

Terms & Conditions

These conditions explain Yours and Our rights, obligations and responsibilities under the Agreement constituted by these conditions. These conditions can be amended only by prior written agreement between You and Us. Your attention is drawn to Paragraph 9 which sets out Our liability to You for Loss or Damage to Your Property.

Definitions

For the purposes of this Agreement, the following definitions shall apply:

- **“Agreement”** includes these Terms and Conditions, Our Quotation and the Order Confirmation;
- **“Box”** means storage box with a volume of three cubic feet (3 ft³)
- **“Contract Price”** means the total price paid or payable by You to Us for the services provided pursuant to this Agreement;
- **“Storage Facility”** means the building, warehouse, external storage containers or other land or premises owned, leased or operated by Us.
- **“Property”** or **“Your Property”** means any and/or all goods submitted for removal or storage;
- **“Return Request”** means a request by You for Us to return Your Property from Our Storage Facility;
- **“We”, “Us”, “Our”** or **“Space Time & Move”** means Space Time and Move Ltd.
- **“Working Day”** means Monday to Friday, excluding Saturdays, Sundays and UK public holidays.
- **“You”, “Your”** or **“Yours”** means the customer;

1. Our Quotation

- 1.1. We may change the price set out in Our Quotation or impose additional charges if You do not accept the Quotation within fourteen (14) days of, or the Services are not carried out or provided within two (2) months of, the Quotation being given.
- 1.2. There is a minimum rental charge of four (4) weeks.
- 1.3. All special offers are subject to a minimum storage term. By accepting the Quotation, You agree to pay this minimum term specified on the Quotation.
- 1.4. Our Quotation, unless indicated otherwise, does not include customs duties, demurrage and inspections, or any other fees or taxes payable to government bodies.

2. Our Services

- 2.1. We will provide the services as set out in the Quotation.
- 2.2. It is Our responsibility to carry out the services in accordance with using all reasonable endeavours to deliver or produce Your Property for collection in the same condition that the Property was in at the time they were packed or otherwise made ready for transit and/or storage. When any of the following are purchased...
- 2.3. Resident Removals:
 - 2.3.1. We will collect Your Property from inside Your premises (additional charges may apply if collection is from above the ground floor and first upper floor, see Paragraph 3.1.4).
- 2.4. Roadside Collection:
 - 2.4.1. We will collect Your Property from Your premises at the roadside. You are required to present Your Property to Our drivers within 20 minutes of arrival.
- 2.5. Storage:
 - 2.5.1. We will store Your Property at Our nominated storage location until You request redelivery. You may also request to collect Your Property from the Storage Facility.
- 2.6. Storage Retrieval Service:
 - 2.6.1. We will redeliver Your Property to Your premises when requested by You (see Paragraph 5).
 - 2.6.2. Unless otherwise agreed in advance, your Box's must not exceed a maximum weight of 25kg. We shall refuse to accept any packed Box which exceeds this weight.
 - 2.6.3. If We elect not to accept a Box, Your order will still be valid to the extent that it contains other Boxes that are accepted by the delivery driver that comply with this Agreement.
- 2.7. Bulky Items
 - 2.7.1. We elect not to accept a Bulky Item. Your order will still be valid to the extent that it contains other Bulky Items that are accepted by the delivery driver that comply with this Agreement.
 - 2.7.2. If Your order contains Bulky Items, We may provide packaging materials and reserve the right to make an additional charge.
 - 2.7.3. Unless otherwise agreed in advance, each Bulky Item must not exceed a maximum weight of 25kg. We shall refuse to accept any Bulky Items which exceed this weight.

