

Queensmead Auto Services Limited
Standard Terms and Conditions of Business
(2025 Edition)

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF
CONDITION 17 RE LIMITATION OF LIABILITY.

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Applicable Laws	all laws and regulations applicable to the Parties and the provision of the Services, including road traffic laws and government guidance in respect of public health and travel and local laws and regulations where the Services are provided outside the United Kingdom
Booking	a request for services made by the Client to Queensmead, which may be accepted by Queensmead subject to these Conditions
Charges or Service Charges	any additional amounts payable by the Client in the event of developments relating to the delivery of Services which have not been allowed for in the Rates in accordance with Condition 6.4
Claims	all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise)
Client	the person who purchases the Services from Queensmead
Collection Point	the address a Vehicle is to be collected from, as notified by the Client to Queensmead at the time of the Booking
Conditions	these terms and conditions
Contract:	the contract between Queensmead and the Client for the supply of the Services in accordance with these Conditions
Costs or Service Costs	any costs and expenses payable by the Client in addition to the Rates in accordance with Condition 6.3
Delivery Point	the address a Vehicle is to be delivered to, as notified by the Client to Queensmead at the time of the Booking
Force Majeure	any cause preventing a Party from performing any or all of its obligations arising from, or attributable to, acts, events, omissions or accidents beyond the reasonable control of the Party so affected
Losses	all losses, including financial losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable

legal fees) and other charges of any nature whatsoever, including such items arising out of or resulting from actions, proceedings, claims and demands

Parties	Queensmead and the Client, and Party shall mean either of them
Passenger	any person, including the Client, that the Client instructs Queensmead to collect from the Collection Point and convey to the Delivery Point
Queensmead	Queensmead Auto Services Limited (registered in England and Wales with company number 02934535)
Queensmead Driver	a driver supplied by Queensmead to perform the Services, whether an employee, agent or sub-contractor of Queensmead
Rate or Service Rate	the amount payable by the Client for a particular Service in accordance with Condition 6.2
Services	the services to be supplied by Queensmead to the Client as agreed by the Parties on each Booking or from time to time
System	Queensmead's database and fleet management system
Vehicle	any motor vehicle in respect of which the Services are agreed to be supplied
Waiting Time	the time incurred when the Queensmead Driver is required to spend time on behalf of the Client which has not been allowed for in the Service Rate, for which there is a Charge in units of one hour

1.2 Interpretation:

In these Conditions, unless the context otherwise requires:

- 1.2.1 references to the singular or plural numbers include each other, and references to the masculine, feminine or neuter genders include the others;
- 1.2.2 references to persons include individuals, bodies corporate, partnerships and unincorporated associations;
- 1.2.3 references to writing or written include email;
- 1.2.4 headings are for ease of reference only, and are not intended to affect the construction of any provision;
- 1.2.5 any reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.6 where the word "including" is used, it shall be understood as meaning 'including without limitation', and
- 1.2.7 any words following the terms "such as" or "for example" or any similar expression are illustrative and do not limit the sense of the wording after them.

2. Basis of Contract

- 2.1 Any quotation given by Queensmead shall not constitute an offer.
- 2.2 The Booking constitutes an offer by the Client to purchase Services in accordance with these Conditions. Bookings may be made via Queensmead's website, by email or telephone, on an ad-hoc basis and/or under an existing Contract.
- 2.3 Queensmead shall only accept Bookings subject to these Conditions and reserves the right to refuse a Booking. A Booking shall only be accepted when Queensmead issues written acceptance of that Booking, when the Contract shall come into existence.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. Movement of Vehicle Services

- 3.1 The Client shall provide Queensmead with the following information when a Booking is made for the movement of a Vehicle:
 - 3.1.1 the date on which the Vehicle collection is required;
 - 3.1.2 the date on which the Vehicle delivery is required;
 - 3.1.3 the Vehicle's Collection Point, including the postcode;
 - 3.1.4 the Vehicle's Delivery Point, including the postcode;
 - 3.1.5 the make, model, colour, registration number and chassis number of the Vehicle;
 - 3.1.6 the name and contact details of the person from whom the Vehicle is to be collected;
 - 3.1.7 the name and contact details of the person to whom the Vehicle is to be delivered;
 - 3.1.8 any specific timing requests relating to the movement of the Vehicle; and
 - 3.1.9 any special instructions regarding associated services (such as inspection, documentation and valeting).
- 3.2 The Client shall specify to Queensmead at the time of Booking any Vehicle movement that requires trade plates. Trade plates are not normally carried by Queensmead Drivers.
- 3.3 If making an ad-hoc Booking for the movement of a Vehicle, the Client shall pay the Service Rate to Queensmead not less than 48 hours before the scheduled movement of the Vehicle in accordance with Condition 7.1.1.
- 3.4 The Client shall make Vehicles available for collection by the Queensmead Driver from 7.30 a.m. on the day of the movement unless specific arrangements have been made.
- 3.5 Following acceptance of a Booking for the movement of a Vehicle, Queensmead shall, subject as stated below, use reasonable endeavours to:

