

Terms & Conditions of BMC Transport (July 2007) General: Where we use the word "you", "your" or "customer" it means the customer; "we", "us", "BMC" or "our" means us as named above. Where we use the words "goods" or "consignment" this refers to items that are subject to the removal or storage. Once you or someone acting on your behalf and with your consent signs a booking form, you agree that you are entering into a legally binding agreement with us to carry out the delivery or removal as detailed on our booking form. You further agree that you have read and agreed to the terms and conditions herewith and these terms and conditions form the basis of a contract between us and you. The provisions contained in this contract are considered fair and reasonable by the parties but if any provision shall be found to be unenforceable but would be valid if any part of it were deleted or modified, the provision shall apply with such modifications as may be necessary to make it valid and effective. **Cost/Quote:** We will provide the customer with a quote to carry out their removals/delivery using information provided by the customer – please see the Volume section below. Once a customer accepts the quotation, completes a booking form and pays any requested deposit the quotation given is fixed. Certain situations may increase the quotation given, such as, but not limited to: The charge incurred by BMC for ferry crossings increasing by more than 5%, sudden increase in world fuel costs (over 20%) difficulty with access at either collection or delivery address etc – see Collection and Delivery sections below. In most situations, once a customer has booked their removal with BMC, the cost will not increase. **Service:** We agree to provide a removals service, collecting and delivering items as disclosed by the customer, from and to the addresses supplied by you and as detailed on the booking form. Our staff will be polite at all times and act in a professional manner. We will export wrap most items of furniture and further protect items of furniture with purpose made removals blankets. We will provide adequate manpower to load and unload the customers' belongings. The customer should ensure all items are ready to be loaded, securely packed and that each item or box is listed on the inventory form. All boxes and other vessels should be numbered and with the customers surname clearly visible. All electrical goods should be unplugged and unplumbed if appropriate. BMC are not authorised to disconnect items from gas supplies. Beds should be dismantled as should items too large to fit through door (or other) apertures. Pedals should be removed from bicycles. Customers should ensure any sharp or protruding items are securely wrapped. BMC can not be held liable for damage caused by customer neglect. Customers agree to reasonably ensure all items are securely packaged. BMC are not insured to enter loft spaces. We may reasonably expect to carry out the removal in a clean environment. BMC reserves the right to refuse to carry out a removal if they deem the property dirty or dangerous. Staff/porters will not tolerate abusive behaviour from customers or from persons at the property there with their (customers) permission or knowledge. **Collection:** We agree to attend the customers' premises, or other premises as advised, at the time and date as detailed on our booking form. The customer agrees to have a suitably smaller vehicle available should access not be suitable for our vehicle(s) BMC reserve the right to charge extra or refuse collection should the distance from vehicle to property/address exceeds 35 meters, unless previously arranged. Should BMC be delayed for whatever reason, we shall inform the customer as soon as possible. The customer agrees that BMC can not be held liable for delays outside the control of BMC. Such delays include, but are not limited to, traffic delays, vehicle breakdown, accidents, extreme weather conditions, war, civil commotion etc. BMC agrees to minimise any such delays and keep the customer fully informed. We agree to do anything reasonably possible to attend the customers address despite any possible delays encountered but BMC will limit such action to avoid loss. **Delivery:** We agree to deliver to the address, and on the date as detailed on our booking form. If BMC should encounter delays, we will, where possible, inform the customer of a revised estimated time of arrival. BMC can not be held liable for delays outside of their control. Such delays include, but are not limited to, Traffic delays, Vehicle breakdown, Accidents, Extreme weather, Ferry crossing delays, War, Civil commotion etc. BMC agrees to minimise such delays and to keep the customer fully informed. The customer should ensure that BMC can gain vehicular access to their property. If the customer is any doubt, they should ensure they have access to a smaller vehicle. If BMC are unable to park within 35 meters of the customers premises, we reserve the right to either arrange smaller transport at the customers expense, obtain additional manpower at the customers expense or to unload at the nearest point we can get to with our vehicle(s) BMC may, at their discretion, charge the customer a reasonable amount should they (BMC) experience delays in