3. Additional Charges

- 3.1. We may change the price set out in Our Quotation or impose additional charges if circumstances apply or events occur that were not taken into account when We prepared Our Quotation, including, but not limited to:
- 3.1.1. If the service is carried out outside normal working hours (i.e. outside 9.00am-5.00pm);
 - 3.1.2. If We are unable to access Your address on the agreed collection or delivery times or there is no one available at the time of delivery;
 - 3.1.3. If Our drivers arrive at the premises and You do not pack or provide Your Property within twenty (20) minutes;
 - 3.1.4. We have to collect Your Property above the ground floor and first upper floor;
 - 3.1.5. The stairs, lifts, or doorways are inadequate for free movement of Your Property without mechanical equipment or structural alteration, or the approach road or drive is unsuitable for Our vehicles to load/unload, or are more than twenty (20) metres from the entrance to the premises; We reserve the right to not carry out the job if any of the above apply;
 - 3.1.6. If, except through Our own fault, We have to return to Your specified address to complete collection or delivery; and
 - 3.1.7. We supply any additional services, including but not limited to, additional Boxes or moving or storing extra Property, including Bulky Items (these Terms and Conditions will apply to any additional services);
 - 3.1.8. We reserve the right to refuse to re-deliver more than once and cancel the contract with no refund if an initial delivery fails through no fault of Our own.

4. Your Responsibility

- 4.1. It is Your responsibility to:
- 4.1.1. Be available on the phone at all times during collection and delivery of Your Property.
 - 4.1.2. Provide Us with accurate details regarding Your Property, including the volume and quantity of Your Property and to inform Us of any specific handling and/or storage requirements;
 - 4.1.3. Ensure that Your Property is made ready for transit and/or storage or is suitably packed in the allowing lids to be shut flat and sealed.
 - 4.1.4. Sign a confirmation slip as confirmation that Your Property have been collected or returned. If a signed confirmation slip

cannot be produced when making a Return Request, Your Property may be returned to You and additional costs may apply;

- 4.1.5. Provide Us with a contact address for correspondence and any subsequent changes to such address throughout the period of storage of Your Property.
- 4.1.6. If You fail to provide accurate contact details in accordance with Paragraph 4.1.5 and do not respond to Our notices, We may publish such notices in a public newspaper in the area to or from which the Property was moved. Such notice will be considered to have been received by You within seven (7) days after the publication date. If We are unable to contact You, We may charge You any additional costs incurred in establishing Your whereabouts.
- 4.1.7. Comply with all fire, safety and security precautions or instructions at the Storage Facility as directed by a member of Our staff.
- 4.2. You must not:
 - 4.2.1. Sub license, transfer assign or in any way part with the benefit of this Agreement which shall be reserved to You.

5. Collection/Delivery Address

- 5.1. If You are a consumer We will only deliver and collect to or from Your private residential address.
- 5.2. If You are a commercial customer We will only deliver and collect to or from Your office or business address.
- 5.3. Deliveries or returns to any other addresses are subject to Our express written approval.

6. Property that must not be submitted for removal or storage

- 6.1. You agree not to submit the following items ("Excluded Items") for storage:
 - 6.1.1. Batteries of any kind
 - 6.1.2. Portable battery chargers, power banks or any similar portable power source;
 - 6.1.3. E-Scooters, E-Bikes, E-Skateboards or any similar vehicles with built-in batteries;
 - 6.1.4. Perfume products, tobacco, cigars, cigarettes, beers, wines, spirits and the like.
 - 6.1.5. Money or currency of any kind, jewellery, watches, trinkets, precious stones or metals, deeds, securities, bullion, bonds,

- securities, stamps, coins or goods or collections of any similar kind;
- 6.1.6. Any irreplaceable Property including, but not limited to, family photos/videos, children's drawings/art or school work, wedding dresses and university submissions, for example (see also Paragraph 10.4.8);
- 6.1.7. Furs.
- 6.1.8. Mobile telephones, tablets, laptops or portable media or portable computing devices of any kind;
- 6.1.9. E-cigarettes;
- 6.1.10. Pornographic material;
- 6.1.11. Medicines or drugs of any kind;
- 6.1.12. Food or perishable items or those requiring a controlled environment;
- 6.1.13. Property likely to encourage vermin or other pests or to cause infestation or contamination;
- 6.1.14. Pets, livestock or any other living creatures or plants;
- 6.1.15. Combustible or flammable substances such as fireworks, gas, paint, petrol, oil, cleaning solvents, aerosols, or compressed gases;
- 6.1.16. Any illegal item or substances or items illegally obtained such as illicit, counterfeit or smuggled tobacco or alcohol and unlicensed or unsafe items;
- 6.1.17. Property which is environmentally harmful or that are a risk to property or person;
- 6.1.18. Weapons, firearms, ammunition or explosives or parts, associated accessories, materials or ingredients of all kinds;
- 6.1.19. Chemicals, radioactive materials, biological agents; toxic waste, asbestos or other potentially hazardous substances;
- 6.1.20. Any item that emits fumes or odours;
- 6.1.21. Any item which requires special licence or government permission for export or import.
- 6.2. You agree to make Your own arrangements to transport or store Excluded Items – We will not, under any circumstances, transport or store Excluded Items. If You submit any Excluded Items without Our knowledge, We will not be liable for Loss or Damage to Excluded Items or where other Property is damaged by the Excluded Items.
- 6.3. If You submit such Property without Our knowledge, We will endeavour to make them available for Your collection and if You do not collect them within a reasonable time We will dispose of such Property without notice. In addition, You will be liable to indemnify Us against any

