

Moving 2000

Terms and Conditions Relating to Household Goods Removals in Sweden For the Consumer's Information and Guidance Established according to agreement between the Swedish Haulage Association (SÄ), The Removers' Association of Sweden (SMF) and The Swedish Consumers' Association.

1. Applicability

These terms and conditions shall apply where a consumer books a move within Sweden, primarily of a private nature. The consumer is referred to herein as *the booking party*, and the service provider is referred to as the "remover". The remover is responsible, according to these conditions for the move in its entirety, notwithstanding that the remover subcontracts all or part of the move to a third party. Should the remover employ modes of transport other than road in order to carry out the move, e.g. by ship, rail or air, the remover shall, per these terms and conditions, remain responsible for the move in its entirety. If damage, loss, partial loss or delay occur due to events solely related to the aforementioned alternative transportation modes, (e.g. adverse weather conditions, derailment, points' failures, and not be due to negligence and/ or have occurred due to the remover's actions, the remover shall only be responsible to the booking party according to the laws in force in relation to the contracted mode. The aforementioned presupposes that the booking party had prior knowledge that a part or whole of the move would be carried out using transportation modes other than road and that the booking party was informed of the risks relating to such alternative modes other than the contracted mode.

2 Definition of a move.

This is defined as the transportation of household effects from a predetermined origin address to a predetermined destination address and including loading and unloading of the effects at each respective location. The actual definition shall be that laid down in the move contract. The booking party must be provided with a copy of the move contract after the booking takes place but no later than at the commencement of the contracted move. The contracted move shall be deemed to have commenced when the remover is granted access to the booking party's household effects for the purposes of packing, or, if packing is not included in the contract, when the moving of the household effects commences. The move shall have been deemed to be completed when the household effects have been unpacked, or if unpacking is not included in the move contract, when the household effects have been delivered to the destination address. A move may also include temporary storage, up to 15 days, as effected by the mover, and as required to complete the move as contracted. If the move consists primarily of storage or warehousing, then this is covered by specific alternative governing rules. Unless specifically agreed to the contrary, a move shall be deemed not to include:

- The removal or laying of fixed floor coverings.
- The connection or disconnection of fixed light fittings.
- The removal or installation of interior fixtures such as bookshelves, curtains and hangings, pictures, mirrors and/or radio and television aerials and any related wiring.
- The transportation of valuables such as monies, bank-books, bonds and securities, items made from precious metals, jewellery and other similar valuable items.
- Hazardous items that may cause risk to persons or property such as flammable materials, explosives, perishable items, malodorous material, weapons, ammunition etc.
- The transportation of wines and spirits (with an alcohol content value in excess of SEK 5,000 (as defined in Sweden)).
- The transportation of live animals and plants.
- The emptying of water beds
- Any cleaning in relation to the move either before or after same.
- Temperature sensitive items unless by prior arrangement.

3. The Remover's Responsibility

The remover shall perform the move in a professional manner taking the necessary steps to ensure the due care of the booking party's household effects and related property. The remover shall also take account of the interests of the booking party and give such advice as is reasonably required and practicable. If the move contract provides for the booking party packing the household effects then the remover shall afford such advice as is necessary in order to avoid any damage that might occur. The booking party however is held responsible for any damage to items packed by him and which occurred as a result of the packing.

The remover shall provide the booking party with such guidance at the same time as any other information relating to the contracted move. If the booking party has made an inventory list of goods deemed to be valuable or fragile, (per clause 4.4) the remover is required to check the inventory list at the commencement and conclusion of the contracted move. In the event the booking party has packed these items, then the remover's responsibility is limited to the outward appearance of the pre-packed items and the outward condition of same.

