

Movesmith

Marketplace Terms and Conditions

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Operator: Movesmith Ltd, a company registered in England and Wales under company number 16634345, registered office 86-90 Paul Street, London EC2A 4NE ("Movesmith", "we", "us", "our"). ICO registration reference ZC149218. Contact: hello@movesmith.uk or 020 3143 1719.

PLAIN-ENGLISH SUMMARY

Movesmith is an online removals marketplace. When you book a move through us, you contract with Movesmith Ltd: we set the price, take your payment, and are responsible to you for the service. To carry out the physical move, we subcontract to a vetted independent operator from our network. If your goods are lost or damaged, Movesmith accepts liability to you, at no extra charge, up to £50,000 per move and up to the value you declare at booking, and we are your single point of contact for putting it right. These terms apply to everyone who uses the platform: customers booking a move, and operators performing moves on our behalf.

These terms are a legal contract. Please read them carefully. By using the platform you confirm that you have read, understood, and agreed to them.

WHAT PARTS OF THESE TERMS APPLY TO ME?

This agreement governs your use of the Movesmith platform at movesmith.uk (the "Platform") and any services made available through it. By using the Platform you agree to be bound by this agreement, which forms a binding contract between you (the User) and Movesmith Ltd.

This agreement is divided into three parts:

- **Part A (All Users)**, which applies to every User of the Platform;
- **Part B (Operators)**, which sets out additional terms that apply to Operators, being the vetted independent removal businesses that perform moves on our behalf; and
- **Part C (Customers)**, which sets out additional terms that apply to Customers, being persons who book a move through the Platform.

If you use the Platform as an Operator, Part A and Part B apply to you. If you use the Platform as a Customer, Part A and Part C apply to you.

YOUR KEY INFORMATION (CUSTOMERS)

Cancellation. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where you book a move more than 14 days before the move date you may cancel within 14 days of booking for any reason and receive a full refund, subject to the cooling-off provisions in Part C.

Statutory rights. The Consumer Rights Act 2015 requires that the service is performed with reasonable care and skill, within a reasonable time, and as described. Nothing in these terms affects your statutory rights.

Movesmith Cover. Movesmith accepts liability for loss of or damage to your goods up to £50,000 per move, and up to the value you declare at booking, at no extra charge. Movesmith is your single point of contact for resolution and payment. See Part C.

This is a summary only. For detailed information from Citizens Advice visit citizensadvice.org.uk or call 0808 223 1133. If you have any questions, email hello@movesmith.uk.

PART A — ALL USERS

1. DEFINITIONS

1.1 In this agreement, unless the context requires otherwise:

- **“Account”** means an account registered through the Platform.
- **“Authorised Representative”** means an adult nominated by the Customer at booking, or any adult present at delivery to whom the Customer has given the Sign-Off PIN to share with the Operator on the Customer's behalf.
- **“Booking”** means a confirmed request for a removal service made through the Platform.
- **“Customer”** means a person who books a Move through the Platform for personal, family, or household purposes.
- **“Declared Value”** means the total value of the Goods declared by the Customer at Booking.
- **“Goods”** means the items being moved as part of a Move.
- **“Move”** means the removal service booked through the Platform.
- **“Movesmith Cover”** means Movesmith's acceptance of liability for loss of or damage to Goods of up to £50,000 per Move, capped at the Declared Value, as described in Part C.
- **“Operator”** means a vetted independent removal business that Movesmith subcontracts to perform a Move.
- **“Platform”** means the Movesmith website, applications, and online booking system through which Moves are booked and managed.
- **“Platform Fee”** means the commission retained by Movesmith from each Booking.
- **“Quote”** means the fixed price displayed on the Platform for a Move at the time of Booking.
- **“Sign-Off PIN”** means the one-time PIN sent to the Customer when the Operator marks a Move complete, used to confirm completion.
- **“User”** means any user of the Platform, including Customers and Operators.
- **“Working Day”** means Monday to Friday excluding English public holidays.

2. ELIGIBILITY

- 2.1 The Platform is not intended for unsupervised use by any person under 18 years old, or by any person previously suspended or prohibited from using the Platform. By using the Platform you represent and warrant that you are either:
- (a) over 18 and accessing the Platform for your own use; or
 - (b) accessing the Platform on behalf of a person under 18 with their parent or guardian's consent.
- 2.2 If you use the Platform on behalf of a company, employer, or other organisation (a "Represented Entity"), "you" and "User" mean that Represented Entity, and you warrant that you are authorised to bind it. Bookings on behalf of a business, charity, or other organisation are not covered by these terms; please contact hello@movesmith.uk for a Business Customer Agreement.

3. ACCOUNTS

- 3.1 To use most functionality of the Platform you may be required to register for an Account and provide accurate information, which may include your name, email address, phone number, and billing and address details.
- 3.2 You warrant that all information you provide is accurate, honest, current, and complete, and you agree to keep it up to date.
- 3.3 You must not share your Account. You must notify us immediately of any unauthorised use of your Account or any breach of Platform security.
- 3.4 We may, in our absolute discretion, accept or decline your registration, and may suspend or cancel your Account for any failure to comply with this agreement.

