

# Premises Protection Waiver



**Pickfords**

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# introduction

Under the terms and conditions of the removal contract, we limit our liability for loss or damage to the collection and delivery premises. We do this because it is not always clear when the damage occurred or who caused the damage. On moving day there maybe other people present at the premises such as other removal companies, carpet fitters, electricians and builders. Another reason we limit our liability is that it is very difficult to assess what the cost would be to carry out the repairs. The cost may vary significantly depending on the age of the property.

By taking out the Premises Protection Waiver (the Waiver) we agree to waive the £75 (seventy five pounds) limit in our terms and conditions and agree to accept a higher limit of £50,000 (fifty thousand pounds) per premises subject to the Waiver Terms and Conditions below.

These terms and conditions are to be read in conjunction with the terms and conditions of the removal contract.

**Please note** the Premise Protection Waiver is **not** insurance it is an agreement to accept a higher limit of liability in return for a fee. It is, therefore, not subject to Insurance Premium Tax but is subject to Value Added Tax.

The terms of the Waiver are set out below:

## Waiver terms and conditions

### 1. Definitions:

Words or expressions appearing in the Waiver terms and conditions have been defined and they will have the meaning set out below whenever they appear with the Waiver terms and conditions:

**“Claim”** means a single loss or series of losses arising from one incident or event;

**“Exclusions”** means specific items or things that the Waiver does not apply to.

**“Geographical Limits”** means the United Kingdom, Republic of Ireland, Channel Islands and Isle of Man.

**“In Writing”** means written correspondence including but not limited to email;

**“Money”** means cash, bank and currency notes, cheques, travellers cheques, postal or money orders, bankers drafts, current postage stamps, saving stamps or certificates, bonds, premium bonds, luncheon vouchers, current travel tickets, season tickets, gift tokens, lottery tickets, trading stamps, gift vouchers and phone cards, stamps for the payment of television licenses gas or electricity bills;

**“Premises”** means either the collection address or the delivery address or the Premises where services are being carried out by Us and shall also include moveable and fixed items, objects or goods within the Premises which are not subject the Services;

**“Pre-existing damage”** means damage to the Premises that is not caused by Us and includes but is not limited to wear and tear;

**“Removal Contract”** means the contract You entered into with Us including the terms and conditions;

**“Services”** means transit, storage, or any services of whatever description provided by Us;

**“Terms”** means all terms, exceptions, conditions and limitations which apply to the Waiver;

**“Waiver Fee”** means the amount charged by Us in return for providing the Waiver including Value Added Tax (VAT);

**“Waiver Limit”** means £50,000 per Premises;

**“We Us, or Our”** means Pickfords Move Management Limited or our sub-contractors, servants or agents;

**“You, Your”** means the customer whose name appears on the Removal Contract and who is in receipt of removal/storage services from Us;

### 2. Geographical Limits

The Waiver will apply to Premises within the Geographical Limits.

### **3. Agreement to waive limit of liability**

Subject to You paying the Waiver Fee invoiced by Us, We agree to Waive the limit of liability of £75 in Clause 9 of the Removal Contract.

We will pay for any direct physical loss or damage to the Premises caused by Our negligence or breach of contract or that of Our sub-contractors, servants or agents who are acting under Our direct control and instruction while they are carrying out the Services in the Premises.

No other terms or conditions or variations to the Terms shall apply without Our express written consent prior to the commencement of the Services.

### **4. Waiver Fee**

You agree to pay the Waiver Fee in advance of the Services.

If You make a Claim, We may deduct all or part of any outstanding Waiver Fee due to Us before the Claim is paid.

### **5. Ownership/Legal Interest**

You declare that You are the owner of the Premises or that You have the full authority of the owner or anyone having a legal interest in the Premises to enter into this Waiver and that You have made them fully aware of the Terms of the Waiver and that they have agreed to them.

You agree to pay Us in respect of any claims, charges, and demands including legal costs arising from any Claim made in relation to the Premises by the owner or any third party. If another person has or later obtains an interest in the Premises You agree to advise Us immediately.

### **6. Waiver Limit**

The Waiver Limit is Our maximum liability to You under this Waiver and the Removal Contract.