4. The Booking Party's Responsibility

The booking party shall provide such information as is required to carry out the move. In the event that a prior survey has taken place, then it is not incumbent upon the booking party to provide any information that the remover should himself have obtained at the time of the survey. This includes:

- The total volume of household goods and property size at origin and destination.
- Access to and the availability of elevators at origin and destination addresses
- Notification on heavy and voluminous items such as pianos, large wardrobes etc.
- Items that due to their nature could cause personal injury or damage and/or valuables and fragile items.

Valuables are defined as having a higher market value than a measurement laid down according to the Swedish law (1962:381) relating to household insurance in effect at the time the moving contract was agreed. Groups of valuables are taken to mean like items (glasses, dinner services and chinaware, crystal items, sets of items, stereo systems etc.

If the booking party does not give notice of such items, he will be held personally responsible for any damage to said items according to paragraph 11. The booking party should, in his own interest, make an inventory of valuable and fragile items e.g. pictures and antiques and give a market value for each said item. If the booking party, despite the advice of the remover, does not declare items that can cause personal injury or material damage, and the remover, in his judgement, decides that the only way to protect from such items is by rendering them safe, then the remover may do so at the booking party's cost.

5. Cost and payment

The remover shall quote a fixed price except as otherwise agreed by the parties. VAT must always be included in this price. If the remover originally quotes an approximate/estimated price, the subsequent price may not exceed the quoted original price plus 15 percent.

The estimated or fixed price must be quoted in the contract. If a fixed price is not quoted then the method for arriving at a final price must be stated in the contract. The remover shall have the right to additional costs if the move becomes more expensive due to circumstances that could not have been foreseen at the time the contract was agreed. The remover must advise the booking party and obtain his approval in such circumstances. Unless otherwise specified in the contract, the booking party must pay the additional cost immediately upon the completion of the move. If the remover has reason to suspect that the booking party will not fulfil the terms of the contract, then he may demand a guarantee from the booking party or withhold a portion of the household goods, equivalent in value to the amount owed until such time as the booking party fulfills the terms of the contract or provides security to cover the cost. If the booking party does not pay in a timely manner, the remover may demand accrued interest according to paragraph 5 of the related interest laws in Sweden.

6. Cancel a Contracted move

The booking party has the right to cancel the contracted move. Provided that cancellation takes place at least 15 days before the contracted move date, the remover has no right to compensation. Should the cancellation occur within 15 days, the remover should be compensated as follows: If the move is cancelled prior to commencement, the remover shall be compensated for actual costs incurred and any losses incurred as a result of this, however not exceeding 10 percent of the contracted price. If however the move is cancelled after commencement, the remover is to receive full recompense for that part of the move that has been conducted as well as

compensation for costs incurred or losses incurred as a result of said cancellation however, not higher than 20 percent of the outstanding amount of the contracted price. However cancellation should be due to circumstances beyond the control of the booking party, such as unemployment or illness, the remover may only claim compensation for that part of the contracted move that has already been carried out.

7. Delay

A delay is defined as where a move has not commenced at all, is put back per agreement within an agreed timescale and is not due to the actions of the booking party. In the event that a timescale has not been agreed, then a delay is deemed to have occurred where the time taken is longer than would be considered normal for the move.

8. Failures

This is deemed to have taken place if the resulting move does not satisfy what has already been agreed or is not per the booking party's reasonable expectations as explained in paragraphs 3 and 4.

9. Penalties for delays or failures.

In the event of delays or failures per paragraphs 7 and 8 above and where this is not due to the booking party's actions, then he may demand:

- That the failure is righted or that the contract is fulfilled.
- A pro-rata reduction in the contracted price as a result.
- Cancel the whole contract even where a move has commenced where the underlying contract has been breached and where the remover recognizes this or
- Cancel the unfulfilled part of the contract where the booking party considers there to be a breach of contract and
- Seek damages per paragraph 11.

10. The booking party's right to withhold payment.

The booking party may withhold that part of the payment required to cover any failure, damage, loss or delay.

