

# AL VEHICLE TRANSPORT LIMITED

## AGREED CONDITIONS FOR THE PROVISION OF SERVICES

### 1. Definitions

- 1.1 "Company" means AL Vehicle Transport Limited of 20-22 Wenlock Road, London, N1 7GU
- 1.2 "Conditions" means the terms and conditions of the Contract set out in this document and any special terms and conditions agreed in writing by the Company.
- 1.3 "Condition Sheet" means the diagram used by the Company on which imperfections (such as scratches and dents and damage) is identified by a cross and short description.
- 1.4 "Contract" means the Contract between the Customer and the Company for the Services in which these Conditions are deemed incorporated and apply.
- 1.5 "Customer" means the person who buys or agrees to buy Services from the Company and whose name appears overleaf.
- 1.6 "Deliverer" means the person or their duly authorized representative or agent or alternate to whom the Vehicle is to be delivered to the Site as identified overleaf.
- 1.7 "Delivery Date" means the date specified by the Company that the Vehicle is to be delivered to the Deliverer.
- 1.8 "Price" means the price for the Services excluding carriage, storage, packing, insurance and VAT.
- 1.9 "Services" means the services for the delivery of a Vehicle and any other additional services ordered by the Customer from and provided by or for and on behalf of the Company but excluding loading and unloading the Vehicle.
- 1.10 "Site" means the address where the Vehicle is to be delivered as specified overleaf.
- 1.11 "Supplier" means the person that supplies the Vehicle for delivery to the Deliverer/Site.
- 1.12 "Vehicle" means the vehicle and/or vehicles referred to overleaf but excluding personal belongings and/or loose items inside the vehicle.
- 1.13 "Vehicle Condition" means the physical state of repair and condition of the bodywork of the Vehicle when the Company takes delivery of the Vehicle and is loaded onto the Company's transport as evidenced from the photographs and Condition Sheet.

### 2. Conditions applicable

- 2.1 These Conditions shall apply to all Contracts for the provision of Services by the Company to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order confirmation of order or similar document.
- 2.2 All orders for Services shall be deemed to be an offer by the Customer to purchase Services pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Services shall be deemed conclusive evidence of the Customer's acceptance of these Conditions. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company. The Company reserves the right to assign the Contract and to sub-contract all or any of its obligations.

### 3. The Deposit, Price and Payment

- 3.1 The Price shall be the agreed scale of charges or in the absence of agreement the Company's current scale of charges. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Company's Request for Payment or invoice whichever is the sooner and also excludes tariffs, toll fees, parking and other expenses.
- 3.2 A non-refundable deposit of 20% of the Price is due as a condition of and upon the acceptance of an order by the Company.
- 3.3 It is a condition of the Contract that Payment of the Price (less any deposit) shall be due on the delivery of the Vehicle to the Site. Time for payment of the Price is of the essence.
- 3.4 Payment of the Price shall be in full and without any deduction, set off or counterclaim unless otherwise agreed in writing by a Director of the Company.
- 3.5 The Company shall not be bound to deliver the Vehicle and/or provide the Services until the Customer has paid for the Services.
- 3.6 If the Customer fails to make any payment on the due date then without prejudice to any of the Company's other rights the Company may:
  - 3.6.1 suspend or cancel deliveries of the Vehicle and/or Services due to or for the benefit of the Customer; and/or
  - 3.6.2 appropriate any payment made by the Customer to such of the Services supplied under any other Contract with the Customer as the Company may in its sole discretion think fit;
- 3.6.3 Re-load the Vehicle and/or exercise a lien over the Vehicle or any other Vehicle supplied to the Company by the Customer under an alternative or additional Contract.
- 3.6.4 Store at the cost of the Customer on an indemnity basis, the Vehicle or any other Vehicle supplied to the Company by the Customer under an alternative or additional Contract.
- 3.7 Without prejudice to any other rights the Company may have, the Customer shall indemnify and hold harmless the Company for all liabilities, costs damages and fees incurred (whether paid or not) whether directly or indirectly by the Company or a person or persons appointed on its behalf in the recovery of the Price and/or any monies due to the Company from the Customer.
- 3.8 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

### 4. The Services

The quantity and description of the Services shall be as set out overleaf and/or in the Company's quotation and/or invoice and/or confirmation of order as appropriate.

