

Terms & Conditions

Updated: 2nd May 2024

We like to be as transparent as possible with all of Our customers, We would therefore like to draw your attention to clause 8 where we set out AnyVan's and our Partners' liability to you and in particular where it may be limited.

1. These Terms

1.1 What These Terms Cover

These are our terms and conditions on which we (and our Partners) supply our Services to you as a Private Customer.

1.2 Why You Should Read These Terms

Please read these Terms carefully before you submit your booking to AnyVan. These Terms include, but are not limited to, explaining who AnyVan are, our Services, the Services provided by our Partners, the contract between you and AnyVan and the contract between you and our Partners.

1.3 Definitions used in these Terms

Additional Domestic: Domestic services provided within the United Kingdom and including ferry or water crossing.

AnyVan/our/us/we: refers to AnyVan Limited.

AnyVan Quote: the quote given to you by AnyVan in accordance with clause 2.5(a) together with any additional charges as set out in clause 2.5(d).

AnyVan Site: our website, which can be found at www.anyvan.com.

Booking: acceptance of your Booking Request by AnyVan.

Booking Request: the process of filling in the online form a customer inputs move details into.

Booking Request Form: the form entitled “Booking Request Form” on the AnyVan Site which you will complete and submit to AnyVan and provides AnyVan with the information we require to provide you with the AnyVan Quote.

Business Customer: you are a Business Customer if you are entering into this agreement for provision of the Services in respect of your business, trade, craft or profession.

Comprehensive Inventory List: a full and complete list of all items and inventory to be transported by us or our Partners.

Comprehensive Insurance Cover: comprehensive insurance cover covers against physical loss or damage to your goods up to a value of £50,000. This can be taken out in accordance with clause 9.3.

Contract: once we have accepted your Booking Request, provided you with an AnyVan Quote and you have confirmed that you wish to proceed with a Price Option, a Contract is created.

Customer Care Team: our dedicated Customer Care team.

Domestic: domestic services provided within the United Kingdom but excluding any travel which includes crossing water (including any ferry crossing).

Edit: An edit refers to the shall mean any amendment or, change or exclusion of the chosen service to any aspect of the delivery of the Services to be provided to include but not be limited to: dates, timeslots, contact details, addresses (Collection and Delivery), floor or level, items to be delivered, items to be collected, item dimensions and details., or special instructions.

Hourly Rate Job: shall have the meaning given to it in clause 4.

Hourly Rate Vehicle: this is the meaning given in clause 4.3.

International: Services outside or which cause our partners to provide any part of the Services outside of the United Kingdom.

Insurer: Zurich Insurance Plc.

Job Number: upon confirming your Booking Request, AnyVan will assign you a Job Number allocated to your Booking.

Job Sheet: the job sheet provided as confirmation that the “job” (Services) was completed, and Services were provided to a satisfactory standard.

Partner/Partners: AnyVan’s Partners as described in these Terms.

Price: acceptance of a specific Price Option together with any agreed amendments.

Price Options: the Price Options provided to you in accordance with clause 2.5(a).

Private Customer: you are a Private Customer if you are an individual and you are entering into an agreement for the provision of the Services, wholly or mainly for you personally and not for use in connection with your trade, business, craft or profession.

Services: the services provided in accordance with these Terms.

Terms: these terms and conditions on which we (and our Partners) supply our Services to you.

Urgent Booking: a Booking made with less than 48 hours’ notice.

Van Size: this refers to the option on the Booking Request Form, which allows you to choose the size of van required to transport your goods based on your own calculations, this is opposed to or in addition to a Comprehensive Inventory List.

Volume Size: this refers to the option on the Booking Request Form, which allows you to choose the volume of the goods that you wish to have transported, in cubic meters or cubic feet, as opposed to or in addition to a Comprehensive Inventory List.

Wait Time: fifteen minutes.

A reference to **writing** or **written** includes email, live chat and post.

2. Information about and how to contact AnyVan

2.1 Who we are

We are Anyvan Limited, a company registered in England and Wales. Our company registration number is 06837274 and our registered office is at 5th Floor – The Triangle, 5-17 Hammersmith Grove, London, W6 0LG. Our registered VAT number is GB 979270568.