4. USER OBLIGATIONS AND ACCEPTABLE USE

- 4.1 As a User you agree:
- (a) not to intimidate, harass, impersonate, stalk, threaten, bully, or endanger any other User, or distribute unsolicited or bulk commercial content;
 - (b) to use the Platform only for arranging or performing removal services, and not in any way that is illegal or fraudulent or that facilitates illegal or fraudulent activity;
 - (c) not to use the Platform for any commercial, promotional, or marketing purpose except as approved in writing by Movesmith;
 - (d) not to act in any way that may harm the reputation of Movesmith or anything contrary to the interests of Movesmith or the Platform;
 - (e) not to make any automated use of the Platform, and not to copy, reproduce, translate, adapt, vary, modify, decompile, or reverse-engineer any part of the Platform without our written consent;
 - (f) not to introduce viruses or malicious code, gain unauthorised access, probe or test Platform security, or interfere with the normal operation of the Platform or its servers;
 - (g) not to post false, misleading, or defamatory reviews, or misuse the Platform's communication tools; and

- (h) not to circumvent the Platform's payment flow, the Sign-Off PIN mechanism, or any technical limitation or access control.

- 4.2 **Off-Platform contact and bypassing.** You must not solicit or entice any other User to transact outside the Platform in order to avoid the Platform Fee or Movesmith's service. This restriction applies during your engagement on any Booking and for 12 months afterwards. Operator-specific non-solicitation is set out in Part B.
- 4.3 **Communication on the Platform.** Correspondence between Users relating to a Booking must take place through the Platform's messaging tools, except as needed to perform an agreed Move.
- 4.4 We may change any feature of the Platform at any time. We may suspend or cancel the Account of any User who breaches or is likely to breach this clause.

5. POSTED MATERIALS

- 5.1 **Warranties.** By posting any content on the Platform ("Posted Material") you represent and warrant that: you are authorised to provide it; it is accurate and true; any review or feedback is honest, accurate, and fair; it is free from harmful, discriminatory, defamatory, offensive, or unlawful material; it does not infringe any third party's Intellectual Property Rights; and it contains no viruses or harmful code.
- 5.2 **Licence.** You grant Movesmith a perpetual, irrevocable, transferable, worldwide, royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce, and adapt any Intellectual Property Rights in your Posted Material so that we may operate and promote the Platform. You release us from any moral rights claims, and indemnify us against any third-party claim that your Posted Material infringes their Intellectual Property Rights.
- 5.3 **Removal.** We have no obligation to screen Posted Material in advance but may review and remove any Posted Material at any time, in our absolute discretion, without explanation. You are responsible for keeping your own records of Posted Material.

6. INTELLECTUAL PROPERTY

- 6.1 Movesmith retains ownership of all materials provided in connection with the Platform and the services, including text, graphics, logos, design, icons, images, recordings, pricing, downloads, and software ("Platform Content"), and reserves all Intellectual Property Rights not expressly granted to you.
- 6.2 You may make a temporary electronic copy of Platform Content solely to view it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify, or publish Platform Content without our prior written consent or as permitted by law.
- 6.3 **"Intellectual Property Rights"** means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any rights to registration of such rights, whether registered or unregistered, anywhere in the world.

7. THIRD-PARTY CONTENT AND TERMS

- 7.1 The Platform may contain content provided by third parties. We accept no responsibility for, and make no representation about, the quality, accuracy, or completeness of third-party content.

- 7.2 **Payment partner.** We use Stripe to process payments. Your use of Stripe is subject to Stripe's own terms and privacy policy (available at stripe.com/gb/legal). You release Movesmith from all liability for any act or omission of Stripe, including any security issue, performance issue, or processing error, although we may correct or instruct the correction of any payment error.

8. SECURITY

- 8.1 We do not accept responsibility for loss or damage to your computer, phone, or other device arising in connection with your use of the Platform. You should take your own precautions against viruses and other harmful code.

9. PRIVACY

- 9.1 We handle personal data in accordance with our Privacy Policy at movesmith.uk/privacy, which forms part of this agreement by reference. Movesmith Ltd is the data controller and is registered with the ICO under reference ZC149218. To facilitate a Move, we share relevant Booking information with the assigned Operator, who must handle it in accordance with UK GDPR and their agreement with us.

10. RECORDS AND AUDIT

- 10.1 To the extent permitted by law, we may keep records of transactions and communications made through the Platform (including messages, photographs, sign-off records, audit logs, and IP-address information) for administration and may produce them in any legal dispute involving Movesmith.

11. NOTICES

- 11.1 A notice under this agreement must be in writing and in English and delivered by email to the other party's most recently notified email address. Notices to Movesmith must be sent to hello@movesmith.uk. Notice is taken to be given 24 hours after sending (or the next Working Day if that is not a Working Day), or when replied to, whichever is earlier.

12. GENERAL

- 12.1 **Governing law and jurisdiction.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction. Nothing in this clause affects a consumer's statutory right to bring proceedings in the courts of the part of the United Kingdom in which the consumer is resident.
- 12.2 **Third-party rights.** This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 12.3 **Waiver.** No party may rely on a waiver of any right unless it is in writing and signed by the party granting it.
- 12.4 **Severance.** Any term that is wholly or partly void or unenforceable is severed to that extent, and the remainder of this agreement continues in full force.
- 12.5 **Assignment.** You may not assign or transfer your rights or obligations without our prior written consent. We may assign or transfer our rights and obligations in connection with a sale, merger, or restructuring of the business.