### **7. Duration of Waiver**

The Waiver will commence when the Services commence at the Premises. The Waiver will cease immediately when We leave the Premises. If We return to the Premises at any stage to complete or continue with the Services the Waiver will resume and remain in force until We leave the Premises.

### **8. Time limits for making a claim**

All Claims made under this Waiver must be notified **In Writing** to Us within **7 days** from the date We completed the Services in the Premises.

Verbally advising the removal team, or telephoning Us **will not** acceptable notification for the purpose of this Waiver.

A reasonable extension to the time limit for reporting claim can be agreed with Us in writing before the start of the Services.

### **9. Making a Claim**

- a. You must notify Us **In Writing** if You wish to make a Claim under the Waiver within the time limits stated above in Clause 8.
- b. Where You are making a Claim for damage, You should identify the damaged area and describe the nature of the damage.
- c. Where You are making a Claim for a missing items You should identify and describe the missing items.

You should state amount You are claiming and the basis on which the amount is claimed.

**Do not repair or replace damaged or missing parts of the Premises without the Our**

**written approval.**

**We must be given a reasonable opportunity to inspect the damage at a mutually convenient time and to obtain Our own estimates/quotes for repair.**

## **10. Information**

To assist Us to deal with Your Claim, You will be asked to provide information that is reasonably required to substantiate Your Claim and the amounts You are claiming.

You may be asked for access to the Premises during normal working hours (Monday to Friday 9am – 17:00hrs) for inspection either by Us, or a third party appointed by Us to assist in the Claim, for example, a restorer, loss adjuster, or an expert.

You will only be asked for information which is relevant to Your Claim, including, but not limited to the following:

- > Evidence in whatever form, to support the amounts claimed;
- > Written estimates,
- > Receipts;
- > Reports detailing the cause of damage,
- > Third party correspondence;
- > Photographs;
- > Video footage
- > Proof of ownership;
- > Valuations;
- > Crime reference numbers;
- > Insurance details;
- > Operating manuals;
- > Extended warranty/guarantee details;

You agree to provide information if it is requested. Failure to co-operate with reasonable requests for information may delay the processing of Your Claim and in some cases may result in Your Claim being declined.

You must tell Us about any insurance related incidents that have involved the Premises which are subject to the Claim, including but not limited to fire, water damage, theft, accident. Failure to disclose this information may delay the settlement of your Claim or invalidate your Claim.

## **11. Duty to mitigate Your loss**

In the event of loss or damage, which may give rise to a Claim under the Waiver, You must take all reasonable measures to minimise and mitigate Your loss. This means that You must keep Your losses to a minimum.

## **12. Third parties**

You agree to help Us pursue recovery (where applicable) against any third party who has caused the loss or damage to the Premises.

## **13. Misrepresentation**

If You or anyone representing You:

- > Provides Us with misleading or incorrect information to any questions asked in relation to Your Claim;
- > Provides false documents;
- > Makes a Claim or part of any Claim that is fraudulent, false, or exaggerated.

We may:

- > Reject the Claim;
- > Reduce the amount of any settlement offered to You;
- > Cancel or void (treat it as if it never existed) the Waiver without refund of the Waiver Fee and apply a cancellation charge.

If fraud is identified We will:

- > Cancel or void (treat it as if it never existed) the Waiver without refund of Your Waiver Fee and apply a cancellation charge;
- > Recover from You any costs We have incurred in dealing with Your Claim;
- > Pass details to the law enforcement agencies.

#### **14. Basis of Settlement**

Subject to the Terms of this Waiver, We can choose one of the following options to settle Your Claim:

- > Pay You a cash settlement for the cost of repairs;
- > Pay cash settlement to reflect the damage and any loss of appearance;
- > Arrange for repairs.

#### **Cash**

We may, at Our option, pay You a sum to cover the cost of repair.

However, the amount We will pay You will not exceed the amount We would have had to pay Our preferred restorer.

#### **Repair**

We will only pay for the repairs to damage caused by Our negligence or breach of contract in the carrying out of the Services. We will not pay to repair or restore Pre-existing damage.

Our obligations under this Waiver will be limited to the damaged area only.

If You make a Claim for damage to part of the Premises which matches other part(s) of the Premises which are not damaged, We will pay You for the cost of repair or replacing the damaged section only. We will not pay for altering, matching or replacing, any section or part(s) of the Premises which are not lost or damaged.

