

## **PRIVACY POLICY**

Same Day Mover recognizes the importance of your privacy, and that you have a right to control how your personal information is collected and used. This Privacy Policy is intended to comply with the Privacy Act 1988.

## Collection and Use of Information

We may collect personal information in the process of conducting business. We will collect only that information about you that is necessary for the conduct of our business and our relationship with your organisation. Personal information may be obtained directly from you, via another contact in your organization, or through a third party who we believe has informed you that your details may be provided to us. We do not normally obtain or store information that is deemed by the Privacy Act to be "Sensitive Information".

Your information will be used to maintain licensing records and to inform you of product renewals, upgrades, and alerts. It may be also used for marketing purposes by Same Day Mover or third parties acting on our behalf. Please inform us in writing if you do not wish your information to be used for this purpose.

## Storage and Security of Personal Information

Your information is held either in paper-based records or in electronic form in our databases. We will endeavor to take all reasonable steps to keep secure any information which we hold about you. If your information is no longer needed, we will either delete it from our systems or de-activate it. Please notify us immediately if you believe the security of your information with us has been breached.

## Disclosure of Personal Information

Your personal information will not be passed to any other company.

# Consequences if All or Part of the Information is Not Provided

You may choose not to provide all or part of the information requested by Same Day Mover. However, this could mean that Same Day Mover may not be able to deliver the product or service you require.

### Access to Personal Information

We will take all reasonable steps to ensure that the information we hold is accurate, and we will put into effect any changes that you ask for. If you would like to know what information we store about you or to update or correct out of date or inaccurate information, please contact us in writing by email, fax, or letter (details below).

### Links to Other Websites

From time to time, Same Day Mover's website may contain links to external websites. These linked sites are not under the control of Same Day Mover, and we are not responsible for the conduct of companies linked to our website.

## **Future Changes**

Same Day Mover reserves the right to review its Privacy Policy at any time and notify you by posting an updated version of the policy on our Web site. The amended Privacy Policy will apply between us whether or not we have given you specific notice of any change.

**Further Information** 

Requests for further information can be requested using our CONTACT FORM.

#### **TERMS & CONDITIONS**

#### **DEFINITIONS:**

Our regulations explain the rights, duties, and responsibilities of parties to the agreement between the Same Day Mover (SDM) and the customer.

The word used as "you" or "your" mean the customer.

The word used as "we", "us" or "our" means Same Day Mover (SDM).

By confirming the reservation with SDM you are agreeing to the following terms.

These conditions may be changed or made subject to a prior written agreement between the parties. Attention is drawn to the clauses that define our liability for loss or damage to goods and property.

# **OUR VALUATION:**

Our prices, unless otherwise noted, do not include customs duties, ferries, toll roads, inspections, or any other fees and taxes payable to government bodies. It does not include us, taking responsibility for your goods.

1.2 We reserve the right to change prices or introduce an additional fee, if the circumstances are applicable, which were not taken into account when preparing our confirmation in writing. In such circumstances, adjusted charges will apply and become payable.

### These are:

- 1.2.1 Change in expenses due to the differing stated in the valuation given for REGARDING pickup and delivery of indicated floor.
- 1.2.2 Change in expenses due to the differing stated in the valuation given for the van about the size of the ordered amount of goods carried.
- 1.2.3 Change in expenses due to the differing set the valuation given for the number of additional helpers.
- 1.2.4 Change in expenses due to the differing set the valuation given for the amount ordered hours.
- 1.2.5 Change in expenses due to the differing set the valuation given for the distance between moving from and moving to address.

- 1.2.6 Change in expenses due to the differing the set the valuation given for the flooring in the properties if there is no lift/elevator.
- 1.2.7 The change in costs that the difficulty or impossibility of delivery by the stairs, elevators, or gates, which are inadequate for free movement of goods without mechanical equipment or structural change or the approach road or drive is unsuitable for our vehicles for loading and unloading.
- 1.2.8 Change in expenses arising from additional charges such as parking, the mandate for the lack of parking permits in a specified place or other fees or charges implemented by us on your behalf.
- 1.2.9 Change in expenses resulting from delays or events beyond our control which increase or expand the resource or time spent on completion of agreed work.
- 1.2.10 Change in expenses due to currency fluctuations or changes in taxation beyond our control. In such circumstances, adjusted charges will apply and become payable.

## WORK NOT INCLUDED IN THE QUOTATION:

- 2.1 Unless Agreed to us in writing, we Will not:
- 2.1.1 Removing or installing furniture's build-in.
- 2.1.2 Disconnect, reconnect, dismantle or re-install the equipment, 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 access to secure access.
- 2.1.5 Move or store any items excluded under clause 5.