- 3.5.1 collect the Vehicle from the Collection Point;
- 3.5.2 deliver the Vehicle to the Delivery Point;
- 3.5.3 comply with any notified collection, delivery or handling instructions of the Client;
- 3.5.4 obtain a signature on collection of the Vehicle from the Collection Point;
- 3.5.5 obtain a signature on delivery of the Vehicle to the Delivery Point, and
- 3.5.6 comply with any times agreed with the Client for collection and/or delivery.
- 3.6 Unless the Parties agree otherwise in writing, any time specified or agreed for the collection or delivery of a Vehicle shall not be of the essence.
- 3.7 Unless express instructions have been given and agreed by the Parties in advance, Queensmead has discretion to choose the route to be used for the movement of the Vehicle. This will not necessarily be the shortest route.
- 3.8 If at any time Queensmead considers that it is necessary, desirable or in the Client's interests to depart from the Client's express instructions, it may do so.
- 3.9 If at any time Queensmead requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part of them, the Client shall provide the same in a reasonable and timely manner.
- 3.10 Queensmead shall:
 - 3.10.1 ensure that the Vehicle is in the custody of a Queensmead Driver at every stage from collection to delivery.
 - 3.10.2 deliver only to the Delivery Point and not to any specified person (subject to any special instructions agreed between Queensmead and the Client, Queensmead shall deliver the Vehicle at the Delivery Point to the person named as recipient or to some responsible person at that address);
 - 3.10.3 require a signature (on paperwork or an electronic device) on collection and delivery of the Vehicle, which signatures shall be conclusive evidence:
 - 3.10.3.1 of the fact and time of the Vehicle's collection and delivery; and
 - 3.10.3.2 that, apart from any observation to the contrary noted on the paperwork or electronic device, the Vehicle was collected and delivered in good condition.
- 3.11 Queensmead shall aim to post any paperwork due for return to the Client on the same day by 1st class post but, as a minimum standard, shall post it by 2nd class Royal Mail within 48 hours of the Vehicle movement.
- 3.12 Queensmead shall be entitled to suspend the delivery of a Vehicle if:
 - 3.12.1 it cannot effect delivery to the Delivery Point;
 - 3.12.2 the recipient at the Delivery Point refuses to accept delivery; and/or

3.12.3 the address provided as the Delivery Point is incorrect,

in which case Queensmead shall either hold that Vehicle to the Client's order or, at its discretion, return the Vehicle to the Client and in either situation the Client shall pay all applicable Costs and Charges.

3.13 Where the movement of Vehicle Service to be provided is of a driven nature, Queensmead may:

3.13.1 refuse to collect or deliver a Vehicle which is of unroadworthy condition, without a valid MOT certificate and/or without valid Vehicle Excise Duty; and

3.13.2 make an abort Charge, which the Client shall pay in addition to the agreed movement of Vehicle Service Rate, if the Vehicle is unserviceable or unroadworthy.

4. Supply of Chauffeur Services

4.1 The Client shall provide Queensmead with the following information when a Booking is made for chauffeur Services:

4.1.1 the make, model, colour and registration number of the Client's Vehicle which is to be driven;

4.1.2 the Collection Point(s) and Delivery Point(s) for the Client's Vehicle and for any Passengers; and

4.1.3 any required itinerary between the Collection and Delivery Points.

4.2 Following acceptance of a Booking for chauffeur Services, Queensmead shall, subject as stated below, use reasonable endeavours to procure that the Queensmead Driver adheres to any itinerary specified in the Booking, provided that such itinerary shall be for guidance purposes only. The Queensmead Driver shall accordingly not be bound to comply with any Passenger's request regarding driving methods or routes, including, for the avoidance of doubt, a request to exceed speed limits or otherwise violate road and traffic rules.

4.3 Queensmead shall not be responsible for any loss or inconvenience that arises from any delay in the provision of the Service and/or in a particular journey duration that is attributable to traffic or weather conditions, breakdown or otherwise.

4.4 The Client shall have in place for every Vehicle to be used by Queensmead and provide documentary evidence of it on request:

4.4.1 fully comprehensive vehicle insurance, liability insurance, driver and passenger injury and loss insurance with a reputable provider in accordance with Condition 11.5.1;

4.4.2 valid Vehicle Excise Duty and an MOT certificate, where applicable.

4.5 The Client shall fully indemnify Queensmead and the Queensmead Driver against any Claims for damage to property or personal injury arising out of the Services, however caused, and/or for any insurance excess.

- 4.6 The Client shall be responsible for and shall indemnify Queensmead in relation to, all penalties or costs incurred in the provision of the Booking, including parking, tolls, congestion and emission charges.

5. Supply of Driver Services

- 5.1 Where the Booking is for the hire of a Queensmead Driver, the Parties shall comply with the Agency Workers Regulations 2010 where applicable.

5.2 Queensmead's Obligations

- 5.2.1 The provision of a Queensmead Driver is subject to availability.

- 5.2.2 Queensmead shall use its reasonable endeavours to procure that the services of a Queensmead Driver are supplied for the duration of a Booking, but this cannot be guaranteed, whether for all or any part of the period.

- 5.2.3 Queensmead may at any time during the Booking offer the Client a replacement Queensmead Driver, provided that the Client shall be under no obligation to accept any such replacement if, in the Client's reasonable opinion, such replacement is not suitable, whether by reason of experience, training, qualifications or any authorisation which the Client considers necessary to perform the Services or which are required by law or by any professional body.

