

# TERMS AND CONDITIONS

This Agreement was last revised on August 19<sup>th</sup>, 2021.

## I. INTRODUCTION

**www.secured-van.co.uk** (“Website”) owned and managed by **SECURED-VAN** (“we,” “us,” or “our”) welcomes you.

We offer you access to our product through our “website” (defined below) subject to the subsequent Terms of this Agreement, which can be updated by us from time to time. We strongly recommend you kindly undergo these Terms and Conditions. By accessing and using this Website, you acknowledge that you have read, understood, comply, and are lawfully bound by these Terms and Conditions and our Privacy Policy, which are hereby incorporated by reference (collectively, this “Agreement”). In case you are not accepting any of these Terms, then please don't use the website.

## II. DEFINITIONS

- “**Agreement**” refers to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website;
- “**User**”, “**You**” and “**your**” refers to the person who is accessing or taking any service from us.
- “**We**”, “**us**”, “**our**” refers to **SECURED-VAN**;
- “**Website**” shall mean and include "<https://www.secured-van.co.uk>, and any successor Website or any of our affiliates;
- “**User Account**” shall mean an electronic account opened for the user for accessing and using the website;

## III. INTERPRETATION

- All references to the singular include the plural and vice versa and the word "includes" should be construed as "without limitation".

- Words importing any gender shall include all the other genders.
- Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments, or replacements for the time being in force.
- All headings, bold typing, and italics (if any) have been inserted for convenience of reference only and do not define limit, or affect the meaning or interpretation of the terms of this Agreement.

## IV. INTRODUCTION AND SCOPE

- **Scope.** These Terms govern your use of the Website and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Products or Services, which are governed by their terms of service.
- **Eligibility:** Certain Service of the Website is not available to users under the age of 16 or any users suspended or removed from the system by us for any reason.
- **Electronic Communication:** When you use this Website or send e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you agree to receive a reply communications from us electronically in the same format and you can keep copies of these communications for your records.

## V. SERVICES

We are Secured-van, a Bristol-based company that specializes in van security. Referring to the massive growth of intrusion into vans, which leads to theft of tools, our target is to provide our customers with additional security by deadlocks, slam locks, relocks, and armor plates installations.

Many years of experience in this field let us give you a high quality of service and very competitive prices.

## VI. MODIFICATIONS TO THE SERVICE

We reserve the authority, at our discretion, to change, modify, add to, or remove portions of the Terms (collectively, "Changes"), at any time. We may notify you of

changes by posting a Revised Version of the Terms incorporating the changes to its Website. Your continued use of the website following the posting of changes will mean that you simply accept and comply with the Changes.

## **VII. ACCOUNT**

For accessing the website and using certain Resources, you'll be required to supply specific information and to make a user ID and password to determine an account.

You accept that the content you provide concerning establishing an account is correct which you'll keep your details up-to-date. You're liable for the safety of all of your user names, passwords, and registration information (such as unique account identifiers or historical billing information), and you're solely liable for any use (authorized or not) of your accounts. You comply with notify us immediately about any unauthorized activity regarding any of your accounts or other breaches of security. We may at our discretion suspend or terminate any of your user names and passwords at any time.

## **VIII. QUOTATION**

You can call us to get a free quotation.

We reserve the right to withdraw a quotation at any time before it has been accepted by the Customer.

Quotations are only valid in writing & signed by an authorized person only, or in the form of an official proforma invoice.

Quotations are created on the accuracy of the specifications specified. We can re-quote a job at the time of submission if the input materials or newly presented necessities do not fit into the information on which the original quotation was created.

We may request certain information from you at the time you contact us regarding the nature of the Secured-van services you require in order for us to provide you with an estimate or quote. However, if you do/did not provide us with complete and correct information, the Secured-van services may take longer

to complete and we may need to charge you additional sums to cover any extra labor or materials that are required.

## **IX. GENERAL CONDITIONS**

- We don't guarantee the accuracy, completeness, validity, or timeliness of the data listed by us.
- We make material changes to our terms and conditions from time to time, we may notify you either by prominently posting a notice of such changes or via email communication.
- The website is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be utilized about the Service for your private, personal, non-commercial use, subject to all or any the terms and conditions of this Agreement as they apply to the Service. Any breach of this Agreement shall lead to the immediate revocation of the license granted in this paragraph without warning to you.
- You might not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit this Site or any portion of it unless expressly permitted by secured-van.co.uk in writing.
- We may use independent contractors to provide the locksmith services to you. Independent contractors have no authority to incur liability on behalf of or to act as an agent for us.
- You might not make any commercial use of any of the data provided on the location or make any use of the location for the advantage of another business unless explicitly permitted by secured-van.co.uk beforehand.
- We will make our best effort to complete our services within a reasonable period of time. However, the timing will be determined by the nature and extent of the Secured-van services required. We shall not be liable for (i) delays caused by; or (ii) failure to meet any of our obligations under this contract because of events or circumstances outside our control.
- We will not be liable for any losses, damages, liabilities, charges, or expenses caused to you or anyone else resulting from our delay in arrival or non-attendance in connection with the performance of the services.
- All our prices VAT included.

