1Van1Man - Terms & Conditions

The following terms and conditions are in place for removal work with 1Van1Man, and for our sister service My House Removals. Please familiarise yourself with these terms before making a booking with us.

1. **Introduction**
   1.1. This document (together with any documents referred to in it) tells you the terms and conditions (the 'Conditions') upon which we will supply the Services listed on this website (the 'Website') to you.
2. **Before confirming your order please:**
   2.1. Read through these Conditions and in particular our cancellations policy and limitation of our liability and your indemnity.
   2.2. Print a copy for future reference
   2.3. Read our privacy policy regarding your personal information
   2.4. By enquiring via our website, email or telephone, any of the Services listed on this Website, you agree to be legally bound by these Conditions. You will be unable to proceed with your transaction if you do not accept these terms and conditions as may be modified or amended and posted on this Website from time to time.
   2.5. We reserve the right to revise and amend the Website, our disclaimers and the Conditions at any time without notice to you. Your continued use of the Website (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions.
3. **About us**
   3.1. This Website is owned and operated by 1 Van 1 Man Removals, ('we'/'us'/'our') of 76 Clifton, York, North Yorkshire, YO30 6AW.
   3.2. Our telephone number is 01904 390906 / 07572282699.
   3.3. Our insurance covers us up to £10,000 whilst in transit.
4. **Communications**
   4.1. You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.
   4.2. We will contact you by email or provide you with information by posting notices on our Website.
5. **Eligibility to request a quote from the Website**
   5.1. To be eligible to request the Services on this Website and lawfully enter into and form contracts with us, you must:
   5.2. Be 18 years of age or over
   5.3. Be legally capable of entering into a binding contract
   5.4. Provide full details of an address in the United Kingdom or the European Economic Area (if you reside in the EEA)
   5.5. If you are under 18, you may only use the Website in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, you must not use our Website.
6. **Price**
   6.1. The prices of the Services are requested by quote only.

6.2. A minimum fee applies to all quotes of at least £75 for office or house removals in York to a destination in York for a van and one man operative.

6.3. For all two man jobs, a minimum fee of £85 will apply to office or house removals in York to a destination in York

6.4. An hourly rate will apply which will be confirmed in the form of a quote.

6.5. Unless otherwise stated, the prices quoted exclude VAT (we are not VAT registered).

6.6. We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Services to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs which include parking fines)

7. Quotes

7.1. Before we carry out any work, we will give you a quotation based upon all of the factors that you have told us about. Please take the time to look at clause 6 of these terms of conditions as these conditions will form the basis of the price given on the quotation

7.2. If any of the conditions of clause 6 were not discussed, we reserve the right to amend the quote at any time, including price increases and declining the job.

7.3. Any times given on a quote are estimated including arrivals to premises. We will not be held responsible if we don't arrive on time.

8. Payment

8.1. Payment can be made by cash, or bank transfer, and online bank transfer via our website.

8.2. A non-refundable deposit will be required which will be listed on the quotation.

8.3. The deposit must be cleared into our bank account at least 1 week prior to the job.

8.4. If paying by bank transfer, and payment has not cleared, we are entitled to cancel the job

8.5. You may use our website via our merchant to place a deposit using a bank transfer.

8.6. By placing an order, you consent to payment being charged to your bank account

8.7. Payment will be debited and cleared from your account before the provision of the Service to you.

8.8. When you pay for the service using your bank account, our merchant (gocardless) will carry out certain checks which include obtaining authorisation from bank to ensure you have adequate funds and for security reasons. This may involve validating your name, address and other personal information supplied by you during the order process against appropriate third party databases.

8.9. By accepting these Conditions you:

8.10. Undertake that all the details you provide to us for the purpose of purchasing the Services are correct and that the bank account you are using is your own and that there are sufficient funds to cover the cost of the Services ordered

8.11. We shall contact you should any problems occur with your selected method of payment

8.12. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from our Website.

9. Your Responsibilities, Property, Storage and Preparation

9.1. In accepting these terms you declare that the goods to be handled are either your property free of any burden or legal charge, or that you have the authority of the owner to enter into this contract on their behalf. You agree to indemnify 1Van1Man against claims, demands and charges made against 1Van1Man arising from any claim to the goods made by another

person. If any person has or obtains an interest in the goods you must advise 1Van1Man of their name and address in writing immediately.

9.2. Due to the nature of our work, we require all of our customers to dismantle furniture before we get to the address and make sure all fixtures and fittings including but not limited to nuts, bolts and screws are safely stored.