2.2 How to contact us

You can contact our Customer Care Team by:

- a. telephone: 020 3872 3050;
- b. post: AnyVan, 5th Floor, The Triangle, 5-17 Hammersmith Grove, London, W6 0LG;
- c. email: info@anyvan.com;
- d. visiting the Anyvan Site.

2.3 How AnyVan will contact you

If we have to contact you, we will do so by telephone, in writing to the email or postal address provided in your Booking Request Form by text message or by Whatsapp to the mobile number provided in your Booking Request Form.

2.4 Private Customers

- A. If we have confirmed that you are a Private Customer (non-Business Customer) when you enter into the Contract with AnyVan in accordance with these Terms, it will be on the basis that AnyVan are acting as a disclosed agent for our Partners. Just to explain some of the legal jargon, a “disclosed agent” means that we are not the principal and that by entering into the Contract with us, you do so on the basis that you are aware that we are acting as agent for one of our Partners who will be carrying out the Services for you. AnyVan are entitled and authorised by our Partners to enter into this Contract with you on their behalf and to arrange the Services as an agent. This Contract governs your relationship with AnyVan and also with our Partners.
- B. We will introduce you to our Partners to try and enable you get the best Price and Services possible. By entering into these Terms you are acknowledging that you will enter into and be bound by the Terms.
- C. By accepting that AnyVan is acting as agent for our Partners and by entering into the Contract with AnyVan this will create a contract between you and AnyVan’s Partner (Partner Delivery Contract). The Partner Delivery Contract referred to in this clause 2.4(c) is for the provision of Services as set out in these Terms and you acknowledge and accept that the Partner Contract will be between you and the Partner and that AnyVan is not a party to the Partner Contract other than as expressly provided in these Terms. You also accept that AnyVan are simply accepting the Booking on your behalf and undertaking the Services, which they are expressly bound to provide under

these Terms. AnyVan will ensure that our Partners are also bound by the Terms that relate to them in the Contract.

- D. You also acknowledge and accept that AnyVan does not provide transportation (moving) services to Private Customers and that We are simply acting as agent (and intermediary) between you and our Partner.

2.5 The AnyVan Quote

- A. AnyVan will supply you with a number of Price Options which shall reflect the information provided by you when completing the Booking Request Form. The Price Options will vary depending upon when they are requested and the desired completion date.
- B. AnyVan will accept amendments up to 48 hours prior to the date that Services are required. However, you may incur additional charges in relation to such changes. If on arrival at the address provided by you, the Partner cannot gain access to the premises and you are uncontactable by telephone (using the number provided by you on the Booking Request Form), the Partner shall be entitled at its discretion to cease provision of the Services and/or cancel the Services if you cannot be reached and access gained within the Wait Time. In this case, you shall not be entitled to receive a refund and any sums due to AnyVan for Services that you have not yet paid for shall become immediately due and payable.
- C. For any amendments made less than 48 hours prior to the date that Services are required where we are able to accommodate these changes, you will incur additional charges.
- D. If we arrive at the final destination for the delivery of the goods and are unable to deliver those goods after the Wait Time then Anyvan shall be entitled to charge a storage cost of £20 per day. If after 7 days the goods still remain within our possession then Anyvan shall have the right to sell such goods at any reasonable price.
- E. Additional charges may apply if the Services required and subsequently booked differ upon the arrival of the Partner.
- F. If the Services required are materially different to those in the Booking Request Form, the Partners shall have the right to terminate the Contract.
- G. Fees or taxes payable to any government bodies (if moving goods abroad), customs duties or port storage charges are not included in your quote. AnyVan is not responsible for such costs.

- H. Any additional charges incurred by you under these Terms, if not already paid for by you, shall be due and payable 5 days from the date that the Services were provided.
- I. If you have any questions or wish to discuss any of the additional charges referred to in this clause, please contact our Customer Care team.