## **OUR RESPONSIBILITY:**

3.1 On our responsibility is to deliver your goods for you from "moving from address" to "moving to address" in the same condition as they were in at the time when they were packed or otherwise made ready for transportation.

All goods are insured in The van For up to £10,000. We are not liable for the first £250.00 per claim. It is the responsibility of the customer to ensure extra insurance is arranged if required.

Goods will be protected only by our insurer, if the SDM team will prepare for the transport all of the things described in the Transport List ( Inventory List ) by our customer.

- 3.2 In the event that we have undertaken to pack the goods, or otherwise make them ready for transportation. It is our responsibility to deliver them to you undamaged. By "undamaged" we mean in the same condition as they were immediately prior to being packed/made ready for transportation.
- 3.3 If we fail to discharge the responsibilities identified in clause 4.1 and 4.2, we will, subject to the provisions of clauses 7, 8, and 10, be liable under this agreement to compensate you for such failure.

- 3.4 We will not be liable to compensate you where clause 2.2, 3.2, and 5.2, apply unless loss or damage occurred as a result of negligence or breach of contract on our part.
- 3.5 If you do not provide us with a declaration of value of your goods, or if you do not require us to accept standard liability pursuant to clause 8.1 we will not be liable to you for failure to discharge the responsibilities identified in clause 4.1 and 4.2, unless that failure was caused by negligence or breach of contract on our part.
- 3.6 The amount of our liability under this clause shall be determined in accordance.

### YOUR RESPONSIBILITY:

- 4.1 It is your responsibility to:
- 4.1.1 Declare to us in writing the value of goods transported. If it is determined that the value of goods transported is lower than declared, you agree that our liability will be reduced. All goods in transit cover up to  $\pm$  10,000
- 4.1.2 Values such as jewellery, valuables, money should be with you and under your control. We take no responsibility for loss of cash, jewellery, valuables.
- 4.1.3 Get the documents, permits, authorisations that allow us to make a move.
- 4.1.4 Inform us if there are any height, weight or length restrictions for vehicles to access both properties.
- 4.1.5 Be present or Represented During the collection and delivery.
- 4.1.6 Take all reasonable steps to ensure That nothing That Should be removed is left behind and nothing is taken away by mistake.
- 4.1.7 Ensure proper protection of property left unattended in rooms where people such as (but not limited to) tenants or workmen are, or will be present.
- 4.1.8 Prepare, protect adequately and secure all equipment or electronic equipment.
- 4.1.9 Make sure the fridges are defrosted and empty before shipping. We are not responsible for the content.
- 4.1.10 Make sure the delivery address given is correct.
- 4.2.11 Ensure that during transport if you do not ride in the van with a driver you have your phone switched on and you are in contact with the driver.
- 4.2.12 Other than because of our negligence or breach of contract, we will not be held liable for any loss or damage, costs or additional charges that may result from failure to discharge these responsibilities.

## GOODS WHICH CANNOT BE TRANSPORTED:

5.1 Unless previously agreed in writing by the director or other authorised representative of the company, the following items cannot be declared for transport under any circumstances.

Items listed in paragraph 5.1.1 below may present risks to health and safety and fire. Products listed in section 5.1.2 to 5.1.6 below carry other risks and should make their own arrangements for transport.

- 5.1.1 Prohibited or stolen goods, drugs, 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 cause infestation or contamination.
- 5.1.4 perishable products and / or services that require a controlled environment.
- 5.1.5 All kinds of animals, birds, reptiles and fish.
- 5.1.6 Goods which require special licenses ( weapons and ammunition ).
- 5.1.7 Goods listed above may not be transported by us. SDM will not accept any liability in connection with the transport of these goods if they are not declared or communicated to transport without our consent or to inform us. It is your responsibility to make sure to delete the goods listed above in section 5.1.2 to 5.1.6

## **OWNERSHIP OF GOODS:**

- 6.1 By entering into this Agreement, it shall ensure that:
- 6.1.1 The goods to be transported belongs to you, or person (s) you represent and have obtained permission for their transport and interests.
- 6.1.2 If you transport goods in behalf of someone else's it also ensures us that you have read the terms of the contract and the people who represent familiar with the terms of our contract and have been made aware of these conditions.
- 6.1.3 You will pay us for any claim for damages and / or costs brought against us if either warranty 6.1.1 or 6.1.1 is not true.

#### PAYMENT:

- 7.1 Unless otherwise agreed by us in writing:
- 7.1.1 Payment is due on or before starting work.
- 7.1.2 You cannot deny any part of the agreed price.
- 7.1.3 If you paid 30% deposit, then you have to pay the outstanding balance before unloading the goods to your property. Then we will unload your goods.
- 7.1.4 If you refuse payment for the service then we reserve the right to commandeer your goods until the settlement payment. At this time, your goods will be stored in the storage for 28 days.