- We require more than 48 hours' notice if you wish to cancel an installation. If this notice is not provided, and you cancel within the 48hrs before your appointment, you will be charged a cancellation fee of £45 + VAT.
- We reserve the right to cancel or re-arrange an appointment. If we need to cancel/re-arrange and you decide not to go ahead with the installation, we will issue a full refund (minus delivery) once the stock is returned unopened and in a resalable condition.
- If the customer cancels any confirmed or paid for-order, the Customer shall be liable for a cancellation charge of (20 %) of the order price of the affected order.

## **X. GEOGRAPHIC RESTRICTION**

We reserve the right, to limit the usage or supply of any service to any person, geographic region, or jurisdiction. We may use this right as per necessity. We reserve the right to suspend any Service at any time. Any offer to provide any Service made on this Website is invalid where banned.

## **XI. USER RESPONSIBILITIES**

- You shall use the Service and Website for a lawful purpose and comply with all the applicable laws while using the Website;
- You shall not use or access the Website for collecting any market research for some competing business;
- You shall not misrepresent or impersonate any person or entity for any false or illegal purpose;
- You will not use any device, scraper, or any automated thing to access the Website for any means without taking permission.
- You will inform us about anything that is inappropriate or you can inform us if you find something illegal;
- You will not interfere with or try to interrupt the proper operation of the Website through the use of any virus, device, transmission mechanism, software, or routine, or access or try to gain access to any data, files, or passwords connected to the Website through hacking, password or data mining, or any other means;
- You shall not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead secured-van.co.uk or third parties as to the origin of any Submissions or Content.

- You warrant that your Submissions, in whole or in part, are clear and free of any IP right infringement, disputes, or third-party claims.
- You will let us know about the unsuitable content of which you become aware. If you discover something that infringes any law, please let us know, and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Website or any service, or any portion of the Website or service, without notice, and to remove any content.

## XII. WARRANTY

We give a 12 month warranty for our products fitted by our qualified engineers. We provide:

- **Installations guarantee**

Since we only use qualified engineers we will guarantee the installation of your product for the duration of ownership.

- **Parts supplied and installed**

If you have paid for an item with installation and a difficult with the equipment occurs, then contact us straight away to discuss the problem with our technical department who will advise you what to do.

If a re-visit be required, we will arrange for an engineer to come and repair the fault free of charge.

(Please note this does not cover batteries, user error, broken or damaged equipment or equipment that has been tampered with or modified in any way).

- **Equipment warranty**

All equipment supplied by us will be covered by our back to base 12 month warranty- unless installed by one of our qualified engineers or stated otherwise.

- **Incorrectly supplied parts**

If we have supplied an incorrect part we will happily replace it and refund your postage costs (receipt will be needed), upon receipt we will send out a replacement.

- **Post and packaging costs**

Unfortunately we are not able to offer refunds or cover postage and packaging costs unless an item was sent in error, or as stated above.

### **XIII. EXCLUSION OF LIABILITY**

You understand and agree that we (a) don't guarantee the accuracy, completeness, validity, or timeliness of data listed by us or any third parties; and (b) shall not be liable for any materials posted by us or any third party. You shall use your judgment, caution, and customary sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be responsible for direct, indirect consequential, or the other kind of loss or damage which will be suffered by a user through the utilization of the [www.secured-van.co.uk](http://www.secured-van.co.uk) Website including loss of information or information or any reasonably financial or physical loss or damage.

In no event shall SECURED-VAN, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be answerable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; and (iii) unlawful access, use or alteration of your transmissions or content, whether or not supported guarantee, agreement, domestic wrong (including carelessness) or the other lawful concept, whether or not we've been aware of the possibility of such damage.

### **XIV. TYPOGRAPHICAL ERRORS**

While [secured-van.co.uk](http://secured-van.co.uk) strives to provide accurate product and pricing information, pricing or typographical errors may occur. **[www.secured-van.co.uk](http://www.secured-van.co.uk)** cannot confirm the price of an item until after you order. If an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, [secured-van.co.uk](http://secured-van.co.uk) shall have the right, at our sole discretion, to refuse or cancel any orders placed for that item. If an item is mispriced, **[secured-van.co.uk](http://secured-van.co.uk)** may, at our discretion, either contact you with instructions or cancel your order and notify you of such cancellation.

### **XV. NO RESPONSIBILITY**

We are not responsible to you for:

- any losses you suffer because the information you put into our website is inaccurate or incomplete; or
- any losses you suffer because you cannot use our website at any time; or
- any errors in or omissions from our website; or
- any unauthorized access or loss of personal information that is beyond our control.

