
TERMS AND CONDITIONS (B2C)

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to the hire of MOVING BOXES and any other add-on MOVING EQUIPMENT by JKEN Enterprises Limited, [trading as BoxMyStuff,] a Private Limited Company [registered in England under number 10505578] [,whose registered address is 22 Paxton Road, Fareham PO14 1AB and] whose main trading address is Cams Hall, Fareham PO16 8AB
- B. where You are hiring Moving Boxes and Equipment as a “Consumer” as defined in Clause 1 of these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“Business Day”	means, any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Consumer”	means a “Consumer” as defined by the Consumer Rights Act 2015, that is to say an individual who hires Moving Boxes and Equipment for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
“Contract”	means the contract for the hire of the Moving Boxes and Equipment by You from Us, as explained in Clause 3;
“Deposit”	means the sum payable at the time of Your Order that is required to secure your Order;
“Moving Boxes”	means moving boxes and any add-on equipment supplied by Us and hired by You subject to these Terms and Conditions;
“Hire Period”	means the period for which You will hire the moving boxes
“Month”	means a calendar month;
“Price”	means the total price payable for the hire of the moving boxes;
“Order”	means Your order for the moving boxes;

“Order Confirmation”	means Our acceptance and confirmation of Your Order as described in Clause 3;
“Security Deposit”	means the sum payable under sub-Clause 7.5 to cover the non-return, loss, theft or non-accidental damage of the moving boxes;
“We/Us/Our”	means JKEN Enterprises Limited [, trading as BoxMyStuff,] a Private Limited Company [registered in England under number 10505578] [,whose registered address is 22 Paxton Road, Fareham PO14 1AB and] whose main trading address is Cams Hall, Fareham PO16 8AB
“You”	means you, the hirer of the moving boxes.

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, [text message,] fax or other means.
- 1.3 Each reference the singular number shall include the plural and vice versa where appropriate.

2. Information About Us

- 2.1 JKEN Enterprises Limited [, trading as BoxMyStuff,] is a Private Limited Company [registered in England under number 10505578] [,whose registered address is 22 Paxton Road, Fareham PO14 1AB and] whose main trading address is Cams Hall, Fareham PO16 8AB.
- 2.2 [Our VAT number is 336681286.]

3. The Contract

- 3.1 These Terms and Conditions govern the hire of Moving Boxes from Us and will form the basis of the Contract between Us and You. Before completing Your Order, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and You will be created upon Our acceptance of Your Order, indicated by Our Order Confirmation, and Your payment. Order Confirmations will be provided in writing by email.

4. Moving Box Details

- 4.1 We use all reasonable endeavours to ensure that Moving Boxes are regularly maintained, cleaned, repaired and safety checked, and/or replaced as necessary.

- 4.2 We will advise You how to correctly use the Moving Boxes either when we deliver them to you or by way of a how-to leaflet supplied with the boxes.

5. Your Order and Rules of Hire

- 5.1 When making Your Order, You will be required to supply the following information:
- 5.1.1 Your contact Information, email, phone number;
 - 5.1.2 The address for us to deliver the moving boxes to at the start of the hire period.
 - 5.1.3 The address for us to collect the moving boxes from at the end of the hire period.
 - 5.1.4 Your acceptance of these terms and conditions by way of a check box on the order page.
- 5.2 The following rules apply to Your hire and use of Moving Boxes:
- 5.2.1 You must only use the boxes for the purpose in which we hire them;
 - 5.2.2 When stacking the boxes, you must ensure the lids are correctly closed.
 - 5.2.3 You must not allow liquids or paints to spill in the boxes.
 - 5.2.4 You must protect your belongings so they are unable to damage the Moving Boxes. Examples include, wrapping sharp objects, sealing tins of paint correctly.
 - 5.2.5 You must NOT write on or stick labels on the Moving Boxes. Labels will be supplied to write on which slot into the label holder on the side of the box.
 - 5.2.6 The Moving Boxes must be returned empty and clean.

6. Hire Period

- 6.1 The Hire Period shall be chosen in Your Order and confirmed in Our Order Confirmation.
- 6.2 Unless it is expressly stated otherwise, the Hire Period begins when we deliver the Moving Boxes to you on the first day of the Hire period and ends when we collect the Moving Boxes from you on or after the final day of the Hire Period.
- 6.3 Unless We expressly agree otherwise (and confirm that agreement in writing), no Hire Period may exceed 6 weeks.
- 6.4 You may extend the Hire Period by contacting Us via email, WhatsApp, or telephone. Extended Hire Periods shall be charged at [Our normal advertised rate for the number of Moving Boxes or package you have hired].

7. Fees and Payment

- 7.1 When placing Your Order, You will be required to pay the full cost of your chosen package.
- 7.2 The Price for the Moving Boxes will be that shown in our pricing page on our website current at the time of Your Order.

- 7.3 We may, from time to time, offer special prices, discounts and other promotional offers. Any such special prices will be valid only for the period advertised. Orders placed during such a period will be accepted at the special price even if We do not accept the Order until after the period has expired.
- 7.4 All Prices include VAT at 20%. If the rate of VAT changes between the date of Your Order and the date of Your payment of the Price, We will adjust the rate of VAT that You must pay. Changes in VAT will not affect any Prices where We have already received payment in full from You.

