

# Terms of Business

**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 9 FOR CONSUMER CUSTOMERS AND CLAUSE 10 FOR BUSINESS CUSTOMERS**

## Interpretation

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### 1.1 Definitions:

**Account** an account between the Company and the Customer under which the Company extends credit terms of up to 30 days to the Customer in order that the Customer may pay monthly in arrears for Services in accordance with clause 8.7.

**Account Booking** a Booking made by a Customer using an Account.

**Additional Charges** the charges payable for the Customer for additional Services, as set out in clause 8.3.

**App Booking** a Booking made on the Company's mobile application.

**Booking** the Customer's order for Services in whatever form the same is communicated to the Company, and by whatever method the same is communicated to the Company, in each case as evidenced by the records of the Company.

**Business Customer** the person or firm who purchases Services from the Company who is not a Consumer Customer.

**Business Day** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Cancellation Fee** sums payable by a Customer for the cancellation of a Booking by the Customer as set out in clause 8.4 8.5 and 8.6.

**Charges** the charges payable by the Customer for the supply of the Services in accordance with clause 8.

**Company, GLH or We** means Greater London Hire Limited a company incorporated in England and Wales with company number 01156173 and having its registered office at 14-15 Gateway Mews, London, N11 2UT trading as GLH and any company which is a subsidiary of it

**Company's Website** means <http://glh.co.uk/>

**Consumer Customer** the person who purchases Services from the Company being an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

**Consignment** any article received by the Company from a person at one address for carriage and delivery to a person at another address.

**Contract** the contract:

a) between the Company and the Customer; or

b) where a Booking is a Non-Account Booking for Passenger Car Services, between the relevant driver as principal and the Customer, with the Company acting as a disclosed agent of the driver to arrange the provision of Services; or

c) where a Booking is for Overnight and International Courier Services, between the relevant third party courier provider (where the Company acts as a disclosed agent of the provider to arrange the provision of Services and the Customer contracts directly with the provider as principal)

in each case for the supply of Services in accordance with these Terms and for Overnight and International Courier Services additionally in accordance with the terms and conditions of business of such providers copies of which are available upon request.

**Core Business Hours** 07:00am to 18:30hrs on a Business Day.

**Courier Services** the carriage and delivery of a Consignment in accordance with these Terms.

**Customer** a Business Customer or a Consumer Customer.

**Customer Account Number** the unique reference number allocated by the Company to the Customer in respect of that Customer's Account.

**Customer Default** has the meaning set out in clause 7.2.

**Highway Code** The Highway Code published by the Department for Transport from time to time.

**Minimum Charge** the minimum Charge in respect of the relevant Vehicle Type.

**Non-Account Booking** a Booking which is not an Account Booking.

**Overnight and International Courier Services** the carriage and delivery of a Consignment by a third party dealing with the Customer as principal in accordance with these Terms and additionally in accordance with the terms and conditions of business of such providers copies of which are available on our website.

**Passenger Car Services** the transportation of the Customer and such persons as the Customer may approve (Passengers) subject always to the provisions of these Terms.

**Prohibited Items** any item specified as being a dangerous good in the UN Recommendations on the Transport of Dangerous Goods – