

Terms & Conditions

Relocate MENA Businessmen Services

These conditions form the basis of the contract between the customer and Relocate MENA (Businessmen Services)

They explain both parties' rights, obligations and responsibilities concerning any services provided by Relocate MENA (Businessmen Services) or its named subsidiaries "Relo-Global"; these conditions are the only terms under which Relocate MENA (Businessmen Services) undertakes to do business by engaging or allowing Relocate MENA (Businessmen Services) to provide any services; You are deemed to have read, understood and accepted these conditions. These conditions can be varied or amended subject to Our prior written agreement.

These conditions consider the provisions of international conventions and protocols governing the transportation of goods by road, air, sea or rail. Alternative conditions will only apply if agreed in writing by a duly authorised representative of Relocate MENA (Businessmen Services) before the start of the work. Your attention is drawn to Clauses 8, 9, 11 and 12, which limit Our liability, and You should therefore consider specialist coverage for Your goods or premises.

In these conditions, We, Our and Us refer to Relocate MENA (Businessmen Services), the company contracted with its subcontractors and agents to provide the services. You and you refer to the customer, or the customer's agent or representative, as the recipient of the services.

Quotation

1. Our quotation is valid for thirty days and is subject to the availability of resources. It does not include insurance, customs duties, or taxes paid/payable to government departments. We may amend the quotation if:
2. Our quotation is not accepted within 30 days, and the work is not completed within three months;
3. Our overheads or operational costs go up as a result of increases in but not limited to currency fluctuations, taxation, fuel or freight charges or any other fees or expenses outside Our control;
 - you ask Us to carry out additional work;
 - extra goods are removed or stored or both to which these conditions will apply;
 - We have to collect or deliver above a second floor (assuming the ground floor to be the first floor) or to the basement of more than two (2) floors below ground level, unless We have agreed to do so in writing;
 - there are delays outside Our control;
 - the stairs, lifts, windows or doorways are inadequate for free and easy movement of the goods
 - without risk of damage or injury, mechanical equipment, or structural alteration or the road or drive is unsuitable for Our vehicles and containers to unload within 25 meters of the doorway; UNLESS You told Us in writing of these problems before We prepared the quotation;
4. goods are handed to You from the store, or You require access to Your interests whilst they are in store; the work is carried out on the weekend, public holidays or outside regular working hours (0800 – 1700 hrs);

any parking charges we incur while carrying out work for You; We agree to increase our liability limits in writing.

5. In any such circumstances, adjusted charges may be applied and become payable

Work not included

Unless agreed otherwise in writing before the date of this quotation, Our price does not include:

1. taking down or putting up any unit or self-assembly kit furniture, fitments or fixtures;
2. disconnecting and reconnecting domestic or other appliances and fittings;
3. taking up or laying fitted floor coverings;
4. moving loaded freezers or refrigerators;
5. moving items to or from an attic/loft;

Our employees and agents are not authorised to carry out the abovementioned work. If any of Our employees carry out such work, at Your request, and without Our prior written agreement, they do so without Our authority and outside the terms of their employment with Us. We shall not be liable for any loss or damage in such work.

Declaration of Ownership

By entering into this Agreement, You declare that the goods are either Your property free of any legal charge or burden on them or that You have the full authority of the owner or anyone having a legal interest in them to enter into this contract on their behalf and they have been made aware of such conditions. You shall indemnify Us against any claims, liabilities, demands, costs and expenses incurred or suffered by Us if any of the warranties above are not valid. If any other person has or obtains an interest in the goods, You must advise Us of their name and address in writing immediately.

Your responsibilities You agree

1. to be present or represented throughout the collection and delivery of the removal, check and ensure that nothing that should be moved is left behind and nothing is taken away in error;
2. to arrange proper protection for goods left on unattended premises or where people unconnected with the work are present. We shall not be liable for any loss or damage if You fail to protect your goods;
3. not to offer for removal, packing or storage of any item unless You have insured that item against accidental loss or damage and loss or damage caused by fire, lightning or explosion;
4. to empty, clean and defrost refrigerators and freezers and make alternative transport arrangements for their contents. We shall not be liable for damage to any freezer of the fridge or its contents which results from the freezer of the refrigerator being moved either partially or fully loaded;
5. to empty any rubbish from bins and soil from plant pots before moving;

