

ELITE REMOVAL TERMS AND CONDITIONS:

The website <https://www.eliteremoval.co.uk/> is managed by RASAAM Ltd, a UK company registered under the number 754090. The terms of use that apply for our website <https://www.eliteremovals.co.uk/> are listed on this page, and apply for all visitors, guests or registered users. We kindly ask you to read them carefully before you proceed to use our website in any way. By using this website, you indicate that you have fully understood, accepted, and agreed to follow the terms of use. In case you do not agree with said terms of use, then please cease to use this website. Customers wishing to use 'Elite Removal' service acknowledge having read and agreed to the following Terms and Conditions. If you do not agree with these Terms and Conditions, please do not proceed to use the site.

Why You Should Read These Terms

Please read these Terms carefully before you place your booking with Elite Removals. These Terms include, but are not limited to, explaining who we are, our services and the services provided by our Service Providers.

Each clause of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses remain in full effect.

These terms and conditions can be varied or amended at any time at the discretion of Elite removal and the customer is hereby advised to consult these terms and conditions on Elite removal website on a regular basis

Access To Our Site

Accessing our website is allowed on a temporary basis, and we hold the right to withdraw or amend the service we provide without any notice (see below). We are not liable if for any reason our website isn't available at any time or for any period.

Occasionally, we may restrict the access to some pages of our website, or the entire website, to users registered with us.

If you choose, or you are provided with a user identification code, password or any other piece of information as part of our security protocols, you must treat such information as confidential, and you must not offer it to a third party. We retain the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, in case you have failed to comply with any of our terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who are to access our website through your internet connection and electronic device are aware of these terms, and that they agree with them.

1- Transactions Done Through Our Website and Being Liable to You

1.1 We act as an agent on behalf of third-party contractors (the “Service Providers”) for the purposes of arranging the supply of affordable transport hire services (“Transport Services”) and handyman services (“Handyman Services”) by the Service Providers to you (the Transport Services and Handyman Services are together referred to as the “Services”). Elite Removal does not provide any of the Services itself. We market the Services and conclude orders through an easy booking service via our website <https://eliteremoval.co.uk> As an introductory agent for providers of services we are authorized by said providers to enter into a contract with you on their behalf. We will do this by handling your booking inquiry, allocating the booking to an available service provider, and then sending you an email with the details of your booking.

1.2 Once you agree to the Services Terms and Conditions, and the terms set out in the email using the provided link, you and the Service Provider will be in a contract.

1.3 Your contract is with the Service Provider and responsibility for the provision of the services rests solely with them. Make sure to read the Services Terms and Conditions carefully. They will be legally binding on you once you have indicated you agree to them.

1.4 Even though your contract is with the Service Provider, we will continue to be your main contact whilst the Service Provider is providing the services to you. We will also process all non-cash payments from you on behalf of the Service Provider.

1.5 Although we make every possible effort to vet and select an appropriate Service Provider, the responsibility for the provision of the services is theirs alone. You agree that we take no responsibility (directly or indirectly) and incur no liability of any kind for the provision of the services that you have booked.

1.6 We welcome your feedback about Service Providers so if you experience problems of any kind with a certain Service Provider, please contact us as soon as possible.

2- Online Bookings

This condition applies only for online bookings on hourly basis without inspection visit to the customer’s property, where the customer is responsible for all the packing, wrapping and protecting their content and make them ready for moving.

When you make a booking online, you will be required to provide all the following information:

2.1 The details of your booking (including the starting location and destination and whether your move require to travel through any Congestion Charge Zone, or any other road that has Toll Road Charge.

2.2 The date and time you require the booking to start.

2.3 Where you are going from and to, and how many trips you would require to make.

2.4 Whether you would require self-loading, driver with a van only or more helpers to carry out the service.

2.5 How many floors there are at either collection or destination address and, if so, how many flights we would be required to move your goods up or down.

2.6 The service provider will be equipped for your booking, based on the information you provided. You will not be entitled for a refund if they are unable to fulfil your move due to inaccurate or incomplete information which you have not provided.

2.7 If we are unable to accept your booking, we will inform you of this as soon as possible and, if we are unable to rearrange your booking, we will refund you any amounts you have pre-paid.

2.8 If you are happy with the online quote provided, you will be required to pay the invoice online to confirm your booking. If you do not pay the invoice online, your booking will not be considered confirmed, and we will not provide you the service required.

2.9 It is the customer's responsibility to choose the correct number and size vans needed, we will give you all the relevant measurements to help you make your choice and this information is also available on our Website.

