

The Piano Removal Company Ltd Terms and Conditions

All piano transit and storage undertaken by the Piano Removal Company Ltd is subject to the terms and conditions set out below. These terms and conditions may be varied or amended subject to prior written agreement.

1. Definitions

In this document the words:

- 1.1 'We', 'us' or 'our' refer to the Piano Removal Company Ltd.
- 1.2 'You' or 'your' refer to the Customer.
- 1.3 'Quotation' means the quotation for the agreed work provided to the Customer by the Piano Removal Company Ltd.
- 1.4 'Piano' mean the piano or pianos which are subject to a quotation or an agreement between the Customer and the Piano Removal Company Ltd together with any associated items e.g. piano stools.
- 1.5 'Normal working day' means Monday to Friday 7am to 6pm excluding public holidays.
- 1.6 'Undamaged' means in the same condition as when the piano was made ready for transit.
- 1.7 'Transit' means the movement of property from one place to another whilst in the custody or control of the Piano Removal Company Ltd or it's appointed Sub-contractor, including loading, unloading and temporary storage in the course of such movements either on or off the vehicle.
- 1.8 'Sub-contractor' means any carrier (including employees/agents) directly or indirectly engaged by the Piano Removal Company Ltd to undertake the transit of the piano.

2 Quotation

- 2.1 Any quotation we provide will include VAT but will not include any other customs duties, fees or taxes which you may be liable to pay (see clause 2.2).
- 2.2 Additional fees may be charged to the customer beyond the quotation if circumstances change or are found to be different than those used in preparing the quotation. These circumstances include, but are not restricted to:
 - the transit work requiring additional staff
 - restricted access for transit of the piano
 - there are additional toll charges, costs or fees associated with the transit of the piano (see 2.5)
 - the Customer requesting the work being undertaken outside a normal working day
 - the Customer requesting additional services such as storage (see clauses 8.1 to 8.10)

2.3 If you request the Piano Removal Company Ltd to undertake the work 28 calendar days after receiving the original quotation, the Piano Removal Company Ltd may, at its discretion, produce a new quotation which replaces the original one.

2.4 Any changes in the quotation or any new quotations will be made available you in writing.

2.5 We are liable for paying toll charges and any other relevant fees associated with the transit, however any identified charges will be built into the price provided in the quotation (see 2.2 above and 4.1 below).

2.6 If you postpone or cancel this agreement, you will incur the following charges:

- postponement or cancellation more than 10 working days prior to the removal – no charge
- postponement or cancellation between 5 to 10 working days prior to the removal – up to 35% of the quotation
- postponement or cancellation less than 5 working days prior to the removal – up to 65% of the quotation

3 Payment

3.1 You will normally be given an invoice for the transit either prior to or upon completion of the transit (on delivery).

3.2 You must pay the invoice with cleared funds either in advance, on delivery of the piano or upon receipt of the invoice.

3.3 You may not withhold any part of the agreed price on delivery of the piano.

3.4 Any outstanding sums due to us will be subject to a daily interest rate at 4% per annum above the Bank of England's prevailing base rate.

3.5 If there are any outstanding charges /payments, we have the right to keep and/or dispose of the piano until these have been paid in full. You will also be liable for any storage charges (which will be charged at our normal rates).

3.6 Except in exceptional circumstances, we will use legal means to pursue any failure by you to pay the invoice on receipt.

4 Customer Responsibility

4.1 You have responsibility to:

- Provide us, in writing, with the replacement value of the piano being moved. Failure to provide an accurate value will affect our liability set out in clauses 6.1 – 6.9.
- Confirm that you are the legal owner of the piano or that you have the owner's permission to arrange transit of the piano and that the owner is aware of this agreement and the terms and conditions.

- Ensure that an authorised person is present when the piano is collected or delivered.
 - Ensure that there is suitable road access and parking for us to collect/deliver the piano. Failure to do so will mean that you are responsible for an additional charge, including payment of any parking fines.
 - Provide all the information requested in respect of the piano such as size, type, height and access information such as parking, stairs, steps and turns. You should also provide us with any additional information which is relevant e.g. feasibility of the piano fitting into the identified area.
 - Provide us, in writing, with contact details including an address and telephone number, for use during transit or storage of the piano.
 - Ensure the protection of any piano left in premises which are not occupied or which are unattended
 - Ensure that nothing which has agreed to be taken is left behind and nothing is taken in error.
 - Remove all paintings, pictures and wall fixtures from areas where we are working e.g. staircases.
 - Take responsibility for damage to fixtures, fittings, flooring and staircases during the removal or delivery of the piano.
 - Protect and insure items of value that could be affected by the removal
- 4.2 You are responsible for paying for any damages or costs incurred by us as a result of the clause 4.1 not being met.