6. To make sure that all domestic and garden appliances including but not limited to washing machines, dishwashers, hose pipes, and petrol lawn mowers, are clean and dry so that there are no residual fluids or fuel left in them;
7. to obtain, at Your expense, all necessary licences, permits and other documents to enable Us to export or import Your goods. We shall not be liable for any loss, fines, costs, charges and expenses incurred if the work cannot be completed;
8. to declare in writing to Us all articles which may be liable to customs duties or restrictions. You agree to indemnify Us against all claims, fines, costs, charges and expenses incurred by us as a result of any inaccurate or omission of information supplied by You;
9. To provide Us with an address to which all communications should be directed and to notify Us in writing of any change. We will provide an acknowledgement of the confirmation of Your change of address when We receive it.
10. Other costs or additional charges may arise from Your failure to discharge these responsibilities. You shall at all times, whether during or after the termination of this Agreement, indemnify Us against all losses, liabilities, damages, penalties, costs and expenses (including legal fees on a full indemnity basis) suffered by, incurred by or awarded against Us arising out of or about any proceedings, claim or action by any third party against Us resulting from Your wilful default, fraud, omission, negligence, breach, failure to perform or delay in the performance of any of Your obligations under these conditions.
11. then because of Our negligence or breach of contract, We will not be liable for any loss or damage,

Goods not to be submitted for removal or storage

Unless where we have previously agreed to special arrangements in writing, the following items shall not be submitted to Us for removal, transportation or storage and will not be moved or stored by Us:

1. Any prohibited drugs or other such goods/substances, derivatives, extracts, plants, leaves;
2. any dangerous, combustible, hazardous, explosive, corrosive or damaging articles or substances, including gas bottles, aerosols, paints or pressurised containers;
3. any article or substance, including food, likely to attract or encourage vermin or other pests or likely to cause infection or harm due to decay or otherwise;
4. any jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps or coins (or similar collections of any kind), plants, animals, birds or fish. We do not accept any liability for any claims for loss or damage to these items if they are placed in Our care or custody;
5. any weapons including but not limited to guns, rifles, knives, swords, grenades, ammunition or another such item;
6. any prohibited, illegal or stolen goods.

You will indemnify Us against any claims, liabilities, losses, damages, costs and expenses that We, You or a third party may suffer through the presence of such articles or substances among Your goods. Suppose any such article or substance is found. In that case, We may either remove,

destroy or otherwise dispose of it or sell it, in which case We will pay You the net proceeds of sale after deducting the costs and expenses (including without limitation legal costs) incurred by Us and any payments or sums due to Us from You.

Voluntary advice

We will use Our reasonable endeavour to provide You with up-to-date information to assist You with matters affecting the exportation or importation of Your goods. Information such as national or regional laws and regulations are subject to change and interpretation at any time. Any advice and information given to You in whatever form we provide are given gratuitously, without liability, and in good faith based on current information. Such advice and information are not intended to be comprehensive and do not constitute legal advice or opinion. Your responsibility is to seek appropriate advice to verify the accuracy of any information provided. We shall not be liable for any loss or damage should any such communication be incorrect or if We fail to notify You of any changes.

Route and method

You agree that:

1. we shall be entitled at our sole discretion to interchange the goods between vehicles and warehouses or other premises at any time;
2. we shall be entitled, at our sole discretion, to select the route and means of transport or storage of the goods. Unless agreed otherwise on the quotation, this includes Our right to utilise other space/volume/capacity on vehicles and in containers for consignments of other customers;
3. we shall be entitled, at our sole discretion, sub-contract some or all of the work. If We sub-contract the job, these terms and conditions shall continue to apply to all work carried out by the sub-contractor;
4. in the case of door to door services, if We cannot deliver Your goods to the delivery address due to circumstances outside Our control, We will deliver the goods to Our own or appointed agents' premises at the nearest location where storage space is available. Upon delivery to these premises, Our contract with You for the removal services will be deemed completed. After that, additionally required storage, handling and redelivery requirements will be charged as additional services;
5. other than because of Our negligence or breach of contract, We will not be liable for delays in transit;
6. if the shipping line, airline, trucking or railway company is obliged to change the routing for any reason, including but not limited to industrial action, port strikes, embargos, natural disasters, hostilities (whether war be declared or not), terrorist acts, civil war, rebellion, revolution, insurrection, military or usurped power or civil commotion of any kind, then You will be liable for any additional costs of transit, permits and documentation.
7. in accordance with international shipping practice regarding General Average, if the carrying vessel should get into distress and is unable to continue to its original destination, You will be responsible for any claims related to Your shipment that may arise, together with any additional costs for onward transportation.

Our liability for loss and damage to the goods

1. We shall not be liable for all or any loss, damage or any expenses arising from Your failure to comply with Your obligations and responsibilities under this contract or as a result of Your negligence.
2. We do not know the value of Your goods; therefore, we limit Our liability to a fixed limit per item. The amount of risk We accept under these conditions is reflected in Our price for the work. If You wish Us to increase Our limitation of liability per item, You agree to pay a higher fee for the job. Unless agreed otherwise in writing, if We are negligent or in breach of contract resulting in loss or damage to Your goods, We will pay You (a) up to AED 1.60 per kilogram of the gross weight of the goods, or (b) the value of the goods or part of the goods that is damaged, whichever shall be the lesser, and PROVIDED THAT Our liability shall not exceed AED 200,000.00 in respect of any one incident or event or a series of related events.
3. Where goods are transported by sea, air or rail, the shipping line, airline, or railway company will be responsible for the safe custody of the goods by international conventions and protocols. We will not be liable for any loss or damage whilst the goods are in their care. We will transfer to You the benefits of any rights we have against them under their terms and conditions of business.

