

Terms and Conditions

These trading conditions set out the rights, responsibilities and obligations of both parties within the contract for services entered into with AnyVan.

Word definitions (partner, booking, anyvan, quote, services, goods, us/we, urgent price option)

1. These Terms

1.1 What These Terms Cover.

These are AnyVan terms and conditions on which we supply our Services to you.

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 and the contract between you and AnyVan.

2. Information About And How To Contact AnyVan

2.1 Who AnyVan Are.

Anyvan Limited is a registered company, established 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 AnyVan.

You can contact our Customer Care Team by telephone on 020 3857 7434, by writing to us at AnyVan, 5th Floor, The Triangle, 5-17 Hammersmith Grove, London, W6 0LG, by email to info@anyvan.com or via our website www.anyvan.com.

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 upon your booking or by text message.

3. Our Contract With You

Your Booking.

AnyVan will supply you with price options dependent on your move requirements. The information you provide is what forms the quote - any alteration to this may subsequently alter price. Accepting the quote that

best suits your needs and supplying AnyVan with your payment details starts a contract between you and AnyVan.

3.1 The AnyVan Quote; Inclusions & Exclusions

(a) AnyVan quotes reflect the information provided upon booking and will vary depending upon when they are requested and the desired completion date.

(b) AnyVan will accept amendments up to three days prior to the date that Services are required. You may incur additional charges. Please visit our additional pricing brochure.

(c) For any amendments made less than three days prior to the date that Services are required, you will incur additional charges.

(d) Additional charges apply if the Services required and subsequently booked differ upon the arrival of the AnyVan Partner.

(e) Fees or taxes payable to any governmental bodies (if moving goods abroad), customs duties or port storage charges are not included in your quote. AnyVan is not responsible for their purchase.

3.2 If AnyVan Does Not Accept Your Booking Request.

If AnyVan is unable to, or decides not to accept your booking request, you will be notified in writing or by telephone. Accepting your booking request is at AnyVans discretion.

3.3 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.

4. Our Services

4.1 AnyVan Services

(a) AnyVan will arrive at the address provided and on the date agreed at the time of booking our Services.

(b) AnyVan will knowingly load and deliver only the goods listed upon booking. AnyVan is not liable for goods loaded that were not included in your original inventory.

(c) AnyVan will deliver your goods in the same condition they were in when packed or made ready for transportation. If AnyVan fail under this Clause 4.1(c) please see Clause 9 for information on liability for loss or damage. If you reasonably believe that damage to your goods was caused by AnyVan, written notification, including genuine evidence of the damage and loss of value is required within seven days of the job being completed. Outside of this time frame, AnyVan is not liable. Our liability will be determined in accordance with Clause 9.

(d) The AnyVan quote includes moving costs, staff costs and fuel. Please visit our additional pricing brochure.

4.2 Services AnyVan Do Not Provide

(a) AnyVan will not do anything to put our Partners in danger. For example, AnyVan Partners will not enter premises unless properly lit, floored and where safe access is provided.

(b) In order to adhere to permits and insurance AnyVan will not transport pets or people, except for employees, unless agreed in writing prior to your booking request being accepted.

(c) AnyVan will not agree to do anything they are unqualified for.

(d) AnyVan will not transport illegal, stolen or dangerous goods. This includes goods that in our reasonable opinion present potential danger to our vehicles and/or employees, any other assets, or goods that require specialist knowledge or equipment to transport. AnyVan are within our rights to destroy, dispose of, and to charge you any costs incurred should we transport any such goods without knowledge. AnyVan is required by law to report such goods to the relevant authorities if necessary.

(e) AnyVan will only transport goods which require special licenses or government permissions if you have all relevant documentation. AnyVan requires advance

warning and agreement in writing to transport such goods. AnyVan will not accept any liability for loss or damage to any such goods. If AnyVan suffer any loss by transporting such goods without prior written agreement and/or without knowledge, AnyVan is not liable for loss suffered or damage caused to such goods. You will indemnify AnyVan in full for any charges, expenses, damages or penalties claimed against us. AnyVan may, at our discretion, destroy or dispose of such goods for which you will be liable for the costs.

(f) AnyVan will not store any goods other than in accordance with Clause 4.3 and Clause 11 unless previously agreed in writing prior to or at the time of booking. Additional charges apply for storage of goods and vary depending on duration.

(g) AnyVan will not dismantle or assemble any furniture unless agreed in writing prior to or at the time of booking.

(h) AnyVan will not disconnect, reconnect, dismantle or reassemble appliances, fixtures, fittings or equipment; unless previously agreed upon prior to or at the time of booking.

(i) AnyVan will not take up or lay any carpet or other floor covering.

(j) AnyVan will not move planters and large outdoor pots unless agreed in writing prior to or at the time of booking.

(k) AnyVan will not move any aerials or satellite dishes unless agreed in writing prior to or at the time of booking.

