

Terms and Conditions

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: Where the words "we", "us" or "our" are used this refers to our company NRS Trans LTD.

These terms and conditions can be varied or amended subject to prior written agreement.

By signing our booking/order form you confirm that you agree to the terms and conditions below.

1) Quotations

1.1 Our quotations are valid for 30 days from the sent date.

1.2 Quotations are solely based on the information that has been provided to us by you, either by an enquiry, telephone conversation, in writing or an inventory, whether it's a list in a document format, email or a visual inventory such as a video or images sent addressed to us in the form of an email or on our dedicated whatsapp number. Confirmation of receipt of any inventories, in any form, by us is required.

1.3 Quotations do not include government fees, customs duties, parking charges, additional fees that have arisen from extra work carried out, fines etc.

1.4 Quotations are calculated by vehicle type, mileage, persons required for the job, an estimate of vehicle size required for the job.

1.5 Explanation of packages we offer:

Van Share Moving Package: Mainly dedicated to small removals or student relocation, only for international moving. Price includes transportation and a driver that can help load and unload items to and from the vehicle. Size of removal 1m³ to 12m³.

Budget Moving Package: Ideal for customers that want to pack themselves and help with loading and unloading the vehicle. As this is not a dedicated transport and consignments are allocated for this type of transportation if the customer submits items during collection that are not listed on the inventory which were not accounted for (volume and weight) additional charges will apply in proportion to the original quote. Price includes transportation and driver. Size of removal 12m³ to 25m³/per vehicle.

Standard Moving Package: For customers that would like to pack themselves and have our moving porter(s) load and unload items to and from the vehicle to the ground floor of the property, 50 metres away from the parked vehicle. Price includes transportation, moving porter(s) that will move all or most items for you. This price does not include unpacking any items for you or delivering them above the ground floor unless previously agreed in writing. Size of removal 12m³ to 25m³/per vehicle.

Premium moving: Full moving services, including packing materials and services, disassembly to reassembly of furniture in your new home (upon request). This does not include unpacking of items at the delivery address. Price includes transportation, moving porters and estimated packing materials needed for your move. Size of removal 12m³ to 25m³/per vehicle.

1.6 Volume of boxes provided are based on the following: 1 bedroom- 10-15 boxes, 2 bedrooms- 20-30 boxes, 3 bedrooms 30-40 boxes, 4 bedrooms- 40-50 boxes.

1.7 The name of the package does not reflect the quality of service provided. I.e. Premium Moving is just a name for the type of service that we offer, not the quality of service received.

2) Work not included in the quotation

2.1 Unless agreed by us in writing, we will not:

2.1.1 Dismantle or assemble unit or system furniture (flat-pack), fitments or fittings.

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 and/or spaces that are difficult to get to.

2.1.5 Move or store any items excluded under section of “goods not to be submitted for removal or storage”

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) Customer responsibilities

It will be your sole responsibility to:

3.1 Declare to us, in writing, the value of the goods being removed and/or stored. If it is subsequently established that the value of the goods removed or stored is greater than the actual value you declare, you agree that our liability will be limited to the amount declared.

3.2 Be present or have a representative present during the collection and delivery of your goods.

3.3 Ensure that your authorised signatures are on your inventory, booking form and on other relevant documents by way of confirmation of collection or delivery of goods.

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

3.5 If previously agreed in writing that our team will dismantle any furniture or other items, you shall be solely responsible for all fittings and fixtures from such items, including but not limited to any screws, bolts, washers etc. Any such fixtures and fittings will not be transported by us or in our vehicles. It is your responsibility to make sure that these are at the delivery location at the time of unloading if you require reassembly of the furniture or other items.

3.6 You shall be responsible for arranging 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.

3.7 You shall be responsible for the preparation of the property of which these goods will be removed from. Ensure that: walkways are clear, woodwork and walls are adequately protected in case of scuffs/damages caused by the moving of furniture/items. As well as ensuring that items being removed will fit through doorways and fit in a lift (if applicable) at both the collection and delivery address.

3.8 You shall be responsible for any animals that are living/present at the property. Animals must not be at the property at the time of removal unless they're in a secure crate or a room which we are not carrying out the work in as we cannot be responsible for the animal escaping the property when moving items from/to the property to/from the vehicle or causing difficulties whilst our team is working.

3.9 You shall prepare adequately and stabilise all appliances or electronic equipment prior to their removal. All items must be packed adequately and be ready for transportation, examples of 'suitable packing' for items include (but are not limited to):

-Items packaged in boxes must be filled to the top as these may be stacked on top of one another. Half filled boxes may collapse and cause damage. These must be sealed shut with packing tape to prevent any items falling out during transportation. Items in moving boxes must not exceed 20kg.

-Glass objects must be correctly packaged in bubble wrap and sealed shut in a box.

-TV's, monitors, paintings, picture frames and mirrors must be packaged either with foam inserts or bubble wrap inside a suitable box.

-Mattresses, mattress toppers and bedding require packing in a protective cover or waterproof bag. We may be able to provide a mattress cover(s) if requested and agreed, in writing, prior to your collection date.

-Transportation of furniture such as sofas, arm chairs, dining chairs, chest of drawers, cabinets, including other types of furniture not listed. These must be wrapped in plastic film or specialist furniture packaging to prevent damage or staining when loading from/to properties and in and out of our vehicles.

3.10 You shall empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.

3.11 You shall provide us with a contact address for correspondence during removal transit and/or storage of goods.

3.12 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 your failure to discharge these responsibilities.

3.13 The Customer is responsible for ensuring that the size and the maximum loading weight of the vehicle booked is suitable for the job. If we believe that the vehicle exceeds our maximum specified weight upon loading, we will take the vehicle and its contents to be weighed. If this exceeds the legal weight limit, items will be unloaded and the option of additional transport for these items can be organised by us at an additional charge.

3.14 We can only provide and give impartial advice on what vehicle type and size would be most suited for the job.

3.15 Customers booking Van Share, Budget and Standard Moving are solely responsible for ensuring that all items being transported are adequately packaged and are ready to be transported.

3.16 Premium moving customers (if packing and dismantling packages are included) must still pack any high value or very delicate items themselves (such as china, glass objects and ornaments that are easily breakable) and may have to transport these themselves unless previously agreed in writing.

3.17 You shall obtain at your own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed, unless previously agreed in writing that we will complete the customs documents for you.

4) Our responsibilities

4.1 We will transport the goods listed in the inventory or other goods as agreed in writing.

4.2 We will be responsible for sensible loading of the items in our vehicles

4.3 We will be responsible for any goods that are damaged during transportation if poorly packed by ourselves in our Premium Moving Package, this does not include items that are already damaged prior to loading in our vehicle(s) or any glass items such as (but not limited to) glassware or extremely fragile items.

4.4 We will ensure that care is taken when moving your items to and from properties and vehicles.

4.5 We will ensure that vehicles do not exceed the maximum legal weight limit, if we believe that the vehicle loading weight has been exceeded we will take the vehicle and its contents to a weighing facility.

4.6 We will be responsible to ensure that the vehicle is regularly maintained and as clean as it can be for goods transportation.

4.7 We will be responsible to notify you of any delays (where applicable) whilst your goods are in transit.

5) Goods not to be submitted for removal or storage

5.1 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 below may present risks to health and safety, or fire, or carry other risks and you should make your own arrangements for their transport and storage.

5.1.1 Prohibited or stolen goods, drugs, tobacco, alcohol, food or drink, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.

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

5.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

5.1.4 Perishable items and/or those requiring a controlled environment.

5.1.5 Any animals, birds, fish, insects or living creatures of any kind.

5.1.6 Goods which require special licence or government permission for export or import.

5.2 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.

5.3 If you submit such goods without our knowledge we will dispose of any such goods found in the consignment without notice. You will furthermore pay us for any charges, expenses, damages, legal costs, penalties or losses incurred by us.

6) Cancellation and postponement

6.1 If the customer decides to cancel the booking then the full payment of the removal charges on the booking form must be paid immediately.

6.2 Dates can be postponed and changed, however we do require 7 days notice prior to the original removal date that had been booked, as stated in your booking form.

6.3 For bookings that have been postponed by the customer more than once, an admin charge of £50 per change of date will be added to your final payment.