charges, expenses, damages, legal costs or penalties incurred by Us in relation to such Excluded Items. Furthermore We will not be liable to You for any damage or loss incurred or suffered by You as a result of Our disposal or destruction of such prohibited Excluded Items.

7. Ownership of Your Property

- 7.1. By entering into this Agreement, You guarantee that:
 - 7.1.1. The Property to be stored is Your own property or the person(s) who own or have an interest in it have given You authority to store the Property or enter into this Agreement.
 - 7.1.2. We will only give access to Your Property to a third party if We have confirmation in writing from You to do so.
 - 7.1.3. You will indemnify Us against any Loss or Damages including costs brought against or suffered by Us if Paragraph 7.1.1 is not true.

8. Payment

- 8.1. Payment is Due prior to allocating your storage space. You will then be invoiced for any collection charges that may be due.
- 8.2. When booking Your Property out of storage, We will generate a final account, which will charge You any transport fees that may be due, and refund any storage rental that has been overpaid.
- 8.3. The balance will need to be settled by 3.30pm the day before any delivery can be carried out.
- 8.4. The preferred payment method is by BACS, debit or credit card or direct debit. All other methods may be subject to a surcharge of up to 5%.
- 8.5. If Your account is in arrears You will not be allowed to access to Your Property until the account is cleared.
- 8.6. If Your account falls into arrears, We will contact You immediately via email and phone for the next 10 days. Failing to reach You will result in a letter being sent advising You of the arrears. If payment is not received within 20 days of Your invoice date, We will notify You that Your Property is going to be sold. If We have still not received payment within 30 days of Your invoice date Your Property will be sold.

9. Our liability for Loss or Damage to Your Property

- 9.1. We accept no liability for Your Property before Our liability commences as set out under Paragraph 9.2 or after Our liability ceases as set out under Paragraph 9.3.
- 9.2. Our liability commences from the time We take the Your Property into Our custody for the purposes of carrying out Our Services.

- 9.3. Our liability ceases When Your Property is collected from storage by You or Your Agent or when Your Property is delivered to its intended destination by Us.
- 9.4. Subject to the restrictions set out in this Paragraph 9, We shall only be liable for: identifiable losses, destruction of or damage to Your Property while Your Property is in Our custody and control (defined as “Loss” or “Damage”).
 - 9.4.1. Our liability for Loss or Damage (as defined under Paragraph 9.4) in relation to Your Property shall be that of a reasonably careful person under like circumstances. We shall not be liable for any Loss or Damage to the Goods, however caused, while the Goods remain in the Unit or under Our care, custody or control, unless such Loss or Damage resulted from Our failure to exercise such care in relation to the Goods as a reasonably careful person would exercise under like circumstances, and We will not be liable for damages which could not have been avoided by the exercise of such care.
 - 9.4.2. In any event, our liability for Loss or Damage shall be up to a maximum of £100 per 3 cuft box Box or Bulky Item or the actual Replacement Value (see Definitions), whichever the lesser, for any one event or series of connected events.
 - 9.4.3. If You wish for Us to accept a higher limit of liability for Your Property, You must inform Us before Our Services commence and We may choose to change how We contract with You.
- 9.5. No individual employed or engaged by Us will be separately liable to You for Loss or Damage under the terms of this Agreement.