unloading. Any additional charges must be agreed with the customer and paid to BMC. BMC agree to keep any additional charges reasonable. Deliveries to Southern European addresses outside of the winter months (March – October inclusive) will normally commence at anytime from 6am. BMC, at their discretion, may decide to unload some of the consignment in the morning and the remaining unloading to be carried out in the evening. We reserve the right to place the consignment in secure storage within 100 kilometers of the delivery address should the customer not obtain access to the property. The customer will be liable for any storage costs and any onward delivery charges. BMC will assist in arranging any onward transportation where possible. We may, at our discretion (and if our workload permits) agree to deliver the next day and may charge for such. Such charges will be reasonable but subject to a minimum of £100 and a maximum of £300. Some European local councils/authorities may require a parking permit (or similar) allowing us to park and unload. It is the customers' responsibility to obtain any required permissions. **Misc:** The customer agrees to compensate BMC for damage caused to a vehicle should the vehicle be damaged attempting to gain access to the delivery point. This includes damage caused to paintwork, tyres and any other part of the vehicle. The customer, where possible, agrees to ensure track/drive ways are free from obstacles, such as overhanging trees and boulders. BMC will use their expertise to deem whether a road/track is suitable for their (BMC) vehicle(s) Should a road/track be deemed un-passable by BMC, the customer should ensure BMC are able to unload at a different location as soon as practical and keep any delays to a minimum. If the customer is unable to locate a suitable unload area, BMC reserve the right to place the consignment into storage of their (BMC) choice. The customer will be liable for any storage and insurance costs incurred. **Volume:** BMC will work out the volume of the consignment from either a home visit or from information provided by the customer by either email, completion of our online booking form or telephone call. Customers should disclose everything they want transporting. BMC can not be held liable should there not be sufficient space. If this is the case, the customer should prioritise which items are to be included in the removal. BMC generally offers two different volume options: 1) A large long wheel base van offer up to 17 cubic meters of load area, 2) up to 31 cubic meters of load space utilising a panel van plus a large box trailer. Larger space options are available. These terms and conditions apply only to domestic customer and to deliveries and removals to and from European countries. Business customers can request our standard transportation terms and conditions. Nothing in these terms and conditions should affect your statutory rights as a consumer. **Payment:** BMC will normally request from the customer a booking deposit. This deposit is non refundable if less than 8 weeks notice is given (see cancellation charges below) The balance is then payable 10 days prior to load up IF paying by bank transfer or credit or debit card. Payment in cash can be made on the day of load up. **Cancellation charges:** Booking deposits are 80% refundable IF we are given 8 weeks notice. Cancellation of less than 8 weeks is charged as follows and is based on a percentage of the total removal cost. We've tried to keep these as reasonable as possible. For the purpose of working out the charges, the load up date and the date of confirming you accept our quotation are not included. 4 to 8 weeks notice 30% (or any booking deposit already paid ~ whichever is the greater) 2 to 4 weeks notice 40% (or any booking deposit already paid ~ whichever is the greater) 5 days to 2 weeks notice 50% (or any booking deposit already paid ~ whichever is the greater) Less than 5 days notice (not including the day you inform us you wish to cancel and not including the load up date 65%. We realise that there are sometimes occasions when a customer has to cancel or change dates and we will try our hardest to help where we can. For date changes only, we will try to offer your preferred new dates and make a small amendment charge (if we need to) If your preferred new dates are not available due to current bookings we may have, we will try to offer dates as close to as possible. **Insurance:** All consignments are automatically insured under our Removers Choice Insurance with AXA. This covers the loss of the consignment whilst in transit. The insurance covers consignments up to £30000, and any one item to £1500 (unless otherwise informed of higher value items) and has an excess £200. Our standard insurance can be upgraded to premier cover on payment of a premium. This increases the cover to include accidental damage during transit and during the load up and unload process. The premium payable is equal to 8% of the declared total value of the customers' belongings. A £200 excess is payable. We can increase the total amount of cover on payment of an additional premium. The maximum amount of cover available is £100,000. Please inform us if you have any unusual or high risk items. Pairs cover is not available.