7) Payment terms

Unless otherwise agreed by us in writing:

7.1 Payment of 20% deposit is required by cleared funds in advance of the removal when making a booking.

7.2 Full payment for storage services is due when booking in addition to the 20% deposit for removal services.

7.3 Remaining payment is due to be paid directly upon delivery, before the unloading of your goods at the final delivery destination. The total amount on your booking form, minus any type of deposit, that has been previously paid, including any additional charges for storage, additional work carried out by us and/or any applicable fees that have occurred during the time of our work/contract.

7.4 You may not withhold any part of the agreed price.

7.5 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.

7.6 Admin fee for delayed payments: £50 charge between 1 and 3 days after delivery, £200 between 3 and 14 days after delivery, additional charge after 14 days charged at £100 per week.

8) Ownership of the goods

By entering into this Agreement, you guarantee that:

8.1 The goods to be removed and/or stored are your own property, or 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 terms and conditions.

8.3 You will pay us for any claim for damages and/or costs brought against us if either warranty above is not true.

9) Determination of amount of our liability for loss or damage (Goods in Transit)

9.1 If you provide us with a declaration of the value of your goods, the amount of our liability to you in the event of loss or damage to those goods will be determined in accordance with the maximum liability of £20,000. We may agree to accept liability for a higher amount, in which case we may make an additional charge.

9.1.1 We will not be liable to compensate you unless loss or damage occurred as a result of negligence or breach of contract on our part.

9.1.2 If you do not provide us with a declaration of the value of your goods any claims against us or our insurance will not be valid.

9.2 In the event of loss of or damage to your goods caused by negligence or breach of contract on our part, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement whichever is the smaller sum, taking into account the age and condition of the goods immediately prior to their loss or damage, subject to a maximum liability of £100 per claim which is settled between the customer and NRS Trans.

9.3 For insurance claims an excess fee of £250 will be applied to the claim with the maximum total liability of £20,000 (unless we have agreed a higher amount with you, prior, in writing).

9.4 We will not be liable for damage to any kind of glass objects. This is not covered by our insurance.

9.5 Where the lost or damaged item is part of a pair or set, our liability to you, where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set.

9.6 An administration fee of £100 will be applied to any claims on our insurance

9.7 For goods destined to or received from a place outside the UK we will only accept liability for loss or damage arising from our negligence or breach of contract whilst the goods are in our possession, or whilst the goods are in the possession of others if the loss or damage is 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 and any such liability shall be limited in accordance with clause 9.2 and 9.3 above.

9.8 An original proof of purchase of an item, that is damaged due to our negligence, may be required when submitting claims to our insurers.

9.9 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.

9.10 If a payment for our services has not been made in full, insurance for these goods will be revoked and the standard terms of payment will apply, clause 7.5.

10) Damage to premises or property other than goods

If protection of the property is required prior to the removal, we can provide carpet protective film, bannister protectors and door/door frame protection, however this has to be agreed prior in writing.

10.1 We will not be liable for damage to property/premises if the customer hasn't made adequate arrangements to ensure that the property is secure and ready for goods to be moved.

10.2 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.

11) Exclusions of liability

11.1 In respect of Limited Liability, we will not be liable for loss of or damage to your goods as a result of fire or explosion however that fire or explosion was caused, unless we have been negligent or in breach of contract.

11.2 In respect of Standard Liability and Limited Liability, other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the following goods :

11.2.1 Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones.

11.2.2 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.

11.2.3 Perishable items and/or those requiring a controlled environment.

11.2.4 Furs exceeding £100 in value, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds.

11.2.5 Any animals, birds, fish or living creatures.

11.3 In respect of Standard Liability and Limited Liability, other than as a result of our negligence or breach of contract 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:

11.3.1 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, industrial action or other such events outside our reasonable control.

11.3.2 Loss or damage arising from ionising radiations or radioactive contamination

11.3.3 Loss or damage arising from Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack.

11.3.4 Indirect or consequential loss of any kind or description.

11.3.5 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.

11.3.6 By vermin, moth, insects and similar infestation, damp, mould, mildew or rust.

11.3.7 By cleaning, repairing or restoring unless we arranged for the work to be carried out.

11.3.8 By change to atmospheric or climatic conditions.

11.3.9 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not packed by us.

11.3.10 Loss of or damage to china, glassware and fragile items, whether packed by us, our subcontractor or the customer.

11.3.11 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.

