

## 1. Why You Should Read These Terms

1.1 Please read these Terms carefully before you place your booking with DARY SEB Logistics LTD. These Terms include, but are not limited to, explaining who we are, our services and the services provided by our Partners.

1.2 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.

## 2. Using the Website

2.1 Use of and access to our website is allowed on a temporary basis only. We will not be liable if for any reason the site is unavailable for any period of time. We also reserve the right to amend or withdraw the service we provide on our entire site, or any part of it, without prior notice.

2.2 Customers must be at least 18 years of age to use DARY SEB Logistics LTD and must provide up-to-date, valid and complete contact information with a valid email address.

2.3 Please be aware that you are responsible for making all arrangements required for you to access the website and you are also responsible for ensuring that all persons accessing the website via your internet connection are aware of and comply with these terms and conditions.

2.4 You may use the website only for lawful purposes and not in any way that is fraudulent, unlawful or that breaches any relevant law or regulation, whether local, national or international.

2.5 You must not knowingly transmit any data or material that contains viruses or any other harmful programs designed to adversely affect the operation of any computer software or hardware.

2.6 You must not duplicate, copy or resell any part of our website in direct contravention of these Terms and Conditions.

2.7 We retain the right to determine whether there has been a breach of our Terms and Conditions through your use of our website and when a breach has occurred we may take any action we deem to be appropriate.

2.8 We may revise these Terms and Conditions at any time by amending this page. Please, therefore, check this page from time-to-time to take notice of any changes as they are binding upon you when they are made. Some of the provisions contained in these Terms and Conditions may also be superseded by notices or provisions published elsewhere on our site.

2.9 If you have any concerns about material that appears on our website, please contact us at [info@Dary-Seb-Logistocs.co.uk](mailto:info@Dary-Seb-Logistocs.co.uk)

## 3. Updates to our Site

We update our website constantly, however, in the event that any of the material on our site is out of date, we are under no obligation to update such material. We may temporarily suspend access to our website, or close it indefinitely, in order to make any necessary updates.

## 4. Intellectual Property Rights

4.1 We are the owner or the licensee of all intellectual property rights in our website and in the material published on it. Copyright laws are in force and all such rights are reserved.

4.2 You must not use any part of any material on our website for commercial purposes without obtaining a license to do so from us.

4.3 You may print off one copy and may download extracts of any pages from our site for your personal reference but you must not modify the paper or digital copies you have printed off or downloaded in any way.

4.4 You shall not acquire or use the words "DARY SEB Logistics LTD" or any variant that includes the words "DARY SEB Logistics LTD" as a trademark or any related intellectual property.

## 5. Jurisdiction

5.1 The jurisdiction of the English courts shall apply in exclusivity over any claim arising from, or related to, a visit to our website. We also retain the right to bring proceedings against you for breach of these Terms and Conditions in your country of residence or any other relevant country.

5.2 These Terms and Conditions and any dispute or claim arising out of, or in connection with them, shall be governed by and construed with the law of England and Wales

## 6. Call Recording

Occasionally calls may be recorded for training purposes and we reserve the right to use these records in the unfortunate event that a dispute arises

## 7. Collection/Delivery

**MUST GET CUSTOMER PAPERWORK CLEARLY SIGNED & FULL NAME**  
**Take a photo of where the goods have been Loaded/Delivered**

## 8. Cancellations

### Charges

**Waiting Time: Vans - The first 30 minutes FREE after £15/half an hour / Lorry The first 30 minutes FREE after £20**

**Loading Time: Vans - The first 30 minutes FREE after £15/half an hour / Lorry The first 30 minutes FREE after £20**

**Cancellation: £25.00 for Small Van - £35.00 for LWB / XLWB - £45.00 for Luton Van - £150.00 Lorry 7.5T /18T**

**Other: £15 - £65 HAND BALLING -/- 7.5t & 18t - 50% of job price if vehicle on way or on site of pickup**

There is no "relaxation" period after booking, and our cancellation policy applies immediately after booking confirmation.

