of our Terms and Conditions. For this reason we are able to extend our insurance cover up to £25,000 for your benefit as detailed on the enclosed Summary of Insurance Cover for an additional sum of £60.95 (inclusive of 6% insurance premium tax), subject to you declaring an overall value of your goods. For storage we are able to extend our insurance cover for your behalf for an additional sum of £1.06 per container, per week (inclusive of 6% insurance premium tax).

In pricing this work we have assumed normal access, that the property is not above ground and 1st floor and parking for a large truck is within 25 metres of your door, otherwise you may incur additional charges. Our quotation is valid for 2 months after which our charges may increase.

If you would like to accept this quotation, please telephone our office first to confirm availability of your preferred date(s) as no date(s) have been reserved for you even though we have submitted a quotation. Then complete the European Acceptance and Additional Services Acceptance forms, sign where indicated and return to us together with your deposit of £200.00.

Signed on behalf of David Dale Removals & Storage

This quotation is valid for the next 28 days.

Superb New Container Warehousing - Fully Alarmed - Inspection Invited
Weekly road services to France, Spain and Portugal

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Email: sales@daviddale.co.uk • Website: www.daviddale.co.uk
Partners: David Dale, Moira Dale, Neville Dale & Nigel Dale



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European Acceptance

Reference: D019623/Q1/AG
Date: March 25, 2014

I accept your quotation and agree to the conditions referred to, including 3, 6 and 8 to 11.

I acknowledge having received your full Terms and Conditions and I declare that I have full authority to enter into this contract. I also acknowledge that all charges are payable seven days in advance of the removal.

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Tel no:

Included in the basic removal:

Supplying cartons in advance of moving day for you to pack small/fragile items. We will blanket wrap all polished furniture to prevent scuffing in transit. This is a part load quote based on 3 cubic meters of space with flexible collection/delivery dates. We assume free parking within 25 metres for a large truck to load/unload.

We assume that all properties are ground & 1st floor unless clearly stated otherwise.

Basic removal charge:	£	575.00	Storage charge, per container, per week:	£	10.00
VAT @ 20.00%:	£	115.00	VAT @ 20.00%:	£	2.00
Total charge:	£	690.00	Total charge, per container, per week:	£	12.00
100 cubic feet by Road/Sea/Road			100 cubic feet - Estimated number of containers: 1		

I declare that the full value of the goods to be moved is £ __, __, __ and to be stored is £ __, __, __

☐ I accept the insurance cover offered for the sum of £60.95 (inclusive of 6% insurance premium tax) and I have declared the full value of my goods as requested above.

☐ For storage I accept the insurance cover for the sum of £1.06 per container, per week (inclusive of 6% insurance premium tax).

OR

☐ I do not require the insurance cover offered.

I understand that if I do not wish to take advantage of the insurance cover offered, or I fail to declare a value, then my entitlement will be limited in accordance with clause 8.2 and 10 of your Terms and Conditions.

☐ I would like to pay my charges by internet banking and have made full payment (or a ☐ £200.00 deposit) to the account shown on the Payment Details form.

☐ I would like to pay my charges by credit/debit card and I attach the completed Payment Details form for you to take full payment (or a ☐ £200.00 deposit), or I will telephone to provide my card details.

☐ I would like to pay my charges by cheque, and enclose full payment (or a ☐ £200.00 deposit).

Vacation is required on: __/__/__ by __:__. Keys to my new home will be available on: __/__/__ at __:__.
In pricing this work you have assumed normal access, that the property is not above ground and 1st floor and parking for a large truck is within 25 metres of my door, otherwise I am aware that I may incur additional charges.

My contact details during the transportation of my goods are:

Address: _____

Telephone: _____ Email: _____

Signed: _____ Name in capitals: _____ Date: __/__/__

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Additional Services Quotation

Reference: D019623/Q1/AG
Date: March 25, 2014

Below is a choice of additional services which you may have requested at the time of survey.
The prices include VAT, insurance and insurance premium tax where applicable.