4.3 Additional Services

(a) AnyVan additional services include but are not limited to; premium insurance, packing, disassembly and reassembly of goods, storage, enclosed transportation for vehicles and piano tuning. If you require additional services booking must adhere to the terms detailed in clause 3.1(b)

(b) For information and booking of additional services, please visit our website or speak with one of our

Customer Care Team on 020 3857 7434. If you decide to book additional services they will be covered by these terms. Please visit our additional pricing brochure.

4.4 The Service Provider.

Services will be provided by AnyVan or one of our Partners. AnyVan Partners are approved by our dedicated Partner Management Team. AnyVan Partners are thoroughly assessed for suitability and have to prove their eligibility to work with us by supplying official documentation and having achieved excellent and genuine customer feedback.

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 11.

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 will not transport any goods that require a special licence or government permissions for export and/or import.

5.4 Please see clause 9 and in particular 9.4 for Limitation of Liability.

5.5 Your Quotation will include a time estimate for transit. Times can vary when goods are being transported abroad. 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 our negligence or breach of contract.

6. Customer Obligations

6.1 By entering into this Contract you must comply with the following obligations. If you fail to comply with these obligations, AnyVan is not liable to you.

(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 were to change, you must advise us immediately. Correct and precise addresses for pickup and delivery locations are compulsory.

(c) Suitable parking arrangements for AnyVan 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 AnyVan 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 serviceable lifts are available.

(e) Accessibility information for both premises 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 our Partner will 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 as confirmation that the job was completed, and to a satisfactory standard.

(h) Fridge freezers must be defrosted (AnyVan are not 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, specific to goods remaining, has been agreed.

(j) An accurate list of goods for transportation is required. Amendments can be made but additional charges may apply in accordance with Clause 3.1 (a)-(e).

(k) All goods must be suitably packed prior to the arrival of our Partner. A full packing service is available at an

additional cost. Please visit our additional pricing brochure.

(d) Overdue payments will incur interest on a daily basis that is calculated at 3% per annum above the base rate of Barclays Bank plc.

8. Cancellation & Postponement

8.1 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.

8.2 Postponement & Cancellation By The Customer.

If you wish to postpone or cancel this Contract then AnyVan requires notification as soon as possible in writing. If you cancel by telephone we will write to you confirming cancellation. Postponement and cancellation charges are decided upon in accordance with this Clause 8.2.

(a) If AnyVan receives notice in writing or by telephone no less than three business days before the date that the Services are due, there will be no charge. If you paid in full upon booking our Services, you are entitled to a full refund.

(b) If AnyVan receives notice in writing or by telephone with two or less business days before the date that the Services are due, you will incur a charge worth 50% of the total amount agreed upon booking. If you paid in full upon booking our Services, you are entitled to a refund worth 50% of the total amount agreed upon booking.

(c) If long distance (over 80 miles) or international Services are booked and AnyVan receive notice of cancellation in writing or by telephone no less than five business days before the date that the Services are due, there will be no charge. If you paid in full upon booking our Services, you are entitled to a full refund.

(d) If long distance (over 80 miles) or international Services are booked and AnyVan receive notice of cancellation in writing or by telephone no less than three business days before the date that the Services are due, you will incur a charge worth 50% of the total amount

agreed upon booking. If you paid in full upon booking our Services, you are entitled to a refund worth 50% of the total amount agreed upon booking.

(e) If you postpone or cancel the Services on the day they are due to take place, you will be charged the full amount. If you paid in full upon booking our Services, you will not be entitled to a refund.

(f) If you postpone the Services and immediately re-book, it is at the discretion of AnyVan to reduce or waive some or all of the charges referred to in this clause 6.2.

(g) Urgent bookings for same, or next day services are non refundable.

(h) If you postpone or cancel the Services and as a result of this Clause 8, additional amounts are owed to AnyVan, these will be due immediately.

(i) If you postpone or cancel the Services and have a dispute regarding a payment made to AnyVan, a charge pending or an issue relating to the AnyVan service, you must notify us as soon as possible, and no later than seven days after our Services have been completed, by completing the AnyVan online Payment or Service Dispute Form. ([link to Payment or Service Dispute Form](#))

8.3 Cancellation By AnyVan.

(a) If you breach any term of this Contract then AnyVan are entitled to cancel the Contract.

(b) If AnyVan are unable to perform the Services agreed upon booking, whether through our 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 an Urgent booking, for same or next day services, AnyVan endeavours to confirm your driver details within one hour. If AnyVan is unable to do so, we are not in breach of our Contract but you are entitled to a full refund.

8.4 Refunds:

(a) If AnyVan cancel the Contract in accordance with clause 8.3(a) you will not be entitled to a refund. If AnyVan cancel the Contract in accordance with clause 8.3(b)-(c) then you are entitled to a full refund.

(b) If you cancel the Contract in accordance with clauses 8.2 (a)-(i) any money that is due to be refunded to you will be transferred within three business days of receiving a completed online Refund Request Form (link to Refund Request Form). AnyVan require confirmation of your bank account details within three days of submitting the refund request form. The refund request form must be submitted no later than seven days after the date when notification that you are cancelling the Contract was sent.

