

General conditions for furniture removals by Association of Swiss Moving Companies (VSU)

(GC VSU REM 2004)

I. Acceptance of a consignment

1. The execution of a furniture removal is made in accordance with these General Conditions for furniture removals by Association of Swiss Moving Companies VSU. Special arrangements are only valid if they are set down in writing.
2. Every removal contract is made under the assumption that the removal can be executed under normal conditions: The main highways and the roads giving access to the buildings where the loading and unloading are to take place must be accessible for the removal vehicles.
 In the case of front gardens and similar areas, normal access conditions imply a maximum distance of 15 meters between the vehicle and the entrance to the building. Corridors, staircases, etc., should be such as to allow removals to be executed without problems. It is further assumed that official regulations permit the execution in the agreed way. In all other cases, the price for the removal will be increased by the additional expenditure involved according to the applicable tariffs.

II. Price

3. The transportation price is considered as being the amount agreed between the parties. This is subject to the provisions of the tariffs and rates of exchange applicable at the time of execution, which also apply, if no fixed price has been agreed. The transportation price includes any dismantling and reassembling of beds, normal wardrobes, cupboards and sideboards, as well as the putting of furniture into place. Unless otherwise specified, the following expenses are not included:
 - a) the packing and unpacking of removal goods, in particular the expense involved for additional packing on the removal day (see also item 8);
 - b) special delivery or pick-up of packing material, as well as the rental or purchase of the same;
 - c) the dismantling and assembling of complicated pieces of furniture if very time consuming or needing a specialist;
 - d) the transportation of refrigerators/deep-freezers with over 200 l capacity, pianos, grand pianos, safes and other objects with over 100 kg individual weight per item;
 - e) the removal and hanging of pictures, mirrors, clocks, lamps, curtains, fitted furniture, etc.;
 - f) the transportation of objects which has to be made through windows or over balconies;
 - g) the tips to packers and removal staff according to local customs;
 - h) the premiums for transport insurances;
 - i) customs clearance, customs duties and customs fees;
 - k) road taxes and ferry costs, as well as any official fees of all kinds. All these and any other additional services entail the payment of a special supplement;
 - l) in compliance with legal regulations, the removal and fitting of lighting fixtures and other appliances connected to the main electricity supply may not be carried out by the removal staff.
4. The transportation price is in a fixed ratio to the volume or weight of the goods being transported and the transport distance.
 If the actual volume or weight of the removal differs from the estimate made, even after a preliminary inspection was carried out, the remover has to rectify the price in accordance with the greater or lesser performance on the basis of the quotations or the current tariffs.
5. Removals are to be paid in cash.
 The transportation price is cashed prior to unloading. In the case of international removals, prepayment is to be made. The remover has a general lien on the removal goods in accordance with Article 451 of the Swiss Code of Obligations.
6. In the event of a cancellation of an order by the client, the latter has to pay a penalty to the remover amounting to one third of the agreed price of the removal. The remover does not have to produce evidence of damage suffered in the sense of Article 161 of the Swiss Code of Obligations. If the remover suffers damages exceeding this third, the client is also liable to pay him the additional amount.

III. The remover's liability

7. The remover is liable for any damage which has evidently been caused by his staff's gross carelessness. This is subject to the proviso of the following provisions (items 8, 9, 10, cf. also the regulations under Section IV, Exclusion of liability).
 In no case does his liability exceed the liability of any other carrier involved in the transport (railway, shipping or airline company, postal services, etc.). His liability for intermediate carriers and other subcontractors is limited to the careful choice and instructions.
8. The remover is only liable for goods packed in accordance with normal transport requirements. Thus fragile objects, lamps, lampshades, plants and all small objects require appropriate packing. The remover's liability is limited to the costs of possible repair, excluding any replacement and indemnification for reduction in value.
 The remover is only liable for the contents of crates and other containers if they are packed and unpacked by his own staff or by people entrusted with this task by him.
9. The remover's liability begins with the acceptance of the goods for transport and ends, as a rule, with the delivery to the client's residence, a warehouse or the handing over of the consignment to another carrier. In the case of a consignment by railway wagons or dispatch as a less-than-carload lot, liability ceases with transfer to the railway. In the event of transport by rail, ship or plane, the regulations and provisions of the carriers involved in the transportation are applicable.
10. Complaints about loss or damage should be made immediately on delivery and, in addition, they should be confirmed in writing within three days.
 Damage not to be recognized from the outside should also be notified to the remover in writing within a period of three days.
 Any claims for compensation for damage should be lodged within 30 days after notification of the damage.
 After expiry of these periods, no further complaints can be considered.