11.3.12 For any goods which have a pre-existing defect or are inherently defective.

11.3.13 For any furniture/items which require disassembly for transportation, we cannot guarantee that they will be assembled as they were before we had dismantled them.

11.4 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.

11.5 Our liability will cease upon handing over goods from our warehouse or upon completion of delivery.

12) Time limit for claims

12.1 For goods which we deliver, you must notify us immediately of any visible loss, damage or failure to produce any goods at the time of delivery.

12.2 If you or your agent collect the goods, you must notify us immediately of any loss or damage at the time the goods are handed to you or your agent.

12.3 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, on delivery.

12.4 All damages must be noted on the delivery note at the time of delivery.

13) Delays in transit

13.1 Other than by reason of our negligence or breach of contract, we will not be liable for delays in transit.

13.2 If through no fault of ours we are unable to deliver your goods, we will take them into storage. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

13.3 Reasonable additional charges will apply if delays or events outside our reasonable control, which increase or extend the resources or time allowed to complete the agreed work.

13.4 For domestic removals, unless otherwise agreed in writing, we shall expect access to the destination address from 13:00 hours, at which point a minimum of £75.00 for every hour or part thereof will be charged until access is granted.

13.5 You agree to pay any reasonable charges arising from the above circumstances. We agree to waive the charges above, upon payment of the Late Key Waiver fee in advance of your move. If access to your new property is unavailable between the hours of 12:00-13:00 or upon unloading time and our team is required to wait during this time, a pre-paid Late Key Waiver Fee ensures that the above fees, in clause 13.4 are waived. This is a one off payment and pays for the maximum time of 2 hours for our team to wait whilst you collect the key and unloading of your goods is placed on hold. The Late Key Waiver fee is a pre-paid amount of £50 for a duration of 2 hours. This provides cover only where access to your delivery address is delayed beyond the agreed access time and to a maximum of 3 hours waiting time. Our team will work up until 7pm or until they have used their hours under the working time directive.

13.6 Any delivery times quoted for a "Partload" or "Van Share" service are for guidance purposes and may vary depending on schedules at the time of the booking.

14) Our Right to Hold the Goods

14.1 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.

14.2 These include any charges that we have paid out on your behalf.

14.3 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.

15) Disputes

If there is a dispute arising from this agreement which cannot be resolved, subject to the agreement of both parties, either you or we may refer the dispute to Citizens Advice or other relevant attribution services. The cost of any such arbitration will be at the discretion of the arbitrator and any charges from using this type of service will be invoiced to you once the dispute has been resolved. This does not prejudice your right to commence court proceedings.

16) Our right to sub-contract the work

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

17) Route and method

We have the right 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 utilised for consignments of other customers.

18) Advice and information for International Removals

18.1 We will use our reasonable endeavours to provide you with up to date information to assist you with the import/export of your goods.

18.2 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.

18.3 We are able to do the customs declaration for you as long as we receive all the correct documents needed to do this. A payment of £175 is required to submit these documents to a customs agency. Our company does not take commission for doing this for you.

19) Applicable law

This contract is subject to the law of the country in which the office of the company issuing this contract is situated.

20) Your forwarding address

20.1 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.

20.2 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.

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 a reasonable period agreed between us, notifying us of any errors or omissions.

22) Revision of storage charges

We review our storage charges periodically. You will be given 3 months notice in writing of any increases.

23) 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 28 days 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.

24) Termination

24.1 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 cancellation and postponement section). 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.

24.2 We may terminate your contract without any prior notice and report incidents to the police or any government body if you are found to be racially abusive, abusive of any kind (verbal or physical), are believed to be under the influence of drugs or alcohol or seem to pose a threat to our staff. This is either when communicating with us on the telephone or in person.

24.3 We have the right to terminate your contract if additional items that were not accounted for in your inventory are submitted during collection. The costs on the booking form and any additional costs that arise from this matter will be payable to us by the customer.

24.4 We have the right to refuse transport of items that are not adequately packed or secure for transportation, however we may offer packing options to ensure that your goods are delivered.

Please note: The terms displayed on this page are correct as of 04 January 2023 and may change without prior notice (this includes all the charges shown).

These Terms and Conditions together with our quotation are intended to form the whole agreement between us and to prevail over any verbal discussions. Should we mutually agree to any variation of these terms such variation, this should be confirmed in writing.