

DATA CARS

DATA CARS CONDITIONS OF TRADING

1. GENERAL

1.1 The terms and conditions set out herein shall apply between the Company and the party whose name and address is set out in the Account Application Form ("the Customer") and shall apply to the provision of any and all carriage, private hire or delivery services ("the Services") undertaken by the Company for the Customer during the continuance of this Agreement and any and all other terms, warranties and/or conditions implied by statute and/or common law and hereby expressly excluded to the fullest extent permitted by law.

2. CHARGES

2.1 The charges payable by the Customer for the Services ("the Private hire Charges") shall be at the rate specified in the Company's schedule of charges as in force, a current copy of which is attached hereto.

2.2 A service charge will be added to all invoices.

3. ALTERATIONS TO THE TERMS AND CONDITIONS

3.1 The Company reserves the right to alter or vary these terms and conditions at its absolute discretion upon giving reasonable notice to the Customer and without prejudice to the generality or the aforesaid the Company reserves the right to change the Private hire Charges. No representations made or variations in or additions to these terms and conditions or warranty given by any person acting or purporting to act on behalf of the Company shall have any force or effect whatsoever unless confirmed in writing by an authorised officer of the Company.

4. PAYMENT FOR SERVICES

4.1 Without prejudice to the Company's rights hereunder all monies due to the company in respect of provision of the Services which are not paid by the due date for payment shall bear interest on the balance of such monies due from time to time at the rate of 3% per month until payment is received by the Company in respect thereof.

4.2 The Customer shall not be entitled for any reason to withhold payment of monies due to the Company and in particular shall not be entitled to do so in circumstances where the Customer is in dispute with the Company and/or claims money or compensation from the Company in respect of the Services.

5. INVOICE LIMIT

5.1 At any time of opening the Customers account with the Company, the Company may set a limit on the total amount which may be outstanding as unpaid on such account at any one time. The company may in its discretion refuse to provide the Services in the event of this limit being exceeded.

6. SECURITY ACCOUNT NUMBER

6.1 The customer will be issued with a security account number which must be quoted on all bookings. Notwithstanding the aforesaid, the Company does not accept any responsibility whatsoever when security account numbers are used by unauthorised personnel and/or for unauthorised purposes.

7. INSURANCE

7.1 The Company does not have insurance for goods or property (of whatsoever nature) in transit (in transit for other purposes of this clause being from the time the goods or property are collected by the Company up to and including delivery thereof), and the Customer is advised to effect such insurance as the Customer deems necessary for the carriage of goods and/or property by the Company.

8. LIMITATIONS AND EXCLUSIONS

8.1 The Company shall not undertake the carriage or delivery of:-

8.1.1 money or securities (whether cash, cheques, bankers drafts, bonds, share certificates or in any other form), antiques, precious metals, furs, or jewellery (in any form whatsoever) of whatever amount or value.

8.1.2 any goods or property (of whatsoever nature) of an intrinsic value of more than £100

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8.1.3 any goods or property of a hazardous, dangerous, inflammable, explosive or noxious nature, or are illegal to possess under existing English Law, and/or

8.1.4 any goods or property (of whatsoever nature) which may deteriorate in transit. UNLESS the Customer has prior to the commencement of the Service in respect of such goods or property expressly notified the Company as to the nature and value of the same and a Director of the Company has expressly agreed in writing that the Company shall carry and deliver the same on such terms and conditions as the Company may reasonably require AND in the event that the Company undertakes the Service in respect of such goods or property without first having expressly agreed to do so as aforesaid, the Company shall have no liability whatsoever for loss or damage to the same however arising.

8.2 The Company shall be entitled to destroy or dispose of goods or property referred to in clauses 8.1.3 and 8.1.4 in such manner as the Company thinks fit if in the Company's opinion it is proper to do so and the Company shall account to the Customer for money it receives (if any) on such destruction or disposal in excess of the costs incurred by the Company in so disposing of or destroying the goods or property.

8.3 Without prejudice to the provisions of clause 8.1 the Company shall not in any event be liable directly or indirectly for:-

8.3.1 consequential loss (whether for loss or profit or otherwise) and/or

8.3.2 loss, damage and/or breakage to china, glass ceramics or other breakables whether arising from the acts, omissions or negligence of the Company and/or its employees and/or agents or arising otherwise howsoever.

