

# Moving out of our home

## Redbox terms and conditions for removal and storage.

### Removal, storage and onward delivery

<b>Storage</b>	35 sq ft storage pod (250 cubic feet) (per calendar month)	from £230.40
<b>Collection</b>	Collection of goods from Sunrise location	from £281.91
<b>Loading</b>	Loading service (per hour for 2 men)	£72.91
<b>Delivery</b>	Redelivery charge	POA
<b>Packing supplies</b>	Supply of large packing boxes (pack of 5)	£9.00
<b>Insurance</b>	Insurance charge per £100 cover. Declaration of value will be required to insure cover	£1.00

Agreement is made between client and Redbox only. For full terms and conditions, please visit: [sunrise-care.co.uk/care-services/terms-and-conditions](http://sunrise-care.co.uk/care-services/terms-and-conditions)

These conditions explain yours and our rights, obligations and responsibilities under the agreement constituted by these conditions and our quotation. When we use the word 'you' or 'your' it means you, the Customer who has requested our services: 'We', 'us' or 'our' means Office Base Limited trading as REDBOX ("Redbox") and "Kelly's Staff" is in reference to our service provider. These conditions can be amended only by prior written agreement between you and us. Your attention is drawn to clauses 5, 9 and 10 which set out our liability to you for loss of or damage to your goods or property.

#### 1. Our Quotation

1.1 We may change the price set out in our quotation or impose additional charges if circumstances apply or events occur that were not taken into account when we prepared our quotation. Examples include if:

You do not accept the quotation within 28 days of, or the service is not carried out or provided within 2 months of, the quotation being given.

1.1.2. The service is carried out outside normal working hours (i.e. outside 8.00am-4.00pm)

1.1.3. We have to collect goods above the ground floor and first upper floor.

1.1.4. The stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles or the containers to load/unload are more than 20 metres from the entrance to the premises. We reserve the right to not carry out the job if any of the above apply.

1.1.5. There is a minimum rental charge of 3 months with a booking charge payable in advance.

#### 2. Additional Charges

2.1. Additional charges may also be applied under the following circumstances:

2.1.1. If a parking fine is incurred by us while carrying out the service. This fine may be charged direct to you together with a 10% surcharge for our administration costs. It is your responsibility to arrange suitable parking.

2.1.2. If our drivers arrive at the premises and are unable to load/unload because the keys for the premises are not available and the delay lasts for more than 20 minutes, our driver will leave but the transport charge will be charged to you. If a future time is later arranged, there will be an additional transport charge.

2.1.3. When a loading service is ordered, an minimum period of 4 hours (2 hours x 2 staff) is allocated per container loaded. For every hour required over this allotted time there will be an additional charge of £30 per man per hour of part thereof

#### 3. Our Services

3.1 Loading Services – Kelly's Staff will deliver the container(s) and load your goods into them for you. You are covered for damage due to poor loading but not any damage

due to insufficient packing. This service DOES NOT include packing the items into boxes, dismantling or assembling unit or system furniture (flat pack) INCLUDING BEDS. Disconnecting, reconnecting, dismantling or re-assembling appliances, fixtures, fittings or equipment. Moving items from a loft or doing any work that involves the use of a ladder. Or under any circumstances packing items into boxes. Our responsibility will be solely to put pre-packed items into the containers.

#### 4. Your Responsibility

4.1. It is your sole responsibility to:

4.1.1. Empty, properly defrost and clean any refrigerators and deep freezers. We will not be responsible for their contents.

4.1.2. Provide us with a contact address for correspondence and any subsequent changes to such address throughout the period of storage of your goods.

4.1.3. Inform us within 48 hours of any damage to your goods or property in writing to [admin@kellystore.co.uk](mailto:admin@kellystore.co.uk) which occurred during a loading or unloading service.

4.1.4. Ensure all discrepancies are noted on the driver's docket and signed by both yourself and the driver. Any discrepancies reported after this time may not be accepted.

4.1.5. Ensure that all items packed by you in boxes are packed securely. Save as otherwise provided in these conditions, we will not accept liability for damage to any items not so packed.

4.2. Where a loading and packing service is ordered (and in addition to Clause 4.1 above) it is your sole responsibility to: Obtain at your own expense, all access and parking facilities reasonably required by us to enable us to carry out the services.

4.2.1. Be present during the removal of your goods

4.2.2. Where a mobile service is ordered (and in addition to Clause 4.1 above) it is your sole responsibility to:

4.3. Obtain at your own expense, all access and parking facilities reasonably required by us to enable us to carry out the services.

4.3.1. Be available on the phone at all times. Our drivers will not deliver the container(s) without speaking with you first, and you will be charged the full transport rate.

4.3.2. Advise us by 3pm the day before your booking is due of any cancellations or amendments. Failure to do so may result in a cancellation charge which would be equivalent to the full, original collection charge.

4.3.3. We will not be liable for any loss or damage you suffer or incur as a result of your failure to perform your responsibilities hereunder.

Continued overleaf

## 5. Our responsibility

5.1. It is our responsibility to deliver your goods to you, or produce them for your collection, undamaged. By "undamaged" we mean in the same condition as they were in at the time when they were packed or otherwise made ready for transportation and/or storage. Our responsibility will cease upon delivery to you or upon collection by you from our store.