IV. Exclusion of liability

11. In the event of damage or total loss, the compensation will amount to 500.– Swiss francs per m³ of items damaged or lost, subject to the proviso of item 15; fractions of a cubic meter will be compensated proportionally.
12. The remover is released from his liability, if the loss or damage was caused by the client's fault, by an instruction given by him without the remover's consent, by faults in

the goods being removed or by circumstances over which the remover has no control. In the event of the breakage or damage of objects especially at hazard, such as marble, glass and porcelain plates, stucco frames, chandeliers, lampshades, radio and television sets, and other extremely fragile objects, the remover is released from his liability, provided that he took the normal precautionary measures.

13. Cash and securities are excluded from liability. The remover does not accept any liability for valuables, such as jewellery, documents, objects of art, antiques, collector's pieces.
 If the remover is presented with a list of such objects with full details of their value, and a transport insurance is covered on the basis of these documents, then the client will be covered by insurance under the terms of items 17 and 18.
14. The remover does not accept any liability for damage occurring to the goods being transported or buildings because the normal transport conditions outlined in item 2 are not present, or in the event of transportation of objects through windows, across terraces or balconies.
15. The remover is not liable for any damage caused by fire, accidents, acts of God or an accident caused to the means of transport by a third party, also not for the objects mentioned in items 8, 9, and 13.
16. Without prior mutual agreement, the remover is not liable for any delays resulting from the belated provision of means of transport, or through the non-observance of statutory time-limits by other transport undertakings involved in the transportation. The costs resulting from this (demurrage, intermediate storage, etc.) are to the client's charge. The remover is also not liable for any damage and losses resulting from such circumstances.

V. Transport insurance

17. To cover the transport risks, the remover will arrange an appropriate insurance on payment of the agreed premiums at the client's express instructions. An insurance against risk of breakage will be made on the assumption that the object concerned will be packed and unpacked by the staff of the remover or by his representative. The sums insured are to be fixed by the client.
 In all events, the insurance applies in accordance with the usual conditions and provisions of the «General Conditions for Insurance of Transport» (ABVT) applicable in Switzerland for removals. The remover is only acting as an agent.
 If the client does not arrange for any insurance cover, he is himself liable for all the risks for which the remover is not liable according to the text of these provisions. The client or his insurance company, respectively, waive any actions of recourse.
18. As a rule, any claims are to be dealt with through the removers good offices.
 Before payment of any amounts of compensation to the client, any claims by the remover are to be settled first.

VI. Customs

19. The client has to furnish a true declaration of the goods being transported and accepts full responsibility towards the remover, as well as towards the railway and customs authorities. Without any specific instructions in this respect on the part of the client, the remover is entitled to treat the goods being transported as removal goods.
20. The remover has to draw the client's attention to the current customs regulations.
 The client has to arrange to obtain the necessary customs documents and is responsible for completing them correctly.
 The client is responsible for all consequences resulting from the lack of, late delivery of, and the incompleteness or incorrectness of the said documents. He is liable to the remover for all expenses arising out of the customs clearance of the goods being transported. The customs clearance costs quoted in the tariff are based on the assumption of normal clearance treatment. Extended delays, waiting at customs and special negotiations with the responsible authorities are to be reimbursed to the remover accordingly. The remover is not obliged to advance any funds for freight, customs duties and levies. He may request advance payments from the client in the currency concerned. If the remover does advance funds, then he shall be reimbursed commission for the advance and interest, and also for any proven losses in currency exchange.

VII. General provisions

21. The freight space in excess of the volume agreed with the client is at the remover's disposal. The remover is entitled to subcontract the removal to another remover without giving prior notice.
22. All objects which might endanger or otherwise impair staff, the goods being transported or the means of transport in any way are excluded from transportation.
23. The packing material made available by the remover on a rental basis is to be emptied immediately after the removal and kept ready for return transport in accordance with the agreements made. Otherwise, special transport costs, possibly also an extended rent will be charged. Acquisition of this material by purchase is subject to a special agreement.
24. The remover is obliged to provide the means of transport at the agreed time. The client has to ensure that the loading can begin at the agreed time or immediately after arrival of the vehicles. The delivery at the destination has to be made immediately after arrival of the transport or by agreement.
 The client is responsible for all activities and additional costs arising as a result of any belated acceptance by the client. If unloading cannot be started within a waiting period of four hours, the remover is entitled to place the goods into storage at the client's expense and risk. His liability here is limited to the careful choice of the place of storage.
25. If the loading or delivery are delayed through a breakdown, accident, bad weather or for other reasons over which the remover has no control, the client does not have any claim for compensation of any kind.
26. The client has the right to rearrange a removal in the course of its execution on reimbursement of any costs or disadvantages incurred by the remover as a result. Such rearrangement is made on the assumption that the remover is in a position to notify the parties involved in good time.

VIII. Place of performance and legal venue

27. The place of performance and legal venue for both parties is the remover's Swiss office.