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SE1 1UL

Tel no: +34 695 881 407

Tel no:

1. Additional INSURANCE COVER for goods valued in total at over £25,000 (premium: £2.00p per £1,000)	
2. Cancellation waiver fee to avoid charges under clause 6 payable on booking Removal dates.	
3. Supplying mattress bags for king size, double & single beds. included Free of charge	Included
4. We inventory & label all items with name & destination. Included Free of Charge	INCLUDED
5. Supplying portable wardrobes for your hanging garments Included free of charge	Included

This quotation and its acceptance by you are subject to the same Terms and Conditions referred to in the enclosed European Quotation form.

Signed on behalf of David Dale Removals & Storage

This quotation is valid for the next 28 days.

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Additional Services Acceptance

Reference: D019623/Q1/AG
Date: March 25, 2014

I accept your quotation and agree to the conditions referred to, including clause 3, 6 and 8 to 11.

I have crossed the services I do NOT require.

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Tel no:

- | | |
|--|--|
| 1. Additional INSURANCE COVER for goods valued in total at over £25,000 (premium: £2.00p per £1,000) | <input type="checkbox"/> |
| 2. Cancellation waiver fee to avoid charges under clause 6 payable on booking Removal dates. | <input type="checkbox"/> |
| 3. Supplying mattress bags for king size, double & single beds. included Free of charge | <u>Included</u> <input type="checkbox"/> |
| 4. We inventory & label all items with name & destination. Included Free of Charge | <u>INCLUDED</u> <input type="checkbox"/> |
| 5. Supplying portable wardrobes for your hanging garments. Included free of charge | <u>Included</u> <input type="checkbox"/> |

The total charge payable for the additional services I require is £ ____ . ____ . ____

Signed: _____ Name in capitals: _____ Date: ____ / ____ / ____

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Payment Details

All removal charges are payable seven days in advance of the removal in cleared funds.

If you wish to pay by credit/debit card please complete the following authorising us to take payment and return with your completed Acceptance:

Card Type:

Card Number:

Valid From: /

Expires End: /

CVV: (Your CVV is the last 3 digits that appear on the reverse of your card on the signature strip)

Card Holder:

Address:

Credit cards charged at 2.5%

Card payments will be taken as soon as received and once processed this form will be securely shredded. Alternatively you can telephone your card details through to us seven days in advance of your removal.

If you wish to pay by internet banking please make full payment using the reference D019623 to:

Account Name: David Dale Removals

Bank: Santander, Bridle Road, Bootle, Merseyside, L30 4GB

Account Number: 42956715

Sort Code: 09 - 06 - 66

Your Reference: D019623

IBAN: GB14 ABBY 0906 6642 9567 15

Branch ID Code (BIC): ABBY GB 2L

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Frequently Asked Questions

How much notice should I give my moving company?

This varies on the day you want to move. Fridays are often booked up first. Mondays and Tuesdays are the quietest days, in general 10 days' notice is enough.

Do you have insurance cover?

We have 2 types of Liability cover, Standard and Limited. Most household removals will have Standard Liability cover included automatically. If we are including Limited Liability cover this will be stated clearly in your quotation. The different levels of cover are stated clearly in clause 9 of our Terms & Conditions.

I am doing my own packing, what am I expected to pack?

In general if it will go in a box then put it in a box, this will protect it and the move will go smoother and quicker if you can box as much as possible. We bring hanging garment carriers for clothes on the truck on moving day. Sweaters, socks, underwear etc. can be left in chests of drawers, dressing tables etc.

What do I need to do in advance?

If you are packing then start in good time as to pack properly will take you longer than you think. If we are packing then please observe the following rules: Keep all personal items to one side, keys, driving license, passports, medication and anything required for your journey to your new home. Anything you wish to dispose of is better done prior to moving day.

Washing machines need to be disconnected and the drum secured. Fridges and Freezers need to be emptied and cleaned out thoroughly if travelling long distances. If moving locally then we will load them last and unload them first thus spending the shortest time without electrical power. Keep personal papers, passports, driving license and medication in a safe place ideally in your car so our staff cannot pack them in error. Arrange parking both at your current home and likewise at your new home. Our truck needs to park as close to your property as possible. If it rains or snows we do not want your furniture to get wet, likewise your move will be completed quicker if we can park close by. Our vehicles vary in size but generally 5 car parking spaces will be required. Items that are not to move must be clearly labelled, please tell all members of our crew what is not to move. This is your responsibility.