- 5.2.4 If:

5.2.4.1 the Client has complied with Condition 5.3.1.1;

5.2.4.2 in the reasonable opinion of the Client, the Queensmead Driver fails to perform the Services satisfactorily; and

5.2.4.3 the Client gives Queensmead prompt written notice in accordance with Condition 5.3.1.5 stating its reasons why it has formed such opinion,

Queensmead shall use its reasonable endeavours to provide a suitable replacement Queensmead Driver to perform the Services and if no such replacement is available within a reasonable period, the Client may terminate the Booking with immediate effect by written notice, but shall remain liable for any Service Rates, Costs and Charges incurred before such termination.

- 5.2.5 Queensmead shall not be liable to the Client:

5.2.5.1 for any acts or omissions of the Queensmead Driver, the supervision of whom is the Client's responsibility in accordance with Condition 5.3.1.4;

5.2.5.2 for not supplying the services of a Queensmead Driver for the whole period or any part of a Booking; or

5.2.5.3 if the Queensmead Driver fails to have the experience, training, qualifications or any authorisation which the Client considers necessary, or which are required by law or by any professional body,

and the Client's sole remedy for any such matters is as set out in Condition 5.2.4.

5.3 The Client's Obligations

5.3.1 The Client shall:

- 5.3.1.1 give Queensmead sufficient information for Queensmead properly to select a suitable Queensmead Driver to perform the Booking;
- 5.3.1.2 for all health and safety matters, treat the Queensmead Driver as if they were a worker of the Client, as required by law. For example, the Client must:
 - 5.3.1.2.1 make the Queensmead Driver aware of the Client's Health & Safety Policy;
 - 5.3.1.2.2 assess and notify the Queensmead Driver of health and safety risks and put in writing the result of its assessment if the Client engages five or more people;
 - 5.3.1.2.3 inform the Queensmead Driver of the name of the Client's authorised Health and Safety representative and First Aider;
 - 5.3.1.2.4 ensure that the Queensmead Driver wears the protective clothing and equipment suitable for the work they are going to do;
 - 5.3.1.2.5 make the Queensmead Driver aware of all the necessary health and safety requirements, risks and procedures at all sites; and
 - 5.3.1.2.6 record any accidents or injuries in the Client's accident record book and, if necessary, tell the Health & Safety Executive.
- 5.3.1.3 if the wearing of a brand-specific uniform is required, supply this uniform at no cost to Queensmead. The Queensmead Driver shall otherwise be appropriately attired for driving work;
- 5.3.1.4 supervise and direct the Queensmead Driver's performance of the Booking;
- 5.3.1.5 notify Queensmead immediately (and, in any event, within four hours) if it is dissatisfied with the performance of the Queensmead Driver;
- 5.3.1.6 be responsible for ensuring that the Queensmead Driver complies with all Applicable Laws, including the relevant provisions of the Transport Act 1968;
- 5.3.1.7 check and sign timesheets (in a form approved by Queensmead), verifying the number of hours worked by the Queensmead Driver and evidencing satisfactory performance of the Booking (or any part of the Booking) by the Queensmead Driver;

- 5.3.1.8 accept, for invoicing purposes, the Queensmead Driver's own record of working times in the absence of having been available to check and sign the timesheet;
 - 5.3.1.9 notify Queensmead before the commencement of the week in question if it requires or may require the services of the Queensmead Driver for more than 48 hours in any week; and
 - 5.3.1.10 contact Queensmead prior to the Services commencing if it requires the Queensmead Driver to provide services of a different nature from those originally requested in the Booking, in order to discuss the requirements and agree the terms.
- 5.3.2 The Client acknowledges and accepts that:
- 5.3.2.1 should it entrust the Queensmead Driver with the handling of money, securities, valuables, negotiable documents or confidential information, it does so at its sole risk; and
 - 5.3.2.2 it is responsible for supervising and directing the Queensmead Driver while they undertake the Booking, to include the timings of required breaks, hours of work and all other statutory duties (9 working hours from leaving home to returning home including a 30 minute break being the standard terms for any Queensmead Driver hired).
- 5.3.3 The Client shall not:
- 5.3.3.1 ask the Queensmead Driver to complete work involving heavy lifting, dangerous loads or dirty environments;
 - 5.3.3.2 commit any act or omission constituting unlawful discrimination or harassment of the Queensmead Driver; or
 - 5.3.3.3 cause Queensmead to be in breach of its obligations under the Working Time (Road Transport) Regulations 2005.

6. Service Rates, Costs and Charges

- 6.1 All amounts payable by the Client to Queensmead are exclusive of Value Added Tax (VAT) which shall be charged in addition at the rate in force at the time of invoice.

6.2 Service Rate

- 6.2.1 The Client shall pay Queensmead's Service Rate for the Services.
- 6.2.2 Queensmead's Service Rates are based upon:
 - 6.2.2.1 the information provided to Queensmead by the Client on making the Booking;
 - 6.2.2.2 the costs of labour, including Employer's National Insurance contributions, public transport (where applicable) and other outgoings and overheads at the date of the provision of the quotation to the Client; and

