

Removals Activities Under COVID-19 Conditions



This methodology has been reviewed, and is endorsed by the following professional bodies and its purpose is to create an environment where we can return to work safely, knowing that all reasonable precautions have been put in place.



The British Association of Removers



The Council of Property Search Organisations – representing the private sector search industry



The Society of Licensed Conveyancers – the professional body for licensed conveyancers



The Property Energy Professionals Association – comprising the 6 Government appointed accreditation schemes



Bold Legal Group - BLG Members carry out over 33% of all conveyancing transactions in England & Wales



National Association of Estate Agents/Propertymark – the UK's leading professional body for estate agency personnel

Removals Activities Under COVID-19 Conditions



Conveyancing Association - the leading trade body for the conveyancing industry



Royal Institute of Chartered Surveyors – the world's leading professional body for qualifications and standards in land, property, infrastructure and construction.



The Home Builders Federation - the representative body of the home building industry accounting for some 80% of all new homes built in England and Wales

This methodology has also been seen by;

- MHCLG – Ministry of Housing, Communities and Local Government
- ACSO – Association of Consumer Support Organisations
- CLC - The Specialist Property Law Regulator
- HMLR – HM Land Registry
- The Law Society
- RPSA – Residential Property Surveyors Association
- And other UK Finance companies involved in the day to day moving process.

Removals Activities Under COVID-19 Conditions



Once the current lock down is released and we all return to operational activity, it will be imperative, given that the COVID-19 is still present amongst us and will be for some considerable time, that proper procedures are followed to prevent inadvertent transmission of the virus between our staff and their customers and their respective families and colleagues. It must also be noted that on 7 April RIDDOR, (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013), offered new advice of the reporting of COVID-19. This follows a joint statement from the Health and Safety Executive (HSE), the Confederation of British Industry (CBI) and the Trades Union Congress (TUC) stating that businesses staying open during the coronavirus must guarantee safe working conditions including social distancing. Businesses must only make a report under RIDDOR when:

- An unintended incident at work has led to someone's possible or actual exposure to coronavirus. This must be reported as a dangerous occurrence.
- A worker has been diagnosed as having COVID-19 and there is reasonable evidence that it was caused by exposure at work. This must be reported as a case of disease.
- A worker dies as a result of occupational exposure to coronavirus.

RIDDOR stipulates that if something happens at work which results in, or could result in, the release or escape of coronavirus, this should be reported as a dangerous occurrence. In the case of fatalities, if someone dies as a result of a work-related exposure to coronavirus and this is confirmed as the likely cause of death by a medical practitioner, then the business must report this within 10 days of the death. It is against this background therefore that a full risk assessment must be considered, and the proper methodologies adopted to, as far as is possible, mitigate those risks.

The "Responsible Person" for undertaking the risk assessment in a business will often depend on the size of the company but ultimately the owner/managing director has the statutory responsibility for ensuring the health and safety of all employees and any other person affected by the actions of those employees. The simplest way to create a risk assessment is break the task into five key areas as follows:

1. Identify the hazards – anything which might cause harm to anyone. For example,
 - a) physical – lifting, slips and trips etc.,
 - b) mental – excess work; long hours; stress, or
 - c) in this instance virus transmission.



Removals Activities Under COVID-19 Conditions

2. Having identified the problem, it then needs to be decided who is at risk and it must be remembered to include office staff and neighbouring companies as well of course as the crew, their customers and passers-by together with their respective families.
3. Next assess the risk. Take as many precautions as are feasible. Can things be done differently? What training might be required? Is the necessary equipment all in good working order and fit for purpose?
4. Record your findings. Strangely the law says that if you have less than five employees you do not need to keep those records. However, as a Member of BAR you *must* document them to comply with the Criteria of Membership. Also, once the record has been created, it is then much simpler to monitor any problems and undertake periodic improvement review.
5. Most importantly, those records provide proof to any outside body, such as the HSE, that in the event of an incident or an inspection, the appropriate risk assessment had been completed. Risk assessments should be continuously reviewed and certainly through the changing circumstances of the current pandemic experience.