9.3. It will be the customer's responsibility to carefully pack all items before we get to the address as we will not be held responsible in any way for damages or breakages, including marks of scratches whilst in transport in our van and also being carried by our operators between jobs.

9.4. You must make sure that we can safely remove any furniture from one premise to the other premise which includes making sure that your furniture will fit into or out of your new home.

9.5. The customer must make us aware of any low bridges, narrow lanes, parking restrictions, or toll roads or any other factor which may result in our ability to carry out the job. You must make us aware of these during the quotation process. Our Luton van is 3.2m in height.

9.6. If your building requires any security access such as secure card and barrier entry, please make us aware during the quotation process

9.7. You must make us aware of how far any parking away from the premise is during the quotation process.

9.8. Any car parking fines that we receive will be passed onto you for payment.

9.9. 1Van1Man may increase our price if, upon arriving at your property, we have to park somewhere where a parking charge is due or we are likely to incur a parking charge. It is your responsibility to pay for parking, clamping or meter suspension charges we incur whilst carrying out work for you, the customer. We will also charge you for the time it takes to retrieve our vehicle(s) if they are towed away.

9.10. Customers will need to make sure that any carpets, doors, or wallpapers are adequately protected whilst we move furniture. This will help prevent marks and stains to the property for which we will not be held liable for.

9.11. Any delays that are deemed to be customer related, which include supplying us the wrong address, awaiting for keys, or an event that the customer could have control, may result in extra costs at the end of the day.

9.12. We do not offer storage or removal trinkets, jewellery, watches, precious stones or money, metals, deeds, securities, coins or stamps (or similar collections), animals and plants. We do not accept liability for any claims for damage or loss to these items if they are placed in our custody or care. Please make alternative storage or transport arrangements for such items.

9.13. We do not offer for packing, removal or storage any goods (including food stuffs) which in our opinion are damaging, dangerous, explosive, hazardous to health, in an unhygienic condition, or likely to attract vermin or pests. We reserve the right to refuse to store or handle such items without any liability to you, the customer. If such items are stored or handled by 1Van1Man you agree to indemnify us for any damage or loss incurred by us or anyone else through such substances or articles. We may destroy, remove or otherwise dispose of these substances or articles in which case you will pay us any costs or expenses incurred by 1Van1Man.

9.14. We do not offer for packaging, removal or storage any item or thing unless you have insured said item against accidental damage or loss, including that by fire, explosion, lightning etc.

9.15. You agree to defrost and empty freezers and refrigerators and to make alternative transport arrangements for their contents. We shall not be liable for damage to any refrigerator or freezer or its contents which result from the freezer or refrigerator being

moved partially or fully loaded, nor for any deterioration or illness in such contents resulting from a change in temperature.

9.16. You agree to make sure that garden and domestic appliances, including but not limited to washing machines, (ensuring the protection bracket is fastened) dishwashers, hose pipes, petrol lawn mowers etc… are dry and clean and ready to be removed and that there is no residual fluid left in said machines.

9.17. You agree to be present or represented throughout the agreed removal process to ensure that nothing that should be moved is left behind and nothing is taken away by accident. If you cannot be there and are represented by a third party then that party is solely responsible and 1Van1Man will not be held accountable if we have acted on their instructions in place of you, the customer.

9.18. You agree to ensure protection for items left in unattended or unoccupied premises, or where others such as workmen, tenants or members of the public are present. If you fail to protect your items we shall not be liable for any damage or loss; you are responsible to ensuring your goods are protected against damage or theft if the access to or from our van(s) causes our staff to leave them unattended for long periods due to long walking distances to or from the vehicle(s) or other access problems.

10. Quotes, booking process and formation of a contract

10.1. All quotes are subject to acceptance and availability. If any Services ordered are not available, you will be notified by email and you will have the option either to wait until the item is available or to cancel your order. It is your responsibility to provide us with a valid email address or phone number so that we can contact you if necessary.

10.2. Any booking placed by you constitutes an offer to purchase the Services from us.

10.3. All such offers received from you are subject to acceptance by us and we reserve the right to refuse any order placed by you at any time prior to acceptance, without providing an explanation.

10.4. You shall be responsible for ensuring the accuracy of the details provided by you during the quote and booking process and we will not accept an order unless all details requested from you have been entered correctly.

10.5. You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Services ordered by you from the Website.

10.6. A contract between you and us (the 'Contract') incorporating these Conditions will only subsist after we have debited your payment card and have confirmed that we shall be providing the requested Service We will send you an email to confirm this (a 'Confirmation Notice'). The Confirmation Notice will amount to an acceptance of your offer to purchase from us. The Contract will be formed when we send you the Confirmation Notice (whether or not you receive it).

10.7. The Contract will relate only to the Services stated in the Confirmation Notice. We will not be obliged to supply any other Services which may have been part of your order until we have sent you a separate Confirmation Notice relating to it.

10.8. You must check that the details contained in the Confirmation Notice are correct and you should print out and keep a copy of it.

10.9. You will be subject to the version of our policies and Conditions in force at the time that you order the Services from us, unless:

10.10. Any change to those policies or these Conditions is required to be made by law or governmental authority

10.11. We notify you of any change to our policies or these Conditions before we send you the Confirmation Notice, in which case, we are entitled to assume that you have accepted it,

unless we receive written notification from you to the contrary within seven calendar days of receipt of the Confirmation Notice

11. Performance of Services

11.1. The Services will be performed at the addresses or by the means specified in the Confirmation Notice.

11.2. The Services will be performed within a reasonable time from the date of the Confirmation Notice.

11.3. We will not be liable for any delay in performing the Services, however caused.

12. Cancelling your Contract

12.1. Cancelling after receiving a Confirmation Notice

12.2. You may cancel your order for the Services at any time prior to receiving a Confirmation Notice from us by notifying us of your decision to cancel.

12.3. You may notify us by sending us an email to info@1van1man.com quoting your name, address, the name or a description of the Services and your order reference number.

12.4. If you cancel or postpone the agreed removal work, the following terms and conditions will apply:

- 8 to 10 working days from the start date of the work you agree to pay 1Van1Man 30% of the price of the work.
- 7 working days or fewer from the start date of the work you agree to pay 1Van1Man 50% of the price of the work.
- One day before, or on the day the work starts, or at any time after the work has started you agree to pay 1Van1Man 100% of the price of the work.

12.5. We will also charge a rebooking fee if you decide to rebook. Your deposit will be forfeited if you cancel at any time.

12.6. For moves that are charged at an hourly rate, we will take an appropriate percentage based on the minimum set of hours you have booked with 1Van1Man. This will be based on the minimum hours of work we have booked for your removal and will vary depending on the area of residence; this will be anything from a 2 hour minimum to a 6 hour minimum. For example, if you booked a removal with us for £45/hour (with a two hour minimum) this equals £90, and we would take the necessary percentage from said amount based on when you cancelled or postponed.

12.7. We reserve the right to take full payment if you are not at the address on the day of your move when we arrive, or if you have already moved without telling 1Van1Man.

12.8. We will take any payment (part or full) via the method you used to pay your deposit. By signing our terms and conditions you give 1Van1Man irrevocable authority to do so.

12.9. Refunds on cancellation

12.10. All deposits placed are non-refundable.

13. Our Staff

13.1. We will normally supply two men on any full house removal (excluding part loads) unless you state otherwise. Additional men are charged from £55/hour depending on your area. If a member of staff from 1Van1Man becomes ill on your move we will find a replacement as soon as possible from our trusted contacts. If you are paying an hourly rate we will suspend that rate until a replacement is found. We cannot be held liable for delays in your move resulting from this.

13.2. Assaults on any member of staff, property or vans will not be tolerated. Assaults will be dealt with to the fullest extent of the Law. Our staff have the right to work in a safe and none abusive environment. If you, family members or associates are physically or verbally abusive we have the right to refuse to work until the offending party has been removed (by

whatever means necessary) from the premises. We will still charge the set hourly rate until we feel it is safe to continue.

14. **Breaks**

14.1. We may need to take a meal break if we anticipate the move taking more than 6 hours or the removal is a particularly strenuous one. The hourly rate will be suspended for the duration of the break, and you will be informed if and when this happens.

15. **Van problems**

15.1. In the event of our vehicle(s) breaking down on your removal or while we are mobile we will inform you of this and endeavour to repair, hire, or replace the van as soon as possible. If this happens and you are paying an hourly rate, we will suspend the hourly rate until the replacement van is available and on site. We cannot offer discounts for delays. If a replacement van cannot be found we will subcontract this move to another firm that we know and trust. Because of these rare unforeseen circumstances we cannot guarantee to move you on a set day or time. If we cannot continue your move we will give you back your deposit in full.

16. **Damage to vehicles**

16.1. If our van(s) are damaged due to access difficulties at your premises or en route to your premises we will charge you for this damage unless the damage is our fault and or could have been avoided.

17. **Storage**

17.1. If you request storage, we will make arrangements with a reputable storage company in your area or in the area you have requested. Once we have unloaded our terms and conditions will cease and the storage companies terms and conditions will come into force. Unloaded is defined as your goods leaving the space contained in our vehicles.

18. **Medication**

18.1. Please ensure you **do not pack any important medications or other essential items** that you may need at short notice. We are not responsible for illness or death caused under these conditions.

19. **Part Loads**

19.1. Although part loads are similar to house removals, they are different so please read these terms and conditions specific to part loads.

19.2. If you have booked a part load this will normally involve one man unless there are heavy items involved or you request two men at an extra cost. It is not advisable for you to help with loading or unloading as we are not covered for injuries caused to third parties. It is up to you, the customer, to disclose information regarding what you need moving and whether you require two men.

19.3. Flexible pickup and drop off times are essential. If you need a part load picked up or dropped off for an exact time or date we have the right to charge extra for this. In extreme cases you may have to wait up to six weeks before we can deliver your part load if you live in a remote region. Alternatively, we will subcontract this part load to another company. Should this happen, additional terms and conditions may apply.

19.4. If you add extra items or the part load is more than you said it was after we have given you a quote, we will charge extra for this. You should always work out your part load capacity in cubic metres. As a guide, an average sized fridge is roughly one cubic metre. A part load should not take more than one hour to either load or unload. If it takes longer than one hour for whatever reason we will charge an additional £45/hour.

19.5. If the access at either properties involves long walks to the van, or flights of stairs we have the right to charge extra. The price we quote is ground floor to ground floor only. If you

cannot take delivery of your goods at a reasonable time of day after we have picked up your items, we may charge a handling fee of £45 plus in some cases additional storage costs.

19.6. As we might have to unload and reload the van in order to give you the best possible price, your part load will be taken to your destination with other part loads on the van. If a customer pulls out you may have to wait until this space is replaced with another part load. If this happens we will inform you. You will also have the option of having your part load delivered as a dedicated delivery for an additional fee.

19.7. Because of the nature of the work we do it is impossible to give you an exact time of arrival or delivery, however we will endeavour to give you a morning, afternoon, or evening pickup or delivery. These are based on our expertise as a professional removals firm.

20. Complaints

20.1. If you have a comment, concern or complaint about any Services you have purchased from us, please contact us via email at info@1van1man.com.

21. Intellectual property

21.1. Services sold or licensed by us and Website content may be subject to copyright, trade mark or other intellectual property rights in favour of third parties. We acknowledge those rights.

21.2. The content of the Website is protected by copyright (including design copyrights), trade marks, patent, database and other intellectual property rights and similar proprietary rights which include (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks, utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to xxx xxxx (trading as 1 Van 1 Man Removals), moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world) and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.

21.3. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

21.4. You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.

21.5. No licence is granted to you in these Conditions to use any of our trade marks or those of our affiliated companies.

22. Website use

23. You are permitted to use the Website and the material contained in it only as expressly authorised

24. by us under our terms of use.

25. Liability and indemnity

25.1. We do not know the monetary value of your goods. Therefore, 1Van1Man limit our liability to a fixed liability per item. The amount of risk 1Van1Man accepts for this condition is reflected in our price for the work.

25.2. If you wish us to increase our limit of liability you will need to notify us in advance and we will amend the price accordingly.

25.3. Unless agreed otherwise in writing, if we are in breach of or negligent of the contract we will pay you up to £40 maximum for each item that is either lost or damaged to cover the replacement or repair of that item.

25.4. For the purposes of this contract, an item is defined as the contents of a package, parcel, box, carton or similar container, and any other object or thing that is stored, handled or moved by 1Van1Man.

25.5. We cannot accept liability for items that you have packed yourself.

25.6. 1Van1Man will only accept liability of broken items if the following conditions are met

25.6.1. Proof has been obtained of the item's condition before a move has been taken place, in the form of a date/timestamped photograph

25.6.2. Proof has been obtained of the time's condition after a move, in the form of a date/ timestamped photograph

25.6.3. The item has been reported damaged in the first 7 days after a move.

25.6.4. The item was packed by the 1Van1Man staff.

25.7. If 1Van1Man are negligent or in breach of contract or otherwise responsible for damage or loss to your premises, we will pay you:

25.8. Either the cost of repairing the damaged premises to a maximum of £50 or…

25.9. Up to a maximum of £50 on each premises

25.10. Notwithstanding any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

25.11. Death or personal injury resulting from our negligence

25.12. Fraud or fraudulent misrepresentation

25.13. Action pursuant to section 2(3) of the Consumer Protection Act 1987

25.14. Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability

25.15. The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any transaction that may be conducted on or through the Website including but not limited to implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.