Customer cover the cost of storage.

Costs for storage are not subject to our valuation and not subject to any discussion.

The bill for storage will be presented by selected by us store company.

The cost of transport and unloading to the selected storage will be added to the final bill and not subject to any discussion.

7.1.5 If you'll not collect your goods from the storage within 28 days we will have to dump it and debt company will deal with your debt.

### DAMAGE TO PREMISES OR OTHER PROPERTY THAN GOODS:

- 8.1 Since the contractors are often present at the time of collection or delivery our liability for loss or damage is limited as follows:
- 8.1.1 If the result in the loss or damage premises or property other than goods for removal as a result of our negligence or breach of contract, our liability shall be limited to damages only the surface or area only.
- 8.1.2 If the damage due to transport of goods under your express instruction, against our advice and where to move the goods in the recommended manner could result in damage, we will not take responsibility.
- 8.1.3 We keep the right to refuse to move bulky items if there is not enough space in the property and there is the risk to damage the structure of the walls or furniture.

# **EXCLUSIONS OF LIABILITY:**

- 9.1 In view of the limited liability shall not be liable for any loss or damage to their goods as a result of fire or explosion howsoever that fire or explosion was caused, unless it was negligence or breach of contract.
- 9.2 in respect of standard liability and limited liability, other than as a result of our negligence or breach of contract will not be held liable for any loss, damage or failure to the following items:
- 9.2.1 bonds, securities, stamps of all kinds, manuscripts and other documents electronically held data records, and mobile phones.
- 9.2.2 Plants or goods likely to encourage vermin or other pests or cause infestation or contamination.
- 9.2.3 perishable products and / or services that require a controlled environment.
- 9.2.4 Furs exceeding £ 100 in value, jewellery, watches, precious stones and metals, money, coins, deeds.
- 9.2.5 Any animals, birds and fish.
- 9.3 in respect of standard liability and limited liability, other than as a result of our negligence or breach of contract will not be held liable for any loss, damage or failure to produce the goods if caused by any of the following circumstances:

- 9.3.1 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, strikes or other such events outside our control.
- 9.3.2 Loss or damage due to radiation or radioactive contamination.
- 9.3.3 Loss or damage resulting from chemical, biological, biochemical, electromagnetic weapons and cyber attack.
- 9.3.4 indirect or consequential loss of any kind or description.
- 9.3.5 The normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable. This includes goods left within furniture or appliances.
- 9.3.6 by pests, moth, insects and similar infestation, damp, mildew or rust.
- 9.3.7 For cleaning, repair or restoration, unless arranged for work to be carried.
- 9.3.8 to change the weather and climate.
- 9.3.9 In the event of any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by us.
- 9.3.10 Loss of or damage to China, glassware and fragile items unless they have been both professionally packed and unpacked by us or our subcontractors. In the event of an accident involving the owner packed container where damage would have occurred regardless of the quality packaging, our liability is limited to £ 100 or its actual value, whichever is less.
- 9.3.11 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence relating to external damage.
- 9.3.12 loss or damage to vehicles caused by scratching and marring unless entered to receive from us a preliminary report of the collection.
- 9.3.13 loss or damage to the vehicle while it is driven or to be driven under its own power other than for the purpose of loading or unloading of transportation or transporting container. Loss or damage sustained by accessories and moving parts, unless lost with the vehicle.
- 9.3.14 In case of any goods which are pre-existing defect or are inherently defective.
- 9.4 No employee of ours shall be separately responsible for any loss, damage, miss-delivery, errors or omissions resulting from the provisions of this Agreement.
- 9.5 Our liability will cease after delivery after delivery (see section 11.2)

We shall not be liable for:

9.6 loss or damage caused where Goods have been packed or unpacked by You or others.

If We are negligent or in breach of contract or otherwise responsible for causing loss or damage to Your premises We will pay You either;

A the cost of repairing the damaged area to a maximum limit of £75; or

B up to a maximum of £75 on each premises.

#### **DEADLINE CLAIMS:**

- 10.1 In the case of goods that we supply, please contact our office and also notify us in writing of any visible loss, damage or failure to produce any goods at the time of delivery.
- 10.2 Please note after finishing work and workers left then we do not take any responsibilities for any damages. You need to report if any damages to our team before they leave.

### **DELAYS IN TRANSIT:**

- 11.1 Other than by reason of our negligence or breach of contract, shall not be liable for delays in transport.
- 11.2 We will do our best to arrive within the time scale stated, however arrival times are estimated.

Delays to pick-up/delivery times are sometimes unavoidable (due to traffic accidents, weather etc.). We do not accept any responsibility for any customer loses due to unforeseen or out of our control delivery/pick-up delays.