8.4 Without prejudice to the generality of clauses 8.1 and 8.3 in particular the Company shall not be liable for any loss and/or damage arising directly or indirectly from:-

8.4.1 breakdown, accident, adverse weather conditions.

8.4.2 any act or omission on the part of the Customer.

8.4.3 any clause, act or circumstance beyond the control of the Company (including, without limitation, any strike, (official or not) lock-out or other form of industrial action or labour dispute, governmental regulations, legal restrictions, embargoes, fire, flood, Act of God, any consequence of riot, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, acts of terrorism, rebellion, military or usurped power, confiscation, requisition or destruction of or damage to property by or upon the order of or in the name of any Government or public local authority.)

8.4.4 inadequate or inappropriate packaging of goods, or incorrect or inadequate labelling or instructions received from the customer and/or

8.4.5 the Company being prevented or hindered from delivering the goods or property

8.5 Without prejudice to the generality and effect of the foregoing provisions of this clause 8 the liability of the Company for each delivery or private hire service undertaken by the Company howsoever arising and whether direct or indirect and including but not limited to liability arising from the acts, omissions or negligence of the Company and/or its employees and/or agents or arising otherwise howsoever shall in any event be limited to the lesser of:-

8.5.1 £150 or

8.5.2 the intrinsic value of the goods or property comprised in such delivery or private hire service

8.6 The provision of clauses 8.3, 8.4, 8.5 and 10.1 apply to liability for loss or damage to goods or property and do not apply to liability for death or personal injury.

9. DELIVERY

9.1 The Company shall use reasonable endeavours to deliver the Customer and the Customer's goods or property on time, however time for delivery shall not in any event be of the essence and the Company makes no warranty that the Customer or Customer's goods or property shall be delivered within the Customers stipulated time period (if any) and/or within any time period stated by the Company unless expressly agreed in writing by a Director of a Company.

9.2 In the event that the Company is unable for whatever reason to deliver the Customer or the Customer's goods or property then the Company reserves the right to charge the Customer for any and all costs and expenses incurred in doing so and/or for any costs or storage of the goods or property.

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10. CLAIMS

10.1 Without prejudice to the foregoing provisions of this Agreement the Company shall not in any event be liable for any loss and/or damage howsoever arising including but not limited to liability arising from the acts, omissions or negligence of the Company and/or its employees and/or agents and arising otherwise howsoever unless the Customer has notified the Company (with reasonable particularity) as to the nature and extent of such loss or damage within 15 working days of the date upon which the same occurred.

11. LIEN

11.1 Without prejudice to the Company's rights hereunder or arising otherwise howsoever, the Company reserves the right to exercise a lien over the Customer's goods and/or property pending payment in full or outstanding invoices.

12. TERMINATION

12.1 This Agreement may be terminated by either party by one months notice in writing to the other.

12.2 In the event of the Customer being in breach of any of the terms and/or conditions of this Agreement the Company shall have the right (without prejudice to any other rights it may have) to terminate this Agreement or suspend provision of the Services, or suspend the Customer's account facility, forthwith and without notice.

13. RESOLUTION OF DISPUTES and GOVERNING LAW

13.1 The parties hereto submit to the exclusive jurisdiction of the Courts of England and Wales.

14. ENTIRE AGREEMENT

14.1 This Agreement contains all the terms agreed by the parties regarding the subject matter hereof and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and no representation undertaking or promise shall be taken to have been given or be implied from anything said or written prior to this Agreement except as expressly set out in this Agreement.

15. NOTICES

15.1 Any notice to be given by any party to the other under this Agreement shall be sufficiently served if left at, or sent by prepaid registered post or recorded delivery service or telefax or telex to the party to be served at. Its address as set out in this Agreement or such other address as it may notify for such purpose and shall be deemed to have been served when so left or sent by telefax or telex or in the case of posting 24 hours after the same was posted. In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly posted in accordance with this clause.

16. WAIVER

16.1 No forbearance, indulgence or failure by the Company to enforce or to exercise, at any time or for any period of time, any term of or any right arising pursuant to this Agreement shall constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect the Company's right later to enforce or exercise it.

17. SEVERABILITY

17.1 The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall not in any way affect the remaining terms or rights.