If you cancel your reservation within 24 hours of booking, you will need to pay a booking cancellation fee, any amount will be used as a driver cancellation fee as you will not be able to receive any further booking confirmation for the time you reserved it for him.

If you choose to freeze (postpone) the reservation and then request to cancel it at a later date, please note that it will be canceled according to the original date and reservation.

If your booking cannot continue due to van size issues or other unforeseen issues that are beyond the driver's control, you will be charged a cancellation fee for the driver.

If you are not present at the collection address, no person nominated by you is present and you are not contactable by the driver or by DARY SEB Logistics LTD, the driver will wait 30 minutes for free, after which time waiting fees will be charged.

If a driver participates in a reservation and the customer is not present, no person designated by the customer is present and the customer cannot be contacted by the driver or DARY SEB Logistics LTD, the driver must take pictures with the collection / delivery address to present evidence. In the event of a subsequent dispute, the driver will rely on his photographic evidence to prove his presence at the booking.

The regulations on consumer contracts (information, cancellation and additional charges) of 2021 do not apply to service contracts that provide for the transport of goods on a certain date or period of execution.

## 9. Goods in Transit Insurance

Service providers' goods in transit insurances are insured up to a minimum of £10,000.

Please remember any claim for damage carries a £250 excess and our maximum claim per item is £500. Extra insurance for high-value goods can be arranged by calling our Customer Service.

In the event of a driver change, the insurance cover applied will be that of the service provider attending the booking.

## 10. Your Responsibilities

Information and other materials posted on our website are not intended to amount to advice upon which reliance should be placed. We disclaim all liability and responsibility arising from any reliance placed on such materials by any user of our website.

## **10. Van Sizes:**

It is entirely the customer's responsibility to choose the correct size vehicle. Our Customer Services Team can give you all the relevant measurements to help you make the right choice or you can view our Size Guide.

## **11. Parking**

Suitable parking arrangements for the service provider will be made by you, the customer, 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 service provider if fines or penalties are incurred as a result of your failure to make said arrangements.

## **12. Links on our Website**

Our website contains links to other websites and resources provided by third parties. These links are provided for your information only and we have no control over the contents of those sites or resources. We therefore accept no responsibility for those sites or resources or for any loss or damage that may arise from your use of them.

## **13. No Agency**

Nothing contained herein shall create, or deemed to create, any agency, joint venture or partnership relationship between DARY SEB Logistics LTD and you whatsoever and you should not hold yourselves out as implying any such relationship with us.

## **14. Privacy**

14.1 Your privacy is very important to us and we will only distribute your personal details to trusted driver members and third party companies. Any details we hold for you are held on an encrypted server and will be deleted after 6 months.

14.2 By using our website you warrant that all information provided by you is up-to-date and accurate.

14.3 We will only use your personal information in the following ways:

- \* when arranging service providers to physically carry out your move and to provide the services expressly stated as the obligations of DARY SEB Logistics LTD in these Terms;
- \* to process your payment for the services;
- \* as you agreed upon booking with us, to give you information about similar services that we provide;
- \* we will only give your personal information to [other] third parties where the law either requires or allows us to do.

## **15. Congestion Charge/T Zone**

24.1 If you are traveling within the congestion charge zone on a weekday (Mon to Fri) between 07.00am and 18.00pm this will add £15.50 to the total of your Quote.

## **16. Delays**

All of our service providers do their very best to be on time, but there may be delays caused by circumstances out of our control (for example, weather, traffic, etc). We do not accept responsibility for any customer losses due to out of our control pick-up/delivery delays. In the event of delay, you will be contacted prior to your pick up time by the driver or DARY SEB Logistics LTD service and kept up to date with an estimated time of arrival.