#### **OUR RIGHT TO SUBCONTRACT WORK:**

- 12.1 We reserve the right to subcontract part or all of the work.
- 12.2 If a sub-contract, these conditions still apply.

# **DELIVERY FOR PACKAGING MATERIALS:**

- 13.1 We deliver to any place in London, standard delivery takes 24-48hrs (if orders are placed by 3 pm), all Standard deliveries are free of charge except orders under £50. On your request we can deliver your order next day for additional charge of £15.
- 13.1.1 There will be no deliveries made at weekends or on bank holidays. All deliveries will require a signature so please ensure there is someone available to take delivery of the goods when placing your order otherwise you will have to collect your order yourself.

### HOW TO CANCEL PACKAGING MATERIALS ORDER?

14.1 Please contact our office or use contact form on our website. Please note that orders can only be cancelled providing dispatch has not occurred. If you need to return an item that has already been dispatched please read below.

#### RETURNS OF PACKAGING MATERIALS

Any goods which are damaged on arrival must be advised to the sales team within 48 hours of receipt. At their discretion SDM will either supply a full refund or replacement goods. Any goods ordered in error must be returned to SDM at the buyers cost, within 10 days of the order date. SDM will provide a refund less a charge of £8.00 per item to cover carriage costs and administration.

#### PARKING:

Providing parking permit is the responsibility of the customer, if there are restrictions e.g.: yellow lines, red routes, residents only etc. you must provide a permit from the local council if this is not possible, please be honest and say where the closest legal parking is available e.g.: 50 yards, 100 yards etc... this may cost a little more but it is much better for you if we know in advance, if parking is legal try to reserve a space for the van outside before it arrives or call the local council and get a suspension or permit where necessary) if there is no parking pre -arranged any parking fines received will be the responsibility of the customer and must be paid by the customer on completion, however we will not park illegally and the driver may have to leave if legal parking is not provided.

If you will not provide the parking permit for our vehicle, then our driver may ask for a deposit of 80 GBP + VAT for a potential fine. If we do not receive a penalty ticket by a letter from your Council within six weeks, we will refund the deposit paid for the penalty ticket. If we receive a ticket, we will send you photos to your email to confirm.

#### POSTPONEMENT OR CANCELLATION:

If you postpone or cancel your removal up to 48 hours before the booking time, you won't have to pay any charges. If you postpone or cancel within the 48 hours before booking time, you will be liable of paying cancellation fee - 30& of the total order = deposit. We reserve the right to cancel or change dates and times.

# **CONGESTION & TOLL CHARGES:**

There will be an extra charge of £15 when passing through the London Congestion Charge Zone, other congestion charge zones, tolls or ferry charges will be charged accordingly. (Unless otherwise stated)

There will be an extra charge of £12.5 when passing through the London Ultra Low Emission Zone, other congestion charge zones, tolls or ferry charges will be charged accordingly. (Unless otherwise stated)

## **INSURANCE:**

All goods are insured in The van up to £10,000. Insurance apply only if you provide Inventory List with all your items including value. We are not liable for the first £250.00 per claim. It is the responsibility of the customer to ensure extra insurance is arranged if required.

Goods will be protected only by our insurer, if SDM team will prepare the goods for the transport all of the things described in Inventory List by our customer.

#### STAFF ABUSE:

Verbal or threatening behaviour will not be tolerated. If the driver is forced to leave the job because of abuse from the customer verbal or otherwise the customer will still be liable to pay in full.

The relevant United Kingdom law shall govern these terms and conditions, and by agreeing to be bound by them the customer agrees to submit to the exclusive jurisdiction of the relevant courts of the United Kingdom.

## **Shipping & Returns**

- We do not sell directly from the warehouse. You can only place an order online or by phone.
- Minimum order of £50. If order is less than £50 (excluding VAT) delivery charge of £10 will apply.
- Next working day delivery for orders placed only before 3pm.
- We do not provide deliveries on the weekends and bank holidays.
- For all deliveries in the Congestion Charge and Ultra Low Emission Zone charges will apply.
- Next working day delivery is subject to stock availability. SDM cannot be held responsible for any 3rd party delivery service delays.
- Open and fully check the contents of your delivery before signing to confirm receipt, no returns, no complaint will be accepted after signing the invoice.
- If there is no one authorised to take delivery on date specified in order, we will charge an additional £10 for next shipment and Congestion Charge, Ultra Low Emission Zone charges if applicable.

Any goods which are damaged on arrival must be advised to the sales team within 48 hours of receipt.

At their discretion SDM will either supply a full refund or replacement goods.

Any goods ordered in error must be returned to SDM at the buyer's cost, within 10 days of the order date.

SDM will provide a refund less a charge of £8.00 per item to cover carriage costs and administration.