2.6 If AnyVan does not accept your Booking Request

If AnyVan is unable to find a Partner who will undertake the Services, or such Partner decides not to accept your Booking Request, you will be notified as soon as possible in writing or by telephone. AnyVan will use its reasonable endeavours to try and find another Partner to undertake the Services on your behalf. Accepting your Booking Request is at AnyVan's and / or its Partner's discretion.

2.7 Your Job Number

Upon confirming your Booking Request, AnyVan will assign and notify you of the Job Number allocated to your Booking. Please reference this number when contacting AnyVan.

3. Services and our Contract with you

3.1 Your Booking

As set out above, AnyVan will supply you with Price Options dependent on your requirements notified in the Booking Request Form. The information you provide on the Booking Request Form is used to produce the Price Options, any alteration to the information supplied on the Booking Request Form may subsequently alter the Price. Accepting a particular Price Option that best suits your needs and supplying AnyVan with your payment details creates a contract between you and AnyVan and Our Partner (Contract) and grants us authority to confirm to the relevant Partner that you have accepted the Price Option and that they will undertake the Services for you at the agreed Price.

3.2 Services

- A. The Partner will arrive at the address provided by you and on the date agreed in your Booking or any subsequent date and time notified by you to us and AnyVan confirm their acceptance of such change. Please note that any proposed change to the date and time that the Services are to be provided may result in a change to the Price, which will be notified to you in advance of the Services being undertaken.

- B. The Partner will load and deliver only the goods agreed in the Comprehensive Inventory List. Neither AnyVan nor the Partner is liable for goods loaded that were not included in your Comprehensive Inventory List or for any miscalculations in relation to Volume Size or Van Size on your Booking Request Form.
- C. Please note that if you wish to make any changes to the Booking, including on the day that the Services are undertaken, all payments must be made to AnyVan, our Partners are not authorised to accept any payments directly.
- D. The Partner will deliver your goods in the same condition they were in when packed or made ready for transportation. If the Partner fails under this clause 3.2(d) please see clause 8 for information on liability for loss or damage. If you (acting reasonably) believe that damage to your goods was caused by the Partner, written notification including genuine evidence of the damage and loss of value is required within seven days of the Services being completed. Outside of this time frame, neither AnyVan nor the Partner is liable. Our liability and that of our Partner is determined in accordance with clause 8(e).
- E. The Price Options shall include moving costs, staff costs and fuel unless otherwise stated. Please review the AnyVan Site and/or contact our Customer Care Team for details of additional services and the prices of any additional services AnyVan can offer.
- F. Where a delivery does not have a specific drop off time Anyvan reserves the right for environmentally friendly reasons to deliver the goods in a van containing other customer goods so as to pool resources and limit pollution.
- G. All removal customers will receive at no extra charge 'home setup services' which comprise of: arranging the change of occupation notifications for council tax and utilities, as well as setting up optional services such as broadband, TV, phone, insurance, home care and/or other moving-related needs such as insurance, cleaning, storage or removals ("Home Setup Services"). The Home Setup Services are provided onAnyVan's behalf by Ethical Introductions Limited (T/AJust Move In). See Ethical Introductions policy here. Please note that in order to arrange and confirm the scope of the Home Setup Services to be provided you will be contacted by telephone, text or email by Ethical Introductions. We will share your contact information with Ethical Introductions. If you do not wish to take advantage of this service, please contact us at info@anyvan.com