10.Exclusions of liability

- 10.1. You agree that We will not be liable for Loss or Damage to any Excluded Item(s) (see Paragraph 6.1) or Loss or Damage to other Property caused by Excluded Item(s).
- 10.2. We accept no liability for Loss or Damage to Your Property which occurs during transit UNLESS such Loss or Damage is a direct consequence of collision to or overturning of the conveying vehicle, or as a result of fire, flood or theft following forcible entry to our vehicle.
- 10.3. We accept no liability for breaking, scratching, denting, chipping, staining, tearing and the like as a result of inadequate packaging.
- 10.4. We accept no liability for the following:
 - 10.4.1. Mysterious disappearance or unexplained shortage of Your Property except as a result of theft evidenced by forcible entry to Our vehicle or the Storage Facility;

- 10.4.2. Loss or Damage caused by the act or omission of You or Your Agents.
 - 10.4.3. Loss or Damage to Your Property while located in wardrobes, drawers or appliances.
 - 10.4.4. Any reduction in value or depreciation resulting from damage or subsequent repair or restoration;
 - 10.4.5. Loss of data records, other than the cost of blank data materials;
 - 10.4.6. Electrical, electronic or mechanical derangement, except where this results directly from external physical damage caused by our negligence;
 - 10.4.7. Any Property confiscated, seized, removed or damaged by customs authorities or other government agencies;
 - 10.4.8. Any value which is purely sentimental;
 - 10.4.9. Any delays in transit.
 - 10.4.10. Any financial loss other than in respect of the Property, or any business loss, including loss of profits, loss of sales or business, loss of anticipated savings, loss of or damage to goodwill, or commercial value in the Property;
 - 10.4.11. Damage which results directly from Your Property being moved under Your express instructions against Our advice;
 - 10.4.12. Reimbursing You for Our Contract Price;
 - 10.4.13. Any other loss which is not reasonably foreseeable. Loss is foreseeable if either it is obvious that it would happen at the time the contract was entered into, or where it is not obvious but We knew that it was a risk because (a) You notified Us in writing prior to Us agreeing Our Quotation; and (b) We agreed in writing to accept liability for this risk before entering into the Agreement.
- 10.5. We will not be liable for Loss or Damage to Your Property caused by:
- 10.5.1. Moth or vermin or similar infestation;
 - 10.5.2. A cyber attack; and
 - 10.5.3. Circumstances beyond Our reasonable control, including but not limited to, war, invasion, acts of terrorism, activities relating to war, terrorism, acts of foreign enemies, hostilities (whether war is declared or not), rebellion, revolution or military coup, confiscation or destruction under the order of any official body, radioactivity, ionising radiations from any nuclear fuel/waste, biological or chemical weaponry, pressure waves caused by aircraft or any other events outside Our reasonable control.

11. Where Your Property is lost or damaged

- 11.1. If You have Your own insurance in place to cover Loss or Damage to Your Property, You must recover Your losses from Your insurers in the first instance.
- 11.2. Notwithstanding Paragraph 11.1, if You discover Loss or Damage to Your Property, it is important that You notify Us in writing as soon as possible.
 - 11.2.1. You must notify Us in writing and provide a detailed description of Loss or Damage to Your Property in any event within seven (7) days of delivery of Your Property to its destination.
- 11.3. If You access Your Property while stored by Us or on Our behalf, any Loss or Damage to Your Property You discover which has occurred must be confirmed to Us immediately upon discovery, and confirmed in writing as soon as possible thereafter, but no later than seven (7) days after discovery.
- 11.4. If You or Your authorised representative collects Your Property from storage, You must inspect the Property at the time it is handed to You or Your Agent and notify Us immediately of Loss or Damage and in writing as soon as possible thereafter, but no later than seven (7) days after discovery. We will not be liable for Loss or Damage which is discovered after Your Property is removed from Our custody.
- 11.5. We will not be liable for Loss or Damage to Your Property unless You notify Us of such Loss or Damage within the time limits specified above. In exceptional circumstances, We may agree to extend this time limit where You request this in writing, provided such request is received within seven (7) days of delivery or collection.
- 11.6. Please retain any damaged Property until We have had a reasonable opportunity to inspect (if necessary) any damage.
- 11.7. If You provide Us with misleading or incorrect information relating to a claim for Loss or Damage to Your Property, or make a claim that is fraudulent, false or exaggerated, We may:
 - 11.7.1. reject the claim; and
 - 11.7.2. recover from You any costs We have incurred in dealing with Your claim.

