

TERMS AND CONDITIONS FOR THE TRANSPORTATION AND PROTECTION OF HIGH VALUE ASSETS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following terms shall have the meaning assigned to them below:

“Assets” means the valuables which are to be transported from the Collection Address to the Delivery Address in the Vehicle;

“Charges” means the charges payable by the Customer under the Contract;

“Collection Address” means the location from which the Assets are to be collected by the Company;

“Company” means Security Drivers International Limited;

“Conditions” means these Terms and Conditions of Supply and all provisions contained therein;

“Contract” means a contract between the Company and the Customer for the supply of Services, as evidenced by the Company’s written acknowledgment of the Order;

“Customer” means any person, firm or company with whom the Company contracts in respect of the performance of the Services;

“Delivery Address” means the location to which the Assets are to be delivered by the Company;

“Designated Representative” means any individual(s) nominated by the Customer to accompany the Assets during the performance of the Services;

“Order” means the Customer’s order for Services, which shall be deemed to have been placed with the Company when the Customer accepts the Quotation either verbally or in writing;

“Quotation” means the quotation for the Services which is provided by the Company to the Customer;

“Services” means the transport of Assets in the Vehicle by the Company in accordance with the Contract;

“Vehicle” means the Company’s vehicle which is to be used to transport the Assets from the Collection Address to the Delivery Address.

1.2 A reference to a clause is to a clause of these Conditions. Clause headings shall not affect the interpretation of these Conditions.

1.3 Any reference to “parties” means the parties to the Contract and “party” shall be construed accordingly.

1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

1.6 Words in the singular include the plural and in the plural include the singular.

1.7 Any reference to “writing” or “written” includes faxes and emails, subject to the provisions of clause 13.3.

2. APPLICATION OF CONDITIONS

2.1 All Quotations are given subject only to these Conditions, which shall be incorporated into the Contract and which shall prevail to the exclusion of any other terms including any conditions, warranties or representations written or oral, express or implied, even if contained in any of the Customer’s documents which purport to provide that the Customer’s own terms shall prevail. Any representations about any Services shall have no effect unless expressly agreed in

- writing and signed by the Company's authorised signatory.
- 2.2 Any Quotation is given on the basis that no Contract shall come into existence unless and until the Company acknowledges the Order in writing.
 - 2.3 Any Quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
 - 2.4 The description of the Services shall be as set out in the Company's acknowledgment of the Order.
 - 2.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, price list, Quotation, acknowledgment of an Order, invoice or other document or information issued by the Company shall be subject to correction without any liability on the Company's part.
 - 2.6 All descriptive matter, images and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them and they shall not form part of the Contract.
 - 2.7 The Company has no obligation to accept any variation to the Contract requested by the Customer, whether by addition, substitution or omission and no such request shall be deemed to be accepted in the absence of the Company's written agreement to the variation.
 - 2.8 The Contract may not be cancelled by the Customer without the Company's written consent and subject to the payment to the Company of all costs, charges and expenses incurred or likely to be incurred by the Company arising from, occasioned by, or related to the cancellation of the Contract, including charges in respect of lost profit.
 - 2.9 No cancellation rights under the Consumer Contracts Regulations 2013 (the "CCR") shall be deemed to apply in respect of the Contract, because the Contract is a contract for the transport of goods and such contracts may not be cancelled under the CCR.
 - 2.10 Any information which is or which could reasonably be supposed to be confidential and which is provided by the Company to the Customer under or in connection with the Contract ("Confidential Information") is provided for the purposes of the Customer only and may not be disclosed by the Customer or used by the Customer other than in furtherance of the performance of the Customer's obligations under the Contract.
 - 2.11 The Customer warrants that it is either the owner of the Assets or the authorised agent of the owner of the Assets and accepts these Conditions not only for itself, but also as agent for and on behalf of the owner of the Assets.

3. CUSTOMER'S OBLIGATIONS

- 3.1 The Customer warrants and undertakes that:
 - (a) it shall ensure that the description of the Assets is complete and accurate;
 - (b) it shall promptly provide the Company with complete and accurate instructions and information required to enable the Company to properly perform the Services and shall ensure that the Collection and Delivery Addresses are clearly stated;
 - (c) it shall make the Assets available for collection by the Company at the Collection Address on the date and at the time notified by the Customer to the Company and shall promptly notify the Company of any proposed changes to any agreed collection and/or delivery schedules;
 - (d) the Assets shall, upon presentation to the Company, be safe, undamaged and free from defects and shall be prepared for transportation within the Vehicle so as to be safely carried and handled and so as to avoid any damage to the Assets or any loss, destruction, or deterioration of the Assets during the performance of the Services and so as to avoid any damage or injury to any other goods, property or persons, howsoever arising;
 - (e) it shall notify the Company if the Assets are to be accompanied by its Designated Representative and if is the case, the Customer acknowledges that the Company shall not be required to handle the Assets and the Customer agrees that the handling of the Assets (including the loading of the Assets into and the unloading of the Assets out of the Vehicle) shall be the sole responsibility of its Designated Representative;
 - (f) it shall assume full responsibility for the actions or omissions of its Designated Representative, including where any such actions or omissions lead to or result in the Assets being lost, stolen, damaged or involved in any accident or other event;