To summarise:

- Employers with 5 or more employees must have a written health and safety policy and risk assessments
- For further information and to view a sample health and safety policy, go to www.hse.gov.uk/risk
- For advice and support contact the HSE Infoline on 0845 345 0055 or email hse.infoline@connaught.plc.uk

Suggested methodology for carrying out removals' activities whilst still under threat from the COVID-19 virus

It is inevitable that, in order to take the necessary precautions to protect the health, safety and wellbeing of staff, customers and their respective families, additional time and resource will have to be factored into each move programme. It is imperative therefore that all such factors are fully costed into your service proposal from the outset.

1. Pre-move survey:

- Encourage the use of video survey technology wherever possible. This can be done by website inventory calculator or any of the various video survey platforms that are available.
- If an on-site survey is necessary, then request that only one family member is present during that survey visit.



Removals Activities Under COVID-19 Conditions

- A detailed risk assessment is completed to profile the customer's risk category, it may be necessary to request that they sign a disclaimer to confirm that they have not been exposed to the virus through contact in the past seven days.
- Any customer that is in a high-risk category should not be present on site.
- Customer to wear facemask during the survey visit.
- Request that no pets are free to roam around the house during that visit.
- Social distancing measures (2m apart) should always be maintained.
- Surveyor to carry facemask/visor and gloves which are to be worn wherever possible.

2. Follow up quotation to include (as well as pricing options etc.) written confirmation to customers advising of what is required from them to help minimise the risks during the move:

- The customer should deep clean the home and their goods and effects in preparation for the move.
- The customer should self-pack miscellaneous and non-breakable items wherever possible (the mover will supply the necessary cartons and other materials and should itemise any associated costs).
- The mover to limit any packing service (if possible) to the packing of china, glass and breakable items.
- The customer should dismantle and re-assemble furniture items wherever possible.
- One family member only to be in attendance at the premises during the move and the 2m social distance to be maintained at all times.
- The customer should wear a facemask/visor during the removal process.
- Request that no pets are free to roam around the house during the move.
- No other trades people to be in the property(s) during the move process.
- The service proposal (quotation) should request that access to W/C, wash facilities (and possibly a shower) should be made available for the move crew, and that where possible those facilities would be for the use of the crew only.
- Windows should be opened to maximise ventilation.
- Crew refreshments: The customer should provide a kettle for staff to make their own refreshments using their own cups/tea bags etc.
- Completed job sheets/inventories etc. to be emailed to the customer to avoid contact.
- Terms and conditions should be varied to allow for potential problems or restrictions arising from COVID-19.

Removals Activities Under COVID-19 Conditions



3. Additional operational procedures to be employed to minimise staff risks:

- Again, a more detailed Risk assessment is completed by operations management staff.
- The disclaimer obtained from the customer at the quotation stage to be reviewed.
- Any customer considered to be in a high-risk category should not be on site and a representative may need to be appointed in their place.
- During the move, although it will be inevitable that the crew cannot socially distance from each other, the customer must always maintain the 2m spacing from the crew.
- Operators should stagger the start times of their crews to minimise the number of staff present at the beginning and end of each shift pattern.
- Operators to ensure that teams are consistently working together (i.e. maintain the same crew pairings) so far as is possible in order to minimise staff having multiple/varied work partners.
- Operators to maintain wellness checks at the start of each day, to include temperature readings being taken/reported each morning.
- Staff to be reminded of the need for good hand and respiratory hygiene, and to avoid touching their face.
- Staff who are unwell with symptoms of Coronavirus must not present themselves for work or, in the event that they do, they must be sent home.
- Canteen/crew rooms to remain closed and operational staff to be excluded from having access to office areas.
- Washrooms to be equipped with soaps and paper towels or blow driers. Showers to be provided where possible.
- All operational staff to carry a change of uniform and/or an apron, personal towel, paper towels, their own refreshments (tea/coffee/foodstuff) and equipment (cup/plate/cutlery etc.).
- PPE to be provided to all crew members and to include items from the following list;
 - disposable facemasks or similar (eg washable nose/mouth protection item)
 - eye protection
 - visor
 - work gloves
- Each crew to carry alcohol hand sanitiser and disinfectant wipes, stocks to be replenished as/when required.
- Remind staff to catch coughs and sneezes in tissues and to dispose of used tissues in a responsible manner.
- Crews to carry individual plastic bags for holding used clothing etc.
- When travelling in the cab of the vehicle, ensure that windows are opened slightly and that facemasks/visors are worn.