25.16. We will not be liable if the Website is unavailable at any time.

25.17. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.

25.18. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage resulting from action taken in reliance on material or information contained on the Website.

25.19. We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a

distributed denial-of-service attack, any viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or as a result of your downloading, streaming or otherwise accessing any Digital Content supplied on the Website or from any website linked to it.

25.20. We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.

25.21. We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent misrepresentations) or otherwise for:

25.22. any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any loss related to your business, the extent of which was not foreseeable at the time of the contract); or

25.23. any loss of goodwill or reputation; or

25.24. any special losses or losses not normally reasonably foreseeable at the time of the contract; or

25.25. any loss of data; or

25.26. wasted management or office time; or

25.27. any other loss or damage of any kind suffered or incurred arising out of or in connection with the provision of any matter under these Conditions and/or the Contract and/or the use of this Website or any aspect related to your agreement to purchase the Services even if such losses are foreseeable or result from a deliberate breach of these Conditions by us that would entitle you to terminate the Contract between us or as a result of any action we have taken in response to your breach of these Conditions. Without prejudice to the terms of this clause and in the event that we are unable to rely upon it, our liability for all and any losses you suffer as a result of us breaking the Contract, whether or not deliberate, including those listed in other clauses is strictly limited to the total of the price of and any delivery charges you paid for the Services.

25.28. You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited

25.29. to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information with your authority.

25.30. This clause does not affect your statutory rights as a consumer, nor does it affect your contractual cancellation rights.

26. **Exclusions of Liability - 1Van1Man shall NOT be liable for:**

26.1. Damage or loss caused by fire.

26.2. Damage or loss where the goods have been packed by yourself or others. We cannot be held responsible for damaged items in boxes that have been packed by you (the customer) or a third party that have not packed the goods properly.

26.3. Damage or loss caused by a change in atmospheric conditions including (but not limited to) mildew, tarnishing, dampness, mould, corrosion or gradual deterioration.

26.4. Loss or damage caused by moths, vermin or other infestations.

26.5. Damage or loss caused by or from goods with inherent defects or any inherent vice.

26.6. Claims resulting from difficulties or hindrance in obtaining petrol or other supplies, invasion act of foreign enemy, war, hostilities, terrorist acts, riots, civil war, rebellion, revolution, insurrection or civil commotion of any kind;

26.7. Any claims for loss of use, enjoyment, amenity, profits, or any other indirect loss that was not brought to 1Van1Man's attention in writing at the time this contract was made.

26.8. Any injury to you (the customer) or anyone assisting with the removal. By signing these terms you agree to let 1Van1Man do all the work. You must not do anything that could cause injury or accident to yourself and others. For this reason you (the customer) must not help in any way with the removal.

26.9. 1Van1Man are unable to give customers a lift to any location, irrespective of distance. We are not insured for passengers and cannot give lifts to customers or any other third parties.

26.10. 1Van1Man will refuse to undertake the move if we feel conditions pose a threat to the health and safety of our staff. Such conditions include, but are not limited to: soiled or bloodstained mattresses, pet or human excrement or urine or any other conditions (including dangerous access points) we feel pose a threat in any way.

26.11. We are not liable for parking charges as a result of a controlled parking zone, or any other parking charges associated with your move.

27. **Removal Delays**

27.1. Occasionally we may be late. Sometimes this is unavoidable due to traffic, staffing problems, road works etc. If we are running late or are having difficulty finding your home we will contact you directly. We cannot offer discounts under these conditions. We will endeavour to move you in the shortest time possible using one or two vans.

27.2. **Keys:** If the provision of keys is delayed or we cannot gain entry to all agreed areas, we have the right to charge for waiting time. This will be charged at the same hourly rate as the removal. If you;ve been provided with a fixed price, a charge of £45/hour will be made.