- 4.1 The Company may from time to time make changes in the specification of the Services which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Service.

### 5. Warranties and liability

Subject to the Customer's full compliance with the Contract and these Conditions:

- 5.1 The Company warrants that the Company shall provide the Services with reasonable care and reasonable skill.
- 5.2 The Company warrants that the Vehicle will be delivered to the Site in not less than the Vehicle Condition.
- 5.3 The Company warrants that the Services will so far as reasonably possible correspond to the description given by the Company and requested by the

Customer. Except where the Customer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Services and whether implied by statute or common law or otherwise are excluded. The Company reserves the right to alter the time and address for the delivery of the Vehicle.

Time for delivery of the Services is not and shall not be of the essence of the Contract.

### 6. Defects warranty

Subject to the Customer's full compliance with the terms of the Contract and these Conditions:

- 6.1 The Company will be responsible, without charge to Customer, for rectifying within a reasonable period of time by repair, or at the Company's option by supply of a replacement, any Defect which under proper use, care and maintenance arises from the Services. For the purposes of this clause 6, a "Defect" means any non-conformance with the warranties specified in clause 5.
- 6.2 The Company will have no liability in respect of any Defect unless the Defect is reported to Company in writing forthwith upon delivery of the Vehicle and is accompanied with full details and photographic and/or video evidence (to the satisfaction of the Company) to substantiate any alleged Defect and the cost of repair.
- 6.3 Company's obligations under the Defects Warranty are contingent upon Company being given adequate time and access to the Vehicle and/or Site during Company's normal working hours to rectify such Defect. If Company rectifies the Defect within a reasonable period of time then Company will have no other liability of any kind in respect of or arising from such Defect.
- 6.4 Company reserves the right to charge for travelling time and incidental expenses incurred in respect of attendance at the Site to investigate and correct any problem reported by Customer including those subject to the Defects Warranty. Company may also charge for the rectification of problems discovered which were observable during the course of provision of Services but which Customer failed to notify to Company.
- 6.5 If a problem is found upon investigation not to be Company's responsibility under the Defects Warranty, Company may charge and Customer shall immediately pay for all costs and expenses on an indemnity basis incurred by Company in the course of or in consequence of such investigation.
- 6.6 Company will not be responsible for any Defect and/or problem arising from or caused by:
  - 6.6.1 Damage caused by the Customer and/or Supplier and/or any third party.
  - 6.6.2 Any act or omission of or by the Customer and/or Supplier and/or any third party.
  - 6.6.3 Negligence of the Customer and/or Supplier and/or any third party.
  - 6.6.4 Any error of the Customer and/or Supplier and/or any third parties.
  - 6.6.5 Any modification (whether by alteration, deletion, addition or otherwise) made to the Vehicle or any part of it by persons other than Company without its express prior written consent. Customer will not permit any modification to be made to the Vehicle or any part of it during the period of the Defects Warranty by persons other than Company and its authorised representatives without Company's prior written consent. If any such unauthorised modification is made then, without prejudice to Company's other rights and remedies, the Defects Warranty will be null and void. Company will have no liability for Defects caused by any third party or any equipment or components supplied by third parties.

### 7. Limitation of liability

Subject to the Customer's compliance with the terms of the Contract and these Conditions and subject to the terms herein contained:

- 7.1 Customer acknowledges that Company's obligations and liabilities in respect of the Services are exhaustively defined in these Conditions. Customer agrees that the express obligations and warranties made by Company in this Agreement are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, express or implied, statutory or otherwise relating to anything supplied or services provided under or in connection with these Conditions including (without limitation) as to the condition, quality, performance, or fitness for purpose of the Services.
- 7.2 Customer is responsible for the consequences of any use of the Services. Company will not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused, whether arising under contract, tort (including negligence) or otherwise including (without limitation) loss of the Services and/or loss of profits and/or loss of opportunity and/or loss of contracts and/or loss of operation time and/or loss of goodwill and/or loss of anticipated savings, even if Company has been advised of their possibility.
- 7.3 Company accepts liability for:
  - 7.3.1 death or injury caused by the negligence of Company and its employees in the course of their engagement under any Contract and damage caused by Services within the meaning of the Consumer Protection Act 1987 Part I without limit; and
  - 7.3.2 physical damage to or loss of Customer's tangible property to the extent it results from the gross negligence of the Company and/or its agents and/or its employees in the course of their engagement under the Contract up to the amount of the Price.
- 7.4 In all other cases not falling within clause 7.3 Company's total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with these Conditions and any other agreement with Customer relating to the Services or based on any claim for indemnity or contribution will not exceed the sum actually paid to the Company for its Services under the Contract in question.
- 7.5 In the event of any breach of this Contract by the Company, the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Vehicle and/or Services. Customer agrees that except as expressly provided in clauses 6 and this clause 7, Company will not be under any liability of any kind whatever and however caused arising directly or indirectly in connection with the Contract and/or these Conditions. Customer will indemnify and hold Company harmless in respect of any third party claim for any injury, loss, damage or expense occasioned by or arising directly or indirectly from Customer's possession, operation, use, modification or supply to a third party of the Vehicle and any part of the Services provided under or in connection with this Contract except in so far as the Company is liable as expressly provided in these Conditions. Without prejudice to the foregoing the Company shall not have any liability to the Customer where the quantum of the Defect relating to the Vehicle is less than £500.

- 7.6 Customer acknowledges and agrees that the allocation of risk contained in this clause 7 is reflected in the Price and is also a recognition of the fact that,

inter alia, the Customer is responsible for the risk and insurance of the Vehicle throughout the Services.

### 8. Specific Exclusions

- 8.1 For the avoidance of doubt and without prejudice to the generality of the above, Customer acknowledges and agrees that the Company is not liable in any way in respect of damage to the Vehicle whether in providing the Services or otherwise arising directly or indirectly from:
  - 8.2 Leaking fluids, battery acids, cooling system anti-freeze solution; and/or
  - 8.2 Loss or theft of or damage to personal or loose items inside or attached to the Vehicle; and/or
  - 8.3 Doors or access points which are locked or do not function; and/or
  - 8.4 Changes to the Vehicle Condition arising from weather and/or road conditions; and/or
  - 8.5 Damage caused to any and all mechanical or electrical parts of the Vehicle; and/or
  - 8.6 Loss or theft of or damage to mechanical or electrical parts of and/or attached to the Vehicle; and/or the Vehicle being overloaded and/or modifications to the Vehicle; and/or
  - 8.7 Vehicles having defective or insufficient brakes, parking brake or parking gear; and/or
  - 8.8 Freezing of engine, cooling system or batteries.
  - 8.9 Glass roofs and/or convertible tops that are loose, torn, extensive wear or any type of canvas or material covering thing.

### 9. Delivery of the Vehicle

Unless otherwise agreed by the Company delivery of the Vehicle shall be made to the Customer's address on the Delivery Date and Delivery of the Services shall be at the address indicated by the Customer on the order. The Customer shall make its best endeavours and make all arrangements necessary to take delivery of the Vehicle whenever tendered for delivery by the Company to the Site.

### 10. Risk

- 10.1 The Company shall not be liable to the Customer for late delivery of the Vehicle.
- 10.2 The Vehicle shall be at the Customer's risk.
- 10.3 The Customer shall insure and keep insured the Vehicle against 'all risks' and shall whenever requested by the Company produce a copy of the policy of insurance.

### 11. Proper law of contract

These Conditions for the provision of Services are subject to the law of England and Wales.

### 12. Force Majeure

The Company shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources, interruptions in electronic data processing systems, telecommunications networks or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

### 13. Third party rights

No person other than the Company, any person to whom the Company assigns the Contract and the Customer shall acquire any enforceable rights under or in connection with this agreement.

### 14. Severance

- 14.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 14.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### 15. Waiver

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 16. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

### 17. Notices

Any notice or communication required to be given to the Company shall be in writing and sent by email and Registered Signed for Post and shall only be deemed to have been received by the Company if it is actually received and read by a Director of the Company.