- 6.2.2.3 normal Monday to Friday daily working routines and practices, with a supplementary or enhanced charge for Services provided on a Saturday, Sunday or public holiday, or on other days where Queensmead deems appropriate.
- 6.2.3 Certain further requirements shall also incur a supplementary charge payable by the Client, including the driver's night out allowance, Waiting Time, vehicle movements in the evening or in anti-social hours and any other act or service required by the Client beyond the straightforward collection or delivery of a Vehicle.
- 6.2.4 Queensmead may amend the quoted Service Rate if:
 - 6.2.4.1 the Client alters the details of the Booking; and/or
 - 6.2.4.2 there is any increase in the costs of labour referred to in Condition 6.2.2.2 above between the dates of the quotation and completion of the Services.
- 6.2.5 Queensmead typically bases its quoted Rates for driven movement of vehicle Services on delivery and collection mileages calculated by Google Maps as the quickest routes.
- 6.2.6 Movement of vehicle Service Rates include the provision of Vehicle handover.
- 6.2.7 Service Rates do not include:
 - 6.2.7.1 any cover for breakdown, which would need to be covered by the Client if required; or
 - 6.2.7.2 non-fault road damage indemnity (such as for punctures and stone chips), which would need to be covered by the Client if required; or
 - 6.2.7.3 the cost of fuel or electric charge for Client Vehicles (unless advised otherwise).
- 6.2.8 Where movement of vehicle Service Rates specifically include the cost of fuel or electric charge, the Rates are based on the cost of fuel or electric charging at the date of the quotation. If there is any increase in such costs between the dates of the quotation and completion of the Services, Queensmead may adjust its Rates appropriately.
- 6.2.9 Where movement of vehicle Service Rates specifically include the cost of fuel or electric charge based on fuel or electric charge consumption figures supplied by the Client, Queensmead may adjust its Rates to take account of actual consumption figures obtained in practice.
- 6.2.10 For Supply of Driver Services:
 - 6.2.10.1 The Client shall pay Queensmead's Supply of Driver Service Rate for all hours worked by the Queensmead Driver from start to end of duty, including statutory breaks, subject to a minimum charge of 10 hours per day (9 working hours, 2 x 15-minute breaks and a 30-minute lunch break being the standard terms for any Queensmead Driver).

- 6.2.10.2 Hours worked by the Queensmead Driver in excess of 10 hours a day shall be charged at an enhanced Rate.
- 6.2.10.3 A timesheet shall be conclusive evidence in the absence of manifest error that the services of the Queensmead Driver have been performed to the satisfaction of the Client at the times and for the total period of time set out in it.
- 6.2.10.4 The timesheet shall be signed, where possible, by a representative of the Client. Where a representative of the Client is not available, or it is not possible to get the Queensmead Driver's timesheet (for example, the Queensmead Driver does not return to base or the site at the end of the day or the week), the timesheet need not be signed. Failure by the Client to sign a timesheet does not absolve the Client from its obligation to pay Queensmead for the Supply of Driver Services.
- 6.2.10.5 If the Client disputes the hours claimed, it shall inform Queensmead without delay and co-operate with Queensmead to establish the hours worked by the Queensmead Driver.
- 6.2.10.6 Queensmead is responsible for payment of the Queensmead Driver. The Client must not pay the Queensmead Driver directly under any circumstances.
- 6.2.10.7 The Rates charged by Queensmead to the Client for the Services are confidential and shall not be disclosed by the Client to the Queensmead Driver.

6.3 Service Costs

- 6.3.1 In addition to the Service Rate and any Charges, the Client shall, where applicable, pay to Queensmead, all Costs incurred in the fulfilment of a Booking, including cleaning, congestion, ULEZ compliance schemes, ferries, flights, hotels, parking, postage (including envelopes), subsistence, taxis and tolls. Costs shall be charged at an amount equal to the cost to Queensmead, but may include an additional sum to cover the administrative expense and, where relevant, a charge for the Queensmead Driver's Waiting Time will also apply. Waiting Time shall also be charged for the time incurred by the Queensmead Driver whilst cleaning a Vehicle.
- 6.3.2 Queensmead shall not routinely provide the Client with copies of receipts for Costs incurred.
- 6.3.3 For Supply of Driver Services, the Client shall, in addition to the Supply of Driver Service Rate, pay to Queensmead all travel and other costs incurred by the Queensmead Driver as agreed with the Client. Such costs can be shown separately on Queensmead's invoice to the Client.
- 6.3.4 Queensmead shall fuel or charge electric vehicles where this is specifically required by the Client or where the Queensmead Driver deems it necessary to complete a vehicle movement without the Vehicle running out of fuel or electric charge. Fuel and electric charge shall be charged on to the Client at cost. Waiting Time shall also be charged for the time incurred by the Queensmead Driver in charging an electric vehicle.