11. The remover's liability to pay for damages.

11.1 Damages resulting from failure, damage, loss or delay.

The remover shall compensate the booking party for any damage, which he has caused resulting from failure, damage, loss or delay of the removal goods, provided he is unable to demonstrate that the failure, damage, loss or delay was not caused due to circumstances out with his control and that he could not reasonably have foreseen or avoided the failure, damage, loss or delay. The remover shall also compensate the booking party for any damage to his property in general, and which does not constitute part of the removal goods and which material damage affects him or his family, provided however that the remover cannot show negligence on the part of the booking party.

11.2 Definition of the remover's liability to pay damages

The compensation is limited to the value of the property at the time of the actual damage or loss, the cost of any repairs or other related costs resulting from the damage or loss. The cost of repairs however must not exceed the loss value of an item.

If the remover replaces the item or pays compensation in full the ownership of the damaged item(s) passes to the remover should he so demand.

In the event of damage occurring to removal goods, the remover may offer redress for same even if the booking party has not requested redress provided he does so immediately and provided that the booking party does not have cause to reject the offer. Redress shall be offered within a reasonable time following the booking party's agreement to said redress.

The removers' compensation liability for loss or damage does not include any relating to any business operated and is limited to an amount as laid down in Swedish law (1962:381) and in effect at the time the contract was signed. Compensation does not cover sentimental value or indirect loss or damage.

The removers' liability due to delays is limited to an amount as laid down in Swedish law (1962:381) and as in effect as the time the contract was agreed.

The remover's liability is reduced or nullified if the damage occurred due to the following circumstances:

- Error or failure on the part of the booking party (e.g. bad packing, unpacking or loading by him. Incomplete or incorrect marking, incorrect inventories or per paragraph 4, a failure to provide information as requested.)
- Goods whose very nature create a risk in moving them(living plants, foodstuffs, temperature sensitive items, minor/surface scratches to items having polished surfaces).
- Damage to sensitive electronic items (e.g. computers and computer related items, televisions) which occurs despite the remover's due care in moving same.
- The remover is able to demonstrate that the damage occurred was due to the inherent bad condition of the item.

11.3 Damage limitation Where a party suffers damage due to breach or cancellation of the contract, he shall reasonably ensure that he limits the damage. In the event that he does not do so, he shall be liable for an equal share in the loss.

12. Insurance

A booking party may at his own cost, insure some or all of the removal goods in order to ensure recompense for damages which are not the fault of the remover per these terms and conditions. For removals goods in storage, please refer to separate terms and conditions.

13. Delay caused by the booking party

If it has been agreed that the booking party will assist in the move e.g. packing, and does not allow enough time as is deemed to be reasonable for this task, then the remover may suspend the move process until such time as the booking party has completed the task(s). The remover may claim such costs as he incurs due to this delay, provided that the booking party is not able to show negligence on the part of the remover. If the booking party's delay in making payment or in any other part of the move is deemed to be excessive, the remover may cancel the contract. The booking party may be liable in such a case to pay an amount that is reasonable to compensate for any costs that have incurred as a result of the breach.

14. Claims and the time restrictions relating to these.

If the booking party wishes to make a claim due to failure, damage, loss or delay, then he must advise the remover of this within a reasonable time upon detecting same or a reasonable time lapse after which time to the failure, loss, damage or delay ought to have been detected. The claim must be notified within 2 years of the move being concluded. The booking party is required to survey the removal goods and note any damages in transit as soon as possible after the conclusion of the move. The booking party should document any damages in order to support the claim. This may be done by keeping the packing materials and packaging involved or photographs of the damage and/or by conducting a survey in the presence of witnesses. Claims and supporting data should be submitted in writing.

15. Disputes

Should a dispute occur the parties should first of all attempt to settle the matter between them on a voluntary basis. In order to settle a dispute at a local level, the booking party may contact the local Consumer Affairs Department. In the event that the parties cannot reach an agreement, the dispute may be settled by the ARN (Claim Authority). Disputes may also be referred to the courts.