2.9.1 Arrival time on any booking is estimated and can be delayed up to 3 hours. Due to the nature of our business, customers can not request a discount or a refund in case the driver arrives late at any circumstances. If we are delayed, then they will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay.

2.9.2 There is a 1 hour minimum charge on all bookings for 1 man service and 2 hours for 2 men or more. After the agreed booking period finish, we start charging intervals at the beginning of every 30 minutes at their respective half hourly rate.

2.9.3 If your booking requires the Service Provider to travel within a congestion charge zone or any other road that has Toll Road Charge, you will be responsible for paying the charge incurred to the Service Provider.

2.9.4 If you choose the "self-loading service" the Service Provider will not have any involvement in the loading and unloading of your goods from the van. You will be responsible for any damage you cause to their equipment (including the van) and damage to your own goods and properties incurred while loading into the van or while in transit. The insurance of the Service Provider will only cover your goods in the event of a road traffic accident.

3- Booking Cancellation For Online And Fixed Quotation

This Condition applies only for online bookings on hourly basis without inspection visit to the property.

3.1 If you booked the service and we are unable to provide the service, we will refund you any money you paid (Deposit or Full Payment).

3.2 If you booked the service and requested to reschedule your move to another date & time, we will reschedule your booking to your desired date & time without any charges if there is available time-slot for your move depending on the conditions below

3.3 If you made a Full Payment and want to cancel your booking 72 hours before the agreed start time of your booking you get 50% refund from the original paid amount. If you paid only the deposit for your booking, the deposit will not be refunded.

3.4 If you cancel the booking within less than 72 hours before the job is scheduled to take place, you will be charged in full and no refund will be made.

3.5 We and the Service Providers reserve the right to change or cancel any bookings at any time.

3.6 Customers are not entitled to request a refund for any unused booking period. E.g. if you book the van for 5 hours and you finish your move within 2 hours, you are not entitled to get a refund for the extra 3 hours you paid and not used.

3.7 Customers are not entitled to request a refund for any unused services they reserved in the booking, e.g. flights of stairs or congestion charge fee.

4- The Customer Responsibilities When Making Online Bookings

4.1 The Service Providers are not able to guarantee that there will be seats available for you to travel in the van, even when you have notified us of this prior to the booking and neither we nor the Service Providers will have any liability to you should there not be any (or sufficient) seats available for you to travel in the van. If you decide to travel in the van with the driver, you are travelling on your own responsibility, and in case of an accident neither "Elite Removal" nor the "Service Provider" would be liable to you, as the vehicle insurance does not cover passengers.

4.2 It's your responsibility to provide parking (reserve a space for the van outside of property before the arrival of the Service Provider or arrange a suspension or permit where necessary with local council). If there is no pre-arranged parking and the Service Providers van receives a ticket, it will be your responsibility to pay the fine to the Service Provider at the end of job.

4.3 It's your responsibility to pack and protect your belongings with bubble wrap, cardboard and box fillers properly. "Elite Removal" and the Service Providers do not accept responsibility for any scratches, damages or breakage for any furniture or any other belongings during handling, moving or transporting. If you want your booking to be covered by the insurance, then Elite removal team should do all the packing for your

items before the moving day and unpack your items at the end of the move.

4.4 It's your responsibility to dismantle any unit, system, furniture and/or beds which the Service Provider will be required to move as part of Transport Services, before the Service Provider's arrival. If you ask the service provider to help you with dismantling or assembling, they will not be liable to any damages occur during that process.

4.5 It's your responsibility to make sure that all items will fit in the new premises (for example, that wardrobes, beds, sofas etc will fit through any door frames without having to taking the door off its hinges). The Service Providers are not responsible for removing any doors or making new entrances to the premises.

4.6 If any delay is caused by you (e.g. everything is not packed, waiting for keys, incorrect address, etc.) our Service Providers reserve the right to charge you for the additional time they incur

4.7 No abuse will be tolerated. If the Service Provider terminates a job because of abuse from you, you will still be charged in full.

4.8 All the Service Providers carry trolleys straps and blankets, but please tell our call agents if you have any requirements other than the above.

5- Online Bookings Losses Or Damages

5.1 In the unlikely event of any damage to your items, the damage must be reported to the Service Provider before the Service Provider leaves the job. Photographic evidence of any damage must also be provided. It is the customer responsibility to check and inspect if all their items were delivered promptly, complete and without any damages.

5.2 We do not exclude or limit in any way the Service Provider's liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by the negligence of the Service Providers' for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.

5.3 The Service Providers only supply the services for domestic and private use. If you use the products for any commercial, business or re-sale purpose the Service Providers will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

5.4 In the event that we lose or damage your fully-packed goods, if we are liable, we will pay you up to a maximum of £50.00 sterling for each item which is lost or damaged, to cover the cost of repairing or replacing that item. In this respect an item is defined as any one article, suite, pair, set, complete case, package, carton or other container.