5 Our Responsibility

- 5.1 It is our responsibility to deliver the piano undamaged.
- 5.2 Failure to supply the piano undamaged will render us liable to compensate for your such a failure (subject to the clauses 4.1, 4.2 and 6.1 to 6.9)
- 5.3 The level of liability under this clause shall be determined in accordance the clauses 6.1 to 6.9.
- 5.4 We are not responsible for any disassembling or moving of your furniture or floor coverings or removing any doors which may be required to enable the removal. Any such work should be undertaken by you or your appointed contractor.

6 Liability

- 6.1 In the event of loss or damage to the piano in breach of clause 5, the amount of liability will be determined as per clause 6.2 below subject to a maximum liability of £5000. A higher amount of liability may be agreed between you and us however this

may be subject to an additional charge and a minimum excess payment of £100 if a claim is made.

- 6.2 Liability will be assessed as a sum equivalent to the cost of the piano repair or replacement, taking account of age and condition prior to their loss or damage and subject to the maximum liability outlined in clause 6.1.
- 6.3 Failure to comply with the responsibilities outlined in clauses 4.1 and 4.2 will mean that we will not be liable for any loss, damage or costs that arise (other than where we are in breach of contract or have acted negligently).
- 6.4 Where you have not complied with clauses 4.1 and 4.2 and there is loss or damage to the piano caused by negligence or breach of contract on our part, then liability will be assessed as a sum equivalent to the cost of the repair or replacement of the piano, taking into account the age and condition immediately prior to their loss or damage up to a maximum of £100 per item.
- 6.5 We do not accept liability for loss or damage to pianos which are confiscated, seized, removed or damaged by third parties such as customs authorities, government agencies unless we have acted negligently or in breach of contract.
- 6.6 If loss or damage is caused to other items on the customers' property or premises as a result of our negligence or breach of contract, then liability is limited to making good the damaged items up to a maximum of £1000. Any such damage must be notified to us immediately in writing and you should provide us with any relevant documentation/photographs.
- 6.7 Other than as a result of negligence or breach of contract on our part, we are not liable for any loss or damage to the piano in any of the following circumstances:
- war, invasion, acts of foreign enemies, hostilities, terrorism, rebellion, military coup, Act of God, industrial action or any other events outside our reasonable control
 - normal wear and tear, natural or gradual deterioration,
 - by vermin, moth, insect and similar infestation, damp, mould, mildew or rust
 - by cleaning, repairing or restoring (unless carried out by us)
 - by change in atmospheric or climate conditions
 - for any goods which have a pre-existing defect
 - pressure waves caused by aircraft or other aerial devices
 - ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel
 - radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

6.8 Our liability will cease when the piano is handed over from our storage or upon completion of transit of the piano (on delivery) by ourselves or our appointed sub contractors.

6.9 We are not be liable for any loss or damage to the piano (notwithstanding clauses 6.1 to 6.9) unless it is notified by you to our representatives at the time of delivery of the piano to you and it is recorded on the appropriate delivery sheet.

7 Subcontractors

7.1 We reserve the right to sub-contract all or some of the work agreed.

7.2 These conditions still apply if the work is sub-contracted, unless clause 7.3 applies.

7.3 If the delivery or removal of the piano requires the use of a crane, then we will appoint a suitable sub-contractor to undertake the work with us. In these circumstances the terms and conditions of the subcontractor will apply in addition to those set out here. These are available on request from the appointed crane contractor.

8 Storage

8.1 If it is agreed that we will provide a storage facility for your piano then the agreement for storage will be subject to the following additional terms and conditions.

8.2 We will undertake reasonable care and duty towards the piano to protect it from theft or damage and maintain appropriate insurance. In the event of theft or damage, the insurance value will be determined by our insurance brokers' loss assessor.

8.3 You are entitled to take out additional insurance at your own expense.

8.4 We are not responsible for any natural deterioration of the piano.

8.5 The payment schedule for storage will be agreed prior to us taking the piano into our storage. Your payments to us for storage must be received by us in line with that schedule.

8.6 You are responsible for providing us with an up to date contact address and telephone number whilst the piano is in our storage.

8.7 You are responsible for letting us know the value of the piano being placed in storage.

8.8 After the period of storage has ended, on delivery of the piano to you, we shall not be liable for any damage or loss to the piano unless it is notified by you to our representatives at the time of delivery of the piano to you and it is recorded on the appropriate delivery sheet.

8.9 You may end the contract for storage of a piano by providing us with written notice of ten working days. We may end the contract for storage of your piano by giving you three months notice in writing. This clause is subject to payments for storage being up to date.

- 8.10 If payment of storage charges are in arrears, on giving you one month's notice, we are entitled to require you to remove the piano from our storage and pay all money due to us. If you fail to do so we may sell or dispose of the piano without further notice.
- 8.11 If you do not provide us with a correct contact address/telephone number for you for the entire period the piano is in storage with us, then we reserve the right to sell the piano to meet any unpaid fees for storage.
- 8.12 If you fail to remove or allow delivery of the piano, we may sell or otherwise dispose of the piano without further notice. The proceeds of the sale shall be used to credit your storage account or against any other payments due to us.
- 8.13 You are responsible for any costs incurred by us in selling or disposing of the piano.