



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

When you move home, whether the move is within the UK or internationally, it is standard practice to make full payment in advance of the move. Unfortunately, from time-to-time companies do suffer financial failure leaving the customer "high and dry" if the move has not been started and/or not been completed. As an added advantage of using a BAR member for your move the Advanced Payment Guarantee has been developed.

### **Terms of the Guarantee**

- 1) The level of cover available is identified on the certificate issued to the individual BAR Member company and will be defined as either;
  - a. Limited to moves completed within the UK only, or
  - b. Providing cover to moves completed throughout the globeThe consumer must satisfy themselves that the level of cover provided by their chosen BAR Member is sufficient for the move that is being undertaken. The Guarantee Scheme will accept no liability for any claim arising from any transaction where the level of cover provided is not commensurate with the type of move undertaken.
- 2) The Guarantee is a "last resort" guarantee, i.e. if the customer has alternative means of redress either against the failed company or other arrangement, they are expected to take advantage of those arrangements.
- 3) The Advanced Payment Guarantee is available to private individuals (not companies) contracting with, or making a payment to, a full and current UK-based BAR Member for a home move to or from or within the United Kingdom.
- 4) The payment must have been made directly by the individual (not a business) to the failed Member by cheque, debit card, BACS, Bank Transfer or cash. Payments by credit card are not covered under this scheme, as the customer will have recourse against the credit card company under the Consumer Credit Act.
- 5) Similarly, the APG is limited to moving home. Commercial shipments, legacies, etc are not covered by the scheme.
- 6) In the event that a Member suffers financial failure, the Guarantee covers the reasonable costs of completing the move, not to exceed the amount prepaid for the work.
- 7) The failed company has to be a full and current UK-based Member of BAR at either the date of the contract or the date of the payment. Customers are recommended to check that membership is current through this website.
- 8) The Guarantee is limited to either £50,000 in total for any one Member business failure or a maximum liability of £100,000 in any one calendar year for all claims against the scheme
- 9) If the proved claims in aggregate exceed either £50,000 or £100,000 (as described in clause 7 above), then they will be paid on a pro-rata basis.

- 10) Only claims notified and evidenced within 6 months of the date of the insolvency will be considered by the Trustees.
- 11) Before entering into any contract for replacement services, which may form the basis of a claim against the APG fund, customers are advised to seek guidance from the scheme before accepting a quotation to complete the contracted work.
- 12) Any proven claim will be settled only once all lodged claims have been fully and finally considered, and following the end of the calendar year in which the claim(s) originated.