Jovada Express Terms and Conditions

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Jovada Express - info@jovada.co.uk - 07459 019085

These terms apply to removal, transport and related services supplied by Jovada Express. Please read them together with your quotation and booking confirmation before accepting a booking.

1. The agreement

- Your agreement consists of the quotation, booking confirmation, these terms, the accepted inventory and any written change agreed by both parties. Your booking confirmation records the service, route, price, payment schedule and any confirmed collection or delivery period.
- A quotation is an estimate based on the information you provide and is not a confirmed booking. A contract is formed when we issue a written booking confirmation after you accept the quotation, unless the booking confirmation expressly states another point of formation.
- If documents conflict, a later written variation agreed by both parties takes priority, followed by the booking confirmation, the quotation and these terms.
- If you are a consumer, nothing in the agreement limits rights that cannot lawfully be limited. Provisions referring to consumer rights do not apply where you are acting wholly or mainly for business purposes.

2. Your authority and information

- You confirm that you own the goods or have authority from the owner to arrange their removal and to accept these terms.
- You must give us complete and accurate information about the goods, addresses, contacts, access, parking, stairs, lifts, restricted roads, unusually heavy or fragile items and anything else that could materially affect the service.
- You must tell us promptly if any information changes. We may revise the service, vehicle, timing or price where a change materially affects the work required.

3. Inventory, weight and packing

- You must provide the final inventory, estimated total weight and declared value by the deadline in the booking confirmation or, if no deadline is stated, at least three working days before collection.
- Shared transport may be priced by an agreed weight band, including 150kg, 300kg, 500kg or 1,000kg. The booking confirmation identifies the band purchased. A load above the booked band may be moved to the next available band or require a revised service and price, which we will explain before continuing where reasonably practicable.
- You are responsible for packing all goods securely and suitably for road transport, unless Jovada Express has expressly agreed in writing to provide packing for a specific item. Any packing-related exclusion applies only as set out in the applicable cover or liability summary provided with the booking.
- Televisions, monitors, mirrors, glass, marble, artwork and other fragile or high-risk items must be packed securely for road transport. TVs and monitors should be packed in their original box where possible, or in a suitable TV or mirror carton with screen protection, corner protection and internal padding. A blanket, bin bag, loose cardboard sheet or uncovered screen is not suitable packing. Jovada Express may decline or reduce any claim where loss or damage is caused or contributed to by unsuitable packing.
- Individual boxes must not exceed any weight limit stated in the booking confirmation or packing instructions.

4. Goods we cannot carry

- You must not include illegal, dangerous, explosive, flammable, corrosive, perishable or otherwise restricted goods, cash, negotiable instruments, live animals or any item prohibited by law, customs rules, our insurer or a carrier, unless we expressly agree in writing.
- Plants may be carried only if you provide every plant-health or phytosanitary certificate required for the route and we confirm acceptance in writing. Alcohol may be carried only if it is declared in advance, all applicable duties and taxes are paid and you provide any evidence or documents we request.
- You must identify antiques, artwork, jewellery, collections, documents, high-value goods and items needing special handling before the quotation is accepted.
- We may refuse, remove or make safe undeclared prohibited or dangerous goods. You are responsible for reasonable loss or cost caused by knowingly or negligently including them, except to the extent caused by our failure to use reasonable

care and skill.

5. Collection, delivery and access

- A preferred date is a request only. A collection date, delivery date or service window is confirmed only when we confirm it in writing. Shared transport, ferries, traffic, weather, customs and other operational matters may require a reasonable delivery window.
- You or an authorised adult must normally be present at collection and delivery, check that the correct goods are handled and sign the relevant documents. Tell us in advance if this is not possible.
- You are responsible for arranging lawful and suitable access and any permits allocated to you in the booking confirmation. If undisclosed access restrictions cause additional work, delay, vehicle changes, parking charges or redelivery, we may charge the reasonable additional cost after explaining it.
- We will keep you reasonably informed of material timing changes. Times are estimates unless the booking confirmation expressly states that a time is guaranteed.

6. Customs and international movements

- You must provide complete, accurate and timely customs information, identification, declarations, inventory and supporting documents requested by us or the relevant agent or authority.
- Late or incomplete information may delay or prevent collection, export, import or delivery and may lead to reasonable additional costs that we could not avoid. We will explain those costs and take reasonable steps to minimise them.
- The quotation or booking confirmation states which customs services and fees are included. You remain responsible for duties, taxes, inspections, storage, penalties or third-party charges that are not expressly included and are not caused by our failure to use reasonable care and skill.
- Customs authorities make their own decisions. We cannot guarantee clearance or processing times.

7. Price and additional charges

- The agreed price and included services are stated in the booking confirmation. Unless stated otherwise, the price assumes the inventory, weight band, access, route and services described when the quotation was prepared.
- We may propose a reasonable additional charge if you request extra services or if materially inaccurate or incomplete information causes additional work or unavoidable third-party cost. We will explain and agree a material additional charge before continuing where reasonably practicable.

8. Payment

- The deposit, balance, currency, due dates and Jovada Express bank details are stated in the booking confirmation or invoice. You are responsible for checking the account name, sort code or IBAN and payment reference carefully before authorising payment.
- We may suspend work after reasonable notice if an undisputed amount is overdue, but we will not exercise this right disproportionately or where you have raised a genuine dispute that is being addressed promptly.
- A deposit is applied towards the total price. It is not automatically non-refundable; any amount retained following cancellation is governed by clause 9.

9. Cancellation and rescheduling

- Tell us as soon as possible if you need to cancel or reschedule. We will take reasonable steps to reduce avoidable loss, including reallocating capacity where reasonably possible.
- If you cancel fewer than seven calendar days before the confirmed collection date or collection window, route capacity and related costs will normally already be committed. We may therefore retain payments received and charge up to the full contract price, but only to the extent that this represents loss directly caused by the cancellation and is permitted by law. Any statutory cancellation right remains unaffected.
- If we cancel for a reason within our control and cannot offer a reasonable alternative you accept, we will refund payments for services not supplied. This does not affect any other legal rights.
- Consumer contracts for transport of goods on a specific date or during a specific period may be excluded from the statutory 14-day cancellation right. Where a statutory cancellation right applies, we will explain it before the booking is made and honour it. Our booking confirmation will state the position applicable to your booking.

10. Our standard of service and subcontractors

- We will perform the service with reasonable care and skill and within a reasonable time where no binding time has been agreed.
- We may use suitably qualified employees, subcontractors, carriers, customs agents and storage providers. We remain responsible to you for performing our contract, subject to these terms and applicable law.
- Nothing in these terms excludes or restricts liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of rights that cannot lawfully be excluded, or any other liability that the law does not permit us to exclude.

11. Protection, liability and claims

- The booking confirmation and the separate goods-in-transit cover or liability summary identify the protection applying to your move, including any declared-value requirement, exclusions, excess, reporting deadline and maximum amount. Where confirmed, cover may be up to GBP 20,000, subject to those documents.
- A GBP 250 excess applies to any accepted claim for loss or damage under the applicable goods-in-transit cover or liability arrangement. This means the first GBP 250 of any accepted claim is deducted from the amount payable, unless the applicable cover summary or law requires otherwise.
- Please inspect goods at delivery and record any visible loss or damage on the delivery note or CMR before signing wherever reasonably possible. Any claim for loss or damage must be reported to info@jovada.co.uk at delivery or within 24 hours of delivery. Claims reported after this period will not be considered, except where the law gives you a right that cannot be excluded or restricted. Include the move reference, affected inventory items, photographs and any supporting evidence available. Signing a delivery note does not remove statutory rights or automatically prevent a valid concealed-damage claim that is reported within the required period.
- You must take reasonable steps to prevent further loss and retain relevant packaging, photographs, receipts and damaged items while a claim is investigated.
- We are not responsible for loss that could not reasonably have been foreseen when the contract was formed, or for business losses suffered by a consumer. Any other limitation applies only if it is fair, transparent, stated in the applicable cover or liability summary and permitted by law.

12. Delay and events outside reasonable control

- Neither party is responsible for delay caused by an event outside its reasonable control, but the affected party must take reasonable steps to reduce disruption and communicate material developments.
- If an event outside reasonable control causes a substantial delay, we will discuss practical alternatives. Any right to end the contract or receive a refund depends on the circumstances, services already supplied, unavoidable costs and applicable law.

13. Storage and uncompleted delivery

- If delivery cannot be completed for a reason not caused by our breach, we may arrange reasonable redelivery or secure storage after trying to contact you. Reasonable additional charges may apply.
- Where storage is planned or becomes necessary, we will confirm the provider, charges, access arrangements and any separate storage conditions as soon as reasonably practicable.

14. Personal information

- We process personal information in accordance with our privacy notice. We may share necessary information with personnel, carriers, subcontractors, customs agents, authorities, insurers, payment and technology providers where there is a lawful basis.
- You must ensure that any contact details or documents you provide about another person are accurate and that you are authorised to provide them.

15. Complaints, law and changes

- Please contact us promptly at info@jovada.co.uk or 07459 019085 so we can investigate a complaint. We will acknowledge it and aim to provide a substantive response within a reasonable time.
- These terms do not prevent either party from using the courts or any statutory dispute-resolution right. The agreement is governed by the law of England and Wales, but a consumer retains mandatory protections and court rights that apply where they live.
- If any provision is found unenforceable, the remaining provisions continue to apply. A delay in enforcing a right does not waive it.

- We will not change an agreed contract unilaterally. Any material variation must be agreed in writing, except where a change is required by law and does not unfairly reduce your rights.

This document is generated from the live Jovada Express customer-form terms record. Customers should keep the version accepted with their booking confirmation.