

## STANDARD TERMS AND CONDITIONS OF BUSINESS

1. Any service provided by the Contractor shall be subject to these conditions which shall be deemed to be included in any agreement whether written or implied entered into by the Contractor with the party for whom the Contractor's services are to be provided.
2. The Contractor will provide comprehensive road risks insurance cover against accidental loss or damage for all vehicles in its custody from the time of collection until such vehicles are handed over to the Client for his authorised representative. The Contractor will not be liable for any further or consequential or indirect loss sustained by the Client as a result of damage to his vehicles whilst in the custody of the Contractor.
3. The costing of all Quotations shall be based on the rate of wages, cost of material, Value Added Tax, Employer's National Insurance contribution and other outgoings and overheads at the date of the Quotation. In the event of increases after the date of the Quotation in wages and the other costs referred to above by reason of Government Legislation, the Contractor shall have the right to adjust its charges appropriately.
4. The Contractor will accept no responsibility for mechanical failure and the Client will indemnify the Contractor against all accidents damage or incidents arising from faulty construction, faulty manufacture or faulty maintenance of any vehicle which the Contractor shall be required to move on the Client's behalf.
5. In the event of a breakdown of a vehicle in the Contractor's control, on behalf of the Client the Contractor will liaise with the nearest manufacturer's authorised agent or take any other action necessary to rectify the cause unless other instruction is notified to the Contractor by the Client in writing prior to the commencement of the Contract. The Contractor will charge to the Client all expenses incurred including that of driver's time involved and will levy a service charge based on the cost incurred by the Contractor.
6. Where a driver is required to spend time on behalf of the Client not allowed for in the Contractor's Quotation, eg vehicle not ready for release or delays due to strikes, lock-outs, or other civil commotion beyond the control of the Contractor, The Contractor shall charge the Client for all such time and any other expenses incurred at the Contractor's hourly rate for day work applicable at the time.
7. Where quoted prices specifically include the cost of fuel based on fuel consumption figures supplied by the Client, the Contractor reserves the right to adjust its charges to take account of actual consumption figures obtained in practice. It should be noted that the Contractor's quoted rates for vehicle collection and delivery will normally exclude the provision of fuel. (See item 17).
8. It shall be assumed that if no written complaint is received by the Contractor the services specified herein are giving satisfaction to the Client and are being performed efficiently.
9. The Contractor shall not be liable for any loss or damage suffered by the Client or any other party arising out of the Contractor's failure to carry out work if prevented by doing so as a result of any trade dispute strike lock-out or circumstance beyond the Contractor's control.
10. No claim against the Contractor in respect of alleged negligence of the Contractor, its servants, agents or any alleged defect in the Contractor's plant or machinery or in respect of any other matter shall be enforceable unless notice in writing thereof is received by the Contractor within 48 hours of the event giving rise to the claim.
11. The Client shall ensure that his premises are safe for the Contractor's employees, servants and agents to carry out the work which is the subject of these conditions.
12. The Client shall have the right to require the Contractor subject to compliance with any statutory legislation immediately to cease to employ in connection with any contract and to replace any person whose continued employment herein is in the opinion of the Client undesirable.
13. The Contractor will invoice the Client weekly and the invoices will be due for payment 28 days from the date of invoice. The Contractor reserves the right to charge the Client, at the rate of 1.5% per month, interest on debts that exceed the previously stated credit terms.
14. The Contractor is providing a service on the basis that the Client will not be entitled to deduct or set off against any monies due to or that become due from the Client in respect of any one contract or service hereunder any sum or sums whatsoever which the Contractor is or may become liable to pay the Client.
15. Any variation in these Conditions can only be made by letter signed by or on behalf of the Contractor by a duly authorised officer.
16. Every dispute which may arise between the Contractor and the Client with reference to this Agreement or on the construction thereof or any matter contained in or arising out of this Agreement (save only the Client's refusal or failure to pay sums due to the Contractor hereunder) shall be referred to two arbitrators to be appointed by the parties hereto or their umpire in accordance with the Arbitration Act 1950 or any substituted or amended Act for the time being in force.
17. The Contractor will provide fuel for vehicles where this is required specifically by the Client or where this is deemed necessary by the Contractor or its servant to complete a vehicle delivery without the vehicle running out of fuel. Fuel so provided will be recharged to the Client at a sum equal to the cost to the Contractor plus an additional sum to cover overheads and expenses.
18. The Contractor will use its best endeavours to collect and deliver vehicles at the times required by the Client, but will accept no responsibility for and will not be liable for any claim or action that may result in connection with late or delayed collection or delivery of vehicles.
19. The rates quoted for vehicle delivery are based on normal daily working routines and practices. Certain requirements will incur a supplement charge the current rates for which will be made available on request. Specific items include: (i) Drivers' night out allowance, (ii) Saturday/Sunday delivery or collection, (iii) Bank Holiday delivery or collection, (iv) waiting, breakdown or daywork time, (v) any other act or service required by the client other than the straightforward collection and delivery of a vehicle.
20. The Client will without exception take full responsibility for the roadworthiness of all vehicles the Client requires the Contractor to collect and deliver and the Client shall ensure that all such vehicles comply in all respects with current legislation including all Acts, Regulations Licences and amendments thereto.
21. The Client will not permit, encourage or coerce the Contractor or its servants to drive or attempt to drive any vehicle not meeting the full requirements of all current legislation including all Acts, Regulations, Licences and amendments thereto.
22. The standard terms and conditions of business as listed above in clauses 1 to 21 are correct and complete as at 1<sup>st</sup> January 2013 and a copy of these shall be published on [www.vmoves.co.uk](http://www.vmoves.co.uk) the website belonging to the client.
23. The contractor reserves the right to alter its standard terms and conditions of business at any time and it is the obligation of the client to check the website and see if changes have been made. The use of the services provided by the contractor after the changes have been posted on-line shall constitute acceptance by the client of the altered standard terms and conditions of business.