Damage to premises

If We are negligent or in breach of contract, which results in loss or damage to Your premises, Our liability shall be limited to making good the damaged area only. We may pay you an amount not exceeding AED 500.00 to cover the repairs to Your premises, or We may arrange to have the damage repaired Ourselves. Any such damages to the premises must be noted on the delivery receipt. If We cause damage as a result of moving goods 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.

Insurance

We expressly recommend that You adequately insure the goods against all insurable risks from the point of collection by Us until final delivery at destination. Upon receipt of Your written instructions and completion of the necessary documents, and subject to You paying the premium in advance, We can arrange insurance on Your behalf. All insurances effected by the Us are subject to the usual exceptions and conditions of the insurers or underwriters taking the risk.

Exclusions of liability We shall not be liable for:

1. Loss or damage by fire howsoever caused;
2. Loss or damage caused whilst the goods are in the care and control of the shipping line, airline, or railway company;
3. Loss or damage where the goods have been packed or unpacked by You or others;
4. Loss or damage caused by atmospheric conditions, including but not limited to dampness, mould, mildew, rusting, tarnishing, corrosion, and gradual deterioration, unless directly attributable to an ingress of water caused by Our negligence or breach of contract;
5. Loss or damage caused by vermin, moth or other infestation;
6. Loss or damage caused to the goods that have any inherent defects or vice;
7. Any claims resulting from difficulties or inability to obtain fuel or other supplies;
8. Any claims resulting from war, invasions, the act of a foreign enemy, hostilities (whether war be declared or not), terrorist acts, civil war, rebellion, revolution, insurrection, military or usurped power or civil commotion of any kind;
9. Any claims for loss of use, amenity, enjoyment, profits (direct or indirect), or any other indirect or consequential loss, in each case, whether arising from negligence, breach of contract or otherwise, even if such losses or damages were reasonably foreseeable or We had been advised of the possibility of such losses or damages.

Time limits for reporting claims

You must notify Us in writing of specific loss or damage within the time limit stated below. Otherwise, We will not be liable:

1. for goods believed to be lost or damaged – within a reasonable period not exceeding 14 days after the date of delivery of the goods or the expected date of delivery (in respect of any claim for non-delivery);
2. for goods removed from Our premises by You or Your agents – at the time the goods are handed over;
3. for damage to premises – at the time of collection or delivery of Your goods by recording such damages on the delivery sheet.
4. If we have arranged a policy of insurance at Your request and as an agent on Your behalf, any claim by You under such insurance policy must be lodged with Us within the time limit stated by the terms of the such insurance policy.

Payment

Unless otherwise agreed by Us in writing, all charges and payments must be paid before the packing or storing the consignment (as the case may be). You can pay on one of the following basis:

1. Cash, United Arab Emirates Dirham cheque or bank transfer – minimum ten days in advance of the provision of service;
2. Cheques were drawn from a foreign bank – a minimum of 21 days in advance of the condition of service;

All cheques must be cleared before shipment can proceed.

A claim or dispute shall not be made as the reason for withholding or deferring payment for the work in part or whole. Interest will be payable at 3% above the base rate of HSBC on any outstanding sums due and payable to Us from the due date till full payment. We reserve the right to postpone work until all outstanding monies are paid in full.

Postponement and cancellation

1. If You postpone or cancel the work, we will charge, and You agree to pay the following
 - 1.1) 8 to 10 working days before the start of the work, 30% of the price of the work; 7 working days or less before the beginning of the work, 50% of the cost of the work;
 - 1.2) On the day the work starts or any time after the job has begun, 100% of the price of the. If We postpone or cancel the appointment, We will refund You the charges You have paid Us in advance. We will also reimburse You:
 - 1.3) 30% of the price of the work if We cancel or postpone the work 8 to 10 working days from the start of the work;
 - 1.4) 50% of the work price if We cancel or postpone the work seven working days or less from the start.
2. If We cancel or postpone the work on the day the results start or at any time after that, we will refund You the price of the work after deducting the cost of any work we have done on Your behalf. For this agreement, sub-clauses 1.1 and 1.2 will not apply if the work is affected by adverse weather, traffic congestion, road works, parking difficulties, fuel shortages, industrial action, vehicle breakdown, or as a result of circumstances outside our control. A delay in commencing or during the work will not constitute cancellation or postponement.