- 12.6 **Entire agreement.** This agreement, together with the Privacy Policy, embodies the entire agreement between the parties and supersedes any prior arrangement in relation to its subject matter.
- 12.7 **Interpretation.** The singular includes the plural and vice versa; a reference to a person includes any entity; headings are for convenience only; “includes” is not a word of limitation; a reference to a statute includes any amendment or replacement of it; a reference to £ or GBP is to pound sterling; and no provision is interpreted against a party merely because that party prepared it.

PART B — OPERATORS

13. INDEPENDENT CONTRACTOR STATUS

- 13.1 You are an independent business and not an employee, worker, agent, or partner of Movesmith. Nothing in this agreement creates an employment, agency, partnership, or joint venture relationship. In particular:
- (a) you set your own hours and decide when to accept Bookings, and you may decline any Booking before acceptance without consequence;
 - (b) you are free to provide services to other platforms, including competitors;
 - (c) you provide your own vehicles, equipment, fuel, insurance, employees, drivers, and subcontractors at your own cost, and you bear the commercial risk of your business;
 - (d) you are responsible for your own tax, National Insurance, VAT (if applicable), and statutory contributions, and for those of anyone you engage; and
 - (e) we do not direct or supervise the day-to-day performance of Moves beyond the service standards in this agreement.

14. ONBOARDING AND ONGOING VERIFICATION

- 14.1 To be approved and to remain on the Platform, you must at all times:
- (a) operate as a registered business in the United Kingdom (sole trader, partnership, or limited company);
 - (b) hold and maintain valid Public Liability insurance with minimum cover of £2,000,000 throughout the term;
 - (c) hold and maintain valid Goods in Transit insurance, arranged on a liability basis, meeting the minimum cover for your Operator tier set out in clause 18 throughout the term;
 - (d) operate roadworthy, taxed, MOT-valid, V5-registered vehicles, ULEZ-compliant where your work takes you into a ULEZ-affected zone;
 - (e) ensure you and all your drivers hold valid UK driving licences, and provide photo identification of directors and drivers; and
 - (f) complete the Movesmith welcome call and onboarding process.
- 14.2 **Vehicle Compliance Declaration.** You self-certify, at onboarding and continuously, that every vehicle you use holds a valid MOT where required, is registered and taxed, is ULEZ-

compliant where required, and is roadworthy. This is a contractual declaration on which we rely; a false declaration is a material breach.

- 14.3 You must upload current copies of all required documents and re-upload them before they expire. Where a document lapses, your Account may be set inactive and Bookings withheld until it is renewed and re-verified.
- 14.4 You must notify us promptly if your insurance is cancelled, declined for renewal, or materially amended; if you or any driver is convicted of an offence relevant to the safe performance of Moves; if you become insolvent; if your ownership changes; or if your VAT status changes.

15. HOW BOOKINGS ARE ALLOCATED

- 15.1 Bookings are allocated to verified Operators by broadcast to eligible Operators in the relevant area (first to accept is assigned) or by direct allocation. You are under no obligation to accept any Booking; declining before acceptance is not a Strike.
- 15.2 **Binding commitment.** Once you accept a Booking you are contractually committed to perform the Move on the agreed date within the agreed arrival window. The Customer's details are released to you, the Customer's card is authorised, and you must assign a specific driver. Cancellation after acceptance is subject to clauses 20 and 21.

16. SERVICE STANDARDS AND MOVE-DAY OBLIGATIONS

- 16.1 You will perform each Move to a professional standard, with reasonable care and skill, safely and lawfully, and in accordance with the Booking details. On the day of the Move you must:
 - (a) arrive within the agreed arrival window and mark yourself "en route" so the Customer's tracking page updates;
 - (b) perform a GPS-stamped arrival check-in at the pickup address;
 - (c) upload at least one photograph of the Goods at pickup before loading and at least one at delivery after unloading;
 - (d) mark the Move complete only when it is actually complete (the Platform rejects completion before the Move date or without the required photographs); and
 - (e) **Sign-off.** ask the Customer or their Authorised Representative for the one-time Sign-Off PIN and enter it into the Supplier Portal. On successful PIN entry your payout is released immediately under clause 17.
- 16.2 **PIN integrity.** The Sign-Off PIN is sent privately to the Customer. You may only enter a PIN the Customer or their Authorised Representative has voluntarily provided. You must never obtain a PIN by deception, pressure, intimidation, threat, or coercion, and must never attempt to guess or circumvent the PIN mechanism. Any such conduct is a material breach, is a Major Breach under clause 21, and may result in immediate removal and recovery of any payout released under fraudulent sign-off.
- 16.3 **Code of Conduct.** You and your crew must comply with the Movesmith Operator Code of Conduct at all times, including: arriving sober, presentable, and identifiable; treating Customers and third parties with courtesy; following safe lifting and handling practices and protecting floors, walls, and Goods; not smoking, vaping, or consuming alcohol in or around the Customer's property; not soliciting cash, tips, off-Platform contact, or off-Platform

business; not discriminating against any person on the basis of a protected characteristic under the Equality Act 2010; and promptly reporting any damage, injury, prohibited item, or safety incident. Discrimination, intoxication, dishonesty, violence, or fraudulent PIN entry may result in immediate termination.