Removals Activities Under COVID-19 Conditions

- No more than 2 staff to travel in the cab of the vehicle at any one-time, additional crew members should travel separately to/from site.
- Crew to change footwear when in the cab and any wet weather gear, or soiled clothing, to be stowed in vehicle body lockers and not in the cab.
- On overnight trips, only one person to sleep in the sleeper cab or pod. Any other crew members to use alternative accommodation.
- Plan overnight stops to ensure that all necessary facilities are available to the crew.
- Where possible, utilise local BAR Members to provide portering assistance for distance moves.
- Crew to maintain social distancing measures as far as is possible when working and should avoid passing in restricted spaces such as hallways, staircases, and landings, and also to wait for the co-worker to leave vehicle load area before entering where possible.
- Every time that a 2-man carry is required, then the crew members should use the eye protection and facemask/visor provided.
- Crew should wash their hands thoroughly on an hourly basis and frequently sanitise the work gloves.
- Packing materials should only be used once.
- Vehicle blankets (woollen and/or paper) and webs must be changed regularly and then left for a period of 72 hours before being reused.
- Vehicle cabs (frequent cleaning of the steering wheel, dashboard, seats and door handles etc.) and load areas, together with all equipment, to be deep cleaned daily.
- Limit smoking breaks and take well away from the vehicle or residence. Wash hands immediately afterwards.

Advice for removal companies traveling across Europe (in addition to the points made above)

- Carry on board enough provisions to maintain a high level of hygiene.
- Avoid crowded places, only leave the cab in places with high concentration of people if absolutely necessary and if so, wear the PPE as directed.
- In areas of high alert/restricted areas, the authorities may not have limited the movement of trucks and vans so that business can continue. However, they will certainly check the trip routing documentation in order to prove the reason for the vehicle to be where it is.
- In order to have an uninterrupted travel to the destination, make sure the trip documentation folder includes any specific travel orders that may be required for that journey together with the trip schedule showing all deliveries/collections planned.



Removals Activities Under COVID-19 Conditions

- Ensure that there are enough 'contingency' copies of all paperwork.

Instructions for personal behaviour in an epidemiological coronavirus situation (to be shared with staff)

1. Limit as much as possible any contacts with people – this is the most important condition for staying healthy. Go directly from home to work and then back home. Even if your journey is short, do not use public transportation unless absolutely necessary.
2. Wash your hands as often as possible with soap or use alcohol-based disinfectants. Use wet wipes when you are outside.
3. Eat at home and bring your own food at work.
4. If you are returning from an area with high risk of contamination but you have no symptoms call your doctor, and ask for advice on what to do. Inform your office without delay.
5. Don't shake hands! Use the knuckles of your fingers to touch the light switches, lift buttons, etc. When at a petrol station, hold the fuel pump handle with a paper towel or use a disposable glove. Open doors with your elbow or otherwise, not your palm. Use work gloves or, if you don't have your work gloves, use disinfectant wipes. Work gloves should be washed/disinfected daily and crew to carry spares.
6. When you return home or to your place of work, and have been with other people, wash your hands with soap for 20 seconds and/or use more than 60% alcohol-based hand sanitizer. Always bring with you a disinfectant, incl. put one near the front door of your home and in your car for use after visiting a petrol station or touching dirty items when you cannot immediately wash your hands.
7. Cough or sneeze in disposable towels and throw them away.
8. Use your professional mover's gloves. Wash/disinfect them on a daily basis.
9. If you are using disposable gloves, at the end of work, when you take them off, immediately wash your hands thoroughly.