6- Fixed Price Quotations

This Condition applies if we visit your property and inspect the items you want to move and provide you with a written quotation. Or just agree on fixed quotation over emails, phone calls or texts

Quotations include Value Added Tax but do not include any other customs duties levies or fees payable to government or other statutory bodies and all such duties or fees (if any) will be payable by you in addition to the quoted price.

Although we quote a fixed price, we reserve the right to amend it or make additional charges if any of the following have not been taken into account when preparing the quotation:

- a. If due to any circumstances outside our control the work is not carried out or completed within three months of the quotation date
- b. Our costs increase as a result of currency fluctuations or changes in taxation or freight charges beyond our control
- c. We supply any additional services
- d. There are delays outside our reasonable control in which event we will make additional charges calculated in accordance with our standard rates applicable at the time.
- e. Access to the collection or delivery point is inadequate or the approach is unsuitable for our vehicles.
- f. Any parking or other fees or charges that we have to incur and pay in order to carry out the services you require. In all these circumstances you will be responsible for the extra charges

The Insurance Option will only apply if it is stated on the Quotation. A summary of the insurance cover maintained by us and any main exclusions from the cover is either enclosed with these conditions or is available on request.

Our quotation is not a guarantee that we have vehicles available on the day you require. Accordingly, your signed acceptance of our quotation does not constitute a contract between us until you have our written confirmation that we can move your Goods on your required date. We will send our written confirmation within one working day of our receipt of your acceptance of our quotation.

7- Work Excluded From Our Fixed Price Quotations

Unless previously agreed in writing we will not:

- a. Dismantle or assemble unit-furniture (flat-pack), fittings or fitments
- b. Disconnect or reconnect appliances, fittings or equipment.
- c. Remove or lay fitted floor coverings.
- d. Take down or re-hang curtains, blinds or other window coverings.
- e. Move night storage heaters unless they are dismantled.
- f. Move any item or items which our removal crew reasonably believe they cannot move safely or the removal of which may damage the item or items in question or its or their surroundings
- g. Clear driveways or other access areas (at either collection or delivery address) from snow or ice or other materials.

8- Excluded Property

The following items are specifically excluded from this contract and will not be removed:

- a. Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, or goods or collections of a similar kind.
- b. Potentially dangerous, damaging or explosive items.
- c. Goods likely to encourage vermin or other pests or to cause infection.
- d. Refrigerated or frozen food or drink.
- e. Any animals and their cages or tanks including pets, birds or fish.
- f. Cars, boats and caravans.
- g. Furs, perfumery, wines, spirits, tobacco, cigars, cigarettes, foodstuffs, perishable goods or any kind of explosives.

Such goods will not be removed by us except without prior written agreement. If you submit such goods without our knowledge and prior written agreement, we will not be liable for any loss or damage except when death or injury is caused by our negligence or that of our employees or agents and you will indemnify us against any charges, expenses, damages or penalties claimed against us by third parties. In addition, we shall be entitled to dispose of (without notice) any such goods

9- Customer's Responsibility Towards Fixed Price Quotations

It is your sole responsibility to:

- a. Declare to us the proper value of the Goods.
- b. Obtain at your expense all documents necessary for the removal to be completed.
- c. Be present yourself or appoint a representative at the departure and destination points to ensure that nothing is removed or left in error or is left in the wrong room.
- d. Prepare adequately and stabilise all appliances prior to their removal.

Other than by reason of our negligence we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

10- Ownership Of The Goods

By entering into this contract, you confirm to us that:

10.1 The Goods are your own property; or

10.2 You have the authority of the owner of the property to make this contract in respect of the Goods.

You will be responsible to pay for any claim for damages and/or costs against either of the above if this proves to be untrue.

11- Payment Of Removal Charges

Unless you have our written agreement to the contrary you must pay our charges so we have cleared funds in advance of the removal. Unless we

agree otherwise, you may not withhold any part of the agreed price. Interest at 2% per month calculated on a daily basis, is charged on all overdue accounts.

We reserve the right to terminate this contract if payment is not received before the removal date, and not to carry out any services quoted for. Failure to comply with our payment terms will also mean that we will not insure our liability for the goods.

12- Our Liability For Loss Or Damage For Fixed Price Quotations

12.1 In the event that we lose or damage your goods, if we are liable, we will pay you up to a maximum of £50.00 sterling for each item which is lost or damaged, to cover the cost of repairing or replacing that item. In this respect an item is defined as any one article, suite, pair, set, complete case, package, carton or other container.

