

# General terms and conditions for household removals

Consumers, private households

*These terms and conditions are complied with by the removal service companies organised within Suomen Muuttopalveluyritykset ry (SMPY) and Finnish Transport and Logistics – SKAL.*

## 1. Scope of application

These terms and conditions are applied to removal services performed inside Finland which are ordered for private use.

In these stipulations, the consumer is referred to as the customer. The party that assumes the responsibility for the removal is referred to as the removal service company.

The removal service company is liable for the performance of the service in its entirety in accordance with these terms and conditions, even if another party performs the service in full or part as assigned by the removal service company.

## 2. Entering into agreement

The removal service company shall offer its customer an opportunity to submit a bid request via the company's web site. The customer fills in the bid request form and submits it to the removal service company, which prepares an individual bid for the customer. If the customer submits a bid request by telephone or in electronic format, the removal service company presents its bid in a similar manner. The customer and the company are considered to have entered into an agreement when the customer accepts the bid and the company confirms the entry into an agreement.

## 3. Scope of the assignment

The assignment includes the removal of household effects from the agreed point of departure from inside the dwelling to the agreed destination inside the dwelling, including the loading of removed goods in the vehicle, their unloading from the vehicle and transfer to inside the dwelling at the destination. The scope and start time of the assignment are indicated in the order confirmation.

Unless specifically agreed upon, the assignment does not include the following services:

1. detaching/fastening fixtures included in the dwelling and various household appliances nor disassembly/assembly or installation of such fixtures or removable fixtures
2. protecting the surfaces of the property or removed furniture
3. transport of valuables, money, bankbooks, securities, precious metals, jewellery or other similar valuables
4. transport of safes, pianos or other particularly heavy items

5. transport of items potentially hazardous to people and/or property, such as flammable substances, explosives, corrosive substances or substances with a bad odour, weapons and ammunition
6. transport of animals and living plants and related storage equipment (such as aquaria)
7. cleaning services
8. removal of items that require thermally controlled transport
9. removal boxes and packaging material

#### **4. Customer's responsibilities**

The customer must report any aspects that may be considered to be significant to the performance of the assignment:

- amount of movables to be removed, dwelling areas and storage facilities in the points of departure and destination
- access way and the functioning of lifts and their weight limitations in both addresses
- items that are particularly heavy or space-consuming, such as pianos and large cupboards
- item(s) that could be hazardous to people or transport vehicle due to their properties
- items or item categories of particular value and fragile items
- factors that are potentially hazardous to occupational safety and health
- increase in the amount of items after any evaluation visit

The customer must prepare a list of any particularly valuable or fragile items, such as paintings and antiques. The customer must submit a written estimate of the market value of these items.

If the customer does not submit the information referred to herein to the removal service company in advance, the customer is liable for any damage to the removed goods in accordance with section nine.

If the customer presents such items as mentioned in section three for transport without the written consent of the removal service company, the customer is liable for the items during the assignment and is liable to compensate the removal service company for the delivery of such items and any damage caused during it to the extent that it is attributable to the customer's error or negligence. With regard to hazardous items, the provisions of the Road Transport Agreement Act shall apply.

#### **5. Removal service company's responsibilities**

It is the responsibility of the removal service company to perform the assignment in a professional manner with due carefulness. The removal service company must also take the

customer's interests into account with due carefulness. The company is under an obligation to observe secrecy of all of the customer's information related to the assignment, items and their values.

The removal service company is liable for the loss, reduction or damage of items during the period between their acceptance for transport and handing over in accordance with the provisions of the Road Transport Agreement Act.

The company holds an insurance policy pursuant to the Road Transport Agreement Act covering the liability for the transported goods (road transport insurance) and third party insurance covering any personal injuries and property damage caused to a third party (general liability insurance).

The removal service company provides the customer with instructions on the protection and packaging of removed goods, if this is not included in the assignment. If the customer has prepared a list of particularly valuable or fragile items in accordance with section four, the removal service company shall inspect the listed items at the beginning and end of the assignment.

If the customer has personally taken care of packaging the items, the removal service company inspects these containers and visible removal movables externally.