## **17. If DARY SEB Logistics LTD does Not Accept your Booking Request.**

17.1 If DARY SEB Logistics LTD is unable to find a service provider who will undertake the service, or such service provider decides not to accept your booking, you will be notified as soon as possible in writing or by

telephone. DARY SEB Logistics LTD will use its reasonable endeavors to try and find another service provider to undertake the booking.

17.2 If for any reason your original driver is unable to complete your booking, we undertake to find you a replacement service to honour your booking. Any replacement service will be of equivalent insurance level to the original driver.

17.3 By booking with us you accept that you may incur a driver change.

17.4 Accepting your booking request is at DARY SEB Logistics LTD and / or its service provider's discretion.

## **11. Non-Attendance**

In the highly unlikely event the DARY SEB Logistics LTD driver does not arrive at your pick up address as arranged, please contact our Customer Support Team immediately.

## **12. Losses/Damage**

20.1 We do not accept responsibility for damaged or lost property once the job is complete and payment is made.

20.2 In the unlikely event of any damage to your items, we have strict conditions placed on us by our insurance company. All damage or loss must be reported within 24 hours of the completion of your booking.

20.3 If reporting damage to goods which have been placed in storage and which only becomes evident on the goods being removed from storage, proof must be submitted that no third party has had access to the storage unit in the intervening period. This can be obtained on request from the storage unit Manager.

20.4 It is essential that you have original dated photos of the item(s) concerned. Please note that any damage claims made after the 24 hour period expires will not be considered.

20.5 Any estimates in relation to replacement/repair of damaged goods or property must be provided within 28 days of the delivery date. Estimates provided beyond this time cannot be considered.

20.6 The service provider will not be held liable for damage if it is determined that your goods were already damaged, or had an inherent defect.

20.7 Please note that without photographic evidence that goods were undamaged prior to your delivery, we are unable to compensate for scratched furniture, walls or flooring. (This is due to the difficulty in assigning liability for such damage in the absence of definitive proof).

20.8 No complaint will be considered if the booking has not been paid in full.

20.9 No complaint will be considered if raised more than 28 days from the date of the booking.

20.10 If multiple bookings have been made by a customer and any of those bookings remains unpaid in full, no complaint can be considered on any subsequent booking until that debt has been discharged.

20.11 Any complaint under investigation will be considered void if the customer fails to respond to correspondence from us for a period in excess of 28 days.

20.12 Any refund offer expires if not accepted within 28 days of the date that it was first offered.

20.13 Your driver may ask you to sign a disclaimer if he feels your items are either not protected adequately or could be damaged in the move for other reasons which are beyond his control. Please remember any claim for damage carries a £250 excess and our maximum claim per item is £500. Extra insurance for high-value goods can be arranged by calling our Customer Service.

20.14 Ikea/Argos Like products

Please note that DARY SEB Logistics LTD and its drivers will not take any responsibility for any damage or breakages involving any Ikea or Argos products of any type. This is due to the poor standard of construction and the one-off build design of their products. (If you are unsure if the type of product is covered please email customer services)

## **13. Money Back Guarantee**

We will send out service providers equipped for the booking based on the information you have provided to us. We will be unable to refund in the instance that inaccurate information has been provided preventing us from being able to fulfill your delivery.

## **14. Complaints procedure**

DARY SEB Logistics LTD operate a fair and robust complaints procedure and will do everything in our power to resolve any complaint. By confirming a booking with us the customer agrees that no outside negative third party feedback will be left against DARY SEB Logistics LTD until a period of 28 days has elapsed since the complaint was first brought to our attention in writing via email.

Any offer of mediation expires 28 days from the date first offered if not taken up within this period.

No complaint will be considered if raised more than 14 days from the date of the booking.

In the event that a complaint cannot be resolved, and upon request of a service provider, DARY SEB Logistics LTD agree to issue Court Proceedings for an amount in dispute in excess of £500 on behalf of the service provider. The service provider retains sole responsibility for the claim and any subsequent counter claim.

DARY-SEB Logistics LTD