12.2 We may choose to repair or replace the damaged or lost item. However, if we choose to repair the item, we will not be liable for any depreciation in value.

12.3 Other than because of our negligence, we will not be liable for any loss, damage or failure to deliver the goods if it is caused by any of the following circumstances:

12.3.1 Fire howsoever caused.

12.3.2 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.

12.3.3 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.

12.3.4 Cleaning, repairing or restoring unless we did the work.

12.3.5 Moth or vermin or similar infestation.

12.3.6 Electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.

12.4 Additionally we will not be liable for any loss of or damage to:

12.4.1 Any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by us.

12.4.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a similar kind, unless you have previously given us full information including value, and we have confirmed in writing that we will accept responsibility

12.4.3 Goods which have a relevant proven defect or are inherently defective.

12.4.4 Animals and their cages or tanks including pets, birds or fish.

12.4.5 Plants.

12.4.6 Refrigerated or frozen food or drink.

12.4.7 Other than because of our negligence, we will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage, or failure to deliver the goods.

13- Insurance Option

13-A This Condition applies only if you have accepted the Insurance Option. In that event, the following provisions of this Condition shall apply.

13A.1 We shall take out and maintain a contract of insurance in accordance with the summary of terms provided to you providing cover to us for the Goods and for the purposes of such insurance cover, the replacement value of the Goods shall be the value of the Goods stated in the Quotation.

13-A.2 If loss or damage occurs to the Goods as a result of any matter which may result in a claim under such insurance cover, we shall notify the insurer promptly of the claim and in any event within 2 business days of receipt from you of a written direction to notify a claim in the form attached to the summary of terms. For the purposes of processing any such claim You shall provide us, the insurer or any agent of the insurer appointed to investigate such claim with such information and existence as may reasonably be required in relation to the claim. We will also provide to you, or the insurer, or any agent of the insurer appointed to investigate the claim, with such information and assistance in relation to the claim as may reasonably be required. In addition, we will send to you a copy of all correspondence with the insurer or any agent of the insurer relating to the claim (including the notification). While we will, in accordance with the previous provisions of this paragraph, notify claims to the insurer, we are not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim (unless specifically agreed with you in writing).

13A.3 In the event that we make a claim under such insurance cover in respect of damage or loss caused to the Goods, we shall pay or arrange for payment to You that part of any proceeds of such claim made by us which relates to such damage or loss to the Goods after deduction of any outstanding sums due to us from you. For the avoidance of doubt, you acknowledge that our liability in respect of any claim under such insurance cover is restricted to the payment to You of those sums which we recover which relate to the Goods.

13A.4 We do not give any advice concerning the insurance cover referred to in Condition 13A.1 and it is for you to make your own judgement whether such insurance is appropriate to cover the Goods and risks to them.

13A.5 Nothing in this Condition shall make us Your agent.

14- Delays In Transit

14.1 Even with a specifically agreed written timescale then arrival and departure times are an estimate only. With up to 3 hours possible delayed.

14.2 If we do not keep to an agreed written time scale schedule and any delay is within our reasonable control, and If through no fault of ours we are unable to deliver your goods, we will take them into store. This contract will then be fulfilled and any additional service(s), including storage and delivery, will be at your expense.

15- Damage To Premises

We shall only be liable for damage to premises caused by our negligence. Any damages to premises must be noted and showed to the driver before leaving the premises, otherwise we can't be responsible.

16- Time Limits For Claims For Fixed Price Quotations

We will not be liable for any loss or damage to any goods unless showed to the driver before leaving the premises. If shown and agreed by the driver, then any claim for loss or damage should be notified to us in writing by recorded delivery post or email WITHIN ONE DAY (this is a requirement of insurers), Day one is the next day after the finish of the collection/delivery.

17- Our Rights To Withhold Or Dispose Of Goods

We have a legal right to withhold or ultimately dispose of some or all of the goods after 6 hours of not paying all our charges and other payments due under this contract. These include any charges that we have paid out on your behalf. While we hold the goods and wait for payment you will be liable to pay all storage charges and other costs incurred as a result of our withholding your goods and these terms and conditions will continue to apply.

18- Whole Agreement

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 should be confirmed in writing. Any variation however agreed shall never invalidate the remainder of these Terms and Conditions.

19- Right Of Intellectual Property

19.1 We own all intellectual property rights for our website and of the material published on it. These works are protected by copyright laws and treaties established around the world. Therefore, all rights are reserved.

19.2 You may print off a single copy, and may download extracts, of any page(s) from our site for your personal references, and you may draw the attention of others within your organization to the material posted on our site.

