

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these Conditions:

"ADDITIONAL SERVICES" means such other hospitality facilities provided by the Company to the Client or its personnel when carrying out the Services.

"CLIENT" means the Company or person named on the Booking for whom the Company has agreed to provide the Services in accordance with these Conditions.

"COMPANY" means Trident Logistics (UK) Ltd.

"COMPANY'S CHARGES" means the charges shown in the price list or calculated by computer mapping relating to the Service together with any additional charges related to any Additional Services provided by the Company to the Client as varied by the Company from time to time.

"CONTRACT" means the contract for the provision of the Services.

"SERVICES" means the service to be provided by the Company for the Client and referred to in the Booking.

"VEHICLES" means the motor vehicles operated by the Company in carrying out the services.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. SUPPLY OF THE SERVICES

2.1 The Company shall provide the Services to the Client subject to these Conditions. Any changes or additions to the Services or these Conditions must be agreed in writing by the Company and the Client

2.2 The Company may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Services.

2.3 The Company may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

2.4 Although the Company agrees to use its reasonable care and skill in providing the Services it gives no guarantee that the Services will be provided in a timely manner if the delay or failure was due to any cause beyond the Company's control.

2.5 The Company reserves the right at its absolute discretion without giving any reason, to decline to provide the Services, notwithstanding that a Contract has been entered into with the Client.

3. CHARGES

3.1 Subject to any special terms agreed, the Client shall pay the Company's Charges and any additional sums which are agreed between the Company and the Client and specified in the Booking for the provision of the Services or which, in the Company's sole discretion, are required as a result of the Client's instructions or lack of instructions.

3.2 The Company shall be entitled to vary the Company's Charges from time to time.

3.3 All charges quoted to the Client for the provision of the Services are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.4 The Company shall be entitled to invoice the Client at the end of each week or month in which the Services are provided, or at other times agreed with the Client.

3.5 The Company's Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the

date of the Company's invoice unless agreed otherwise. All payments shall be made by the Client by cheque or bank transfer to the account of the Company or Factors.

3.6 If payment is not made on the due date, the Company shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 8% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full.

4. INSURANCE

4.1 The Company agrees to maintain adequate insurance in respect of its Vehicles and in relation to the provision of the Services with a reputable insurance company against all insurable liability of such an amount as shall be determined by the Company. The Company shall upon written request of the Client provide to the Client copies of the Certificates of Insurance.

5. THIRD PARTIES & SUBCONTRACTING

The Company reserves the right in its absolute discretion to perform the whole or any part of the relevant service or subcontract all or part of them as it thinks fit. The Company may employ and engage the services of any carrier for the purpose of fulfilling the contract, and any such other carrier shall have like power to subcontract under these terms and conditions in these circumstances. The Company shall use its best endeavours to ensure that the sub-contractor shall be of equal standing to the Company.

6. SPECIFIC TO PASSENGER TRANSPORT

6.1 Subject to express instructions given by the customer, the Company reserves to itself absolute discretion as to the vehicle type and route to be followed in the transportation of passengers. Further, if in the opinion of the Company it is at any stage necessary or desirable in the Company's interests to depart from those instructions the Company shall be at liberty to do so.

6.2 The Company will endeavour to provide the type of vehicle ordered by the Customer but retains the right for operational reasons, to provide an alternative on the strict understanding that the customer shall only be liable to pay the rate for the vehicle ordered in accordance with the tariff.

6.3 In the case of any damage sustained to the Company's vehicle by the Customer howsoever caused, the Customer will be held liable for all costs pertaining to the matter, including but not limited to, damage repair, vehicle valeting, reasonable compensation of the Company's loss of earnings, and any other liabilities incurred by the Company in relation to the incident.

6.4 The Company shall not be held liable for any property left by the Customer in a vehicle. Any discovered items will be tagged, entered in the lost property book and held at the Company's offices for a period no less than three months, whilst the Company shall make every reasonable effort to reunite the goods with their owner. A charge may be incurred if the Company has to deliver said goods.

