

TERMS & CONDITIONS

The terms and conditions set out below are the terms and conditions on which Driven - For You Limited is prepared to provide vehicle delivery and associated services. When an order is given to Driven - For You Limited to provide vehicle delivery services it is an offer to make use of those services. A binding contract between Driven - For You Limited and a customer will come into being when Driven - For You Limited accepts the customer's offer.

1 Definitions

In this Agreement, the following words shall have the following meanings:

'Agreement' means the agreement containing these Terms and Conditions;

'Booking' means a request by the Customer to deliver a Vehicle from the Collection Point to a Delivery Point at a particular date and time, subject to acceptance by the Company and the provisions of this Agreement;

'Collection Point' means the address a Vehicle is to be collected from as notified by the Customer to the Company at the time of the Booking;

'Company' means Driven - For You Limited a company incorporated in England and Wales under company number 1140127 and whose registered office is at Suite 46, Langthwaite Business Centre, Langthwaite Business Park, Langthwaite Road, South Kirkby, WF9 3AE;

'Customer' means a person or company who makes a Booking for Delivery Services;

'Delivery Point' means the address a Vehicle is to be delivered to as notified by the Customer to the Company at the time of the Booking;

'Delivery Services' means delivery of a Vehicle by the Company from the Collection Point to the Delivery Point and includes all associated services subject to the provisions of this Agreement;

'Fee(s)' means the amount the Company charges to provide the Delivery Services to a Customer as [specified in Schedule 2 below or] notified to the Customer at the time of the Booking;

'Parties' means the Company and the Customer, and 'Party' shall mean either one of them;

['Passenger' means any person (including the Customer) that the Customer wishes the Company to collect from the Collection Point and convey to the Delivery Point;]

'Specification' means the specific Delivery Services to be provided by the Company under this Agreement as [set out in Schedule 1 below or] agreed by the Parties [on each Booking (or) from time to time];

'Tariff' means the standard set of Fees for the provision of Delivery Services; and 'Vehicle' means any car, motorcycle, van or other form of transport to be delivered by the Company to fulfil a Booking.

2 Company Services

The Company shall provide the Delivery Services on the dates and at the times requested by the Customer, subject to:

The Customer making a Booking for the delivery of a Vehicle from the Collection Point to the Delivery Point;

The Customer paying the Fee for the Delivery Service requested; and the Company accepting the Booking.

The Company shall only accept bookings subject to the provisions of this Agreement, and reserves the right to refuse delivery for or in accordance with the requirements of any Customer.

Subject to express instructions given by the Customer and agreed by the Company, the Company shall, at its complete and sole discretion, be able to choose the route to be used for the delivery of any Vehicle. If the Company at any time considers that it is necessary or desirable in the Customer's interest to depart from the Customer's express instructions, it may do so.

3 Delivery of Vehicles

When making a Booking for the delivery of a Vehicle, the Customer shall inform the Company of:

the place where the Vehicle is to be picked up, preferably with postcode;

the destination to be reached, preferably with postcode;

the date and time of collection;

the date and time for delivery of the Vehicle;

any special requirements regarding associated services (including but not limited to testing, repairs, inspection and valeting) for the Vehicle; and

a direct telephone number and relevant contact for the person or organisation which is to receive the Vehicle.

When the Company accepts a Booking for delivery of a Vehicle, the Company shall use reasonable endeavours to:

collect the Vehicle from the Collection Point;

deliver the Vehicle to the Delivery Point;

comply with any notified collection, delivery or handling instructions of the Customer;

obtain a receipt for the delivery of the Vehicle at the Delivery Point; and

comply with any times agreed with the Customer for collection and/or delivery.

The Company shall ensure that the Vehicle is at all times from collection to delivery in the custody of a responsible person employed by the Company or an agent or sub-contractor of the Company or employed by such sub-contractor .

The Company undertakes only to deliver to the Delivery Point and not to any specified person.

Subject to any special instructions agreed between the Company and the Customer, the Company shall deliver the Vehicle at the Delivery Point to the person named as recipient or to some responsible person at that address. The Company shall not be liable if any person at the delivery address misrepresents his authority to receive the Vehicle on the addressee's behalf.

The Company shall ask the person receiving the Vehicle to sign a receipt, which may be in electronic form and which shall constitute proof of delivery. Such a receipt shall be conclusive

evidence as to the fact and time of delivery of the Vehicle and, apart from any observation to the contrary noted on the receipt, evidence that the Vehicle was delivered in good condition. The Company may suspend delivery of the Vehicle if it cannot effect delivery to the Delivery Point, if the recipient at the Delivery Point refuses to accept delivery, or if the address shown as the Delivery Point is incorrect. Where the Company is entitled to suspend delivery of the Vehicle, it shall hold that Vehicle to the Customer's order or, at the Company's discretion, return the Vehicle to the Customer, in which case the Customer shall be responsible for paying all applicable charges calculated according to the Company's prevailing rates. Unless the Parties agree otherwise, any time for collection or delivery specified in the Schedule by the Customer or the Company (or agreed to by the Company) shall not be of the essence.

5 Customs

5.1 Where the Vehicle requires customs clearance, it shall be the Customer's responsibility to provide complete and accurate documentation for the purpose and the Company shall act as the Customer's agent in obtaining customs clearance where necessary.