Useful links to further information

1. <https://www.gov.uk/guidance/social-distancing-in-the-workplace-during-coronavirus-covid-19-sector-guidance>
2. <https://www.gov.uk/government/publications/guidance-to-employers-and-businesses-about-covid-19/guidance-for-employers-and-businesses-on-coronavirus-covid-19>
3. <https://www.hse.gov.uk/news/social-distancing-coronavirus.htm>

Risk Assessment Template follows:



Removals Activities Under COVID-19 Conditions

RISK ASSESSMENT

COMPANY:				DEPARTMENT:					
ACTIVITY:				RISK ASSESSMENT NO:					
Hazard(s)	Potential 3 (High) 2 (Medium) 1 (Low)	Likelihood 3 (High) 2 (Medium) 1 (Low)	Risk Rating H / M / L	Persons, property or equipment at risk, and how	Controls to be in place	Further action required	Action by whom	Action by when	Date Done

HAZARD POTENTIAL

- 3 – High = Loss of life / Permanent disability / Major injury / Serious damage to property or equipment
- 2 – Medium = Serious injury / Temporary disability / Limited damage to property or equipment
- 1 – Low = Minor / non-disabling injury / Insignificant or no damage to property or equipment

LIKELIHOOD

- 3 – High = Once or more per day or per activity
- 2 – Medium = Once or several times per month
- 1 – Low = Once or a few times per year

RISK RATING (Potential x Likelihood)

- 9 & 6 = High
- 3 & 4 = Medium
- 1 & 2 = Low

Risk Assessment carried out by:	
Date:	
Review Date:	
Notes:	

Removals Activities Under COVID-19 Conditions



FREQUENTLY ASKED QUESTIONS:

- **Will there be any need to alter the model T's & C's?**
 - We have consulted Backhouse Jones (BHJ) on this matter and they suggest that as the COVID-19 Removal Activities Conditions have been shared with the Ministry for Housing, Communities and Local Government (MHCLG), and endorsed by other professional bodies in the home moving market sector, Members should include reference to the fact that you will be following "COVID-19 Best Practice Procedures" within your Quotation. It is recommended that you also either include relevant extracts from terms 1-3 of your Conditions in the Quotation, or set these out in a separate document to be read and acknowledged by the customer when signing the Quotation (which in our view would be a simpler way to reference the COVID-19 Conditions rather than inserting them into the full body of the T&Cs). If you want to include this reference, BHJ suggest that you should include a provision at clause 3.1 of the terms to require that the customer agrees to abide by the COVID-19 Best Practice Procedures and take all reasonable steps to ensure that the staff are able to carry out their duties in accordance with the Best Practice Procedures. Clause 3.2 would then cover the Member as it states that they will not be liable for any alleged loss or damage suffered by customers that might arise if they have failed to meet their obligations in respect of the COVID-19 Best Practice Procedures.
 - We had in any case, some weeks before the lockdown, provided a set of words that had been agreed by BHJ and which we recommended should be appended to all quotations (existing and new) to provide a further level of protection for the mover, and that recommendation still stands. That additional wording to be appended to quotations is as follows;
 - At the time of providing this quote, the UK is experiencing increased risk from the coronavirus and the concern is that the number of confirmed cases of the virus will very likely increase. The Government has stated that it will be implementing (as yet) unspecified measures to combat the spread of the virus. In the extremely unlikely event that such measures are put in place which impact our ability to provide services to you (including but not limited to us having to suspend or cancel in full the services), or the virus otherwise affects our ability to fulfil your relocation, we will not be in a position to accept any liability for any losses that may arise and we limit our liability accordingly. We are keeping the matter under careful review and will ensure that all customers are advised of any developments that may affect fulfilment of contracted services'.