17. YOUR PAYMENT

- 17.1 For each Move you complete you receive a payout equal to the total Quote less the Platform Fee. The Platform Fee is confirmed in writing at onboarding and shown in your Supplier Portal; we may change it on at least 30 days' written notice, and you may terminate under clause 25.
- 17.2 **VAT.** Your payout is inclusive of any VAT for which you must account. Where you are VAT-registered you must issue Movesmith a valid VAT invoice for each payout; we will not pay any additional amount on top of the agreed payout for VAT. Notify us promptly if your VAT status changes.
- 17.3 Regulatory pass-through line items (currently the Central London Congestion Charge and the Dartford Crossing) are paid to you in full with no Platform Fee deducted.
- 17.4 **Payout timing.** Where the Customer or their Authorised Representative provides the Sign-Off PIN and you enter it correctly, your payout is released immediately. Where sign-off does not occur via the PIN, the Move is flagged for Movesmith review and payout is released following confirmation, normally within 48 hours. All payouts are processed via Stripe Connect, subject to completed onboarding, capture of the Customer's payment, and no active dispute, hold, or penalty.
- 17.5 **Deductions.** A deduction (for late cancellation under clause 20, a Strike under clause 21, or a Customer service credit or refund) is applied to your next eligible payout, with a clear breakdown in the Supplier Portal. Each Booking is treated separately; deductions are not carried forward as a running balance. Where the amount due exceeds the available payout, the unrecovered balance is a debt due to Movesmith and recoverable by any lawful means.
- 17.6 We may withhold or delay a payout where we reasonably believe a Customer dispute is active, a damage complaint requires investigation, a chargeback applies, or you are in breach of this agreement.

18. OPERATOR INSURANCE

- 18.1 You must hold and maintain, throughout the term, valid Goods in Transit insurance arranged on a liability basis (not a weight or rate basis) and valid Public Liability insurance with minimum cover of £2,000,000. The minimum Goods in Transit cover for standard home moves is £25,000 per Move. You must evidence your Goods in Transit cover, and that it is arranged on a liability basis, at onboarding and at each renewal. The two protections are independent: your Goods in Transit insurance covers your own liability, and Movesmith is separately liable to the Customer under Part C and recovers from you under clause 24. Maintaining the required insurance does not cap your liability to Movesmith under clause 24: your indemnity and contribution obligations apply in full, including to the extent your own insurance does not respond.
- 18.2 Operator tiers and allocation. You are allocated a Move only where your verified Goods in Transit limit is equal to or greater than the Declared Value of that Move. Within that principle: (a) Tier 1 Operators holding £10,000 Goods in Transit cover (arranged on a liability basis) may take Moves with a Declared Value up to £7,500; (b) Tier 2 Operators

holding £25,000 or more may take Moves with a Declared Value up to £25,000; (c) Moves with a Declared Value above £25,000 are allocated only to Operators whose verified Goods in Transit limit is equal to or greater than the Declared Value; and (d) Moves with a Declared Value above £50,000 are routed to the bespoke-quote process and are not allocated through the standard process.

- 18.3 You must provide your insurer name, policy reference, renewal date, and claim contact. We snapshot these at the time of any damage complaint so that later changes do not affect historical complaints or claims.
- 18.4 You must not proceed with a Move where the Declared Value exceeds your verified Goods in Transit limit. Bookings with a Declared Value above £50,000 are routed to the bespoke-quote process and are not allocated through the standard process.

19. DAMAGE AND CUSTOMER DISPUTES

- 19.1 Where a Customer reports damage to Goods during a Move you performed, the matter is handled as a damage complaint by Movesmith on the Customer's behalf under Movesmith Cover. You must engage fully and in good faith, including responding to information requests within 5 Working Days, cooperating with any insurance claim, and honouring valid complaints. We may seek recovery from you and your insurer for any amount we pay where you are at fault, in accordance with the indemnity and contribution obligations in clause 24.
- 19.2 Where a service-failure dispute is raised, we may place your payout on hold pending investigation, request evidence, and resolve by releasing, reducing, or withholding the payout. We will give you a reasonable opportunity to respond and aim to resolve disputes within 14 days. A single damage complaint does not automatically trigger any consequence.

20. OPERATOR CANCELLATIONS

- 20.1 Where a Customer cancels a Booking allocated to you and a fee is retained, you receive a share as compensation for blocked capacity, as set out in the table below.

Customer cancellation timing	Fee retained from Customer	Your share
48 hours or more before Move	None	None
24 to 48 hours before Move	50%	60% of the retained fee
Less than 24 hours before Move	75%	65% of the retained fee
Customer no-show on Move day	100%	70% of the retained fee

- 20.2 Where you cancel a Booking you have accepted, the Customer is fully refunded, you receive no payment for the Booking, and the following applies.

Your cancellation timing	Customer credit funded by you	Strike
72 hours or more before Move	None	No
24 to 72 hours before Move	None	Yes

Your cancellation timing	Customer credit funded by you	Strike
Less than 24 hours before Move	5% of Quote (min £25, max £150)	Yes
No-show on Move day	8% of Quote (min £25, max £150)	Yes

- 20.3 Genuine vehicle breakdown, illness with medical evidence, or other genuine emergencies (including force majeure affecting you) are reviewed case by case and may not result in a Strike, at our reasonable discretion.

21. STRIKE SYSTEM

- 21.1 We operate a cumulative Strike system to maintain Platform quality. A Strike is recorded for: late or same-day cancellation or no-show by you; arrival more than 60 minutes after the agreed window without contacting the Customer (Customer credit of 5% of the Quote, min £25, max £150); obtaining a PIN by deception, pressure, intimidation, or coercion or circumventing the PIN mechanism (a Major Breach that may trigger immediate Strike 3 or 4); material breach of the Code of Conduct; failure to follow Move-day Platform processes where it prejudices the Customer; or a verified dispute upheld against you.
- 21.2 Declining a Booking before acceptance, cancelling 72 hours or more before the Move, and genuine emergencies do not count as a Strike.