27.3. **Chains:** Any chains involved must be declared beforehand so 1Van1Man can plan ahead. If you have booked a fixed number of hours and we are delayed because of the chain failing (regardless of who in the chain is to blame) we will charge you the agreed hourly rate (or £45/hour if you have been given a fixed price) for the duration of the removal or alternatively put your property into storage, if this happens we will charge you handling and storage costs. 1Van1Man cannot be held liable if you are not moved for a certain time, or if we have to make multiple trips.

27.4. **Loading/Unloading Issues:** If we are unable to load or unload your items through no fault of our own we reserve the right to charge our standard hourly rate. This is quoted as £45/hour for the Yorkshire area and £50/hour for London and anywhere else in the UK, Ireland or Europe.

27.5. **House Swaps:** If your removal is a mutual exchange or house swap we cannot be held responsible for delays either at the pickup or destination address if the home is still occupied. The same applies if we cannot load or unload items or are delayed by any other problems. In this instance, we will charge our hourly rate of £45/hour (this is for additional time only) on top of any fixed price you were originally quoted.

27.6. 1Van1Man will normally call you the day before your removal in order to confirm the job with you. It is therefore essential that you supply 1Van1Man with either a working land line (or neighbour's phone number) or mobile number in case your land line has been cut off. Delays may result in your removal if you fail to comply with this request.

28. **Insurance**

28.1. 1Van1Man strongly recommend you take out goods in transit insurance. Whether or not to take this cover out is your decision. However, if you do not take out insurance we cannot be held liable for any damage to your property. If you have arranged for your home contents insurance to cover your removal it would be wise to double check you are adequately

covered. Should you wish to take out insurance with 1Van1Man, we will normally charge an additional fee based on the contents of your goods. If you do take out goods in transit insurance the following terms and conditions will apply. You should, however, read all our terms and conditions as some information will be covered in other sections and will apply regardless of whether goods in transit insurance was purchased.

28.2. **Flat Pack Furniture:** If your furniture was purchased flat packed, please ensure it is disassembled and packed to minimise damage. We cannot be held accountable for any flat pack furniture damaged in transit.

28.3. **Furniture Assembly: W**here furniture has not been assembled correctly (or is faulty) such as shelf tops not being glued, missing screws etc 1Van1Man cannot be held responsible for damage caused. If in doubt we recommend you dismantle these items.

28.4. **Plants and livestock:** We recommend you make alternative arrangements for plants and livestock as these are not covered in our goods in transit insurance.
Missing Items: On completion of your removal please ensure that everything is accounted for and that nothing has been left at either the previous property or the van. This is your responsibility. We are not responsible for lost or missing items if you leave goods at your previous address or fail to tell 1Van1Man immediately after your removal.

28.5. **Hazardous Items:** We cannot carry anything we deem to be hazardous such as paint, gas canisters, fuel etc as this will void any claim in the event of an accident.

28.6. **Claims Excess:** In the event of any claim you will be required to pay the first £250 of any claim.

28.7. **Self Packed Boxes:** Boxes packed by yourself are not covered on our goods in transit insurance. Only boxes that are professionally packed by 1Van1Man will be covered.

28.8. **Theft:** During long walks to and from the van(s) or when we are unable to stay with our van while working, it is your responsibility to have a competent person to guard your property while we unload. If needed, we can supply a third man to do this at an additional cost.

28.9. **Cosmetic Damage:** Cosmetic damage such as dents, scratches, chips etc are not covered on our goods in transit insurance. However, we will repair minor damage at our own expense or provide you with a discount. In some cases, we may issue a full refund. This is at our discretion

28.10. **Exceptions:** Any insurance you have taken out with 1Van1Man will be void if you claim under the following circumstances: civil unrest, riots, war, extreme weather conditions, acts of god or van hijacking.

28.11. **Damage:** Please ensure access is clear from obstructions, clutter, nails in floors, walls or other sharp objects that could catch soft furnishings. If doors or banisters etc had to be removed to get your furniture in your home then please either tell us or have these items removed beforehand. Failure to take our advice could invalidate any possible claim. In the rare event of any damage caused to your property due to our negligence, we will repair or replace if possible up to the value of £150. If any damage exceeds this amount you will be required to pay the excess, if you decide to claim on our goods in transit insurance. Any damage must be reported before our team leave your home. We cannot consider damage claims made in the days or weeks following your move.

28.12. **Long distance removals:**
If you are moving long distance or overseas 1Van1Man are not responsible for any extra charges you may incur such as bed and breakfast, child care, loss of wages or any other monies lost.