3.3 Services AnyVan Do Not Provide

- A. AnyVan will not do anything to put our Partners in danger. For example, AnyVan Partners will not enter any premises unless properly lit, floored and where safe access is provided.
- B. In order to adhere to permits and insurance, the Partners will not transport animals or people, unless agreed by AnyVan in writing prior to your Booking Request being accepted.
- C. The Partners will not agree to do anything where they do not have the requisite qualifications.
- D. The Partners will not transport illegal, stolen or dangerous goods. This includes goods that in our and / or our Partner's reasonable opinion present potential danger to our vehicles and/ or staff, any other assets or goods that require specialist knowledge or equipment to transport. The Partners are within their rights to destroy, dispose of, and to charge you additional costs incurred should they transport any such goods without their knowledge. AnyVan and its Partners shall report such goods to the relevant authorities, where required to do so.
- E. The Partners will only transport goods that require special licences or government permissions if you have all required documentation. AnyVan and its Partners require advance warning and agreement in writing to transport such goods. Neither AnyVan nor its Partners will accept liability for loss or damage to any such goods and you will be liable for any loss suffered by AnyVan or the Partners for transporting such goods without prior written agreement of AnyVan or the Partner and/or without the knowledge. You will indemnify AnyVan in full for any charges, expenses, damages or penalties claimed against us or Our Partners. AnyVan or its Partners may, at our/the Partner's sole discretion, destroy or dispose of such goods for which you will be liable for the costs.
- F. Neither AnyVan nor its Partners will store any goods other than in accordance with clause 8.8 and clause 10 unless previously agreed in writing prior to or at the time of Booking unless subsequently agreed by AnyVan in writing. Additional charges apply for storage of goods and vary depending on duration.
- G. The Partners will not dismantle or assemble any furniture unless previously agreed in writing prior to or at the time of Booking or subsequently agreed by AnyVan in writing.

- H. The Partner will not disconnect, reconnect, dismantle or reassemble appliances, fixtures, fittings or equipment; unless previously agreed in writing prior to or at the time of Booking or subsequently agreed by AnyVan in writing.
- I. The Partners will not take up or lay any carpet or other floor covering.
- J. The Partners will not move planters and large outdoor pots unless agreed in writing prior to or at the time of Booking or subsequently agreed by AnyVan in writing.
- K. The Partners will not move any aerials or satellite dishes unless agreed in writing prior to or at the time of Booking or subsequently agreed by AnyVan in writing.
- L. For the avoidance of doubt our Partners shall not be obligated to provide the Services for in excess of 9 hours per day. It is at their discretion if they choose to do so, and subject to ensuring the safety and wellbeing of their staff and ensuring that they are only providing Services in accordance with any applicable legislation.

3.4 Additional Services

- A. The Partners may supply additional services (which must be booked through AnyVan) which include but are not limited to; Comprehensive Insurance Cover (see clause 9), packing, disassembly and reassembly of goods, storage and enclosed transportation for vehicles. If you require additional services, these must be booked in accordance with these Terms (as set out in clause 3).
- B. For further details and to book additional services, please visit our AnyVan Site or speak with one of our Customer Care team on [020 3872 3050](tel:02038723050). If you decide to book such additional services they will be covered by these Terms.

3.5 The Service Provider

The Services will be provided by one of the Partners. The Partners are approved by our dedicated Partner management team and are assessed by the AnyVan team for suitability and eligibility.

4. Hourly Rate Jobs

In addition to the other services we provide AnyVan / our Partners also provide an Hourly Rate Service (Hourly Rate Job). This allows our customers to book our Services on a time basis as set out below. This Clause 4 only applies to Hourly Rate Jobs and will only bind customers who book Hourly Rate Jobs (in accordance with the terms of this clause 4).

4.1 If you wish to book an Hourly Rate Job when completing the Booking Request Form you must provide a summary of the Services that you require, in sufficient detail to enable us to undertake the Services together with the additional information requested in the Booking Request Form and select the Hourly Rate Job option on the Booking Request Form where indicated.

4.2 You must where indicated in the Booking Request Form provide us with confirmation as to the size of vehicle that you require us to provide and whether you require an additional staff member (in addition to the driver).

4.3 Once AnyVan have received the Booking Request Form We will provide you with Price Options in accordance with clause 2.5(a). This will reflect the information provided by you when completing the Booking Request Form and the type of vehicle that you have requested (Hourly Rate Vehicle).

4.4 Whilst AnyVan shall endeavour to provide the Hourly Rate Vehicle you requested in your Booking Request Form, this may not be possible and you may be allocated a difference type of vehicle.