## **6. Pricing bases**

The pricing bases of the removal service company can be seen by the consumer on the company's web site or the consumer can request them from the company. The prices are inclusive of the value-added tax at the currently valid rate.

The terms of payment of the service are defined in the order confirmation.

The removal service company may require the customer to place a security in order to secure payment if the customer is found to have a registered delinquent payment in connection with an eventual credit check.

If the customer fails to pay for the service in accordance with the agreement, the removal service company is entitled to charge penal interest at a rate pursuant to the interest on arrears specified by the Bank of Finland.

## **7. Cancellation of assignment**

The customer has the right to cancel the assignment. If the cancellation is made a minimum of five working days, including the day on which the cancellation is made, prior to the planned start date of the assignment, the removal service company is not entitled to compensation due to cancellation. If the assignment is cancelled less than five working days prior to its start, the company has the right to charge a compensation corresponding to the price for five hours of the capacity reserved for the task in question.

If the assignment is cancelled after it has already started, the company has the right to compensation for the assignment in full with regard to time already spent plus a compensation equal to the price for five hours.

### **8. Removal service company's liability to compensate**

The removal service company is only liable to the customer for damage and loss of household effects attributable to it if the removal service company is unable to prove that the damage or loss of household effects is due to factors or obstacles which are beyond its control or which it cannot have prepared for when entering into the agreement and whose consequences it has not been able to avoid or otherwise prevent.

With regard to household removals, the removal service company's liability to compensate for the loss, reduction or damage of goods accepted for transport is limited to compensation pursuant to the Road Transport Agreement Act. In domestic transport, the maximum compensation is EUR 20 for each kilogramme missing from the total weight of the goods.

The liability for compensation does not apply to sentimental value, indirect damage or losses.

The removal service company's liability to pay damages can be limited or fully eliminated if the removal service company proves that the damage caused to the goods accepted for transport is attributable to the following factors:

1. Error or negligence on the part of the customer (such as incorrect packaging, unloading, loading, incomplete or erroneous labelling of goods, incorrect instructions or negligence to report as defined in section four by the customer)
2. Removed goods that are particularly sensitive to minor damage or weather variations in connection with removals due to their properties (such as living plants, foodstuffs, heat-sensitive removables, minor damage in furniture surfaces)
3. Damage to electronic equipment that has arisen even though the removal service company has shown due carefulness
4. The removal service company proves that the damage to the item is solely attributable to the defective quality of the item. For example, poor condition of furniture or their originally incomplete assembly or assembly contrary to instructions.

A special property insurance policy (removal insurance) can be taken out for individual items included in the removal at the expense of the customer if the customer considers that the maximum compensation pursuant to the Road Transport Agreement Act is not sufficient.

### **9. Negligence attributable to the customer**

If it has been agreed that the customer takes part in the performance of the assignment, such as by packaging or by helping with carrying, and does not perform this within the time essential to the performance of the assignment, the removal service company may suspend the work until the customer has taken care of his or her part. In this case, the company is entitled to receive

compensation for expenses due to the negligence attributable to the customer unless the customer can prove that the negligence is attributable to the removal service company.

The removal service company may terminate the agreement if the negligence attributable to the customer is essentially significant to the performance of the assignment. The customer's liability to compensate is specified in section seven.

### **Complaints and time for filing complaints**

If the customer wants to file a complaint with the removal service company, he or she must inform the company of this within reasonable time after he or she has or should have observed the damage.

The customer shall inspect the removal goods and identify any transport damage within reasonable time after the assignment has been carried out. Visible defects or damage must be reported upon handing over, other defects or damage primarily within two weeks.

The complaint and notification of claims must be presented in writing or in another verifiable manner.

### **11. Disputes**

Any disputes arising between the customer and the removal service company should primarily be resolved mutually. If no agreement can be reached, the customer may turn to the Consumer Advisory Service. The national phone number for consumer advisory services is 071 873 1901 (in Finnish) or 071 873 1902 (in Swedish).

If the dispute cannot be settled between the customer and the removal service company even after this, the customer may submit the matter to the Consumer Disputes Board. If the dispute is submitted to a court for resolution, the dispute will be processed by the general district court of the respondent's domicile. The customer may, however, also present his or her claims against the removal service company in the general district court of his or her own domicile.