



## **BAR ADVANCED PAYMENT GUARANTEE SCHEME TRUST**

### **Introduction.**

When you move home with a British Association of Removers (BAR) member removal firm, whether within the United Kingdom or from the UK to another country (e.g., an international move), it is standard practice for the removal firm to require full payment in advance of carrying out a removal. Unfortunately, from time-to-time companies do suffer financial failure which can leave the customer without a removals service-provider if the move has not been started and/or not been completed. By using a BAR member for your move, you enjoy the protection of the BAR's Advanced Payment Guarantee Scheme (the 'Scheme').

A fundamental consideration for the Scheme to be activated, is that the BAR Member must have been formally and finally placed into liquidation. A firm in 'administration' or which has simply ceased trading, therefore, would not trigger the Scheme. In such circumstances and until the event of liquidation is confirmed, liability for fulfilling contracts would remain between the you the customer and the BAR Member and/or the appointed Administrator.

### **Terms of the Guarantee**

- 1) The level of cover available is identified on the Advance Payment Guarantee certificate issued by the Scheme manager to the individual BAR Member and will be defined as either:
  - a. Strictly limited to a removal originating and terminating within the United Kingdom only, or:
  - b. Extended to include an international removal by land, sea, or air either originating or terminating in the United Kingdom. The Scheme does not under any circumstances provide cover for third-country moves, for example, a move between say Norway and Brazil.

If you are moving internationally, you are strongly advised to engage with a specialist international removal firm whose cover under the Scheme has been extended to include international removals. Ask your removal firm to confirm their level of cover or check online at [www.bar.co.uk](http://www.bar.co.uk) . The Scheme will not accept any liability for claims arising from any transaction where the level of cover provided is not commensurate with the type of move undertaken.

- 2) The Scheme is a "last resort" guarantee, i.e., should you, the customer, have alternative means of redress against the failed BAR removal firm or administrator or other redress arrangement such as your credit card provider, you are expected to pursue those arrangements.
- 3) The Advanced Payment Guarantee Scheme is available only to private individuals (i.e., not companies) contracting with, or making a personal payment to a full and current UK-based removal firm who is a member of the British Association of Removers, for a home removal to or from or within the United Kingdom, subject to the applicable level of cover set out in 1. (a) and (b).
- 4) Your payment must have been made directly by you (i.e., not via a business) to the BAR Member by cheque, debit card, BACS, Bank Transfer, or cash, prior to announcement of their

failure. Credit card payments are not covered under this scheme, and you should seek recovery of your payment from the credit card company under the Consumer Credit Act.

- 5) The Advanced Payment Guarantee Scheme is limited to removal and storage expenses incurred for moving home. Commercial goods or shipments, fine art and/or antiques consignments not part of a home move, legacies, etc are not covered by the scheme.
- 6) Where a BAR Member suffers financial failure, the Scheme will cover the reasonable cost of completing the removal contract, not exceeding the sum prepaid for the work. The Scheme will endeavour to enable the outstanding contracted moves to be completed and therefore evidence of expenditure will be required. The Scheme will not consider any claim where evidence of expenditure to complete the contract is not provided. Because the Scheme is provided for and by BAR Members, you are required wherever practicable, to employ an alternative BAR Member as the replacement contractor. In circumstances where the scheme manager helps you to complete a removal, we will endeavour to do so using an appropriately qualified BAR Member firm.
- 7) The scheme excludes absolutely any liability for loss or damage to goods howsoever incurred by the failed contractor.
- 8) Any subsequent removal contractor appointed to complete the removal shall not be liable for any loss or damage caused prior to their engagement.
- 9) The failed removal firm must be a full and current UK-based Member of the British Association of Removers on the date of the contract and/or the date of the payment. You are strongly advised to verify your chosen remover's BAR membership status is current through this website.
- 10) Liability under the Scheme is strictly capped at either (a) £75,000 in total for failure of any one BAR Member and/or (b) a maximum cumulative liability of £125,000 in any one calendar year for all claims against the scheme.
- 11) If proven claims in aggregate exceed either £75,000 or £125,000 (as described in clause 10 above), settlement(s) will be on a pro-rata basis.
- 12) Claims must be notified and evidenced within 6 months of the date of the liquidation for consideration by the Scheme. Claims notified and/or evidenced later than 6 months will not be considered.
- 13) You are required to follow the guidance issued by the Scheme in respect of a failed BAR Member when arranging and/or accepting any quotation to complete the outstanding contracted work.
- 14) Approved claim(s) will be settled only upon receipt and consideration by the Scheme manager of all submitted claims after the closure of the six-month deadline as described in clause 12 above.