4.5 If on arrival to undertake the Hourly Rate Job, the Services that you actually require are in our and / or our Partner's opinion materially different to the information provided on the Booking Request Form then we reserve our right to immediately terminate the Contract. You will not be entitled to a refund as it will be considered to be breach of the Contract by you, in accordance with clause 7.3(a).

4.6 In addition to the exclusions set out in these Terms if you book an Hourly Rate Job transport of the following are excluded:

- a. pianos;
- b. motorcycles;
- c. any vehicles.

4.7 If when undertaking the Hourly Rate Job on your behalf it takes longer than the time that you specified in the Booking Request Form, AnyVan will email you as soon as possible with details of the additional charges you have incurred. Such additional charges must be paid by you to AnyVan within 5 days of notification by us to you of such additional charges.

4.8 By entering into this Contract you acknowledge that the Hourly Rate Job may take longer than the time specified in your Booking Request Form as a result of events outside of

our control however the additional charges referred to in clause 4.6 and 4.8 shall still apply. If the Hourly Rate Job takes in excess of one hour more than the time requested in your Booking Request Form, Any Van / Our Partners are entitled, at their discretion, to cease providing the Services at this point and you will not be entitled to a refund and the additional charges for any additional time that We have spent providing the Services will still be due and payable by you.

4.9 The Price for all Hourly Rate Jobs shall include:

a. one driver; and b. 10 miles of fuel.

4.10 If you request an additional staff member to assist you, the cost will be included in the Hourly Rate Job Quotation (or see our additional pricing brochure) and any additional fuel required beyond the 10 miles included will be charged at £0.50 per mile and shall be payable in accordance with clause 4.6.

4.11 The following clauses of these Terms shall not apply to You in respect of any Hourly Rate Jobs: clause 3.2(b), and clause 6.1(j).

5. Services outside of the United Kingdom

5.1 In addition to all other applicable terms, you must comply with the provisions of this clause 5.

5.2 You must, at your own cost, obtain all documents, permits, permissions, licences and customs documents necessary for us to be able to undertake the Services required.

5.3 AnyVan's Partners will not transport any goods that require a special licence or government permissions for export and/or import. Please see clause 8 and in particular clause 8.4 for limitation of liability.

5.4 The AnyVan Quote will include a time estimate for transit. Times can vary when goods are being transported. AnyVan will keep you updated with any material changes but will not be liable for any loss or damage which may occur as a result of delays in transit times, unless they are as a result of AnyVan or the Partner's negligence.

6. Customer Obligations

6.1 By entering into the Contract you must comply with the following obligations. If you fail to comply with these obligations, neither AnyVan nor the Partner is liable to you for any losses incurred.

- A. You must guarantee that all goods transported belong to you and that if anyone has legal interest in the goods, you have their permission to transport them.
- B. You must provide AnyVan with your current telephone number and email address. If these contact details change, you must let Us know immediately. Correct and precise addresses for pickup and delivery locations are compulsory.
- C. Suitable parking arrangements for the Partner's vehicles will be made by you, at your own expense. These include but are not limited to, suspended bays, parking permits, width restrictions and parking distances from your premises. You will fully indemnify the Partner if fines or penalties are incurred as a result of your failure to make said arrangements.
- D. Advise AnyVan in advance of how many floors there are at both the pickup and delivery locations and if service lifts are available.
- E. Accessibility information for both pickup and delivery locations is compulsory at the time of Booking. This includes but is not limited to attic conversions, spiral staircases, door and window widths.
- F. You will be present or represented upon collection, loading, unloading and delivery of your goods.
- G. Upon delivery Anyvan will either ask you to sign an electronic proof of delivery ("POD") or present you with a Job Sheet which sets out what goods have been collected, transported and delivered. It is identified by the specific Job Number given to you at the time of Booking. You will be asked to sign the Job Sheet or POD as confirmation that the Services were provided to a satisfactory standard.
- H. Fridge freezers must be defrosted (AnyVan nor its Partners are liable for their contents) and all other appliances must be completely dry with no residual fluid.
- I. All furniture must be empty unless an additional packing service has been Booked.
- J. An accurate list of goods for transportation is required (Comprehensive Inventory List). Amendments can be made but additional charges may apply in accordance with clause 3.4. Or if when making your Booking you chose the Van Size or Volume Size option if the goods exceed the agreed Volume Size or Van Size, additional costs will apply.