Removals Activities Under COVID-19 Conditions

- **Should we get the consumer to sign a disclaimer?**

- Members are free to ask for such a disclaimer but they should perhaps consider what they are looking to achieve by it. Customers may agree to sign this type of disclaimer and unbeknown to them have the virus without displaying symptoms. Even if Members' staff became ill after carrying out services at a house where they suspected during the course of the removal that one of the inhabitants had symptoms of the virus, it would still be incredibly hard to prove that they had contracted the virus from that particular house, and therefore, and as has been confirmed by BHJ, the disclaimer has no value. In a similar vein, the question has been raised as to whether a BAR Member should require a subcontractor to sign a disclaimer stating that the Member would not be liable if the subcontractor, or one of their employee's, were to fall ill due to coronavirus after performing the services, and asking them to confirm that they voluntarily agreed to carry out the work under the current circumstances. Again, BHJ advise that the Member is certainly entitled to put implement that procedure and ask for signed agreement, but that it is doubtful that such a 'disclaimer' would be enforceable if challenged in court due to the general prohibition on excluding liability for PI and death.

- **Does the use of video survey technology affect the cooling off period regulations?**

- I have been looking into your query regarding the cooling off period and whether a member who conducts a survey of the premises by video call, and then later (but not immediately after) provides a quote and the contract is concluded by some form of distance communication, this could still be regarded as an "on-premises contract" and therefore the cooling off period would not apply. The definitions of distance, off-premises and on-premises contracts are set out below:
 1. "distance contract" means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the **exclusive use** of one or more means of distance communication up to and including the time at which the contract is concluded.
 2. "off-premises contract" means a contract between a trader and a consumer which is any of these—
 - (a) a contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
 - (b) a contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;



Removals Activities Under COVID-19 Conditions

- (c) a contract concluded on the business premises of the trader or through any means of distance communication **immediately after** the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;
 - (d) a contract concluded during an excursion organised by the trader with the aim or effect of promoting and selling goods or services to the consumer.
- 3.** "on-premises contract " means a contract between a trader and a consumer which is neither a distance contract nor an off-premises contract.
- BHJ had previously advised that, where the estimator visits the customer then returns to the office before sending out the quote to customer by some form of distance communication, this would usually be regarded as an on-premises contract and therefore the 14-day cooling off period would not apply. The only circumstance when this would not be an on-premises contract would be where the contract is concluded "immediately after" the estimator was physically present with the customer at the customer's premises and in this scenario, it would be an off-premises contract and the cooling off period would apply. However, where a survey of the premises is conducted by video call in order to ascertain the estimate, and then later concluded by any means of distance communication, the contract may form a distance contract and this is likely to depend on the definition of "distance communication" and whether this would include a video call.
 - "Distance communication" is not defined in law but if it is given its ordinary meaning, and looking at the dictionary definition of "any interpersonal communication in which the physical gap between the participants is beyond the physiological limits of unaided human perception", BHJ view is that a video call would fall within the definition of distance communication and therefore the contract would still be a distance contract where there is no physical presence of the member and the consumer, meaning that the cooling-off period would apply. However, there is also the requirement that a "distance contract" is made over a means of distance communication where there is no organised scheme (for example where the trader only exceptionally sells in this way) so if the member uses video call as a one-off, the contract would be an on-premises contract and the cooling-off period would not apply.
 - This is all subject to whether or not the removal service would fall within the exemption for the transport of goods. The exemption applies to contracts which involve the setting aside of capacity which, if the contract were cancelled, the trader may find difficult to fill, meaning that removal services are likely to be covered by this exemption and the right to cancel would not apply. However, this exemption would only apply where the contract provides for a specific date or period of performance. Members need to be aware of

Removals Activities Under COVID-19 Conditions



this requirement if they are seeking to rely on the transport exemption as, due to the current uncertainty around completion and move dates, it may be that most contracts are entered into without giving a specific date for the removal to take place.