Payment

We ask for payment by cheque at least 7 days in advance, payment can be made 24 hours in advance of moving day by credit or debit card. We process debit cards free, credit cards are surcharged at 2.50% of payment value.

Environment

Please do not write on our cartons, use a felt tip pen to write on the sealing tape. When your cartons are empty please call our office and whenever possible we will try and collect and re-use. If you can correspond by email please do so as this also helps save the worlds resources.

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BAR Model Terms and Conditions

INSURANCE

Introduction

These conditions explain the rights, obligations and responsibilities of all parties to this Agreement. Where we use the word 'You' or 'Your' it means the Customer: 'We', 'Us' or 'Our' means the Remover. These terms and conditions can be varied or amended subject to prior written agreement. In Clauses 8, 9, 10, and 11 We limit or exclude Our liability for loss and damage. We recommend You arrange insurance to cover Your goods or premises. We are able to arrange insurance for Your benefit upon request. This insurance will be separate from this contract and subject to the terms and conditions of the policy.

1. Our Quotation
 - 1.1 Our quotation, unless otherwise stated, does not include insurance, cancellation/postponement waivers, customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies.
 - 1.2 Our quotation is valid for twenty-eight days from the date of issue. Unless already included in Our Quotation, reasonable additional charges will apply in the following circumstances:
 - 1.2.1 If the work does not commence within twenty-eight days of acceptance;
 - 1.2.2 Where We have given You a price including redelivery from store within our Quotation and the re-delivery from store has not taken place within six months from the date of the issue of the Quotation;
 - 1.2.3 Our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges beyond our control.
 - 1.2.4 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00-18.00hrs) at Your request.
 - 1.2.5 We have to collect or deliver goods at Your request above the ground floor and first upper floor.
 - 1.2.6 If You or Your agents request collection or access to Your goods whilst they are in store;
 - 1.2.7 We supply any additional services, including moving or storing extra goods (these conditions apply to such work).
 - 1.2.8 The entrance or exit to the premises, 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 container to load and/or unload within 20 metres of the doorway.
 - 1.2.9 We have to pay parking or other fees or charges (including fines where you have not arranged agreed suspension of parking restrictions) in order to carry out services on Your behalf. For the purpose of this Agreement parking fines for illegal parking, caused by Our negligence, are not fees or charges and You are not responsible for paying them;
 - 1.2.10 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
 - 1.2.11 We agree in writing to increase Our limit of liability set out in Clause 8.1 prior to the work commencing;
 - 1.3 You agree to pay any reasonable charges arising from the above circumstances.
2. Work not included in the quotation
 - 2.1 Unless agreed by us in writing, we will not:
 - 2.1.1 Dismantle or assemble furniture of any kind.
 - 2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
 - 2.1.3 Take up or lay fitted floor coverings.
 - 2.1.4 Move items from a loft, unless properly lit and floored and safe access is provided.
 - 2.1.5 Move or store any items excluded under Clause 4.
 - 2.1.6 Dismantle or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move paving slabs, planters and the like.
 - 2.2 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
 - 3.1 It will be your responsibility to:
 - 3.1.1 Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks as Our liability is limited under clauses 8.1 and 8.2.
 - 3.1.2 Obtain at Your own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.
 - 3.1.3 Pay for any parking or meter suspension charges incurred by Us in carrying out the work.
 - 3.1.4 Be present or represented throughout the collection and delivery of the removal.
 - 3.1.5 Where We provide You with inventories, receipts, waybills, job sheets or other relevant documents You will ensure that they are signed by You or Your authorised representative as confirmation of collection or delivery of the Goods.
 - 3.1.6 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
 - 3.1.7 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.
 - 3.1.8 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.
 - 3.1.9 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
 - 3.1.10 Ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them;
 - 3.1.11 Provide Us with a correct and up to date contact address and telephone number during removal transit and/or storage of goods.
 - 3.1.12 Arrange appropriate transport, storage or disposal of goods listed in clause 4.
 - 3.2 Other than by reason of Our negligence or breach of contract, We will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.
4. Goods not to be submitted for removal or storage
 - 4.1 Unless previously agreed in writing by a director or other authorised company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by Us. The items listed under 4.1.1 below may present risks to health and safety and of fire. Items listed under 4.1.2 to 4.1.7 below carry other risks and You should make Your own arrangements for their transportation and storage.
 - 4.1.1 Potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
 - 4.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, mobile telephones, portable media and computing devices, stamps, coins, or goods or collections of any similar kind.
 - 4.1.3 Goods likely to encourage vermin or other pests or to cause infestation or contamination.
 - 4.1.4 We shall notify you in writing as soon as practicable if any of the Goods, are in Our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests and under what conditions we would be prepared to accept such Goods or whether we refuse to accept them. Should we refuse to accept the goods We will have no liability to You.
 - 4.1.5 Perishable items and/or those requiring a controlled environment.
 - 4.1.6 Any animals, birds, fish, reptiles or plants.
 - 4.1.7 Goods which require special licence or government permission for export or import.
 - 4.1.8 Under no circumstances will Prohibited or stolen goods, drugs or pornographic material be moved or stored by Us.
 - 4.2 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 may apply for a court order to dispose of any such goods found in the consignment. You agree to pay Us any charges, expenses, damages, legal costs or penalties reasonably incurred by Us in disposing of the goods.
5. Ownership of the goods
 - 5.1 By entering into this Agreement, You guarantee that:
 - 5.1.1 The goods to be removed and/or stored are Your own property, or the goods are Your property free of any legal charge; or
 - 5.1.2 You have the full authority of the owner or anyone having a legal interest in the goods to enter into this Agreement and You have made the owner fully aware of these terms and conditions prior to entering into this Agreement and that they have agreed to them.
 - 5.1.3 If at any time following the implementation of this agreement to its