(c) If you submit an online Payment or Service Dispute Form for review in accordance with clause 8.2 (i) any money that is due to be refunded to you will be transferred within three business days. AnyVan require confirmation of your bank account details within three days of submitting the Payment or Service Dispute Form.

9. Liability For Loss Or Damage

9.1 If Any Of Your Goods Are Lost Or Damaged. Unless previously agreed in writing, AnyVan's liability is fixed for all claims of loss or damage to goods and/or premises, due to our negligence or breach of Contract, at £40 per individual item. It is your responsibility to provide AnyVan with evidence of the value of goods lost or damaged and proof that the damage was caused by us. If you would like to increase your cover, you can request Premium Insurance in accordance with Clause 10.

9.2 If Your Premises Are Damaged. AnyVan are liable for damage to the premises if we are certain that the damage was caused by us and not by you or a third party. Our liability to you is limited in accordance with Clause 9.1.

(a) If AnyVan damage premises or property other than the goods we are Contracted to transport, as a result of our negligence or breach of Contract, then we are only liable for repairing the damaged area. This liability is in accordance with the limitations of Clause 9.1.

(b) AnyVan is not liable for any damage caused to the premises or your goods if you go against our advice or choose to ignore our reasonable opinion and tell us to do something.

(c) You must advise us in writing, no later than seven days after completion of our Services, if any damage is caused to the premises or your goods upon collection, transportation or delivery. AnyVan is not liable outside of this time.

9.3 AnyVan is not 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) If we load and/or unload goods for you against our advice, we will not be liable for any damage caused as a result.

(h) Damage to any goods or premises not caused by us.

(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.

(j) AnyVan does not transport live animals or plants unless agreed and appropriately organised upon booking. AnyVan is not liable for harm caused to live animals or plants transported without our knowledge.

(k) Damage to your electrical goods unless you can prove it was as a result of our negligence.

(l) Damage if any of your goods were already damaged or had an inherent defect.

(m) Damage if any of your goods are susceptible to damage ie through breakage, internal spoilage, leakage, malfunctions.

(n) Damage to any collections or documentation. These include but are 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 list of goods agreed as part of your Contract with us.

(p) Business loss whatsoever if you are a private customer.

(q) If you are a Business customer, (whether in contract or tort, including negligence) AnyVan will not be liable for interruption to business or loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss or damage to goodwill or any indirect or inconsequential loss.

(r) Loss or damage which occurs after the goods have been handed delivered to you or your representative.

(s) Loss or damage not caused by us or our employees, subcontractors or agents.

(t) Loss which is not reasonably foreseeable.

9.4 Transit Outside Of The United kingdom.

If you require Services outside of the United Kingdom, in addition to the liability provisions in clause 9, AnyVan is not liable for:-

(a) 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 negligence or breach of contract.

9.5 Events Outside Of Our Control.

AnyVan is not liable for any damage or loss if any of the below occur:-

(a) Acts of God

(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.

9.6 We Won't Exclude Our Liability For:Death or personal injury caused by our negligence, fraudulent misrepresentation or liability which under the laws of England and Wales may not be limited or excluded.

9.7 Our Employees:None of our employees or subcontractors are independently liable for any loss, damage, mis-delivery, errors or omissions under this Contract.

9.8 Delays In Transit:

(a) If there is a delay in transit or AnyVan are unable to deliver your goods for reasons not caused by our negligence or breach of Contract, we may store them. You will be liable for any storage re-delivery 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. We will not be liable for any loss suffered by you as a result of this.

10. Insurance

AnyVan covers all jobs under our 'Basic Level' cover insurance up to £50,000 (fire and theft). Our full insurance terms are set out in the Insurance Summary document found adjacent to these business terms.

AnyVan can increase your insurance cover with our Premium package. Please request Premium Insurance upon booking our Services. Premium Insurance is

calculated at 12% of the total amount charged for our Services. Premium Insurance covers your goods to a total of £50,000. You must declare the value of your goods before our Services commence. Goods valued at over £50,000 will need to be considered, and may incur an additional premium. Please refer to www.anyvan.com/insurance-terms-and-conditions

11. Our Rights To Hold The Goods

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

12. Complaints

12.1 Complaints About Our Services.

If you have any complaints about our Services, please complete our online Payment and Services Dispute Form. ([link to Payment and Services Dispute Form](#)) Our Customer Care Team endeavour to review and make any necessary actions within a week of the forms submission.

- (a) To supply our Services to you.
- (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.

12.2 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.

13. How We May Use Your Personal Information

13.1 Your Personal Information.

We will use the personal information you provide to us:

- (a) To supply our Services to you.
- (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.

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

14. Other Important Terms

14.1 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.

14.2 Transferring Your Rights.

You may only transfer your rights or obligations under these terms to another person if AnyVan agree to this in writing.

14.3 Rights Under This Contract.

This contract is between you and AnyVan. No other person has rights to enforce any of its terms unless expressly provided for in these terms.

14.4 The Law And This 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.

14.5 Enforcing This Contract.

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

14.6 Applicable Laws To This Contract.

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