12. Damage to premises or goods other than Your Property

- 12.1. If We cause Loss or Damage to premises or property other than Property for removal as a result of Our negligence, Our liability shall be limited to making good the damaged area only.

- 12.2. If We cause damage as a result of moving Your Property under Your express instruction, against Our advice, and where to move the goods in the manner instructed is likely to cause damage, We shall not be liable.
- 12.3. If We are responsible for causing damage to Your premises or to property other than goods submitted for removal and/or storage, You must note this in writing as soon as practically possible or within a reasonable time. This is fundamental to the Agreement.

13. Access

- 13.1. You have the right to access Your Property at the Storage Facility subject to 72-hours advanced notice and the terms of this Agreement.
- 13.2. Only You or others authorised or accompanied by You ("Your Agents") may access Your Property. You are responsible for and liable to Us and other users of the Storage Facility for Your own actions and those of Your Agents. We may (but are not obliged to) require proof of identity from You or any other person at any time and, at Our sole discretion, may refuse access to any person.
- 13.3. We may refuse You access to Your Property or the Storage Facility where moneys are owing by You to Us, whether or not a formal demand for payment has been made, or if We consider the safety or security of any person, Property on or at the Storage Facility has been threatened or may be put at risk.
- 13.4. You authorise Us and Our agents and contractors to access Your Boxes in the following circumstances:
 - 13.4.1. Without prior notice (but with notice as soon as practicable after the event) in the event of: an emergency (including for repair or alteration) or to prevent injury to persons or damage to Our own property and to carry out Our duty to safeguard Property belonging to You or other customers;
 - 13.4.2. If We believe the Boxes are being used to store prohibited Property or Excluded Items or used for a prohibited purpose;
 - 13.4.3. If We are obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, other competent authority or by a Court Order; or
 - 13.4.4. To relocate the Property or exercise Our lien or power of sale or disposal in accordance with this Agreement.

14. Our Right to Hold Your Property and Sell or Dispose of Your Property

- 14.1. If You fail to pay any charges due to Us under this Agreement, We may keep hold of Your Property until You have paid any outstanding and due

charges. These include any charges that We may have paid out on Your behalf.

- 14.2. Whilst We hold Your Property pursuant to Paragraph 14.1, this Agreement will continue to apply. You will pay for any charges, costs and expenses incurred by Us in connection with holding Your Property and obtaining payment from You.
- 14.3. If You fail to pay Our charges, We will provide You with written notice requiring You to move Your Property from Our custody and to pay the outstanding and due charges within three (3) months' time. If You fail to comply with the notice within the three (3) month period, We reserve the right to sell or dispose of some or all of Your Property without further notice to You.
- 14.4. You will pay for any costs incurred for the sale or disposal of Your Property. The net proceeds of any sale will be credited to Your account, subject to any deductions against other payments due to Us. Any eventual surplus will be paid to You without interest once deductions have been applied. If the proceeds of sale do not cover the amount of the outstanding charges, We may seek to recover the balance from You.

15. Your forwarding address

- 15.1. If You send goods to be stored, You must provide an address for correspondence and notify Us if it changes. All correspondence and notices will be considered to have been received by You seven days after sending it to Your last address recorded by Us.
- 15.2. If You do not provide an address and/or do not respond to Our correspondence or notices, We may publish such notices in a public newspaper in the area to or from which the goods were removed. Such notice will be considered to have been received by You seven days after the publication date of the newspaper. Note: If We are unable to contact You, We will charge You any costs incurred in establishing Your whereabouts.

16. Revision of storage charges

- 16.1. We review Our storage charges periodically. You will be given one (1) month notice in writing of any increases.