Strike	Consequence
1	Formal warning. No financial deduction. Notified by email and in the Supplier Portal.
2	5% deduction on the relevant payout (min £25, max £150).
3	10% deduction (min £50, max £300). Account paused pending admin review; no further Bookings until review complete.
4	Account removed. 10% administration retention (min £100, max £500) on held earnings; the remaining balance is paid in accordance with clause 17 (Your payment).

- 21.3 You may appeal any Strike by emailing suppliers@movesmith.uk within 7 days of notification. We will review in good faith and confirm the outcome within 14 days. A successful appeal removes the Strike.
- 21.4 **Strikes and claim contribution.** Where a claim, complaint, refund, or insurance loss arises from a performance failure that is, or gives rise to, a Strike under this clause, that performance failure is treated as fault on your part for the purposes of the contribution obligation in clause 24.3. Your contribution in such a case is proportionate to your fault and to the loss actually arising, reflects Movesmith's legitimate interest in being compensated for claims caused by Operator performance failures, and is not a penalty. A pattern of Strikes does not of itself create liability for unrelated claims; contribution applies only to the claim that the relevant performance failure caused.

22. OPERATOR CONFIDENTIALITY AND NON-SOLICITATION

- 22.1 You must keep confidential Customer personal data, our pricing and commission structure, our internal processes and strategy, and the terms specific to your Account. These obligations survive termination for 24 months.
- 22.2 **Non-solicitation.** During your engagement and for 6 months after its termination, you must not directly or indirectly approach, contact, or solicit any Customer introduced to you through the Platform in order to provide removal services outside the Platform. While you are working with us, this includes not soliciting any Platform-introduced Customer to book off-Platform. This restriction is limited in scope, duration, and geography to what is reasonable to protect our legitimate business interests. It does not prevent you from serving a person who was your customer independently of the Platform.

23. OPERATOR DATA PROTECTION

- 23.1 In performing Moves you process Customer personal data. With respect to that data, Movesmith is the controller (ICO reference ZC149218) and you are a processor. You agree to: process Customer personal data only to perform the Move and only on our instructions; not use it for your own marketing or any other purpose; not contact a Customer except through the Platform; not retain it after the Move and any dispute are resolved, except as required by law; maintain appropriate security measures; notify us promptly of any data breach; and comply with UK GDPR and the Data Protection Act 2018. You agree to enter into a Data Processing Addendum if and when we issue one.

24. OPERATOR LIABILITY AND INDEMNITY

- 24.1 Nothing in this agreement limits either party's liability for death or personal injury caused by negligence, fraud, or any matter that cannot lawfully be limited. Subject to that, Movesmith's total liability to you, however arising, is limited to the total Platform Fees you paid us in the 12 months before the event giving rise to the claim, and neither party is liable for indirect or consequential loss or loss of profit, revenue, business, or anticipated savings.
- 24.2 **Operator indemnity.** You indemnify Movesmith and its officers, employees, and agents against all losses, costs (including reasonable legal and claims-handling costs), claims, liabilities, and damages arising out of or in connection with: your negligence, breach of this agreement, or breach of statutory duty in the provision of services through the Platform; loss of or damage to a Customer's Goods during a Move you performed; injury or damage you or your drivers cause to any person or property; fines or penalties from your non-compliance with road traffic, ULEZ, or other regulatory requirements; any breach of data protection law by you or your drivers; and any claim by your employees, drivers, or subcontractors against Movesmith.
- 24.3 **Contribution to claim costs.** Where a claim, complaint, refund, service credit, or insurance loss arises from a Move you performed and you are found, on Movesmith's reasonable assessment, to be wholly or partly at fault, you are liable to contribute to the cost that Movesmith incurs in meeting the Customer's claim, in proportion to your fault. This liability applies to the amount Movesmith pays or is liable to pay the Customer (including under Movesmith Cover and under any enhanced customer protection product Movesmith offers from time to time), up to the full Declared Value of the Move and in any event up to a maximum of £50,000 per Move. For the avoidance of doubt, this liability applies in full whether or not your Goods in Transit insurance responds, and is not limited to the amount recoverable under your insurance or to any per-item limit; where your insurance does not

respond, or responds only in part, you remain liable for the shortfall to the extent of your fault.

- 24.4 **Contractual cascade.** Movesmith's liability to the Customer is set out in the Customer-facing terms (Part C), and includes Movesmith Cover and any enhanced customer protection product Movesmith offers from time to time. Where that liability is triggered by a Move you performed and you are at fault, the indemnity and contribution obligations in this clause flow that liability through to you to the extent of your fault. Movesmith will notify you of any claim to which this clause may apply, give you a reasonable opportunity to respond before determining fault, and act reasonably in handling and settling the underlying claim.
- 24.5 **Recovery and outside the cap.** Your indemnity and contribution obligations under this clause are not subject to the liability cap on Movesmith in this clause, and are in addition to any deduction, Strike consequence, or recovery elsewhere in this agreement (without double recovery for the same loss). Movesmith may recover sums due under this clause from your insurer, by deduction from payouts under clause 17 (subject to the deduction cap in that clause), or as a debt due.