Settling disputes

This contract and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed by the laws of the United Arab Emirates. You and We agree that the Dubai Courts in the United Arab Emirates shall have sole jurisdiction over such dispute.

Lien and end of agreement/power of sale

1. If Our charges are not paid, goods in our possession or custody will be removed to store and retained until payment is made. We shall be entitled to charge for keeping these goods. You will reimburse any costs incurred in removing to our store. All charges must be paid in full before the goods can be released. If Our demands are not met in full on the due date, interest will be payable at 3% above the base rate of HSBC on all monies outstanding from the due date till full payment.
2. "Lien" means the right to keep possession of and hold property until a debt is paid in full. We shall have a special and general lien upon all goods and documents relating to the goods in Our possession, custody or control for all money. You owe Us, including expenses incurred by Us. For payments, We made on Your behalf. If some of the goods have been delivered, removed, dispatched or sold, the general lien shall apply to any goods that remain in Our possession. We shall be entitled to charge You storage and any other costs or expenses incurred whilst We maintain a lien on the goods. These terms and conditions shall continue to apply.
3. Without prejudice to any other rights or remedies which We may have, (i) if the lien set out in clause 15(b) is not satisfied by payment within 30 days of the date of Our written notice to You notifying the outstanding charges due and payable; or (ii) You have failed to remove all goods from our care, control and custody within 30 days of the date of Our written notice to You, then, in either case, We shall without any further notice have full power to open and examine the goods or any part of it and at Our sole discretion to elect to sell (either by public auction or private treaty), dispose of, destroy, return or otherwise deal with such goods as agent for, and at Your sole risk and expense, and you shall bear all costs and expenses whatsoever incurred by Us incidental to it. You shall indemnify and hold Us harmless against any liability arising from such sale, disposal, destruction, return or dealings of the goods. Should We elect to sell any part of the goods, We will apply the sale proceeds in or towards payment of all sums due to Us and the expenses of the sale, disposal and dealing. Upon accounting to You for the remaining balance (if any), we shall be discharged from all liabilities concerning the goods. Suppose We sell part only of the goods. In that case, We shall be entitled to raise storage charges and, without further notice, shall be entitled from time to time to sell and dispose of the remainder of the goods in part or whole and apply the sale proceeds to reduce the outstanding charges.

Correspondence

You must provide Us with an address to which all communications are to be directed and shall notify Us in writing of any change. All communications will be treated as having been duly served and received within seven days after posting if sent by post to the last address recorded by Us. If You do not provide an address or respond to our correspondences or notices, We may publish such statements in a public newspaper in the area to or from which the goods were removed. Such messages will be considered to have been received by You seven days after the newspaper's publication. If We cannot contact You at the address advised, You will pay us all costs incurred in establishing Your whereabouts.

Storage in the United Arab Emirates

1. If We provide an inventory, list or receipt for goods, it need not state the contents of any article, case, bundle, package or another container. The stock, index or permit shall be accepted as accurate and final unless You notify Us of any errors or omissions in writing within seven days of receiving the inventory, list or receipt. No claim may be made for any item not described in the stock, index or receipt.
2. A charge will be made for receiving goods into the store and handing them out to Your transport.
3. Storage charges shall be payable three months in advance. If You remove the goods before the end of the period, We will credit Your account with any excess payment and refund any balance. All charges, including removal charges, must be paid before goods may be taken out of the store.
4. Storage charges are subject to revision, and You will be notified of any increase in writing 30 days before the growth comes into effect.
5. If You leave any goods in Our custody or care, You are deemed to have read, understood and agreed to store Your goods under these conditions.
6. If You wish to remove Your goods from storage, You must give at least 15 working days prior notice in writing. All charges, including storage, are payable up to the date when the notice period expires.
7. If We wish to remove Your goods from storage, and payment due from You is not in arrears, We may terminate this Agreement by giving You 30 days' notice in writing.

Authority

Unless confirmed otherwise by the Managing Director of Relocate MENA (Businessmen Services), no employee, agent or person shall have any authority to alter or qualify these terms and conditions.

Severability

Suppose any part (including any sub-clause or part thereof) of this Agreement shall be void or unenforceable because of applicable law. In that case, it shall be deleted, and the remaining portions of this Agreement shall continue in full force and effect.

1. Entire agreement

You acknowledge that this Agreement and these conditions contain the whole agreement between You and Us. You have not relied upon any oral or written representations by our employees or agents.

2. Waiver

The failure by Relocate MENA (Businessmen Services) to exercise or delay by Relocate MENA (Businessmen Services) in exercising a right or remedy provided by these Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Conditions or by law prevents a further movement of the right or remedy by Relocate MENA (Businessmen Services)