17. Storage

- 17.1. We retain the right to keep Your Property at any suitable warehouse of Our choice at Our convenience

18. Termination and Cancellation

- 18.1. If You wish to terminate this Agreement You must contact Us promptly.
- 18.2. Charges if You postpone or cancel: If You postpone or cancel the services detailed in this Agreement at any time prior to commencement of the services, You agree to pay the charges set out below according to how much notice You give Us:
 - 18.2.1. More than ten (10) Working Days before the Services are due to start – no charge.
 - 18.2.2. Between five (5) to ten (10) Working Days inclusive before the Services are due to start – no more than 30% of the Contract Price;
 - 18.2.3. Less than five (5) Working Days before the Services are due to start – no more than 60% of the Contract Price; and
 - 18.2.4. On the day Services are due to start – Contract Price.
 - 18.2.5. Where payment has already been made for the services, We will refund any amount paid by You (subject to any deductions for cancellation or postponement charges as set out in Paragraphs 18.2.1 to 18.2.4).
- 18.3. We may terminate this Agreement by giving You three (3) weeks' notice in writing. Where We terminate this Agreement, We will refund to You any charges paid in advance (subject to any deductions for services already received up until termination).
- 18.4. If You wish to terminate Your storage services after they have commenced, You must give Us at least ten (10) Working Days' notice in writing. If We can release Your Property from storage earlier, We will do so, provided that Your account is paid up to date. Charges for storage are payable to the date when the notice of termination takes effect.

19. How We may use Your personal data

- 19.1. In the performance of the services, We will need to collect and use certain personal data about You.
- 19.2. For further details on how We process, manage and use Your personal data, please refer to Our privacy policy.

20. Our rights to change terms

- 20.1. We may update this Agreement from time to time to reflect changes in law, or to meet regulatory requirements. We may also make other changes to this Agreement and where these are more substantive, We will give You at least thirty (30) days written notice before any substantive changes take effect.
- 20.2. Where such notice is given under Paragraph 20.1, You also have the right to cancel this Agreement within the 30 day notice period provided

services have not started and Paragraph 18.1 (Charges if You postpone or cancel) will not apply.

21. The law and how Your complaints are resolved

- 21.1. This Agreement is governed by English law and You can bring legal proceedings in the event of any dispute concerning this Agreement in the English courts.
- 21.2. If there is a dispute arising from this Agreement which cannot be resolved informally between Us, subject to the Agreement of both parties, either You or We may refer the dispute to an arbitrator appointed by the Chartered Institute of Arbitrators. The cost of any such arbitration will be at the discretion of the arbitrator. This does not prejudice Your right to commence legal proceedings in court.

22. Other important terms

- 22.1. We reserve the right to use sub-contractors to carry out the services (in whole or in part). This Agreement will apply to any services carried out by Our sub-contractors.
- 22.2. Even if We delay in enforcing this Agreement, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under this Agreement, or if We delay in taking steps against You in respect of Your breaching this Agreement, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.
- 22.3. If a court or relevant authority finds any part of this Agreement invalid, illegal or unenforceable: the rest will continue in force; each of the Paragraphs or part-Paragraphs in these Terms and Conditions operates separately; and the remaining Paragraphs and part-Paragraphs will remain in full force and effect.
- 22.4. This Agreement is between You and Us. No other person shall have any rights under this Agreement or have the ability to enforce any of its terms.
- 22.5. All intellectual property rights in or arising out of or in connection with the Services, or packing materials shall be owned by Us.

23. Cooling-off Period.

- 23.1. If We agree the services by means of distance communication (e.g. over the telephone or online) or away from Our premises (e.g. Your house or business address), You have the right to cancel the contract within fourteen (14) days without having to give any reason for doing so (the “cooling-off” period). However, if You request for the services to be

carried out during the cooling-off period, You will have no right to cancel where the services have commenced.

23.2. If You cancel the services during the cooling-off period, and the services have started, You must pay the Contract Price.

23.3. Exercising Your right to change mind: You can cancel this Agreement during the cooling-off period by making any clear statement to Us that You wish to cancel by writing to Us at bookings@spacetime.move.uk or Space Time Move Ltd, 34B Simmons Road, Canterbury, Kent. CT1 3RA.

23.4. Refunds on cancellation: We will make any refund due to You for exercising Your right to cancel during the cooling-off period (subject to any deductions due to Us in accordance with Paragraphs 18.1 and 23.2) within 14 days from the day after You notify Us that You wish to cancel. We will make any refund using the same method of payment You used to pay Us.