Gibbons Removals Terms and Conditions



1. Basis of Contract

1.1 These terms and conditions shall apply to all services provided by Gibbons Removals to the customer and override any conflicting terms from the customer. Variations to these terms are only valid if agreed in writing by Gibbons Removals.

1.2 Delivery dates given by Gibbons Removals are estimates only and exact delivery times are not guaranteed. Gibbons Removals will not be liable for any loss or damage arising from delays in delivery.

1.3 Risk in the goods passes to the customer when delivered by Gibbons Removals. Gibbons Removals is not liable for any loss or damage to goods after delivery.

2. Services

- 2.1 Gibbons Removals will not unless previously agreed in writing:
 - 2.1.1 Dismantle or assemble furniture, fittings or equipment
 - 2.1.2 Disconnect or reconnect appliances, fixtures, fittings or equipment
 - 2.1.3 Lift fitted floor coverings or move items from lofts

2.2 The customer is advised to hire qualified professionals to perform such tasks.

3. Customer Responsibilities

3.1 The customer is solely responsible for:

- 3.1.1 Declaring in writing the value of goods being moved and obtaining adequate insurance cover for goods. Gibbons Removals liability is limited.
- 3.1.2 Obtaining all required licenses, permits and customs documents.
- 3.1.3 Being present or represented during collection and delivery.
- 3.1.4 Signing agreed inventories, receipts and relevant documents.
- 3.1.5 Securing unattended premises and protecting goods.
- 3.1.6 Preparing and stabilizing appliances and electronic equipment prior to removal.

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- 3.1.7 Emptying, cleaning and defrosting refrigerators and freezers. Gibbons Removals is not liable for contents.
- 3.1.8 Providing a contact address during removal and storage.

3.2 Gibbons Removals is not liable for any loss or damage arising from the customer failing to discharge the above responsibilities.

4. Excluded Goods

4.1 Unless agreed in writing, the following goods must not be submitted for removal or storage:

- 4.1.1 Prohibited, stolen, hazardous or combustible goods, weapons, etc.
- 4.1.2 Valuables and money, including jewellery, precious metals and stones, etc.
- 4.1.3 Plants or goods likely to harbor pests.
- 4.1.4 Perishable goods requiring controlled conditions.
- 4.1.5 Live animals, birds or fish.
- 4.1.6 Goods requiring licenses or permits.

4.2 If Gibbons Removals agrees to move such goods, all terms and conditions apply. If submitted without consent, goods may be disposed of without notice. The customer will be liable for all resulting charges and costs.

5. Charges

5.1 Gibbons Removals may amend initial quotations and apply additional charges in unforeseen circumstances including:

- 5.1.1 Delays incurring extra resources and time not under Gibbons Removals' control.
- 5.1.2 Inaccessible property or unsuitable access for vehicles.
- 5.1.3 Parking fees or other charges incurred to perform services.
- 5.1.4 Provision of extra services or moving extra goods.
- 5.1.5 Moving or delivering goods above ground and first upper floor unless previously agreed.
- 5.1.6 Waiting hours or working outside normal hours (8am-5pm) at customer request.

5.2 For longer distance moves, pack and move service, additional charges will be factored into the quote and agreed upon upfront.

5.3 Customers collecting goods from Gibbons Removals warehouse will be charged a handling fee.

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6. Damage to Property

Gibbons Removals will not be liable for any damage to property during removal while acting carefully, skillfully and responsibly. Gibbons Removals maximum liability is set out in Clause 8.

7. Loss or Damage to Goods

7.1 Gibbons Removals liability for loss or damage is limited as set out in Clause 8. All other terms, warranties and conditions implied by law are excluded to the fullest extent permitted.

7.2 Gibbons Removals will not be liable for:

- 7.2.1 Scratches, dents, bumps and similar minor cosmetic damage.
- 7.2.2 Loss of or damage to furniture dismantled and reassembled by Gibbons Removals.

8. Liability

- 8.1 If the Customer chooses not to purchase external insurance coverage, Gibbons Removals will provide basic coverage up to £40 per item or set of items. This basic coverage is included in the quoted price.
- 8.2 For additional coverage beyond the basic £40 per item, the Customer will need to purchase extra insurance.
- 8.3 Gibbons Removals accepts no liability for goods listed in Clause 4 (Excluded Goods).
- 8.4 Where goods are handed over to the Customer or recipient, Gibbons Removals' liability ends.

9. Time Limit for Claims

9.1 Gibbons Removals will not be liable for any loss or damage notified more than 7 days after delivery. Claims will only be accepted in writing.

10. Applicable Law

10.1 These terms and Gibbons Removals liability shall be governed by the law of [your state/country].