5.2. If we fail to discharge the responsibilities identified in clause 5.1 we will, subject to the provisions of clauses 5.1.1, 9 and 10 be liable under this agreement to compensate you for such failure.

5.3. The amount of our liability under this clause 5 shall be determined pursuant to clause 9.

## 6. Goods that must not be submitted for removal or storage

6.1. The items listed below are examples but not an exhaustive list of goods that may present risks to health and safety or may carry other risks that prohibit their storage.

6.1.1. Stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items including; gas bottles, aerosols, paints, firearms and ammunition.

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

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

6.1.4. Perishable items and or those requiring a controlled environment, animals, birds or fish.

6.2. If you submit such goods without our knowledge, we will endeavour to make them available for your collection and if you do not collect them within a reasonable time we will dispose of such goods without notice. In addition, you will be liable to indemnify us against any charges, expenses, damages, legal costs or penalties incurred by us in relation to such prohibited goods. Furthermore we will not be liable to you for any damage or loss incurred or suffered by you as a result of our disposal or destruction of such prohibited goods.

## 7. Ownership of the Goods

7.1. By entering into the agreement, you guarantee that:

7.1.1. The goods to be stored in your container are your own property or the person(s) who own or have an interest in them have given you authority to store the goods in your container or enter into the agreement and have been made aware of these conditions.

7.1.2. We will only give access to your container to a third party if we have confirmation in writing from you to do so.

7.1.3. You will indemnify us against any loss or damages including costs brought against or suffered by us if clause 7.1.1 is not true

## 8. Payment

8.1. We will take booking charge payment prior to goods being collected. You will then be invoiced for storage on the 1st working day of each month, for the whole of that month in advance.

8.1.1. Payment will be taken automatically from the payment method you gave upon booking, unless otherwise arranged. If we do not have any payment details, you will be charged a 20% irregular payment surcharge.

8.1.2. When booking your goods out of storage, we will generate a final account, which will charge you any transport fees that may be due, and refund any storage rental and disposal charges unused.

8.1.3. The balance will need to be settled by 48 hours before any delivery can be carried out.

8.1.4. The preferred payment method is by debit or credit card or direct debit. All other methods may be subject to a 20% surcharge.

8.1.5. If your account is in arrears you will not be allowed to access to your goods until the account is cleared.

8.1.6. Payment terms are payments must be received within 30 days from invoice date stated on invoice supplied.

8.1.7. Should the account fall into arrears past our payment terms we reserve the right to sell the goods immediately.

## 9. Determinations of amount of our liability for loss or damage

9.1. Where the loss or damaged item is part or a pair or set, our liability to you, where it is to be assessed as the cost of replacement of that Item, will be assessed as a sum

equivalent to the cost of that item in isolation and not the cost of that item as part of or a pair or set.

9.2. We recommend that you take out personal insurance for any of your goods. All goods must be insured whilst in storage. If your goods are covered elsewhere, you will be charged at our rates until proof of insurance policy is sent to us, specifying your goods are covered whilst in storage. If the policy expires whilst in storage, we withhold the right to charge our rates until we receive a copy of an updated policy.

9.3. The maximum liability per container stored is £100 per item, unless agreed otherwise with Kelly's.

## 10. Exclusions of Liability

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

10.1.1. Bonds, Securities, Stamps of all Kinds, Manuscripts or other documents or electronically held Data Records.

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

10.1.3. Perishable Items and/or those requiring a controlled environment.

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

10.1.5. Animals, birds or fish.

10.1.6. Any goods in wardrobes, drawers or appliances.

10.1.7. China, glassware and fragile items unless packed and unpacked by us.

10.1.8. Any goods which have a pre-existing defect or are inherently defective but provided that in the event of an accident involving an owner packed container where damage would have occurred irrespective of the quality of the packing, then our liability will be limited to £100 or its actual value whichever is less.

10.2. 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:

10.2.1. 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, strike or other such events outside our reasonable control.

10.2.2. Ionising radiations or radioactive contamination.

10.2.3. Chemical, Biological, Bio-chemical, Electromagnetic Weapons and cyber attack.

10.2.4. 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.

10.2.5. Vermin, moth, insects and similar infestation, damp, mould, mildew or pest.

10.2.6. Cleaning, repairing or restoring the goods unless we arranged for this to be carried out.

10.2.7. Change to atmospheric or climatic conditions.

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

10.3. Notwithstanding any other provisions of these conditions, we shall not be liable for any indirect or consequential loss of any kind or description howsoever caused.

10.4. No employee or sub-contractor of ours will be individually liable to you for any loss, damage, miss-delivery, errors or omissions under the terms of the agreement,

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

## 11. Our right to hold the goods (lien)

We reserve the right to withhold some or all of your goods until you have paid without set-off all our charges and any other payments due under the agreement. In addition, we shall be entitled to sell or dispose of some or all of your goods without further notice to enable us to recover any sums due to us. The cost of the sale or disposal will be charged to you with the net proceeds credited against your account with us and the balance paid to you without interest. If the full amount due to us from you is not thus recovered, we will take steps to recover the balance from you.