## **XVI. THIRD-PARTY LINKS**

The Website may comprise links to external or third-party Websites (“External Sites”). These links are provided exclusively as ease to you and not as an authorization by us of the content on such External Sites. The content of such External Sites is created and used by others. You can communicate with the site administrator for those External Sites. We are not accountable for the content provided in the link of any External Sites and do not provide any representations about the content or correctness of the information on such External Sites. You should take safety measures when you are downloading files from all these Websites to safeguards your computer from viruses and other critical programs. If you agree to access linked External Sites, you do so at your own risk.

## **XVII. PERSONAL INFORMATION AND PRIVACY POLICY**

By accessing or using this Website, you approve us to use, store, or otherwise process your personal information as per our Privacy Policy.

## **XVIII. ERRORS, INACCURACIES, AND OMISSIONS**

Every effort has been taken to ensure that the information offered on this Website is accurate and error-free. We apologize for any errors or omissions that may have occurred. We cannot give you any warranty that usage of the Website will be error-free or fit for purpose, timely, that defects will be amended, or that the site or the server that makes it available are free of viruses or bugs or signifies the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.



## **XIX. LIMITATION OF LIABILITY**

The website and the service are provided on an “as is” and “as available” basis without any warranties of any kind, including that the website will operate error-free or that the website, its servers, or its content or service are free of computer viruses or similar contamination or destructive features.

We disclaim all licenses or warranties, including, but not limited to, licenses or warranties of title, merchantability, non-violation of third parties rights, and fitness for a particular purpose and any warranties arising from a matter of dealing, course of performance, or usage of trade. In relation with any warranty, contract, or common law tort claims: (i) we shall not be liable for any unintended, incidental, or substantial damages, lost profits, or damages resulting from lost data or business stoppage resulting from the use or inability to access and use the website or the content, even if we have been recommended of the possibility of such damages.

The website may comprise technical incorrectness or typographical errors or omissions. Unless required by applicable laws, we are not accountable for any such typographical, technical, or pricing errors recorded on the website. The website may contain information on certain services, not all of which are available in every location. A reference to a service on the websites does not suggest that such service is or will be accessible in your location. We reserve the right to do changes, corrections, and/or improvements to the website at any time without notice.

## **XX. COPYRIGHT AND TRADEMARK**

The Website contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of us (collectively referred to as the “Content”). The Content may be possessed by us or third parties. Unauthorized use of the Content may infringe copyright, trademark, and other laws. You have no rights in or to the Content, and you will not take the Content except as allowed under this Agreement. No other use is allowed without prior written consent from us. You must recollect all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not transfer, provide license or sub-license, sell, or

modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other Website or in a networked computer environment for any purpose is expressly prohibited.

If you infringe any part of this Agreement, your permission to access and/or use the Content and the Website automatically terminates and you must immediately destroy any copies you have made of the Content.

Our trademarks, service marks, and logos used and displayed on the Website are registered and unregistered trademarks or service marks of us. Other product and service names located on the Website may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with us, the "Trademarks"). Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. None of the Content may be retransmitted without our express, written consent for every instance.

## **XXI. INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees, and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your misuse of the Content or the Website. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **XXII. MISCELLANEOUS**

## **SEVERABILITY**

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

## **TERMINATION**

**Term.** The Services will be provided to you can be canceled or terminated by us. We may terminate these Services at any time, with or without cause, upon written notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

**Effect of Termination.** Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days. All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter contained in this Agreement.

## **GOVERNING LAW AND JUDICIAL RECOURSE**

The terms herein will be governed by and construed under the laws of England and Wales without giving effect to any principles of conflicts of law. The English Courts shall have exclusive jurisdiction over any dispute arising from the use of the Website.

## **FORCE MAJEURE**

We will have no liability to you, your users, or any third party for any failure us to perform its obligations under these Terms if such non-performance arises as a result of the occurrence of an event beyond the reasonable control of us, including, without limitation, an act of war or terrorism, natural disaster, failure of

electricity supply, riot, civil disorder, or civil commotion or other force majeure event.

## **ARBITRATION**

For any claim arising between you and [www.secured-van.co.uk](http://www.secured-van.co.uk) (excluding claims for injunctive or other equitable relief), the party requesting relief may elect to resolve the dispute cost-effectively through binding non-appearance-based arbitration. A party electing arbitration must initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration will be conducted by telephone, online, and/or be solely based on written submissions, the specific manner will be chosen by the party initiating the arbitration; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, and (c) if an arbitrator renders an award the party receiving the award may enter any judgment on the award in any court of competent jurisdiction.

## **ASSIGNMENT**

We shall have the right to assign/transfer this agreement to any third party including our holding, subsidiaries, affiliates, associates, and group companies, without any consent of the User.

## **CONTACT INFORMATION**

If you have any questions about these Terms, please contact us at [\*\*Contact@secured-van.co.uk\*\*](mailto:Contact@secured-van.co.uk).