6.4 Service Charges

- 6.4.1 In addition to the Service Rate and any Costs, the Client shall pay to Queensmead the additional amounts set out in this Condition 6.4 and/or expressly elsewhere in these Conditions in the event of developments relating to the delivery of Services which have not been allowed for in the Rates.
- 6.4.2 The Client shall notify Queensmead in writing of any cancellation of a Service Booking by no later than 9.00 am on the working day prior to the scheduled Service, failing which the Client shall be charged the Service Rate in full. Any resultant Costs, such as fares, which are incurred by Queensmead in consequence of the cancelled move, may also be charged to the Client.
- 6.4.3 The Client shall notify Queensmead in writing of any amendment to a service Booking by no later than 9.00 am on the working day prior to the scheduled service, failing which the Client may be charged the Service Rate in full.
- 6.4.4 Depending on the nature of the amendment, Queensmead may charge the Client a revised Service Rate. Any resultant Costs, such as fares, and Charges, such as Waiting Time, which are incurred by Queensmead in consequence of the amendment shall also be charged to the Client.
- 6.4.5 Service Bookings which are aborted, rejected or which fail on the scheduled day of delivery or collection shall be charged to the Client at the full Service Rate, together with an aborted, rejected or failed Charge. Any resultant Costs, such as fares, and Charges, such as Waiting Time, which are incurred by Queensmead in consequence of the aborted, rejected or failed move, shall also be charged to the Client.
- 6.4.6 If a cancelled, amended, aborted, rejected or failed Booking relates to a key for key vehicle movement and results in the cancellation or failure of the collection vehicle movement, the full movement of vehicle Service Rate shall also be payable for the collection Vehicle.
- 6.4.7 Any vehicle movement shall be aborted where, in the opinion of Queensmead, the Vehicle is unfit to be driven or, in the case of transported movements, is unable to be winched or driven onto a vehicle transporter. Vehicles in such cases shall be stored (for a Charge) and returned as soon as reasonably possible.
- 6.4.8 Where the Queensmead Driver is required to spend time on behalf of the Client which has not been allowed for in the Service Rate (for example, if the Vehicle is not ready or the Queensmead Driver incurs Waiting Time) Queensmead shall charge the Client for all such time (in units of one hour) and any resulting expenses. If it is not possible for the Queensmead Driver to spend that extra time, the Services may have to be aborted and charged for at the full Service Rate in accordance with Condition 6.4.5.

7. Payment and Invoicing

7.1 When a Client makes an ad-hoc Service Booking:

- 7.1.1 the Client shall, subject to receipt of an invoice, pay Queensmead the Service Rate a minimum of 48 hours prior to the scheduled commencement of provision of the Services; and

- 7.1.2 if Costs and/or Charges are incurred in the provision of the Services, the Client shall pay them to Queensmead upon receipt of a further invoice.
- 7.2 When a Client makes a Service Booking under an ongoing contractual relationship with Queensmead, Queensmead shall invoice the Client on a monthly basis and each invoice shall be due for payment within 30 days from the date of invoice to a bank account nominated in writing by Queensmead.
- 7.3 When making a payment, the Client shall quote the relevant reference numbers and the invoice number.
- 7.4 All amounts due from the Client to Queensmead shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.5 If Queensmead is required to pay any taxes, duties or levies on behalf of the Client, recipient of the Services or some other party, and is unable to recover such amount on request from the relevant person, that amount shall be payable by the Client 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.
- 7.6 If the Client does not make a payment in full by the due date, then Queensmead shall be entitled:
- 7.6.1 to charge the Client an interest charge of 1.5% per month on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment;
- 7.6.2 to require the Client to pay in advance for any Services (or any part of the Services) which have not yet been performed; and/or
- 7.6.3 not to perform any further Services (or any part of the Services), or any other Services for the Client, until payment has been made of all sums due to Queensmead in full with interest.

8. Vehicle Standards

- 8.1 The Client shall ensure that all Vehicles that the Queensmead Driver is asked to move or use for chauffeuring:
- 8.1.1 are legal, roadworthy and fit for purpose;
- 8.1.2 comply in all respects with Applicable Laws; and
- 8.1.3 unless specifically advised, are taxed, have an MOT and, where applicable, customs cleared (with the associated paperwork in place).
- 8.2 The Client shall not permit, encourage or coerce the Queensmead Driver to drive any Vehicle which does not comply with Condition 8.1.
- 8.3 If trade plates are required, the Client shall advise Queensmead of this at the time of Booking. Trade plates do not negate the need for a Vehicle to be legal, roadworthy and fit for purpose.
- 8.4 Queensmead's decision regarding vehicle roadworthiness shall be final.

9. Vehicle Inspection

- 9.1 For movement of vehicle Services the Queensmead Driver shall, on collection and delivery of a Vehicle, complete an assessment of the Vehicle's condition, complete all relevant documentation, and note any damage or apparently missing items. Where necessary and/or practical, the Queensmead Driver shall photograph any major items of damage. In the case of used vehicle movements, the Queensmead Driver shall only complete a superficial walkaround inspection and record the findings on Queensmead's documentation. Copies of this inspection shall be retained by Queensmead for audit purposes for a period of up to 2 years from the date of the Vehicle's movement.
- 9.2 For all Services the Queensmead Driver:
- 9.2.1 shall only be able to appraise a Vehicle successfully and identify any damage if the Vehicle is clean at the time of its appraisal and weather and lighting conditions permit;
 - 9.2.2 shall only be able to perform superficial checks to determine the immediate roadworthiness of the Vehicle, such as checks of lights and tyres; and
 - 9.2.3 shall, where practicable, complete a vehicle handover on returning a Vehicle to a Client, noting, where necessary, any additional areas of damage or apparent missing items, and completing any relevant documentation. Such documentation shall be countersigned by the Client or the receiving party and a copy returned to Queensmead.
- 9.3 Where this return handover is not possible, the Client shall inspect the Vehicle as soon as reasonably practicable after it is returned by Queensmead and shall notify Queensmead within 24 hours of any alleged damage to the Vehicle. Queensmead shall not be liable under any circumstances for any claims made after this time or if additional mileage has been incurred after the Vehicle was returned.
- 9.4 Queensmead shall not be liable for for any damage or issues which are not detected or were impossible for the Queensmead Driver to detect visually.
- 9.5 To the extent that there is any damage to the Vehicle's wheels which has, in the opinion of Queensmead, been caused by the Queensmead Driver, Queensmead may, in its sole discretion, make a payment to the Client of £100.00 per damaged wheel by way of liquidated damages.

10. Vehicle Breakdown

- 10.1 Service Rates do not include any cover for breakdown. If required, this would need to be provided by the Client.
- 10.2 Queensmead shall not be liable for any mechanical, electrical or other failure of a Client's Vehicle during the driven movement of the Vehicle. Should such a failure occur, it shall be the Client's responsibility to ensure the onward movement of the Vehicle.
- 10.3 Service Bookings which fail on the scheduled day of delivery or collection due to vehicle breakdown shall be charged on to the Client at the full Service Rate.

- 10.4 If a Client's Vehicle experiences a mechanical breakdown or any other failure or fault that renders it unfit to drive whilst in the charge of the Queensmead Driver, Queensmead shall charge to the Client all Costs and Charges incurred, including any Charge for the Queensmead Driver's Waiting Time.
- 10.5 If Queensmead arrange for the movement of the Vehicle to be completed by unplanned transporting (e.g. where the breakdown has occurred during a driven movement), Queensmead may complete the vehicle movement using any means it deems necessary for the safety of its operatives and the Client's Vehicle and the Client shall be responsible for any costs and charges thereby incurred.
- 10.6 Queensmead shall not be liable for any loss or inconvenience to the Client that arises in the provision of the Services due to vehicle breakdown.
- 10.7 Queensmead's decision regarding breakdowns shall be final.

11. Insurance

- 11.1 Queensmead has Employer's Liability Insurance cover with an indemnity limit of £10 million in respect of any one occurrence and Public Liability Insurance cover with an indemnity limit of £5 million in respect of any one occurrence. The transporter providers subcontracted by Queensmead provide Employer's Liability Insurance cover to the value and level of their own insurance policies. The Client shall be responsible for making its own arrangements for the insurance of any losses due to such risks in excess of those amounts.
- 11.2 Queensmead cannot provide insurance, and will therefore not be liable, for operational or mechanical faults and the Client shall indemnify Queensmead against all accident damage or incidents arising from faults in construction, fault manufacture or maintenance of any Vehicle which Queensmead moves on the Client's behalf.
- 11.3 Queensmead shall not be liable for any damage or loss to the Client's hand-held electronic units.

11.4 Movement of Vehicle Service Bookings

11.4.1 Queensmead or its subcontractors provide the following insurance for Vehicles:

11.4.1.1 for driven vehicle movements, Queensmead provides comprehensive road risk insurance cover for any damage to Vehicles caused by the Queensmead Driver being at fault to a maximum vehicle value of £100,000, and Queensmead's liability for any Losses sustained as a result of such damage to a Vehicle whilst in the custody of Queensmead shall be limited to the amount of such insurance cover; or

11.4.1.2 for transporter-related vehicle movements, all transporter providers subcontracted by Queensmead provide vehicle insurance whilst the Vehicle is in their charge to the value and level of their own insurance policies, and the liability of all transporter providers subcontracted by Queensmead for any Losses sustained as a result of such damage to a Vehicle whilst in their custody shall be limited to the amount of such insurance cover.

11.4.2 Queensmead's or their subcontractors' liability for any Losses sustained as a result of such damage to a Vehicle whilst in the custody of Queensmead shall be limited to the amount of such insurance cover.

11.4.3 Neither Queensmead nor any transporter provider subcontracted by Queensmead shall not be liable for non-fault accidents, damage or issues such as stone chips, windscreen damage and punctures sustained by any such Vehicle.

11.4.4 The Client shall be charged by Queensmead in accordance with Condition 10.5 for any movements which are required as a result of any fault or non-fault incident or accident.

11.5 Supply of Chauffeur and Supply of Driver Service Bookings

11.5.1 The Client shall have all necessary insurance in place for every Vehicle to be used by Queensmead, including liability insurance, driver and passenger injury and loss insurance, and fully comprehensive vehicle insurance with a reputable provider.

11.5.2 The Client shall fully indemnify Queensmead and the Queensmead Driver against any Claims for damage to property or personal injury, however caused, or against any Claim for insurance excess.

11.5.3 The Client acknowledges that where the Services are for the Supply of Driver only the Client is in a position to assess and insure against risks in respect of, or during or arising out of, the Queensmead Driver's performance of the Services.

12. Customs

12.1 Where a Vehicle requires customs clearance the Client is responsible for obtaining such clearance and providing the necessary complete and accurate documentation.

12.2 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 Client or recipient of the Services to provide correct documentation or any permits or licences required in connection with carriage of the Vehicle, Queensmead may charge any amounts so incurred to the Client.

13. Health and Safety

The Client shall:

13.1 ensure that all its sites and premises are safe and secure for the Queensmead Driver to carry out the Services; and

13.2 make it clear to the Queensmead Driver what rules apply in respect of its sites, including health and safety and site and security regulations, in accordance with Condition 5.3.1.2.