19.3 You cannot modify the paper (or digital copies) of any materials you have printed off or downloaded. You cannot use any illustrations, photographs, video or audio material, or any graphics separately from any accompanying text.

19.4 Our status (and that of any identified contributors) as the authors of material on our site are to be always acknowledged.

19.5 You cannot use any part of the materials on our site for commercial purposes without obtaining a license to do so from us.

19.6 If you print off, copy or download any part of our site, and breach these terms of use, your right to use our site will end immediately and you must return or destroy any copies of the materials you have produced.

20- Reliance On Published Information

20.1 Reliance shouldn't be placed on commentary and other materials published on our website as they are not intended to amount to advice.

20.2 We hereby are to disclaim all the liability and responsibility that may arise from any reliance placed on said materials by a visitor of our website, or by other parties who may be informed of its contents.

21- Our Website Is Regularly Being Updated

21.1 We regularly update the appearance and content of our website, and this could happen at any time. If needed, we may end the access to our website, or close it indefinitely.

21.2 The material published on our website may be out of date at any given time, and we are not obligated to update it.

22- Liability For The Material Published On Our Website.

22.1 The material posted on our website is provided without any conditions, guarantees, or warranties to its accuracy. As permitted by law, we, other members of our group of companies, and third parties connected to us hereby expressly exclude:

22.1.1 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

22.1.2 Liability for any direct, indirect, or consequential losses or damages incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including:

22.1.2.1 income or revenue loss;

22.1.2.2 business loss;

22.1.2.3 profits or contracts loss;

22.1.2.4 anticipated savings loss;

22.1.2.5 data loss;

22.1.2.6 good will loss;

22.1.2.7 wasted management or office time; and whether caused by tort (including negligence), breach of contract or otherwise, even if it is foreseeable.

22.1.2.8 However, this does not affect in any way our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

23- Your Information And Visits To Our Website

23.1 We process your information as per our privacy policy.

23.2 By using our website, you agree to such processing and you warrant that all data provided information is accurate.

24- Upload Of Materials To Our Website

24.1 When you use a feature that allows you to upload materials to our website, or to contact other users of our website, you must agree to the content standards set out in these terms. You warrant that such contributions do comply with said standards, and you indemnify us for any breach of said warranty.

24.2 All material you upload to our site will be treated as non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties said materials for any purpose. We also retain the right to disclose your identity to any third party that is claiming that any materials posted or uploaded by you to our website are in violation of their intellectual property rights, or of their privacy rights.

24.3 We are not responsible, or liable to any third party, for the content or accuracy of any materials posted by you or other users of our website.

24.4 We have the right to remove any materials or posts you put on our website if they do not comply with the content standards set out in these terms.

25- Hacking, Viruses And Other Illegal Actions

25.1 You are not to misuse our website by knowingly and intentionally introducing viruses, Trojans, worms, spy-ware, mole-ware, logic bombs or other material which is malicious and technologically harmful. You must not attempt to acquire unauthorized access to our website, the server on which our website is stored, or any server, computer, or database that are connected to our website. You must not attack our site via a denial-of-service (DoS) attack or a distributed denial-of service attack.

25.2 By breaking this provision, you are committing a criminal offense under the Computer Misuse Act 1990. We will report such breach of law to the relevant law enforcement authorities and we will co-operate with said authorities by disclosing your identity to them. If you breach the mentioned terms, your right to use our site will be immediately terminated.

25.3 We are not liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, stored

data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any other website linked to it.

26- Links To Our Website

26.1 You are allowed to link to our homepage, if you do so in a way that is fair and legal, and does not harm our reputation or abuse it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where there is none.

26.2 You must not make any links from any website that is not yours.

26.3 Our website is not to be framed on any other website, nor may you make a link to any part of our website different than its homepage. We retain the right to withdraw linking permissions without any notice. The website from which you are linking to us must be in accordance to with the content standards set out in these terms.

26.4 If you wish to use materials of our website other than that set out above, please state your request to our email address.

27- Outgoing Links From Our Website

27.1 Links provided from our website to other sites and resources are for your information only.

27.2 We do not have control over the contents of said sites and resources. We hold no responsibility for them or for any loss or damage that may come from you using of them.

Terms Of Use Variations And Alterations We may change these terms of use at any time by altering this page. You are expected to check this page occasional in order to take notice of any changes we make, as they are binding on your part. Some provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.

28- Concerns That May Arise

In case you have concerns regarding any kind of material that appears or may appear on our website, please inform us on our email address admin@eliteremoval.co.uk

29- Jurisdiction

This contract is subject to the laws of Scotland as our principal place of business is situated in Scotland.