- (g) it shall promptly inform the Company of any special requirements for the transportation or handling of the Assets and if the Customer fails to do so, the Company shall have no liability whatsoever in the event of any damage to the Assets or any loss, destruction or deterioration of the Assets arising from any non-compliance with any such requirements;
- (h) it shall be solely liable for all additional costs and expenses incurred by the Company in complying with any special requirements referred to in sub-clause (g).

4. COLLECTION AND DELIVERY

- 4.1 The Services shall be deemed to commence upon the Company's dispatch of the Vehicle to the Collection Address.
- 4.2 The Services shall be deemed to terminate:
 - (a) once the Vehicle has arrived at the Delivery Address (where the Assets are to be accompanied by a Designated Representative); or
 - (b) once the Assets have been unloaded from the Vehicle at the Delivery Address (where the Assets will not be accompanied by a Designated Representative).
- 4.3 The Company reserves to itself full liberty as to the means, route and procedure to be followed in the performance of the Services.

5. INSURANCE

- 5.1 The Customer must arrange its own insurance and such insurance must provide adequate coverage for all risks which may arise under the Contract. The Customer warrants that it will ensure that the insurance policy names the Company as a co-insured and incorporates a term preventing the insurers from pursuing any claim against the Company, whether under rights of subrogation, assignment or otherwise. Any failure on the part of the Customer to comply with this clause 5.1 shall constitute a breach of the Contract and the Company shall be relieved of all liability for any loss or damage to the Assets whatsoever and howsoever arising.

6. LIMITATION OF LIABILITY

- 6.1 The Company shall have no liability whatsoever (whether arising in contract, tort or otherwise) for the late delivery of Assets or for any other delay whatsoever and howsoever arising. All collection and delivery times or dates provided by the Company are estimates only and are provided solely as a guide to assist the Customer. The time for collection and delivery shall not be of the essence.
- 6.2 The liability of the Company in respect of any claim for any loss or damage whatsoever and howsoever arising shall not exceed the amount of the Charges in respect of the Services to which the claim or claims relate.
- 6.3 Nothing in these Conditions shall exclude or limit the Company's liability for fraud, or for death or personal injury caused by its negligence or for any other liability which it is not lawfully permitted to exclude or limit.
- 6.4 The Company warrants that the Services shall be undertaken with reasonable skill and care. All other warranties, conditions and other terms implied by statute or common law that may otherwise apply to the Company (save for the conditions implied by section 2 of the Supply of Assets and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.
- 6.5 Subject to the provisions of clause 6.3, the Company shall have no liability whatsoever (whether arising in contract, tort or otherwise) for any loss of profits, loss of opportunity, loss of contracts, loss of goodwill or reputation, loss of business, loss of anticipated savings; or for any special, indirect or consequential loss or damage of any kind.

7. INDEMNITY

- 7.1 The Customer shall indemnify and hold the Company harmless against all claims, liability (whether arising in contract, tort, or otherwise), damage, loss (including direct, indirect and consequential loss), costs and expenses (including legal costs):
 - (a) made by or against or incurred by the Company arising out of or in respect of any breach of contract or these Conditions or negligence, misconduct or breach of duty by the Customer

- or the Customer's agents (including any Designated Representatives); or
- b) arising out of the Company acting in accordance with the Customer's instructions or those of its agents (including any Designated Representatives).

8. SUB-CONTRACTORS

- 8.1 The Company may, in its absolute discretion, sub-contract or otherwise delegate the performance of the Services, whether in whole or in part.

9. CHARGES

- 9.1 The Charges shall be the charges set out in the Company's acknowledgment of the Order.
- 9.2 The Company reserves the right to increase the Charges at any time, upon written notice to the Customer, to reflect any increase in the cost of performing the Services to the Company, where such increase is beyond the reasonable control of the Company, to include foreign exchange rate fluctuations, changes in any currency regulations, changes in the rate of tax or duty, and any increase in the cost of labour, materials, fuel, permits, or other overheads.
- 9.3 In the event of:
 - (a) any change to or discrepancy, error or omission in any information provided to the Company in respect of the description of the Assets; or
 - (b) any change to or discrepancy, error or omission in the instructions or information provided to the Company in order to enable the Company to properly perform the Services; or
 - (c) the Customer's breach of or non-compliance with any of its warranties and undertakings in clause 3; or
 - (d) any delay or other inconvenience caused by the Customer;then the Company shall be entitled to charge the Customer for any additional or consequential charges, costs or expenses arising therefrom, occasioned thereby or otherwise related thereto.
- 9.4 Without prejudice to the generality of clause 9.2 or 9.3, additional charges shall be payable at a rate of £5.00 per minute in the event that the Company is required to wait for more than 40 minutes at the Collection Address.
- 9.5 The Charges are exclusive of VAT, which shall be charged by the Company and paid by the Customer at the appropriate rate.