14. Confidentiality

14.1 Each Party undertakes that it shall not, except as permitted by Condition 14.2:

- 14.1.1 at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party; or
- 14.1.2 use the other Party's confidential information for any purpose other than to perform its obligations under the Contract.
- 14.2 Each Party may disclose the other Party's confidential information:
 - 14.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Contract. Each Party shall use reasonable endeavours to ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this Condition 14;
 - 14.2.2 in making any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996;
 - 14.2.3 In reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution; or
 - 14.2.4 as may otherwise be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15. Access to the System and Intellectual Property Rights

If the Services include the Client being granted access to the System:

- 15.1 all intellectual property rights in the System belong to Queensmead or its licensors;
- 15.2 any data relating to the Client and/or its Vehicles belongs to the Client;
- 15.3 the Client shall not:
 - 15.3.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Contract:
 - 15.3.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the System in any form or media or by any means; or
 - 15.3.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the System; or
 - 15.3.2 access all or any part of the System in order to build a product or service which competes with the System or the Services; or
 - 15.3.3 use the System to provide services to third parties; or
 - 15.3.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the System available to any third party except for the Client's' authorised users, or

- 15.3.5 introduce or permit the introduction of, any virus, malware or vulnerability into the System or Queensmead's network and information systems.
- 15.4 the Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the System and, in the event of any such unauthorised access or use, promptly notify Queensmead.
- 16. Data Protection**
- 16.1 Each Party shall comply with their data protection obligations under Applicable Laws, including the Data Protection Act 2018 and UK GDPR. Queensmead shall make a copy of its Privacy Notice available on its website and upon request.
- 16.2 The Client consents to Queensmead appointing its self-employed Queensmead Drivers and subcontractors as third-party data processors or sub processors of personal data for the performance of the Contract. Queensmead confirms that it has entered into or, as the case may be, will enter with the third-party data processor or sub processor into, a written agreement substantially on that third party's standard terms of business, contract for services or sub processing agreement in compliance with the Applicable Laws in relation to data protection.

17. Warranties, Indemnities and Limitation of Liability

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION.

- 17.1 The Client warrants that:
- 17.1.1 its signatory is authorised to enter into this Contract on its behalf with Queensmead and it accepts these Conditions not only for itself but also on behalf of other persons who are, or may subsequently become, interested in the Vehicle;
- 17.1.2 it is either the owner or the authorised agent of the owner of the Vehicle(s) which it requests Queensmead to move; and
- 17.1.3 neither it, nor its employees or agents nor any Passenger shall commit any act or omission constituting unlawful discrimination or harassment of the Queensmead Driver.
- 17.2 Queensmead warrants that, subject as expressly stated in these Conditions:
- 17.2.1 it will use reasonable care and skill in performing the Services; and
- 17.2.2 it will use reasonable endeavours to fulfil the Services at the dates and times required by the Client, but time shall not be of the essence and it shall not be liable for any Claims or Losses that may result in connection with the late, delayed or failed provision of Services.
- 17.3 The Client acknowledges that the provision of the Services shall be subject to compliance by Queensmead with Applicable Laws and that Queensmead may, in its sole discretion, delay, suspend or amend the provision of the Services in order to ensure compliance with Applicable Laws.

- 17.4 The Client shall indemnify and hold harmless Queensmead, its employees, self-employed Queensmead Drivers and subcontractors from and against all Claims and Losses by reason of, or arising out of:
- 17.4.1 any breach of the Client's obligations under the Contract and/or these Conditions; and/or
 - 17.4.2 loss or damage to any equipment caused by the Client or its agents or employees; and/or
 - 17.4.3 the Client's use of Queensmead's Services.
- 17.5 Nothing in the Contract excludes or limits any liability which cannot legally be excluded or limited, including liability:
- 17.5.1 for death or personal injury caused by negligence;
 - 17.5.2 for fraud or fraudulent misrepresentation;
 - 17.5.3 for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - 17.5.4 where the Client is dealing with Queensmead as a consumer, any liability to them which cannot therefore be excluded.
- 17.6 Queensmead shall not be liable to the Client in contract, tort, negligence, breach of statutory duty or otherwise for any Losses incurred or suffered by the Client of an indirect or consequential nature including any economic loss or other loss of turnover, profits business, revenue, goodwill or anticipated savings.
- 17.7 Queensmead shall not be liable for any Losses arising out of or resulting from:
- 17.7.1 any act or omission or misrepresentation of the Queensmead Driver (whether before or after the date of the Booking);
 - 17.7.2 any delay in delivery resulting from the unavailability at the Delivery Point of the named recipient or the impracticability of complying with any special delivery instructions;
 - 17.7.3 the failure by Queensmead to complete a Service or fulfil any special instructions if prevented from doing so by traffic congestion, mechanical breakdown, or the obstruction of any public or private highway, in which circumstances Queensmead shall take such steps as are reasonably practicable to begin or continue the delivery; and/or
 - 17.7.4 the Client's failure to follow any instructions given by Queensmead or the Queensmead Driver.
- 17.8 Neither Party shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to Force Majeure.
- 17.9 If Queensmead's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Queensmead shall:

- 17.9.1 not be liable for any Losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
- 17.9.2 be entitled to payment of the Service Rate despite any such prevention or delay; and
- 17.9.3 be entitled to recover any additional costs, charges or Losses that Queensmead sustains or incurs that arise directly or indirectly from such prevention or delay.
- 17.10 Should a Vehicle handover be required to a specific recipient, Queensmead shall not be liable if any person at the delivery address misrepresents their ability and authority to receive the Vehicle on that recipient's behalf.
- 17.11 If Queensmead provides delivery of both the Vehicle and the Passenger(s), the carriage of the personal effects of any Passenger shall be solely at the Client's risk and Queensmead shall incur no liability of any kind in respect of it. For the avoidance of doubt, this shall include all keys, locks and other similar security devices. The Client is advised to insure against such risks.
- 17.12 If the Client entrusts the Queensmead Driver with the handling of money, securities, valuables or negotiable documents, it does so at its sole risk.
- 17.13 Only if it is proved that the following were due to negligence on the part of Queensmead shall Queensmead be liable for:
 - 17.13.1 any loss of or damage to the Vehicle; or
 - 17.13.2 any delay in delivery, mis-delivery or non-delivery; or
 - 17.13.3 non-compliance with the Client's instructions.
- 17.14 This Condition 17 shall survive termination of the Contract.