25. SUSPENSION AND TERMINATION (OPERATORS)

- 25.1 We may suspend your Account for a Strike reaching the suspension threshold, lapsed documentation, investigation of a dispute or damage complaint, a pattern of complaints or low ratings, suspected fraud or unlawful conduct, or any material breach. While suspended you receive no Bookings but retain Portal access to manage accepted Bookings and respond to investigations.
- 25.2 We may terminate immediately by written notice for a fourth Strike; failure to maintain required insurance; material misrepresentation at onboarding; fraud; criminal conduct relevant to the safe performance of Moves; insolvency; persistent or material un-remedied breach; or conduct likely to bring Movesmith into disrepute.
- 25.3 Either party may terminate without cause on 30 days' written notice. During the notice period you must complete any Bookings already accepted. The clauses concerning payment, damage, disputes, data protection, confidentiality and non-solicitation, liability, and indemnity survive termination.

PART C — CUSTOMERS

26. HOW MOVESMITH WORKS

- 26.1 **Your contract is with Movesmith.** When you complete the booking flow and we send a Booking confirmation, a binding contract is formed between you and Movesmith Ltd. We are the merchant of record for your payment and are responsible to you for the service you receive, subject to and in accordance with these terms.
- 26.2 **We subcontract the physical Move.** To carry out the Move we subcontract to a vetted independent Operator from our network. The Operator performs the Move on our behalf. You are not required to deal with the Operator on any matter of contract, payment, or dispute; those are handled through Movesmith. Your statutory rights against the Operator in tort or otherwise are not affected by this agreement.
- 26.3 We provide the Booking, the Quote, payment processing, the Operator verification framework, dispute resolution, and customer support. We vet every Operator before they

join (including business documentation, their Public Liability and Goods in Transit insurance, a Vehicle Compliance Declaration, photo identification, and a welcome call) and monitor Operators on an ongoing basis.

- 26.4 Although the Operator performs the Move, Movesmith remains responsible to you under these terms and under your statutory rights as a consumer under the Consumer Rights Act 2015 and other applicable consumer protection law.

27. BOOKING AND PRICING

- 27.1 Movesmith operates a fixed-pricing model. The Quote shown at the time of Booking is the total price you pay, subject only to the variations in clause 27.4.
- 27.2 The Quote is built transparently at checkout from: a base move price (property type, floor level, item type); optional add-ons you select (such as packing, materials, dismantling and reassembly, piano handling, appliance disconnect and reconnect, long carry); automatic surcharges (stairs £18 per floor above ground for flat moves, weekend £50, evening £50 for windows from 18:00, and a tiered distance surcharge outside Greater London); and regulatory pass-through charges where the route requires them (Central London Congestion Charge £18, Dartford Crossing £4.20), passed through in full with no commission retained.
- 27.3 ULEZ is not charged to you; all Operators must run ULEZ-compliant vehicles where their work takes them into a ULEZ-affected zone. All prices are inclusive of VAT where applicable.
- 27.4 **Quote revisions.** The Quote may be revised after Booking only where the actual volume, property type, floor level, access conditions, or distance materially differ from what you specified, or where you request additional services. Any revision is agreed with you before any additional work is carried out.
- 27.5 For Moves over 100 miles from the pickup postcode, the Booking is routed to a custom-quote process; a Movesmith representative provides a quote and processes payment via a secure payment link. These terms apply equally to such Bookings.

28. PAYMENT FLOW

- 28.1 Payment is processed through Stripe. At Booking your card is saved with Stripe (a SetupIntent); no funds are charged or held. When your Operator is confirmed (typically 24 to 48 hours before the Move) your card is authorised, reserving funds equal to the Quote. When the Operator marks the Move complete, payment is captured and your statement shows a charge from "Movesmith".
- 28.2 If authorisation fails (for example because Strong Customer Authentication is required, the card is declined, or a fraud check applies), we send a re-authorisation link. If re-authorisation is not completed before the Move date, your Booking may be cancelled and a different Operator assigned. Card details are tokenised by Stripe and are not stored on Movesmith's systems.

29. YOUR OBLIGATIONS (CUSTOMERS)

- 29.1 At Booking you must provide accurate and complete information, including pickup and delivery addresses; property type and floor level; access conditions (parking, lift availability, narrow doorways, restricted access times); the volume and nature of the Goods; the date and arrival window; and any special requirements.

- 29.2 You must ensure safe, lawful, and reasonable access to both properties at the agreed time, including any required parking permits, lift bookings, and building-management arrangements. You are responsible for packing your Goods unless you select a packing service; we and the Operator are not liable for damage to inadequately packed items. You must be present, or arrange for an Authorised Representative to be present, at both pickup and delivery.
- 29.3 Ownership and authority. You confirm that you own the Goods, or that you have the owner's authority to move them. If you do not, you indemnify Movesmith against any claim arising from our moving them.
- 29.4 Preparing appliances. You must prepare appliances for transport, including defrosting them, draining them of water and fuel, and securing them. We are not liable for loss or damage where you have not done so and may refuse to move such items without refund where you have not prepared them.
- 29.5 **Sign-off by PIN.** When the Operator marks the Move complete you receive a one-time Sign-Off PIN by SMS and email. You (or your Authorised Representative present at delivery) read the PIN to the Operator, who enters it to confirm completion. By providing the PIN you confirm the Move is complete and you are satisfied with the work at sign-off. Where sign-off cannot take place via the PIN (for example, no one is present), we review the Move and confirm completion from the audit trail, normally within 48 hours. Providing the PIN does **not** waive your right to raise a later complaint for damage or other issues that become apparent after sign-off; see clause 32. The Operator may only enter a PIN you have voluntarily provided; if you suspect a PIN was obtained by deception, pressure, intimidation, or coercion, raise it immediately under clause 32.