10. TERMS OF PAYMENT AND LIEN

- 10.1 The Company may issue an invoice for the Charges at any time following the Company's acknowledgment of the Order and the Company's invoice shall be payable within 7 days of its date.
- 10.2 Time for payment shall be of the essence. If the Customer fails to make payment in accordance with the provisions of clause 10.1, then without prejudice to any other remedies available to the Company:
 - (a) the Company may charge interest on the total outstanding amount from the due date of payment until the actual date of payment, at the rate of 5% above the base rate of Barclays Bank plc per month, calculated on a daily basis;
 - (b) the Company may suspend or cancel performance of all or any of the Services at any time in its absolute discretion and exercise a lien over the Assets in accordance with clause 10.3;
 - (c) the Company may demand advance payment for any other services which the Company has agreed to undertake.
- 10.3 The Company shall have a general lien against the Customer in respect of all Assets in the Company's custody or control for all sums due at any time from the Customer on any account whatsoever.
- 10.4 The Customer shall pay to the Company all sums due without reduction or deferment on account of any claim, counterclaim or set-off.
- 10.5 The Company reserves the right, upon notice in writing to the Customer, to amend its terms of payment at any time.

- 10.6 For the avoidance of doubt, the rights of the Company under this clause 10 shall not be affected in the event that the Contract is terminated in accordance with the provisions of clause 11.
- 10.7 Without prejudice to any of the foregoing provisions of this clause 10, the Company may vary its payment terms in writing at any time.

11. TERMINATION

- 11.1 Notwithstanding any other provision in these Conditions, the Contract may be terminated by the Company with immediate effect upon written notice to the Customer if:
 - (a) the Customer commits any breach of its obligations under the Contract and fails to remedy the same within three days of receipt of a written notice from the Company specifying the breach and requiring it to be remedied; or
 - (b) any payment due under the Contract is not made in accordance with the provisions of clause 10; or
 - (c) the Customer goes into liquidation, becomes insolvent or bankrupt, makes a voluntary arrangement with its creditors, or has a receiver or administrator appointed, or the Company reasonably believes that any such event is likely to occur.
- 11.2 Termination of the Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party hereunder or at law, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or to continue in force on or after such termination.

12. FORCE MAJEURE

- 12.1 The Company shall not be deemed to be in breach of the Contract nor incur any liability whatsoever to the Customer in the event that the non-performance, part-performance or delay in the performance of the Services or failure to perform any obligation under the Contract is caused by an event beyond the reasonable control of the Company (a "Force Majeure Event") which shall include the following events:
 - (a) Acts of God, Pandemic, Epidemic, natural or other disasters, explosion, flood, fire, inclement weather or road accident; or
 - (b) war, hostilities (whether declared or not), invasion, acts of foreign enemies; or
 - (c) rebellion, revolution, insurrection, terrorist activity, military or usurped power; or
 - (d) riot, civil commotion or disorder; or
 - (e) acts, restrictions, regulations, by-laws, refusals to grant any licenses or permissions, prohibitions, or measures of any kind on the part of any governmental authority or agency; or
 - (f) strikes, lock-outs, or other industrial actions or trade union disputes of whatever nature; or
 - (g) seizure, arrest or forfeiture under legal process; or
 - (h) difficulties in obtaining labour, fuel, or equipment.
- 12.2 Should the Force Majeure Event continue for a period in excess of 90 days then the Customer shall be entitled to give the Company notice in writing to terminate the Contract.

13. GENERAL

- 13.1 The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties.
- 13.2 No forbearance or indulgence granted by the Company to the Customer shall in any way limit any right of the Company under these Conditions.
- 13.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.
- 13.4 Neither the Company nor the Customer intends that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is

not a party to it.

- 13.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 13.6 Any dispute arising under or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application by either party to the President for the time being of the Law Society whose decision as to the type, qualifications and experience of such arbitrator shall be final and binding on the parties. The costs of the arbitrator shall be borne by the parties as he directs and his decision on the issue in dispute shall be final.
- 13.7 The Contract shall be subject to and construed under the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales for that purpose.