

OTG Movers LIMITED

CUSTOMER TERMS AND CONDITIONS

1 THESE TERMS

1.1 Who we are

We are OTG Movers Limited, a company incorporated in England and Wales. Our company registration number is 16314885.

1.2 Contact information

1.2.1 You can contact us via the “Contact Us” page or by email at info@otg-movers.com

1.2.2 If we have to contact you, we will do so in writing to the email address provided in your Get a free Quote Form or by text message to the mobile number (if provided) in your Get a free Quote Form.

1.3 By using our website you accept these terms

1.3.1 By using our website, you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms, you must not use our site. You may be asked to re-confirm your acceptance of these terms if you request a quote from us. We recommend that you print a copy of these terms for future reference.

1.3.2 You are responsible for ensuring that all persons who access our website through your internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.

1.4 What these terms cover

1.4.1 These are the terms and conditions on which we supply our services to you. Please read them carefully before you request a quote from OTG Movers. These terms tell you who OTG Movers are, the services we provide, how you and we may change or end the contract, what to do if there is a problem, and other important information.

1.4.2 These terms refer to our Privacy Notice, which also applies to your use of our website and our services.

1.4.3 Our website is directed to people residing in the United Kingdom. We do not represent that content available on or through our website is appropriate for use in other locations.

1.5 We may make changes to these terms.

We may amend these terms from time to time. We will try to give you reasonable notice of any major changes.

1.6 We may suspend or withdraw our site.

Our website is made available free of charge. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

2 WEBSITE USE

2.1 Do not rely on information on this site

2.1.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

2.1.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether expressed or implied, that the content on our site is accurate, complete or up to date.

2.2 We are not responsible for websites we link to

2.2.1 Where our website may contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over those sites or resources.

2.3 Intellectual property

2.3.1 We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

2.3.2 You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

2.4 Uploading content to our site

2.4.1 Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content, and to distribute and make it available to third parties.

2.4.2 You are solely responsible for securing and backing up your content.

2.5 We are not responsible for viruses and you must not introduce them

2.5.1 We do not guarantee that our website will be secure or free from bugs or viruses.

2.5.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

2.5.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

2.6 Rules about linking to our site

2.6.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

2.6.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

2.6.3 You must not establish a link to our site in any website that is not owned by you.

2.6.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

2.6.5 We reserve the right to withdraw linking permission without notice.

3 HOW WE WORK

3.1 Standard Quotes

3.1.1 We require the information requested in the Get a free Quote Form on our website in order to provide you with a quote. You are responsible for ensuring that all information provided in your Get a free Quote Form is accurate and correct.

3.1.2 Subject to clause 3.1.3 below, we will prepare a fixed quote based on the information you have provided in your Get a free Quote Form, and provide it to you via an email notification.

3.1.3 If the information provided in your Get a free Quote Form is not accurate and correct, or there are any changes to your requirements, you will need to discuss this and if necessary agree an alternative quote.

3.2 Non-standard Quotes

3.2.1 If you wish us to provide a quote for an international removal, or for an office removal, please contact us at info@otg-movers.com

3.2.2 You will be required to provide the same information as required in the Get a free Quote Form, and may be asked for additional information. You are responsible for ensuring that all information provided is accurate and correct.

3.2.3 We will use our reasonable endeavours to provide you with a quote for these services. As these are outside our standard practice, we cannot guarantee a response time but we will respond as soon as possible.

3.2.4 If the information you provide to us is not accurate and correct, or if there are any changes to your requirements, you will need to discuss this and if necessary agree an alternative quote.

3.3 Our Partners

3.3.1 You acknowledge and accept that if OTG Movers cannot provide any transportation services, we may use other Removal Partners, and that we are simply acting as an intermediary between you and our Removal Partners.

3.3.2 On confirmation that you are happy with the fixed quote we have provided, we will match you with one of our Removal Partners.

3.3.3 You must read the Removal Partner's applicable terms, conditions and policies.

4 PAYMENT

4.1 We accept payment in cash or via bank transfer to the details provided in any confirmation email sent to you. If you are unable to pay using any of these methods, please contact us at info@otg-movers.com to request a reasonable alternative payment method.

5 OUR RIGHTS TO END THE CONTRACT

5.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

5.1.1 you do not make payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due;

5.1.2 the information you provide via the Get a free Quote Form is not accurate and correct;

5.1.3 You do not, within a reasonable amount of time of us asking for it, provide us with information that is necessary for us to provide the Service.

5.2 You must compensate us if you break the contract.

If we end the contract in the situations set out in paragraph 5.1, we will refund you any deposit made (if you have already paid it) but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

6 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

6.1 Overall liability

6.1.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

6.1.2 We are not liable for business losses. Please note that we only provide our site and the Service for domestic and private use. You agree not to use our site or Service for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

6.2 Liability arising from or in connection to the Service

6.2.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

6.2.2 We will not accept any claims of damage or loss after 7 days of the completion of the job. Please make us aware of any damage or loss suffered immediately, ideally while our staff are still on site. Claims made after 7 days will not be accepted.

6.2.3 We are not liable in relation to any services provided by any Removal Partner who may assign to provide the required services. Services provided to you by the Removal Partner will be governed by the terms, conditions and policies agreed between you and the Removal Partner. OTG Movers is not responsible for any action or inaction on the part of the Removal Partner.

7 HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Notice, which is available at <https://www.otg-movers.com/privacy/>

8 OTHER IMPORTANT TERMS

8.1 We may transfer this agreement to someone else.

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

8.2 You need our consent to transfer your rights to someone else.

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

8.3 Nobody else has any rights under this contract.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

8.4 If a court finds part of this contract illegal, the rest will continue in force.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

8.5 Even if we delay in enforcing this contract, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, 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.

8.6 Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.