BAR Model Terms & Conditions - Insurance version

JANUARY 2014

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- termination another person has or obtains an interest in the goods You will advise Us of their name and address in writing immediately.
- 5.1.4 You will provide a full indemnity and pay Us in respect of any claim for damages and/or costs brought against Us if either statement made in 5.1.1 or 5.1.2 is untrue.
- 5.1.5 If You wish to transfer responsibility of this Agreement to a third party You must advise Us in writing giving Us their full name and address. We will issue a new agreement to them. Our Agreement with You will remain in force until We have received a signed agreement from the third party.
6. Charges if You postpone or cancel the removal
- 6.1 If You postpone or cancel this Agreement, We reserve the right to charge you a reasonable postponement or cancellation fee according to how much notice is given as set out below at 6.1.1 - 6.1.4. "Working days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.
- 6.1.1 More than 10 working days before the removal was due to start: No charge.
- 6.1.2 Between 5 and 10 working days inclusive before the removal was due to start: not more than 30% of the removal charge.
- 6.1.3 Less than 5 working days before the removal was due to start: not more than 60% of the removal charge.
- 6.1.4 Within 24 hours of the move taking place: not more than 75% of the removal charge.
- 6.1.5 On the day work starts or at any time after the work commences up to 100% of Our charges.
- 6.1 Cancellation/Postponement Waiver
If offered, and paid for in advance of the commencement of the services, we agree to waive the charges in Clauses 6.1.1, 6.1.2 & 6.1.3. Our agreement to waive the charges is conditional upon Us receiving written notice of Your intention to Cancel/Postpone no later than 17:00 hours on the preceding Working Day before Services commence. The Cancellation/Postponement charge will entitle You to only one Cancellation/Postponement.
7. Payment
- 7.1 Unless otherwise agreed by Us in writing, payment is required in full by cleared funds at the time of booking the removal or storage period. In default of such payment We reserve the right to refuse to commence removal or storage until such payment is received. Such advance payments are protected under the BAR Pre-Payment Protection scheme as detailed in the BAR Code of Practice.
- 7.2 In respect of all sums which are overdue to Us, We will charge interest on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.
8. Our liability for loss or damage
- 8.1 We do not know the value of Your goods therefore We limit Our liability to a fixed limit per item. The amount of liability We accept under this agreement is reflected in Our charges for the work. If You wish Us to increase Our limit of liability per item You agree to pay a higher price for the work stated in Condition 1.2.11 (Our Quotation).
- 8.2 Unless otherwise agreed in writing if we are negligent or in breach of contract We will pay You up to £40 for each item which is lost or damaged as a direct result of any negligence or breach of contract on Our part.
- 8.3 For goods destined to, or received from a place outside the United Kingdom:
- 8.3.1 We will only accept liability for loss or damage
(a) arising from Our negligence or breach of contract whilst the goods are in Our physical possession, or
(b) whilst the goods are in the possession of others if the loss or damage is established to have been caused by Our failure to pack the goods to a reasonable standard where We have been contracted to pack the goods that are subject to the claim.
- 8.3.2 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.
- 8.3.3 If the carrying vessel/conveyance, should for reasons beyond the carrier's 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 particular terms and conditions of carriage, and You may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) 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 insurance cover.
- 8.3.4 We do not accept liability for goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless such confiscation, seizure, removal or damage arose directly as a result of Our negligence or breach of contract.
- 8.4 For the purposes of this Agreement an item is defined as:
- 8.4.1 The entire contents of a box, parcel, package, carton, or similar container; and
- 8.4.2 Any other object or thing that is moved, handled or stored by us.
9. Damage to premises or property other than goods
- 9.1 Because third party contractors or others are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage, therefore Our liability is limited as follows:
- 9.1.1 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 only.
- 9.1.2 If we cause damage as a result of moving goods under Your express instruction, against our advice, and where moving the goods in the manner instructed is likely to cause damage, We shall not be liable.
- 9.1.3 If We are responsible for causing damage to Your premises or to property other than goods submitted for removal and/or storage, You must note this on the worksheet or delivery receipt as soon as practically possible after the damage occurs or is discovered or in any event within a reasonable time. This is fundamental to the Agreement.
10. Exclusions of liability
- 10.1 We shall not be liable for loss or damage caused by fire or explosion, unless we have been negligent or in breach of contract. It is Your responsibility to insure Your Goods. If You ask Us in writing to arrange insurance cover for You We will, provided You declare the full replacement value of Your Goods and pay the premium in advance.
- 10.2 We shall not be liable for delays or failures to provide the services under this Agreement as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.
- 10.3 Other than as a result of Our negligence or breach of contract We will not be liable for any loss, damage or failure to produce the goods as a result of:
- 10.3.1 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.
- 10.3.2 Moth, vermin or similar infestation.
- 10.3.3 Cleaning, repairing or restoring unless We arranged for the work to be carried out.
- 10.3.4 Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water.
- OR
- 10.3.5 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.
- 10.3.6 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.
- 10.3.7 For any goods which have a pre-existing defect or are inherently defective.
- 10.3.8 For perishable items and/or those requiring a controlled environment.
- 10.3.9 Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.
- 10.3.10 For items referred to in Clause 4.
- 10.4 No employee of Ours shall be separately liable to You for any loss, damage, mis-delivery, errors or omissions under the terms of this Agreement.
- 10.5 Where goods are handed out from store Our liability will cease upon handing over the goods to You or Your authorised representative (see Clause 11.1 below).
- 10.6 We will not be liable for any loss or damage caused by Us or Our employees or agents in circumstances where:
- (a) there is no breach of this Agreement by Us or by any of Our employees or agents
- (b) such loss or damage is not a reasonably foreseeable result of any such breach.
11. Time limits for claims
- 11.1 If You or Your authorised representative collect the goods, We must be notified in writing of any loss or damage at the time the goods are handed to You or Your agent or as soon as practically possible.

BAR Model Terms & Conditions - Insurance version

JANUARY 2014

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11.2 For goods which We deliver, You must give Us detailed notice in writing of any loss and damage within seven days of delivery by Us. We may agree to extend this time limit 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

- 12.1 Other than by reason of Our negligence or breach of contract, We will not be liable for delays in transit.
- 12.2 If through no fault of ours we are unable to deliver Your goods, We will take them into store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at Your expense.
- 12.3 Any transit times quoted by Us are estimated and based upon information known to Us at the time. Transit times may vary due to a number of factors outside Our control including but not limited to changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company and port congestion. We will advise You of any material changes to the transit times as soon as We become aware. We will not be liable for any loss or damage incurred by You as a result of delays in transit time unless directly attributable to Our negligence or breach of contract.

13. Our right to Hold the Goods (Lien)

"Lien" is the legal right of the remover to hold goods until the customer has paid all outstanding charges. We shall have a right to withhold and ultimately dispose of some or all of the goods if You fail to pay the charges and any other payments due under this or any other Agreement (see also Clause 23). 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 (including legal costs) reasonably incurred by Us in recovering Our charges and applying Our right of lien. These terms and conditions shall continue to apply.