- Should you have any further questions on this, please do not hesitate to contact a member of the BHJ team (contact details below).
- **Will returning to work under the current circumstances affect my PL/EL insurances?**
 - The remover and consumer liabilities were covered off in one of the Government's daily briefings which referred to an explanation of the impact of the pandemic and with particular regard to travel. The Government and their advisors were asked why had checking and testing at ports and airports not been immediately instigated. The response was that the virus has a seven day gestation period, and it cannot therefore be proven at any one point in time if someone has it or not, if the individual involved is not showing any symptoms. The Government's scientific advisor used the example of someone travelling on a 12 hour flight from Japan, being checked in London, and then subsequently travelling to the "North of England". It could easily be a further five days until the individual might show any symptom of infection. So, when we investigate the issues surrounding a move event, the same argument can be applied – those individuals being moved will inevitably have had contact with (potentially) numerous other individuals. There can be no definitive proof that the virus is encountered at any one time, or indeed if it has or has not been encountered more than once. This situation is referred to as 'the viral load' which, simply put, means that an individual could just pick up a small quantity of the virus or a lot of it, and the reaction that the individual has to that exposure will be as a direct correlation, (a more detailed explanation can be found via the following link; https://en.wikipedia.org/wiki/Viral_load). The point is that any individual will be exposed to the virus (in different quantities) in the different social interactions that he or she may have, be it in the supermarket, out on daily exercise or perhaps having a removal team working in their property. Likewise, a remover put in this situation may pick up a little from a client but also from other places he or she has visited. For this reason, and others, the Insurers will not entertain coverage for COVID. It is not possible to prove.
 - So, the message(s) to take from this are that there is unlikely to be any particular/significant change in either the terms of reference contained in, or the cost of procuring those insurances, as a direct consequence of the pandemic. Other factors may come into play, but COVID-19 will not in itself cause impact. The other clear message is of course the need for Members to consult with qualified, professional opinion.

Removals Activities Under COVID-19 Conditions



- **What type and grade of PPE should we use?**

- We have referred this question to Public Health Guidelines (PHE/PHS/PHW/PHNI) through our contacts at MHCLG, but unfortunately we are advised that PHG are understandably focusing all their attention on the advice that needs to go out today rather than anything future focused. As such, MHCLG don't know yet when they will be able to issue any revised guidance to us on this matter.
- However, in the meantime, the BAR has been making enquiries with a number of potential providers for different products and has discussed with them a consideration for 'preferential rates' for our Members. Currently, we have identified the following points of contact;
- Bar Services - Provision of facemasks, visors and gloves - contact miranda@barservices.co.uk or telephone 01342 870 087.
- Absolute Lanyards – Provision of facemasks – contact paul@absolutelanyards.co.uk or telephone 0800 772 3677.
- UK Packaging – Provision of facemasks and visors – contact sophie.bird@ukplc.co.uk or telephone 020 8801 8144.
- Autosmart International – Provision of hand sanitizers, vehicle detergents and bleaches – contact majoraccounts@autosmart.co.uk or telephone 01543 481616 (option 4). Please quote your BAR membership number to get access to preferential rates.
- PHS Teacrate - Provision of hand sanitizers, facemasks, gloves and other disposable products – contact telephone 01827 255500 or DirectCustomerService@phs.co.uk. Members will need to create an account.

Please do not hesitate to contact the BAR should you have any general queries arising from this methodology and don't forget that through your BAR Membership you have access to further help/advice, from a legal and employment law standpoint, from Backhouse Jones who can be contacted via; www.backhousejones.co.uk or telephone 01245 828300. Remember to let them know that you are a BAR Member company and quote your membership number.