We will pay a third party to carry out the repair. Repair will be carried out by a craftsman or firm of reasonable skill and experience appropriate to the type of damage. We shall not be liable for any alleged loss of value/depreciation resulting from the repair.

The basis of any settlement offer under this Waiver is always at Our option.

#### **Matching pairs, sets or suites**

If You make a Claim for any lost or damaged Item, that forms part of a matching pair, set or suite, We will pay You for the cost of repair or replacing the damaged or lost Item only. We will not pay for altering, matching or replacing, any Item or part(s) which are not lost or damaged and which form part of a set, suite, or other article of the same type, colour or design.

#### **Loss**

Where it is alleged that an Item/Goods has been stolen, it is a condition to making a Claim that You must report the matter to the police and provide us with the Crime Reference Number and contact details of the investigating officer or police station.

#### **Our limit**

The most We will pay for any Claim is the Waiver Limit.

## 15. Exclusions

We will not pay for:

1. Loss or damage to the Premises where We have informed You that, in our reasonable opinion there is a risk that loss or damage will occur to the Premises despite Us taking reasonable care to avoid such loss or damage, but You instruct Us to proceed with the Services even though the risk has been pointed out to You;
2. Jewellery, watches, smart watches, sun glasses, fitness trackers, precious stones, Money, coins, bullion, deeds, bonds, securities or stamp or medal collections or similar, furs, perfumes, tobacco, cigars, cigarettes, beer wine or spirits, foodstuffs, medicines, drugs, perishable or corrosive goods, paints, pressurised containers, livestock, animals, plants, mobile phones or tablets, information contained in any document, loss of use, loss or production, loss of amenity, loss of enjoyment or any other indirect loss or damage.
3. Wear and tear;
4. Pre- existing damage;
5. Lack of maintenance;
6. Repairs or restoration undertaken by You or others;
7. Repairs or restoration that has not been authorised by Us in writing;
8. Any reduction in value or depreciation arising from the damage or subsequent repairs or restoration;
9. Any indirect loss such as, but not limited to loss of earnings, time spent making the claim, or travel time or other expenses;
10. Loss or damage caused by You Your family or any other persons such as but not limited to workmen, visitors or third parties instructed by You to carry out work on Your behalf;
11. Costs or expenses incurred by You in the preparation and submission of the Claim unless We have expressly approved such costs or expenses in writing before they are incurred, such as but not limited to the cost of reports or costs of obtaining written estimates for repair;
12. Gradual deterioration, settling, cracking, shrinkage, expansion or movement;
13. Loss or damage caused by mould, mildew, fungus, or damp;
14. Leakage of a liquid or substance from a bottle receptacle or container;
15. Settling, fracture, cracking, shrinkage, expansion or movement of pavements, paths, foundations, underground pipes, drains, sewers, walls, floors, ceilings, swimming pools, hardstandings or driveways;
16. Unforeseen ground conditions, subsidence or heave;
17. The contents of cartons, cases, crates packages, trunks suitcases or similar packed by You or others;
18. Any process of cleaning, repairing, alteration or restoration;
19. Loss or damage caused by insects;
20. Loss or damage caused by vermin or any infestation;
21. Faulty design, manufacture or materials;
22. War, civil war, terrorism (including but not limited to nuclear and/or chemical and/or biological and /or radiological means) rebellion civil unrest or revolution;
23. Radiation or contamination from nuclear fuel, nuclear waste, or ionising radiation;
24. Any weapon or device using atomic or nuclear fission or radioactive force;
25. Loss or damage caused by pressure waves caused by but not limited to aircraft travelling at sub-sonic or super sonic speed;
26. Fire, lightning, or explosion.

## 18. Contract (Rights of Third Parties) Act 1999

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Waiver. This Waiver does not confer any rights or benefits on any third parties and no third party can make a claim under the Waiver or enforce any rights under the Waiver. This clause does not affect Your



rights under the Waiver.

### **19. Governing law and jurisdiction**

Unless You and Us agree differently in writing before the Services commence, the laws of England and Wales will apply.

If you live in England and Wales, the courts in England and Wales will have exclusive jurisdiction to deal with any dispute between You and Us.

If you live in Scotland the courts in Scotland will have exclusive jurisdiction to deal with any dispute between You and Us.