- K. All goods must be suitably packed prior to the arrival of the Partner. A full packing service is available at an additional cost. Please visit the AnyVan Site and/or contact our Customer Care Team for details of the additional cost.
- L. All payments must be made in accordance with this agreement and all overdue payments will incur interest on a daily basis that is calculated at 3% per annum above the base rate of Barclays Bank plc.

7. Cancellation & Postponement

7.1 Consumers Statutory Cancellation Right

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 are not applicable to service contracts which provide for the transport of goods on a specific date or period for performance.

7.2 Postponement & cancellation by the customer

If you wish to postpone or cancel the Contract please notify us in writing as soon as possible. If you cancel by telephone we will write to you confirming cancellation. All postponement and cancellation charges are charged as follows:

- a. Domestic
 - i. If a Domestic Service is booked and AnyVan receives notice in writing or by telephone no less than 48 hours before the date that the Services are due to be provided, there will be no charge.
 - ii. If a Domestic Service is booked and AnyVan receives notice in writing or by telephone with less than 48 hours before the date that the Transport Services are due to be provided, you will incur a charge equal to 50% of the Price.
 - iii. If you cancel the Domestic Service less than twenty four hours before the date that the Transport Services are due to be provided, you will be charged the full Price. If you paid in full upon Booking the Transport Services, you will not be entitled to a refund.
- b. International
 - i. If International Services or Additional Domestic Services are booked and AnyVan receives notice of cancellation in writing or by telephone no less than five business days before the date that the Transport Services are due to be

provided, there will be no charge. If you paid in full upon booking the Transport Services, you are entitled to a full refund.

- ii. If International Services or Additional Domestic Services are booked and AnyVan receives notice of cancellation in writing or by telephone with less than five business days before the date that the Transport Services are due, you will not be eligible for any refund. If you paid in full upon Booking the Transport Services, you are not entitled to a refund of the Price.
- c. If you postpone the Transport Services and immediately re-book, it is at the discretion of AnyVan whether we reduce or waive some or all of the charges referred to in this clause 7.2.
- d. Urgent Bookings are non-refundable if cancelled or postponed.
- e. If you postpone or cancel the Transport Services and as a result of this clause 7, additional amounts are owed to AnyVan, these will be due immediately.
- f. If you postpone or cancel the Transport Services and have a dispute regarding a payment made to AnyVan, a charge pending or an issue relating to the Transport Service, you must notify Us as soon as possible, and no later than seven days after the Transport Services have been provided, by contacting our Customer Care Team.

7.3 Cancellation by AnyVan and its Partners

- A. If you breach any term of this Contract then AnyVan and its Partner are entitled to terminate the Contract.
- B. If the Partner is unable to perform the Services agreed upon Booking (or if We are unable to find an appropriate Partner to undertake the Services), whether through its own fault or as a result of something outside of Our control then AnyVan will notify you as soon as possible in writing or by telephone.
- C. If you make a Booking, AnyVan shall use its reasonable endeavours to find an available Partner as soon as possible. If AnyVan is unable to do so, we are not in breach of the Contract but you will be entitled to a full refund.

7.4 Refunds

- A. A. If AnyVan or its Partner cancel the Contract in accordance with clause 7.3(a) you will not be entitled to a refund. If AnyVan or its Partner cancel the Contract in accordance with clause 7.3(b)-(c) then you are entitled to a full refund.
- B. If you cancel the Contract in accordance with clauses 7.2 (a), 7.2(b) or 7.2(d) any money that is due to be refunded to you will be transferred within five working days

of our Customer Care Team receiving a written request for a Refund. AnyVan requires confirmation of your bank account details within five days of submitting the request to us by email. The request must be submitted no later than seven days after the date when notification that you are cancelling the Contract was sent.