18. Termination

- 18.1 If there is an ongoing Contract between Queensmead and the Client then, without affecting any other right or remedy available to it, either Party may terminate the Contract by giving the other Party not less than 30 days' written notice, provided that any current Bookings under it shall remain to be fulfilled and paid for in accordance with their terms.
- 18.2 Without affecting any other right or remedy available to it, either Party may terminate the Contract and/or any current Bookings with immediate effect by giving written notice to the other Party if:
 - 18.2.1 the other Party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing to do so;

- 18.2.2 the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 18.2.3 the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 18.2.4 the other Party's financial position deteriorates to such an extent that in the terminating Party's reasonable opinion the other Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 18.3 Without affecting any other right or remedy available to it, Queensmead may terminate the Contract and/or any current Bookings with immediate effect by giving written notice to the Client if:
 - 18.3.1 the Client fails to pay any amount due under the Contract on the due date for payment; or
 - 18.3.2 there is a change of control of the Client; or
 - 18.3.3 for any reason, the Queensmead Driver is unable or unwilling to continue to perform the Services required under the Booking and no replacement is agreed under Condition 5.2.3 or otherwise.
- 18.4 On termination or expiry of the Contract or an ad-hoc Booking for any reason:
 - 18.4.1 the Client shall immediately pay to Queensmead all of Queensmead's outstanding unpaid invoices and interest and Queensmead shall submit an invoice in respect of Services supplied but for which no invoice has been submitted, which shall be payable immediately on receipt;
 - 18.4.2 any provision of the Contract that expressly or impliedly is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect, and
 - 18.4.3 termination or expiry shall not affect any of the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

19. General

19.1 Amendments

Any variations to these Conditions can only be made in writing signed by a Director of Queensmead and by an authorised representative of the Client.

19.2 Assignment

- 19.2.1 Subject as below, neither Party may assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under the Contract without the prior written agreement of the other Party.
- 19.2.2 Queensmead may subcontract the provision of the Services to its self-employed Queensmead Drivers and approved subcontractors.
- 19.2.3 A Party may assign and transfer all its rights and obligations the Contract 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 the Contract.

19.3 Waiver

No failure or delay by either Party in exercising any right, power or privilege under the Contract 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 the Contract are cumulative and not exclusive of any rights and remedies provided by law.

19.4 No partnership or employment

- 19.4.1 It is expressly agreed that, in providing its Services, Queensmead and any Queensmead Drivers are acting as independent contractors and not as employees of the Client.
- 19.4.2 Queensmead and the Client acknowledge that the Contract does not create a partnership or joint venture between them and is exclusively a contract for services.
- 19.4.3 Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

19.5 Severance

- 19.5.1 If any provision of the Contract 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 the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract and shall not in any way affect any other circumstances of, or the validity or enforcement of, the Contract.
- 19.5.2 Any restrictions contained in the Conditions are considered reasonable by the Parties but, if any such restriction is found void but would be valid if some part of the restriction were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.
- 19.5.3 If any provision or any part of the Conditions is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law:

19.5.3.1 such provision or part shall to that extent be deemed not to form part of the Conditions but the enforceability of the remainder of the Conditions shall not be affected; and

19.5.3.2 to the extent permitted by law, Queensmead and the Client shall negotiate in good faith a replacement to any provision severed by a provision which is of similar effect but which is not illegal or unenforceable.

19.6 Notices

19.6.1 Any notice to be given under the Contract shall be in writing, signed by a person duly authorised by the sending Party, and

19.6.1.1 delivered by hand or by recorded first class post to the registered office of the receiving Party or such other address as the receiving Party may have notified to the sending Party in writing; or

19.6.1.2 sent by email to an address notified by the receiving Party for the purpose.

19.6.2 Notice will be deemed to have been given and served:

19.6.2.1 if delivered by hand, at the time of delivery;

19.6.2.2 if sent by recorded first class delivery, the date and time that delivery has been confirmed as being made; or

19.6.2.3 if sent by email, at the time of transmission.

19.7 Third parties

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

19.8 Inducement

Subject to the rights of any Queensmead Driver providing Supply of Driver Services under the Agency Workers Regulations 2010, the Client shall not, either during their business arrangement with Queensmead, nor during the period of 12 months after the date of termination of their business relationship with Queensmead, directly or indirectly induce, seek to induce, or employ any Queensmead Driver or employee who was employed or contracted by Queensmead.

19.9 Complaints

19.9.1 In the unlikely event of a complaint, the Client shall contact Queensmead in writing within 48 hours of the service date.

19.9.2 It shall be assumed that, if no claim against Queensmead is received by Queensmead in writing within 48 hours, the Services are provided to the satisfaction to the Client and are performed efficiently.

19.10 Law and jurisdiction

The validity, construction and performance of the Contract shall be governed by English law and the Parties submit to the exclusive jurisdiction of the English courts, or where the Client is a consumer, to the courts of the part of the United Kingdom where they are resident.