28.13. We cannot sign an inventory to attest what is inside each box unless we packed that box ourselves.

29. Moving Conditions

29.1. **Dismantling of Furniture:** If you require furniture to be dismantled please inform us in advance so that we know what is to be dismantled. We will not dismantle anything we feel will cause damage to your furniture, unless explicitly told to do so by yourselves.

29.2. For removals which have been given a fixed price we will make a charge of £45/hour if you do not advise us of this dismantling from the onset.

29.3. **Dangerous Removals:** Once a quote has been given we reserve the right to visit and inspect either properties at any time. We also have the right to refuse or stop work at any time if we feel the work you have asked us to do may endanger life in any way. This includes moves that are part finished; you will be solely responsible for moving the remainder of your goods under these circumstances and pay any additional costs. If a third party is used, you will also be liable to pay any outstanding costs as explained in our payment terms and conditions.

29.4. **Pianos and Heavy Objects:** If your move includes a piano or other heavy object we require notice long in advance, especially if there are stairs involved. In the event that you do not, we may have to charge you extra for hiring extra hands on short notice.

29.5. **Assistance With Removals:** We do not advise customers help with loading or unloading, unless prior booking of our You-Load service (see our website for details). 1Van1Man cannot be held liable for injury caused to anybody whatsoever if these conditions are not adhered to. We will not be liable for any damage done to your belongings under these circumstances.

29.6. **Access Problems:** If we cannot move a piece of furniture due to alterations to your property, it is your responsibility to hire a third party to make any those adjustments (widening door frames, removing windows etc).

29.7. We will not move anything if the access is extremely awkward or dangerous, or if we feel damage will be caused to your property unless you explicitly tell us to do so. We advise against anything that could damage your property, and cannot be held liable if you decide otherwise and damage is caused under these circumstances.

29.8. It is your responsibility to ensure heavy and awkward furniture is flat packed whenever possible (if your furniture was flat packed when you purchased it then please ensure it is flat packed prior to our arrival). Boxes should weigh no more than 25 kilos. We may refuse to lift boxes heavier than this weight as injury or damage. It is essential that you disclose any information regarding stairs, awkward access, or long walks to the van etc prior to our arrival. Failure to do so may result in extra been charged at the end of your removal. Please make sure that access into your new property can accommodate your goods. We are not responsible for any items that will not fit into your new home such as furniture, pianos, bed frames etc.

29.9. **Children & Pets:** Please ensure pets and children are kept well away during your removal as injury can occur. This is your responsibility.

29.10. **Delicate Items:** You must tell 1Van1Man in advance if you have delicate items as this may require special packing. Failure to do so may invalidate any insurance you have purchased from us.

30. Overseas Removals

30.1. All terms and conditions in this document apply to overseas removals. However, please take specific note of the following terms for overseas/european removals:

30.2. **Drugs and illegal items:** By signing these terms and conditions you agree that the items we move on your behalf are free from drugs, arms, or any other illegal items. Illegal items refers to and includes any items which may be legal in the UK but not legal in any country we are going to or passing through. It is your responsibility to find out if your possessions are legal or not. This contract will be terminated immediately if you (the customer) breach this condition.

30.3. **Identification:** We will require either a copy of your passport or will need to see your passport and make a note of your passport number before we leave the country and embark on the removal.

30.4. **Communication:** It is essential that you provide a means of communication such as a phone, mobile, sms, fax, or e-mail. 1Van1Man are not responsible for any delays in your removal due to lack of communication.

30.5. **Address:** It is your responsibility to inform us of any access problems such as narrow lanes, streets etc, or your address not being on a map - digital or print. We may charge extra if delays result from lack of information that you should have provided from the beginning of the removal.

30.6. **Delays:** Overseas removals are can be especially complicated; we will be stopped regularly, and the van may even have to be unloaded then reloaded. We may have to travel thousands of miles, and if we are using a 7.5 tonne vehicle we will have to comply with the tachograph laws for each country. Because of these uncontrollable factors we can NEVER give you an exact time of arrival, only an estimated time of arrival based on our knowledge and experience.

31. Reviews

31.1. You acknowledge that any review, feedback or rating which you leave may be published by us on the Website and you agree that it may be displayed for as long as we consider appropriate and that the content may be syndicated to our other websites, publications or marketing materials.