8. Liability for loss or damage

8.1 AnyVan shall have no liability to you for any loss or damage to any of your goods or premises or any other loss suffered by you arising out of the Contract subject to 8.6.

8.2 The Partner is liable for damage to your premises and goods subject to you producing satisfactory evidence that the damage was caused by the Partner and not by you or a third party. Their liability to you is limited as follows:

- A. If the Partner damages premises or property other than the goods they are contracted to transport as a result of their negligence or breach of contract, they are only liable for repairing the damaged area. This liability is in accordance with the limitations of clause 8.4.
- B. The Partner is not liable for any damage caused to any premises or goods if you ignore AnyVan or the Partner's advice in relation to the Services.
- C. You must advise us by email or telephone no later than seven days after completion of the Services if any damage is caused to the premises or your goods upon collection, transportation or delivery. AnyVan nor the Partners are liable outside of this time unless permitted by law.

8.3 Neither AnyVan nor its Partners are liable for:

- a. Damage caused as a result of your actions and/or your breach of these Terms;
- b. Perishable items, including but not limited to food and drink;
- c. Damage caused by moths or vermin or any other infestation;
- d. Damage caused by fire;
- e. Damage caused to any furniture packed and/or unpacked by you or a third party;
- f. Normal wear and tear;
- g. Goods loaded and/or unloaded against Our or the Partners advice;
- h. Damage to any goods or premises not caused by Us or the Partners;
- i. Damage to goods or premises caused by you or a third party when packing, loading or unloading them on and/or off Our vehicles or otherwise;

- j. AnyVan's Partners do not transport live animals or plants unless agreed and appropriately organised upon booking. AnyVan's Partner is not liable for harm caused to live animals or plants transported without Our knowledge;
- k. Damage to your electrical goods (unless you can provide evidence that such damage was as a result of the Partner's negligence);
- l. Loss incurred if any of your goods were already damaged or had an inherent defect;
- m. Damage if any of your goods are susceptible to damage including but not limited to breakage, internal spoilage, leakage, malfunctions;
- n. Damage to any collections or documentation including but not limited to stamps, coins, gemstones, share certificates, deeds to properties;
- o. Personal items including but not limited to jewellery, handbags, clothes and hats, unless properly packed and included in the Comprehensive InventoryList;
- p. Business loss whatsoever if you are a Private Customer;
- q. Loss or damage which occurs after the goods have been delivered to you or your representative;
- r. Loss or damage not caused by Us or Our Partners, employees, subcontractors or agents;
- s. Loss which is not reasonably foreseeable;
- t. Damage caused to your goods which are held by us or our Partners in accordance with clause 8.9 and clause 10.

8.4 Transit outside of the United Kingdom

If you require Services outside of the United Kingdom, in addition to the liability provisions in clause 8.1 to 8.4 (inclusive), neither AnyVan nor its Partners are liable for any goods confiscated, seized, removed or damaged by any customs authorities or any other government agency unless such damage, confiscation, seizure or removal was as a result of our Partner's negligence or breach of contract.

8.5 Events outside of our control

Neither AnyVan nor its Partners are liable for any damage or loss if any of the below occur:

- A. Acts of God, including but not limited to flood, drought, earthquake or other natural disaster;
- B. Epidemic or pandemic;

- C. Acts of war, threat or preparation for war, riot, nuclear or chemical containment, change in the law or action taken by a government or public authority, collapse of buildings, fire, explosion or accident and any labour or trade dispute, strikes industrial action or lockouts;
- D. Delay in transit;
- E. Any events which can reasonably be considered outside of our control.

8.6 Neither we nor our Partners will exclude our liability for death or personal injury caused by our or the Partner's negligence, fraudulent misrepresentation or liability which under the laws of England and Wales may not be limited or excluded.

8.7 None of our employees or subcontractors other than the Partner who undertook the Services, are independently liable for any loss, damage, mis-delivery, errors or omissions under the Contract.