6.5 Where the Customer requests the Company to provide a child seat, or provides their own, it is incumbent upon the passenger to check that it is securely fitted to their satisfaction. No liability can be taken for a problem arising from an incorrectly fitted seat.

6.6 Passengers are responsible for ensuring they comply with the law and wear a safety belt, unless they can provide a medical certificate of exemption. Adults should check that children under 16 in their care are also wearing belts. No responsibility can be taken for accidents arising from the non-compliance with the law.

7. BAGGAGE – LOSS/DAMAGE

7.1 Customers baggage carried by the Company's drivers is entirely at the Customers own risk.

7.2 The Company does not accept any liability for any loss or damage to any baggage, goods or contents whilst in the vehicle

7.3 Responsibility lies with the Customer to ensure that baggage is accounted for and loaded into or unloaded from

the vehicle prior to leaving the point of collection or departure.

8. SPECIFIC TO GOODS SERVICES

8.1 Subject to the express instructions given by the Customer, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of the goods. Further, if in the opinion of the Company it is at any stage necessary or desirable in the Company's interests to depart from those instructions the Company shall be at liberty to do so.

8.2 The Company shall be under no obligation to provide additional manpower or facilities for the loading or unloading of any consignments unless specifically requested by the customer in advance, and such instructions have been accepted by the Company. The Company reserves the right to charge the Customer for any waiting time incurred by the driver in addition to the time to be charged for any extra manpower in accordance with the tariff.

8.3 The Company shall only be responsible for any loss or damage to goods, for any non-delivery or miss-delivery, if it is proved that the loss, damage or non-delivery occurred while the goods were in the actual custody of the Company and under its actual control and that such loss, damage, non-delivery or miss-delivery was due to the negligence or default of the Company.

8.4 The Customer warrants that all goods entrusted to it for carriage have been properly and sufficiently packed, labelled and or pre-paid. Consignments which are in the Company's opinion are badly packed will be unpacked and repacked by the Company at the Customers risk and delivered by the Company as soon as is reasonably possible. The Company reserves the right to make a charge for repacking.

8.5 It shall be the responsibility of the Customer to satisfy himself that any load he wishes to have carried by the Company shall be suitable for conveyance in the vehicle ordered by the Customer and provided by the Company and the Company shall accept no liability whatsoever for any loss or damage to such load arising from the unsuitability of such a vehicle.

8.6 In the event of the Company providing transport, the carriage of goods shall be solely at the risk of the Customer and the Company shall incur no liability of any kind in respect thereof. Consequently, the Customer is advised to insure against all such usual risks.

9. WARRANTIES AND LIABILITIES

9.1 The Company warrants to the Client that the Services will be provided using reasonable care and skill.

9.2 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) including without limitation loss of anticipated profits, goodwill, reputation, business receipts or contracts or losses or expenses resulting from third party claims which arise out of or in connection with the provision of the Services or their use by the Client, and the entire liability of the Company under or in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise shall not in any circumstances exceed the amount of the Company's Charges for the provision of the Services.

9.3 The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any

delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services.

9.4 The Company shall not be liable to the Client under the provisions of this clause unless a written claim is received by the Company within 5 days from the date that the Company provided the Services to the Client.

9.5 The Client shall be responsible for and shall fully indemnify the Company in respect of any loss or damage caused to the Vehicle or any additional costs or expenses incurred by the Company due to any act, omission or default of the Client when using the Services.

9.6 For the avoidance of doubt, where the Client enters into a Contract with the Company in respect of the Services and consents to its employees, agents, sub-contractors, customers or suppliers actually utilising the Services, the Client shall remain solely liable to the Company in respect of any loss or damage suffered by the Company caused by any act, omission or default notwithstanding any other remedy the Company may have against any other third party.

10. TERMINATION

Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his creditors or has a receiver or administrator appointed.

11. GENERAL

11.1 These Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

11.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.4 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.

12. GOVERNING LAW

All agreements between the Company and its Customers shall be governed by English law and shall fall within the non-exclusive jurisdiction of the English courts.