



Furniture Removals

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CONDITIONS UPON WHICH PROPERTY IS REMOVED, PACKED OR WAREHOUSED

ORKNEY TRANSPORT (Trading as OT Furniture Removals) hereinafter called THE CONTRACTORS, hereby gives notice that:-

1. This estimate is subject to amendment if not accepted within 14 days from date and is furnished on the understanding that the work is carried on without interruption. Delay may increase the cost and necessitate an extra charge.
2. This estimate is furnished on the assumption that it will be possible to effect the removal of the goods by means of the ordinary staircase and doorways. Should window or other tackle be necessary, an extra charge will be incurred. This estimate does not include the taking down or putting up of fixtures, gas or electric fittings, the re-laying or fitting of carpets or floor cloths, the re-flexing of blinds, cornices, pelmets or other fittings, the re-hanging of pictures or the re-fixing of mirrors.
3. Every endeavour will be made to complete the removal by the time desired; but THE CONTRACTORS cannot accept liability should delay arise in railway or sea transit, or through stress of weather, labour troubles, mechanical breakdown, or from any other causes beyond their control.
4. No Agents or Men employed by THE CONTRACTORS have any authority to alter, vary of quality in any way the terms or conditions of an estimate, nor to enter into any contracts on their behalf, nor sign any receipts or documents that have not been previously submitted to and approved by THE CONTRACTORS.
5. THE CONTRACTORS do not accept for removal, packing or warehousing any dangerous or explosive article or corrosive substance, and the customer shall be liable for any damage that may be incurred by them or any third party owing to the presence of such article or substance on their premises or in their vehicles, if any such article is discovered. THE CONTRACTORS may, at their discretion remove, sell, destroy or otherwise dispose of the same.
6. Every care will be taken to prevent injury to any goods but THE CONTRACTORS do not accept any liability whatsoever as all goods are handled entirely AT OWNER'S RISK. THE CONTRACTORS will endeavour to arrange insurance if required. Details of insurance can be furnished on request.
7. THE CONTRACTORS charges shall be payable to them or their Agents as soon as any of the goods removed under this Contract shall be tendered for delivery outside the premises at which they are to be delivered, or in the case of goods stored or received for packing prior to their delivery or removal or despatch from the premises of THE CONTRACTORS and THE CONTRACTORS shall have a general lien upon the said goods for all monies payable to THE CONTRACTORS and if part of the said goods have been delivered or removed or despatched from the said premises of THE CONTRACTORS, THE CONTRACTORS shall have a general lien upon the remainder of such goods for such monies until the same shall have been paid to them.

8. Every Customer sending property to be warehoused is required to furnish an address to which communications may be directed, and to register his signature with THE CONTRACTORS for mutual protection. On receipt of the Goods into the Depository THE CONTRACTORS shall forward to the Customer a receipt or inventory of the goods, and such receipt or inventory shall be final and conclusive between THE CONTRACTORS and the Customer, unless some discrepancy be pointed out in writing within ten days. An inventory shall not be required to state the contents of any article, suite or case.

9. If the rent or other charges due to THE CONTRACTORS in respect of any goods deposited with or held by them shall be 3 months in arrears, THE CONTRACTORS shall, after sending by post to the Customer or to the agent, at the last address known to them, one calendar months' notice of their intention to sell such goods, or in event of no abode or address of the Customer or his agent being known to THE CONTRACTORS then after giving one calendar months' notice in a public newspaper, have full power to open and examine the whole of the property and to sell such goods or any part thereof by public auction or private treaty, both to obtain their charges and also to clear the warehouse, and to retain and apply the proceeds of the sale of the goods so sold (less the costs of the sale) in payment of or towards all charges payable to THE CONTRACTORS in respect of such goods, or by the depositors of such goods.

10. No property will be delivered from the Depository without an order, in writing signed by the Customer or his authorised agent, who should be present to check the inventory and sign the receipt for the goods.

11. It is incumbent on the Customer to see that nothing required to be removed is left behind and that no goods or fixtures are taken away in error. Liability for any such omission or mistake to be borne solely by the Customer.

12. THE CONTRACTORS shall have power to determine the contract to store by sending by post one months' notice to the address last registered with them by the Customer as being the address to which communications to him are to be sent as required by Clause 8.

13. A claim or dispute shall not be made the reason for deferring payment of any monies payable to THE CONTRACTORS.

14. THE CONTRACTORS shall have power to pay all charges claimed by previous storage or packing or other contractors, carriers or forwarding agents and any other charges whatsoever, and shall have a general lien, pending refund thereof to clients, and the powers in exercise of a lien hereinbefore provided.

PAKING FOR SHIPMENT, RAIL, ETC.

1. Every care will be used and only experienced workmen employed.

2. All charges for Removing, Packing, Freight, etc. must be paid before the goods leave the Depository.

NB – The above conditions numbered 1 to 14 also apply so far as the same are applicable, to goods received for packing for shipment, rail, etc. during the time such goods are in THE CONTRACTOR'S HANDS.