



service@mcbainsandco.co.uk

07477 650250

Terms and Conditions - Removal Services

1. Definitions:

- "Company": Refers to McBains and Co, the removal company providing the services.
- "Customer": Refers to the individual or entity engaging the services of the Company.
- "Services": Refers to the removal, transportation, and associated services provided by the Company.
- "Fragile Items": Refers to items that are delicate, breakable, or require special care during transportation.

2. Service Agreement: By engaging the Company's services, the Customer agrees to these Terms and Conditions. It is the responsibility of the Customer to thoroughly review and understand these terms before proceeding.

3. Booking and Confirmation:

- The Customer must provide accurate information regarding the scope of services required, including the type and quantity of items to be moved.
- The Company will provide a cost estimate based on the information provided by the Customer.
- Should The Company encounter difficulty in obtaining the necessary information from The Customer to generate an accurate estimate, an alternative solution may be proposed in the form of an hourly rate arrangement.
- If, during the course of the service, The Company's employees extend their work into a new hour, The Customer will be invoiced at the agreed-upon hourly rate for the full hour.
- The booking is considered confirmed only upon the receipt of a signed acceptance of the estimate by the Customer.

4. Packaging of Fragile Items:

- The Company offers a specialized service for packing fragile items to ensure their safe transportation.
- The Customer has the option to either have McBains and Co pack their fragile items or to sign a disclaimer stating that they will be responsible for packing these items themselves.
- If the Customer chooses to pack their fragile items, the Company will not be liable for any damage caused during transportation.

5. Liability and Insurance:

- The Company will exercise reasonable care and diligence in handling and transporting the Customer's belongings.
- The Company offers insurance coverage for loss or damage to items during transit, subject to the terms of the insurance policy.
- In the event of loss or damage, the Customer must notify the Company in writing within a specified timeframe to initiate the insurance claim process.

6. Payment:

- Payment for the services must be made within 7 working days from the completion of the job, as specified in the invoice provided by the Company.



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- Failure to make payment within the specified timeframe may result in additional charges or late fees.
- Any disputes regarding the invoice must be communicated to the Company within 3 working days from the receipt of the invoice. After this period, the invoice will be considered final.

7. Cancellation:

- The Customer may cancel or reschedule the services by providing a minimum of 2 weeks' notice in writing to the Company.
- If the Customer cancels the services without providing the minimum 2 weeks' notice, a non-refundable cancellation fee of 20% of the quoted price will be charged.
- In the event of cancellation with the appropriate notice, any payments made by the Customer will be refunded, minus costs paid by the company such as storage costs.

7.1 McBains & Co Cancellation under Extreme Circumstances:

- In the rare event that McBains and Co needs to cancel the job due to unforeseen extreme weather conditions, natural disasters, or any circumstances beyond the Company's control that prevent the safe completion of the job, no cancellation fees or charges will be imposed on the Customer.
- The Company will make reasonable efforts to reschedule the job at a suitable time, taking into consideration the safety of both parties and the logistical feasibility.

8. Changes to Services:

- Any changes to the scope of services or details of the move must be communicated to the Company in writing as soon as possible and a minimum of 7 days before confirmed job start date.
- The Company reserves the right to adjust the estimate and schedule based on the changes requested by the Customer.

9. Governing Law:

- These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the jurisdiction where the Company is registered.

10. Severability:

- If any provision of these Terms and Conditions is deemed invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

11. Late Payment Interest (LPI) Clause & Additional Charges:

- In the event that payment is not received within the stipulated 7 working days from the completion of the job, the Customer agrees to pay a Late Payment Interest (LPI) charge of 10% per month on the outstanding amount, compounded monthly.
- Additionally, if the Company needs to initiate communication or take action to chase payment, such as sending letters or emails, the Customer acknowledges that charges may be incurred for these actions.
- In the event that payment is significantly delayed and legal action becomes necessary to recover the outstanding amount, the Customer agrees to bear any legal costs incurred by the Company in pursuing payment.



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12. Data Clause - Promotional Emails/Marketing:

- By engaging the Company's services, the Customer acknowledges and agrees that McBains and Co may collect, store, and process certain personal information provided by the Customer for the purpose of providing the services and maintaining records.
- The Customer also agrees to receive promotional emails and marketing communications from McBains and Co regarding special offers, updates, and related services. This includes emails, newsletters, and other promotional content.
- The Customer retains the right to opt-out of receiving promotional communications at any time by following the instructions provided in the communications or by contacting McBains and Co directly.
- The Company is committed to safeguarding the privacy of Customer data and will not share or sell personal information to third parties for their marketing purposes without the Customer's explicit consent.

13. Work Completion and Client Sign-off:

13.1 Upon completion of the removal services, a representative of McBains & Co will request the Client's signature to acknowledge and confirm the completion of the work.

13.2 The Client understands that their signature indicates their acceptance that the services have been performed to their satisfaction, and any outstanding issues or concerns should be raised at this time.

13.3 In the event that the Client is unavailable to provide a signature, they may appoint a designated representative who has the authority to sign on their behalf. The designated representative must be explicitly authorized by the Client in writing prior to the scheduled job start date.

13.4 The Client acknowledges that once the work is completed and signed off, any subsequent requests for additional services or modifications will be subject to separate terms and conditions or agreements.

By engaging McBains & Co's services, the Customer acknowledges that they have read, understood, and agreed to these Terms and Conditions. These terms constitute the entire agreement between the Customer and the Company, superseding any prior agreements, oral or written.

Customer's Name: _____

Customer's Email Address: _____

Customer's Phone/Mobile Number: _____

Address of Job Booked _____

Customer's Signature: _____

Date: _____