31.2. You undertake that any review, feedback or rating that you write shall:

31.3. Comply with applicable law in the UK and the law in any country from which they are posted

31.4. Be factually accurate

31.5. Contain genuinely held opinions (where applicable)

31.6. Not contain any material which is either defamatory, threatening, obscene, abusive, offensive, hateful, inflammatory or is likely to harass, upset, annoy, alarm, embarrass or invade the privacy of, any person or be deceiving

31.7. Not promote or advocate an unlawful act or activity, discrimination, sexually explicit material or violence

31.8. Not infringe any trademark, copyright (including design rights), database right, or other intellectual property rights of any other person or breach of any legal duty you owe to a third party

31.9. Not be used to impersonate any person, or to misrepresent your identity

31.10. You agree to indemnify and hold us harmless against any claim or action brought by third parties, arising out of or in connection with any review, feedback or rating posted by you on the Website, including, without limitation, the violation of their privacy, defamatory statements or infringement of intellectual property rights.

31.11. You grant us and our affiliate companies a non-exclusive, royalty-free worldwide license to use or edit any reviews posted by you.

31.12. We reserve the right to publish, edit or remove any reviews without notifying you.

32. Termination

32.1. We reserve the right to terminate an agreement formed with you pursuant to agreement and to suspend or terminate your access to the Website immediately and without notice to you if:

32.2. You fail to make any payment to us when due

32.3. You breach these Conditions (repeatedly or otherwise)

32.4. You are impersonating any other person or entity

32.5. When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity

32.6. We suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website

33. Events outside our control

33.1. We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident outside of our control ('Event Outside Our Control'), which, without limitation, includes:

33.2. A strike, lock-out or other industrial action

33.3. Shortages of labour, fuel, power, raw materials where we could not take reasonable action to obtain alternative supplies in time to perform this contract

33.4. Late, defective performance or non-performance by suppliers where we could not by taking reasonable action obtain alternative supplies in time to perform this contract

33.5. Private or public telecommunication, computer network failures or breakdown of equipment

33.6. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war

33.7. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions

33.8. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport

33.9. Acts, decrees, legislation, regulations or restrictions of any government

33.10. Other events, beyond our reasonable control

33.11. Our performance will be deemed to be suspended for the period that the Event Outside Our Control continues, and we will have an extension of time for performance for the duration of that period. We will use reasonable endeavours to minimise any delay caused by the Event Outside Our Control or to find a solution by which our obligations may be performed despite this event. We shall promptly notify you of any Event Outside Our Control giving details of it and (where possible) the extent and likely duration of any delay.

33.12. Where an Event Outside Our Control prevents us from performing our obligations to you within 25 days from the date we sent you the Confirmation Notice, either you or we may terminate the Contract by giving 5 days written notice to the other.

33.13. The Contract will terminate 5 days after service of this written notice of termination unless you notify us in writing before the expiry of those 5 days that you will extend the time for performance of this Contract to a specified date.

33.14. If the Event Outside Our Control prevents us from performing our obligations to you by the date to which you specified, the contract will terminate on the date you specified.

33.15. If the Contract is terminated due to an Event Outside Our Control, we will refund you any money you have paid to us under the Contract.

34. Privacy policy

34.1. In order to monitor and improve customer service, we sometimes record telephone calls.

34.2. We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998 (as amended).

34.3. You can find full details of our Privacy Policy on the Website.

35. Third party rights

35.1. Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

36. External links

36.1. To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

36.2. The privacy practices of such websites

36.3. The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources

36.4. The use which others make of these websites; or

36.5. Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources

37. Linking to the Website

37.1. You must not create a link to the Website from another website, document or any other source without first obtaining our prior written consent.

37.2. Any agreed link must be:

37.3. To the Website's homepage

37.4. Established from a website or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which it is hosted

37.5. Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it

37.6. Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists

37.7. We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

37.8. We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

38. Notices

38.1. All notices given by you to us must be given to us via email using info@1van1man.com.

38.2. Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

39. Entire agreement

39.1. The Contract represents the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

39.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.

39.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

40. General

40.1. We reserve the right to change the domain address of this Website and any services and availability at any time.

40.2. Any prices and descriptions supersede all previous publications. All product descriptions are approximate.

40.3. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.

40.4. All Contracts are concluded and available in English only.

40.5. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

40.6. A waiver by us of any default shall not constitute a waiver of any subsequent default.

40.7. No waiver by us of any of these Conditions or of any other term of a Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

40.8. Any Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

41. Governing law and jurisdiction

41.1. The Website is controlled and operated in the United Kingdom.

41.2. Every purchase you make shall be deemed performed in England and Wales.

41.3. The Conditions and any Contract brought into being as a result of usage of this Website will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.