8.8 Delays in transit

- A. If there is a delay in transit or AnyVan's Partner is unable to deliver your goods for reasons not caused by our negligence or breach of Contract, it may store them. You may at AnyVan's discretion be liable for any storage redelivery costs.
- B. AnyVan will provide you with an estimated time for collection and delivery based on information in our possession. Times may vary due to events outside of our control. Neither we nor our Partner will be liable for any loss suffered by you as a result of this.

9. Insurance and Basic Compensation Cover

9.1 Basic Compensation Cover and Comprehensive Insurance Cover is provided by the Insurer.

9.2 Basic Compensation Cover is included in the Price. This provides:

- a. cover up to a limit of £50,000 covering fire and & full theft (full theft is the theft of all of your goods that our Partners are transporting);
- b. cover for up to a limit of £100 per individual item

Please see the Insurance Policy page on the AnyVan Site: www.anyvan.com/insurance-policy

9.3 Comprehensive Insurance Cover is made available to all eligible customers upon Booking Our Services subject to payment of the required premium. The premium will be calculated according to the value of the goods being carried. Full details of the cover available and our

insurance terms and conditions can be found on the insurance policy page of the AnyVan Site.

9.4 You shall not take or fail to take any action or permit anything to occur that would entitle the Insurer not to pay any claim under the Basic Compensation Cover and / or the Comprehensive Insurance Cover (if applicable).

9.5 AnyVan, its Partners and the Insurer shall not be liable in respect of any claim under the Basic Compensation Cover or the Comprehensive Insurance Cover if and to the extent that you are entitled to make a claim under any other policy of insurance in respect of the matter or circumstance giving rise to such claim.

10. Our rights to hold the Goods

10.1 The Partners have the right to hold your goods (lien) until all money owed under the Contract, including applicable interest, has been paid. This includes costs we have incurred for storage and legal costs.

10.2 If full payment of any monies owed by you to AnyVan is not received within 90 days We shall be entitled to sell the goods or deal with them as we think reasonable and apply any proceeds towards our costs incurred and the money you owe to us.

11. Complaints

11.1 Complaints about our Services.

- A. If you have any complaints about our Services, please contact our Customer Care team who will endeavour to review your complaint and make any necessary actions within 7 days of the complaint being received.
- B. You can visit the citizens advice website on www.adviceguide.org.uk or call them on 0345 04 05 06 for a summary of your key legal rights.

12. How we may use your Personal Information

12.1 Your Personal Information.

We will use the personal information you provide to us:

- A. to introduce Partners to supply the Services to you and to provide the Services expressly stated as being obligations of AnyVan in these Terms;
- B. to process your payment for the Services;
- C. if you agreed upon booking our Services, to give you information about similar services that We provide.
- D. Please read our [privacy policy](#) to fully understand how we use your data.

12.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

13. Other important terms

13.1 Transferring this agreement to someone else

We may transfer our rights and obligations under these Terms to another organisation. AnyVan will ensure that the transfer will not affect your rights under the Contract.

13.2 Transferring your rights

You may only transfer your rights or obligations under these Terms to another person if AnyVan agrees to this in advance in writing.

13.3 Rights under the Contract

The Contract is between you, AnyVan and Our Partner. No other person has rights to enforce any of its terms unless expressly provided for in these Terms.

13.4 The Law and the Contract

Each clause of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses remain in full effect.

13.5 Enforcing the Contract.

If we do not enforce these Terms immediately, or if you break the Contract and we delay taking steps against you that will not prevent us taking steps against you at a later date

13.6 Applicable Laws to the Contract

These Terms are governed by English law and you can only bring legal proceedings in the English courts.

14. Free Box Promotion

Between May 2nd 2024 to June 2nd 2024 house removal bookings may be eligible to receive free packaging boxes included, up to a value of £200.

- A. The promotion is only available to house removal bookings taking place within West Yorkshire, where both the pickup and drop off locations are within West Yorkshire.
- B. To be eligible bookings must be placed between the above dates; and the date of the move must be a minimum of 7 days from the booking date.
- C. The offer is only eligible to house removal bookings with a price above £300.
- D. The number of free boxes sent will only cover the number of boxes needed to be moved by AnyVan, up to a maximum value of £200.