8. Cancellation

- 8.1 You may cancel Your Order at any time before the start of the Hire Period subject to the following:
- 8.1.1 For Orders cancelled more than 24 hours before the first day of the Hire Period, there will be no charge and payment will be refunded in full.
- 8.1.2 For Orders cancelled less than 24 hours before the first day of the hire period a charge of £25 will be made and the balance refunded.
- 8.1.3 For Orders where you need to reschedule the first day of the hire period to another day, [for example where your moving date has changed] there will be NO charge.
- 8.2 We may, at Our sole discretion, reduce or waive any of the charges detailed above if Your cancellation is due to exceptional circumstances.

9. Delivery, Hire and Return

- 9.1 The Hire Period begins when we deliver the Moving Boxes on the date stated in the Order Confirmation.
- 9.2 You should check the Moving Boxes at the time of delivery. If there are any items missing or if there is any visible damage to the Moving Boxes, You should inform Us immediately, before the driver leaves. We will use all reasonable endeavours to replace missing items or damaged Moving Boxes.
- 9.3 We are required by law to provide consumers with goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by Us. If You discover any damage (pre-existing) or fault with the Moving Boxes during the Hire Period, please inform Us as soon as is reasonably possible. We will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing you any inconvenience, We will repair the Moving Boxes. If We are unable to replace or repair the Moving Boxes, or if You would prefer to reject the damaged or faulty Moving Boxes, whether before or after a repair or replacement (if the replaced or repaired Moving Boxes is still damaged or faulty), We will offer you a refund equal to the remaining, unused part of the Hire Period pro-rated for the number of faulty Moving Boxes. Any refund due to You will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which We agree that You are entitled to a refund. Refunds will be made using the same payment method originally used by You unless you specifically request a different method.
- 9.4 The Hire Period ends when we collect the Moving Boxes on or after the date

stated in the Order Confirmation. Any Moving Boxes returned late without our agreement will incur an excess charge of £1 per Moving Box, per day (with the first day taking effect at 00:00 on the day following the date stated in the Order Confirmation.) Moving Boxes may be returned early, however We are unable to issue any refunds of any kind for early returns that do not fall under sub-Clause 9.3.

10. Loss and Damage

- 10.1 You are responsible for, and will be required to indemnify Us for, any loss or damage which may occur to the Moving Boxes.
- 10.2 Any charges due under this Clause 10 will be payable either when you inform us of the loss or damage or at the end of the hire period when we collect the Moving Boxes.
- 10.3 You will not be responsible for any pre-existing damage to the Moving Boxes that has already been identified under sub-Clause 9.2 at the time of collection, or for any damage or faults that are discovered under sub-Clause 9.3
- 10.4 Full details of all charges are available on request. Lost or damaged boxes are charged at £25 each.

11. Our Liability

- 11.1 We will be responsible for any foreseeable loss or damage that You may suffer only as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable only if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is formed. We will not be responsible for any loss or damage that is not foreseeable.
- 11.2 [In any event, Our total liability under these Terms and Conditions shall be limited to the value of the Contract between Us and You, that is, the total Price payable by You.]
- 11.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 11.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability with respect to Your legal rights as a consumer. For more information on your legal rights and on the remedies you may be entitled to if something goes wrong, please [contact Us] **AND/OR** [contact your local Citizens Advice Bureau or Trading Standards Office.].

12. Events Outside of Our Control (Force Majeure)

- 12.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable

control.

12.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

12.2.1 We will inform You as soon as is reasonably possible;

12.2.2 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability as necessary;

12.2.3 If the event outside of Our control continues for more than 30 days We will cancel the Contract and inform You of the cancellation in writing;

12.2.4 If an event outside of Our control continues for more than 30 days and You wish to cancel the Contract, You may do so by informing us in writing;

12.2.5 If the Contract is cancelled under this Clause 13 before the Hire Period begins, any and all sums You have paid to Us will be refunded in full. Other provisions in these Terms and Conditions regarding the retention of sums paid shall not apply.

13. Communication and Contact Details

If You wish to contact Us with questions or complaints, You may contact Us by telephone at 01329 273007, by email at info@boxmystuff.co.uk, or by pre-paid post at BoxMyStuff, Cams Hall, Fareham PO16 8AB.

14. Complaints and Feedback

14.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

14.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from our website.

14.3 If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Moving Boxes, please contact Us in one of the following ways:

14.3.1 [In writing, addressed to The Directors, BoxMyStuff, Cams Hall, Fareham PO16 8AB;]

14.3.2 [By email, addressed to The Directors at info@boxmystuff.co.uk;]

14.3.3 [Using Our complaints form, following the instructions included with the form;]

[By contacting Us by telephone on 01329 273007].

15. How We Use Your Personal Information (Data Protection)

15.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.

15.2 For complete details of Our collection, processing, storage, and retention of

personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from Our Website.

16. Other Important Terms

- 16.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 16.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 16.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 16.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 16.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

17. Governing Law and Jurisdiction

- 17.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 17.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 17.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.