30. PROHIBITED ITEMS AND DECLARED GOODS

- 30.1 Declaring your goods value. When you book, you must declare the total value of all the Goods in your Move (the "**Declared Value**"). The Declared Value determines which Operators can be allocated your Move (see clause 18) and is the most we will pay for loss of or damage to your Goods, up to £50,000 per Move. Please declare accurately: if the actual total value of your Goods materially exceeds the Declared Value, any claim is reduced proportionately (see clause 31).
- 30.2 The following must not be included in your Move under any circumstances and we will not be liable for any loss if you include any such items: cash, bank notes, or negotiable instruments; jewellery, watches, or precious metals; passports, original deeds, or other irreplaceable documents; firearms, ammunition, explosives, or weapons; illegal substances or items prohibited under UK law; hazardous materials (flammable liquids, pressurised gases, corrosives, toxic substances); perishable or temperature-controlled goods; live animals, restricted plants, or biological materials; and unlawfully obtained items.
- 30.3 The following must be declared at Booking and may attract a specialist surcharge or specific handling: items valued over £8,000; antiques, fine art, or items of significant sentimental value; pianos, safes, or other items requiring specialist handling; items above standard two-person lifting thresholds; and goods requiring special permits or licences.
- 30.4 **Value over £50,000.** Where the total value of your Goods materially exceeds £50,000, contact hello@movesmith.uk before completing your Booking so we can arrange a bespoke quote before the Move proceeds. Where you fail to declare an item under this clause, or proceed with a standard Booking above £50,000, the Operator may refuse the item or

charge an additional fee, and our liability is limited to the Movesmith Cover amount under clause 31.

31. MOVESMITH COVER — LOSS AND DAMAGE

- 31.1 Movesmith accepts liability for loss of or damage to your Goods up to a total of £50,000 per Move, and not exceeding the Declared Value (“**Movesmith Cover**”), subject to the exclusions below. Movesmith Cover applies to accidental loss, theft, fire, water damage, and damage during loading, transit, and unloading (including drops, handling, and breakage), subject to the exclusions below. Movesmith is your single point of contact: we handle your complaint, assess the loss or damage, and make any payment to you directly.
- 31.2 For Goods declared above £50,000 the Booking is routed to a custom-quote process, and we agree the basis and limit of our liability with you.
- 31.3 How we put things right. Where we are liable, we satisfy our liability at our option by repairing the item, replacing it, or paying the cost of repair or the current market value of the item, taking account of its age and condition. We do not pay on a new-for-old basis. Any payment is within the Declared Value and the £50,000 per-Move limit.
- 31.4 Where we repair an item, you have no further claim on the basis that the item is worth less after repair.
- 31.5 For a pair, set, or suite, we pay for the damaged item alone, or its proportionate share of the value of the pair, set, or suite. We do not pay for any special value the set has as a whole.
- 31.6 We are not liable for items reported missing unless they are evidenced by the photographic record kept under this clause or by an itemised inventory you provided before the Move.
- 31.7 Where the actual total value of your Goods materially exceeds the Declared Value, any claim is reduced in the same proportion that the Declared Value bears to the actual total value of the Goods.
- 31.8 Damage that is not reasonably apparent at delivery must be notified to us within 7 days of completion of the Move. This time limit does not affect your statutory rights and operates alongside the fast-track process in clause 32.
- 31.9 **Exclusions.** Movesmith Cover does not extend to: items prohibited under clause 30; items required to be declared but not declared; cash, jewellery, watches, precious metals, original documents, or items of exceptional sentimental value; loss or damage caused by inadequate packing where you were responsible for packing; pre-existing damage and normal wear and tear, assessed against the photographic record under this clause; and internal electrical or mechanical failure with no physical external damage, unless caused by fire, flood, or vehicle collision.
- 31.10 Before the Operator can mark a Move complete, the Platform requires photographic evidence of the Goods at pickup and delivery, which is retained for the Booking lifecycle and used to resolve any damage complaint. Where damage occurs, you raise a damage complaint under clause 32, and it is resolved through Movesmith Cover, with Movesmith as your single point of contact.

32. DISPUTES AND THE 24-HOUR FAST-TRACK WINDOW

- 32.1 If you are unhappy with any aspect of your Move, raise it through the sign-off link or by emailing hello@movesmith.uk. You have 24 hours from the moment the Move is marked complete to raise a dispute for fast-track resolution. The fast-track window does not

extinguish or affect your statutory rights, which remain available for the period permitted by law, including under the Consumer Rights Act 2015.