14. Disputes

If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it to the low cost independent Alternative Dispute Resolution (ADR) scheme provided by the British Association of Removers (BAR). Under this scheme, the case will be determined by an accredited independent ADR organisation. Recourse to the independent ADR scheme is subject to certain limits, current details of which are available upon request from BAR, Tel: 01923 699486, Fax: 01923 699481, Email: consumer.affairs@bar.co.uk. ADR does not prejudice Your right to commence court proceedings.

15. Our right to sub-contract the work

- 15.1 We reserve the right to sub-contract some or all of the work.
- 15.2 If We sub-contract, then these conditions will still apply.

16. Route and method

- 16.1 We have the right to choose the method and route by which to carry out the work and the location in respect of storage.
- 16.2 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 utilised for consignments of other customers.

17. Advice and information for International Removals

We will use our reasonable endeavours to provide You with up to date information to assist You with the import/export of Your goods. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is Your responsibility to seek appropriate advice to verify the accuracy of any information provided.

18. Applicable law

Any dispute between us will be governed by the non-exclusive law and jurisdiction of the English or Scottish Courts. If you currently reside or are moving to a place outside the jurisdiction of the Courts of the United Kingdom, alternative laws or jurisdiction of local courts may apply subject to our written agreement prior to the work or services commencing.

19. Your forwarding address

- 19.1 If You instruct Us to store Your goods, You must provide a correct and up to date address and telephone number and notify Us if it changes. All correspondence and notices will be considered to have been received by You seven days after sending it by first class post to Your last address recorded by Us.
- 19.2 If You do not provide an address or respond to Our correspondence or notices, We may publish such notices in a public newspaper in the area to or from which the goods were removed. Such notice will be considered to have been received by You seven days after the publication date of the newspaper. Note: If We are unable to contact you, We will charge you any costs incurred in establishing Your whereabouts.

20. List of goods (inventory) or receipt

Where We produce a list of Your goods (inventory) or a receipt and send it to You, it will be accepted as accurate unless You write to us within 10 days of the date of our sending, or within a reasonable period agreed between us, notifying Us of any errors or omissions.

21. Revision of storage charges

We review our storage charges periodically. You will be given 30 days' notice in writing of any increase.

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.

23. Termination

If payments are up to date, We will not end this contract except by giving You three months notice in writing. If you wish to terminate Your storage contract, You must give us at least 10 working days' notice (working days are defined in Clause 6 above). 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.

(c) Insurance Terms - Copyright of The British Association of Removers Limited 2014; these contract conditions for use only by firms having permission.

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SUMMARY OF INSURANCE COVER

If you purchase the insurance arranged by us on your behalf for loss or damage to your effects the insurance conditions set out below will apply. Please note that irrespective of whether or not you purchase this insurance our liability for loss of or damage to your effects is limited by our trading conditions which form part of our contract with you.

SUBJECT TO YOU GIVING US INSTRUCTIONS TO INSURE, we can arrange on your behalf insurance to cover physical loss or damage to your property with our "Open Cover" insurance arrangements as summarised below. You may inspect the policy at our office on request.

INSURER

Delta Lloyd Schaderverzekering NV
Certain Underwriters at Lloyd's

TOTAL SUM INSURED

As declared to us on the acceptance form. Unless confirmed in writing by us prior to the move the sum insured shall not exceed:

Household Removals & Storage: £25,000 any one customer.

Office/Commercial Removals: £25,000 any one vehicle load.

The sum insured can be increased on payment of an additional premium.

INSURED PERILS

All Risks of physical loss or damage in transit or store anywhere in the United Kingdom, Northern Ireland, The Channel Islands, The Isle of Man, member States of the European Union, Scandinavia & Switzerland.

For Self Storage cover is restricted to fire, lightning, explosion, storm, flood, burst pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, impact by vehicles.

UNDER-INSURANCE

It is a condition of the insurance that the sum insured represents the full total value of your effects. If you fail to declare the full replacement value of your effects, in the event of a claim you will only be entitled to recover from insurers the proportion of the loss as the declared value bears to the total replacement value of your property.