5.2 If any duties, taxes, penalties, charges or expenses are imposed or incurred as a result of any action by the customs authorities or any failure by the Customer or the recipient to provide correct documentation or any permits or licences required in connection with carriage of the Vehicle, the Company shall be entitled to charge the amount incurred to the recipient. If the Company cannot recover any such amount from the recipient, the Customer shall pay to the Company the amount in question on request.

6 Fees and other sums payable

6.1 The Customer shall pay the appropriate Fees to the Company in accordance with the Tariff before the delivery of the Vehicle [or any Passenger] at the Delivery Point.

6.2 If the Company is required to pay any taxes, duties or levies on behalf of the Customer, recipient or some other party, and is unable to recover such amount on request from the relevant person, that amount shall be payable by the Customer on demand. This also applies in cases where the recipient or any other third party fails to pay any charges which they are due to pay.

6.3 All amounts stated are exclusive of VAT which will be charged in addition at the rate in force at the time the Customer is required to make payment.

6.4 Any cancellation of a Booking must be notified in writing by the Customer to the Company by not later than 2:00pm on the working day prior to the agreed collection day of the Vehicle and failing which the Customer shall remain liable for the full Fee payable.

6.5 All sums due to the Company under this Agreement shall be paid when due without any deductions, and payment shall not be withheld or deferred on account of any claim, counterclaim or setoff.

6.6 If the Customer does not make a payment by the date stated in an invoice or as otherwise provided for in this Agreement then the Company shall be entitled:

6.6.1 to charge interest on the outstanding amount at the rate of 4% a year above the base lending rate of Santander Bank, accruing daily;

6.6.2 to require the Customer to pay, in advance, for any Delivery Services (or any part of the Delivery Services) which have not yet been performed; and

6.6.3 not to perform any further Delivery Services (or any part of the Delivery Services).

6.7 When making a payment the Customer shall quote relevant reference numbers and the invoice number.

7 Warranties, liability and indemnity

7.1 The Customer represents, warrants and undertakes that:

7.1.1 it is either the owner or the authorised agent of the owner of the Vehicle which it requests the Company to deliver; and

7.1.2 it is authorised to accept and accepts these Conditions not only for itself but also for all other persons who are or may subsequently become interested in the Vehicle.

7.2 The Company warrants that it will use reasonable care and skill in performing the Delivery Services.

7.3 The Company shall not be liable for:

7.3.1 any delay in delivery resulting from the unavailability at the delivery address of the named recipient or the impracticability of complying with any special delivery instructions; nor

7.3.2 any loss, damage, misdelivery or delay in delivery occasioned solely or principally by any circumstances beyond its reasonable control, including but not limited to:

(a) act of God

(b) criminal, malicious or negligent acts or omissions of third parties,

(c) any industrial action,

(d) any suspension or cancellation of transport services by reason of the presence, threat or fear of bad weather, fire, flood or any of the matters set out in this clause 7.3.2, and

(e) traffic congestion, mechanical breakdown, or the obstruction of any public or private highway,

in which circumstances the Company shall take such steps as are reasonably practicable to begin or continue the delivery.

7.4 The Company's liability shall be as follows:

7.4.1 The Company shall be liable for:

(a) any loss of or damage to the Vehicle; or

(b) any delay in delivery, misdelivery or non-delivery; or

(c) non-compliance with the Customer's instructions,

only if it is proved that the loss, damage, delay, misdelivery, non-delivery or non-compliance was due to the Company's negligence or default.

[7.4.2 If the Company provided delivery of both the Vehicle and Passengers, the carriage of the personal effects of any Passenger shall be solely at the Customer's risk, and the Company shall incur no liability of any kind in respect of it. The Customer is advised to insure against such risks.]

7.5 The Company shall not be liable to the Customer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Customer of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

7.6 The Customer shall indemnify and hold harmless the Company from and against all Claims and Losses arising from loss, damage, liability, injury to the Company, its employees and third parties by reason of or arising out of any breach of the Customer's obligations under this Agreement. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' shall mean all losses

including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

8 General

8.1 Amendments

No agent or any person employed by or under contract with the Company has authority to alter or vary in any way these Terms and Conditions unless previously expressly authorised to do so by the Company in writing.

8.2 Assignment

Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party. A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to whom it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

8.3 Entire agreement

This Agreement contains the whole agreement between the Parties in respect of vehicle movements and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to vehicle movements. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

8.4 Waiver

No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

8.5 Agency, partnership etc

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

8.6 Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

8.7 Interpretation

In this Agreement, unless the context otherwise requires:

8.7.1 words importing any gender include every gender;

8.7.2 words importing the singular number include the plural number and vice versa;

8.7.3 words importing persons include firms, companies and corporations and vice versa;

8.7.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;

8.7.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

8.7.6 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

8.7.7 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation;

8.7.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

8.7.9 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

8.8 Notices

Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail to the addresses specified in clause 1 above or such other addresses as the Parties may agree from time to time in writing. Notices shall be deemed to have been received 3 working days after the day of posting.

8.9 Law and jurisdiction

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

8.10 Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions, except that any sub-contractor of the Company and the servants and agents of the Company and any such sub-contractor are third parties to this Agreement within the meaning of that Act and shall be entitled to enforce this Agreement accordingly.