- 32.2 **Path A — service-failure disputes.** For items missing on delivery, significant lateness, Operator behaviour, or other service failures, we investigate and may request evidence. Where upheld in your favour you may be entitled to a partial or full refund under clause 33.
- 32.3 **Path B — damage to Goods.** Damage during the Move is handled as a damage complaint, resolved through Movesmith Cover up to the £50,000 limit and not exceeding the Declared Value, with Movesmith as your single point of contact. Movesmith assesses it and settles your complaint directly and ensures you are made whole within the limits of Movesmith Cover and your statutory rights. To support a damage complaint, photograph the damage immediately and notify us within 7 days; we acknowledge within 4 working hours, investigate within 3 Working Days, and aim to resolve within 21 Working Days.
- 32.4 We aim to resolve all disputes within 14 days of receipt. Where a dispute cannot be resolved through the Platform, the governing law and jurisdiction provisions in clause 12 apply; if it remains unresolved within 30 days either party may refer it to mediation through CEDR or another agreed mediator (costs shared equally), and failing resolution within 60 days of referral, either party may pursue the courts of England and Wales. External options include Citizens Advice (0808 223 1133), Trading Standards, an approved ADR scheme, card-issuer chargeback, and the small claims court.

33. REFUNDS, CANCELLATIONS, AND RESCHEDULES

- 33.1 If you cancel your Booking, the following cancellation fees apply, based on the time of cancellation relative to the start of your arrival window.

Cancellation timing	Fee retained	Refund to you
48 hours or more before Move	None	Full refund (100%)
24 to 48 hours before Move	50%	50% refunded
Less than 24 hours before Move	75%	25% refunded
Customer no-show on Move day	100%	No refund

- 33.2 **Reschedules.** Your first reschedule is free if requested at least 48 hours before the Move. Reschedules with less than 48 hours' notice, and all subsequent reschedules, attract a £35 administration fee. The new date must be within 90 days of the original, failing which the Booking is treated as a cancellation.
- 33.3 You are entitled to a full refund where we fail to assign an Operator in time, the Operator cancels less than 24 hours before the Move with no replacement, the Operator fails to attend, or the Move is not completed for reasons within the Operator's or Movesmith's control.
- 33.4 **Service credits.** In addition to a full refund (where your Booking was made at least 48 hours before the Move), you may receive a Movesmith service credit (min £25, max £150): 5% of the Quote where the Operator cancels with less than 24 hours' notice; 8% where the Operator no-shows; or 5% where the Operator arrives more than 60 minutes after the agreed window without contacting you in advance. Where the Operator communicates a delay in good faith and a reasonable revised time is agreed, no credit applies.

- 33.5 You are not entitled to a refund for: cancellations outside the fee structure above; damage to Goods (handled under clause 32); subjective dissatisfaction not amounting to a service failure; or failure to complete the Move because access was denied for reasons within your control. Refunds are processed to the original payment card; refunds before capture release the authorisation, and refunds after capture typically arrive within 5 to 10 Working Days. Nothing in this clause affects your statutory rights.

34. COOLING-OFF PERIOD

- 34.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where you book a Move more than 14 days before the Move date you have a statutory right to cancel within 14 days of Booking without giving any reason and without incurring any fee.
- 34.2 Where you book a Move within 14 days of the Move date, by completing the Booking and ticking the relevant acknowledgement at checkout you expressly request that Movesmith and the assigned Operator begin performance during the statutory cooling-off period. You acknowledge that your right to cancel without fee is reduced or extinguished to the extent we have begun performance, and the cancellation fee tiers in clause 33 apply.
- 34.3 Where your statutory cooling-off right applies and you exercise it, you will be refunded in full within 14 days of notice. To exercise it, notify us in clear terms by email to hello@movesmith.uk or via your Booking record before the deadline expires.

35. RATINGS AND REVIEWS

- 35.1 You may rate and review a Move. Reviews must be true, fair, and accurate, must concern your own experience, and must relate to a Move you booked through the Platform within the last 12 months. We may remove a Review that is untrue, unfair, offensive, or inappropriate, and may ban repeat offenders. To the maximum extent permitted by law, we are not responsible for the content of Reviews. You may not review an Operator with whom you have a personal or professional relationship outside the Platform.

36. EVENTS OUTSIDE OUR CONTROL

- 36.1 Neither party is liable for any failure or delay arising from causes outside its reasonable control, including severe weather, flood, fire, or natural disaster; pandemic or epidemic and related public health measures; strikes or industrial action; war, terrorism, or civil unrest; government or regulator action; failure of utilities, telecommunications, or internet networks; cyber-attack; or prolonged failure of payment infrastructure not within our control.
- 36.2 Where such an event prevents your Move on the scheduled date, we offer a free reschedule or a full refund at your election. Where it affects your ability to attend (for example illness with medical evidence or government travel restrictions), we offer a free reschedule on production of reasonable evidence; this does not extend to general inconvenience or change of plan. Where it affects the Operator, we will, as far as reasonably practicable, assign an alternative Operator.

37. CUSTOMER LIABILITY

- 37.1 Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any matter for which it would be

unlawful to limit liability under English law, including breach of statutory rights under the Consumer Rights Act 2015.

- 37.2 **Cap.** Subject to the clause above, our total liability arising out of or in connection with your Booking, however arising, is limited to the greater of the total Quote you paid for the affected Booking or the applicable Movesmith Cover amount of up to £50,000 per Move and not exceeding the Declared Value, in respect of loss of or damage to Goods, in each case subject to the exclusions in clause 31.
- 37.3 Subject to the above, we are not liable for indirect or consequential loss; loss of profit, revenue, business, or anticipated savings; pure economic loss; or loss arising from your inaccurate Booking information, from undeclared or prohibited items, or from third-party events outside our reasonable control.
- 37.4 You indemnify Movesmith and its employees and agents against all liability for loss, damage, or injury suffered by any person arising from your breach of these terms, your use of the Platform, or your receipt of services.