BASIS OF CLAIMS SETTLEMENT

The settlement of any claim shall be by replacement, repair and/or compensation, taking into consideration at underwriters option the age, quality, degree of use and consequent market value. This policy is not "new for old".

Documents

Where any claim includes loss of or damage to documents the basis of settlement shall relate to the reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

POLICY EXCESS

Insurers will not pay the first £50.00 of each customer's claim.

PAIRS & SETS CLAUSE

Where any items are part of a pair or set Insurers shall only pay for the actual items which are lost or damaged. No payment will be made by Insurers for any items which are part of a pair or of a set and which are not lost or damaged.

MISREPRESENTATION

It is your responsibility to take reasonable care not to make misrepresentations to insurers. This requirement includes (but is not limited to) a requirement to disclose to us if you are unable to comply with any term of this document and/or any term in our trading conditions. This insurance may be voidable in the event of your deliberate or reckless or careless misrepresentation that, without the misrepresentation, the insurer would not have entered into the contract at all or would have done so only with different terms.

TIME LIMIT FOR CLAIMS NOTIFICATION

All claims must be notified to the remover whether unpacked or not within 7 days of delivery of the property or in the case of non-delivery 7 days from when the property would normally be delivered unless a time extension is requested by you and agreed by us in writing.

If your goods become lost or damaged and you wish to make an insurance claim please notify us in writing.

CUSTOMER SERVICE

If you feel we have not offered you a first class insurance service please write and tell us and we will do our best to resolve the problem.

You may alternatively, if preferred, contact the Insurance Administrator: Reason Global Insurance, 4th Floor, Lyndean House, 43-46 Queens Road, Brighton, BN1 3XB.

In the event you wish to pursue the matters further you may be able to refer the matter to the Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million; and from trusts with a net asset value of less than £1 million. The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Helpline: 0845 080 1800

Switchboard: 020 7964 1000

Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

HDI-Gerling Verzekeringen N.V. is covered by the Financial Services Authority Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if they are unable to meet their obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme, 7th Floor Lloyd's Chambers, Portoken Street, London, E1 8BN, United Kingdom.

Tel: 020 7892 7300

Fax: 020 7892 7301

E-mail: enquiries@fscs.org.uk

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EXCLUSIONS

No cover is provided for the following:

- (1) Jewellery, Watches, Precious Stones, Money, Coins, Bullion, Deeds, Bonds, Securities and Stamps of all kinds except whilst in store in a locked safe or strong room.
- (2) Furs, perfumery, tobacco, cigars, cigarettes, wines, mobile phones and spirits. It is agreed, however, that cover will be provided for these items where they are part of a HOUSEHOLD or OFFICE removal or storage contract subject to a limit of £10,000 any one customer, any one job.
- (3) Livestock, Explosives, Flammables.
- (4) Loss or damage caused by wear, tear, gradual deterioration (including the deterioration of contents of deep freeze units), inherent vice or latent defect.
- (5) Loss or damage caused by moth, insect or vermin unless from an external cause.
- (6) Loss or damage caused by leakage of liquid from a receptacle or container unless packed by the Remover.
- (7) Mechanical or electrical damage or derangement of any mechanical or electrical goods unless reasonably attributable to physical damage to such items from an external cause, or following fire, flood, collision or overturning of road vehicles or other conveyances.
- (8) Loss of data records other than cost of blank data carrying materials.
- (9) Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority. This exclusion shall not apply to overseas removals whilst the Customer's property is waterborne.
- (10) Loss or damage in respect of goods in storage caused by or resulting from Acts of Terrorism or any person(s) acting from a political motive. This exclusion shall not apply to storage in the ordinary course of transit as more fully set out in the Termination of Transit Clause (Terrorism).
- (11) Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage arising from an Insured Peril.
- (12) Loss or damage or liability or expense directly or indirectly caused by or contributed to, by, or arising from: -
Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component thereof.
Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- (13) Loss or damage or expense directly, or indirectly, caused by or contributed to, by or arising from: -
Any chemical, biological or electromagnetic weapon.
The use or operation, as a means of inflicting harm, of any computer, computer system, computer software program, computer virus or process or other electronic system.
- (14) Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (15) If at the time of loss there is other insurance in force this insurance shall only respond to the extent that losses are not recoverable under the other insurance.

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