



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

### **Introduction.**

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 without a removals service provider 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.

A fundamental consideration for the Scheme to be activated, is that the Member Company should formally and finally have been placed into liquidation. A Member Company having been placed into administration, therefore, would not trigger the Guarantee and neither would any Member Company that simply ceased trading. In such instances, and until the event of liquidation is confirmed, the liability for fulfilling contracts remains with the Member Company and/or the appointed Administrator.

### **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 originating and terminating within the United Kingdom only or;
  - b. Providing cover for international moves which either originate or terminate in the United Kingdom. The Scheme does not provide cover for moves, for example, from Norway to Brazil.

The 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) The APG is limited to moving home. Commercial shipments, legacies, etc are not covered by the scheme.
- 6) In the event that a BAR company Member suffers financial failure, the Guarantee Scheme covers the reasonable costs of completing the contracted move, not to exceed the amount

prepaid for the work. The Guarantee Scheme is designed to enable contracted moves to be completed and therefore evidence of expenditure will be required. The Scheme will not entertain any claim where evidence of such expenditure to complete the move contract cannot be provided. Because the Scheme is provided by BAR Members, it is expected that wherever possible, a BAR Member will be employed as the replacement contractor.

- 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 8 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 liquidation will be considered by the Trustees.
- 11) Customers are required to follow the guidance issued by the Scheme relative to the failure of a Member business when accepting any quotation to complete the contracted work.
- 12) Any proven claim will only be settled once all lodged claims have been fully and finally considered, and after the closure of the six month deadline as described in clause 10 above.