



121move limited  
83 leigh road, leigh on seal, essex ss9 1jn  
tel. **0844 800 4990**  
email. info@121move.co.uk web. 121move.co.uk

## terms of use

### Terms of Use for [www.121move.co.uk](http://www.121move.co.uk) (the "Website").

Your access to, and use of, the Website constitutes your acceptance, without limitation or qualification, of these Terms of Use.

#### Who runs the Website?

The Website which is owned and operated by 121move Limited, a company incorporated in England & Wales (registered number 06127255) having its registered office at 457 Southchurch Road, Southend-on-Sea, Essex SS12PH ("121move.co.uk").

#### Who may use the Website?

The Website is for visitors who wish to find out more about 121move.co.uk and for private consumers who wish to use the services of 121move.co.uk ("you") using this Website.

You should read these Terms of Use in conjunction with the Privacy Policy, which is incorporated in these Terms of Use by reference.

#### Your Right to Use the Website

Subject to these Terms of Use, 121move.co.uk grants to you a non-exclusive, non-transferable licence to access the Website for the purposes of viewing the Website and utilizing the services offered by 121move.co.uk on the Website. You may only use the Website for lawful purposes and in a manner which does not infringe the rights of, or restrict or inhibit the use and enjoyment of the Website by any third party.

You agree not to interrupt or attempt to interrupt the operation of the Website in any way. Placement of an order via the Website will not result in a binding contract until 121move.co.uk confirms receipt of your order and/processes your order.

121move.co.uk uses reasonable endeavours to ensure the accuracy of the prices and price related information stated on the Website but cannot guarantee that you will not encounter a mispriced item. If an item is mispriced, 121move.co.uk will contact you and give you the choice to accept the correct price or to cancel the order.

If you do not accept these Terms of Use you should refrain from using the Website immediately.

#### Changes to the Terms of Use

121move.co.uk reserve the right, at its sole discretion, to change, add to or delete any or all of these Terms of Use at any time without prior notice and will post these changes on the Website. Your continued use of the Website after such changes have been posted will constitute your acceptance of those changes.

#### Additional Terms of Use

You agree to abide by all additional terms of use displayed in the Website, as they may be updated from time to time. In case of differences or discrepancies between these Terms of Use and the terms governing such specific parts of the Website, the latter shall prevail in respect of your visit to the relevant specific parts of the Website only.

#### Copyright

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### **Trademarks**

Except as expressly provided in these Terms of Use, 121move.co.uk does not grant any express or implied right to you under any patents, trademarks, copyrights or trade secret information, and you must not use the "121move" name or any other registered or unregistered trade marks displayed on the Website without the prior written consent of an authorized officer of 121move.co.uk

### **No Warranty**

121move.co.uk is providing the Website and its contents on an "as is" and an "as available" basis, without any representation or warranty of any kind, whether express or implied, including, but not limited to, warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, merchantability or title in relation to the Website.

The content of the Website may contain inaccuracies and typographical errors. 121move.co.uk tries to ensure but cannot guarantee, the accuracy, truthfulness or completeness of the content or the reliability of any advice, opinion or other information displayed or distributed on the Website. Any of 121move.co.uk information or other content contained within the Website is correct to the best of its knowledge but 121move.co.uk accepts no responsibility for any errors or omissions therein. 121move.co.uk reserves the right, at its sole discretion, to make improvements to, or correct any errors or omissions in any portion of the content and to make any other changes to the Website, materials, tools, products, services and prices displayed or described on the Website at any time, without notice.

121move.co.uk does not warrant uninterrupted or error free use of the Website, that defects will be corrected, or that the Website or the server that makes it available or files available for downloading from the Internet are free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.

121move.co.uk does not assume any responsibility or risk for your use of the Internet.

### **Information you submit to the Website & Third Party Websites**

All information 121move.co.uk asks you to submit to the Website will be treated in accordance with the Privacy Policy. Please note, 121move.co.uk will fully cooperate with any law enforcement authorities or court orders requesting or directing it to disclose information (including personal data) that 121move.co.uk have obtained through your use of the Website. All information you submit to the Website, whether solicited or unsolicited will be subject to the Privacy Policy.

121move.co.uk may contain links to third party websites which are not maintained and controlled by 121move.co.uk If you use such website links, you accept that 121move.co.uk are not responsible for the availability and content of such sites.

As part of our sales process, we may introduce users of 121move.co.uk services to services offered by 121move.co.uk or one of our partners. We may receive commission for the introduction of these services from these partners. You consent to such introductions. You may withdraw such consent at any time by serving notice in writing to us. You acknowledge that 121move.co.uk may receive commissions for the introduction of these services from our partners.

### **Limitation of Liability**

To the fullest extent permitted by law, 121move.co.uk, its affiliates, licensors, service providers, content providers and their employees, agents, officers and directors will not be liable for any direct, indirect, consequential, or special loss or damage, and/or business interruption, or loss of profits, data, goodwill, information or programs or your information handling system, or for pain and suffering or emotional distress arising out of or in connection with the use of, or inability to use, the Website, its content, materials or functions, or any other loss or damage of any kind, whether in action of contract, negligence or other tortious action, or otherwise.

Nothing in these Terms of Use shall prevent you from claiming for loss suffered pursuant to contracts between you and 121move.co.uk for sale of services in accordance with the Agency Terms and Conditions.

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### **Indemnity**

You agree to indemnify and hold 121move.co.uk and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against 121move.co.uk arising out of any breach by you of these Terms of Use or other liabilities arising out of your use of the Website.

### **Changes to the Website**

121move.co.uk may terminate, change, suspend or discontinue any aspect of the Website at any time. 121move.co.uk may also impose limits on certain features and services and/or restrict access to parts or all of the Website without notice or liability. 121move.co.uk reserve the right to terminate your secure log-in and suspend your access to secure areas of the Website upon becoming aware that you have breached these Terms of Use.

### **No Waiver**

No waiver by 121move.co.uk of any breach of any obligation arising under these Terms of Use shall constitute a waiver of any other breach and no failure to exercise or to partially exercise by 121move.co.uk of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

### **Severability**

If any of these Terms of Use should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any jurisdiction in which these Terms of Use are intended to be effective, then to the extent that and within the jurisdiction which that Term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms of Use and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

### **Governing Law and Jurisdiction**

These Terms of Use shall be governed by and construed in accordance with the laws of England. The courts of England are to have exclusive jurisdiction to settle any disputes arising out of or in connection with the use of the Website.

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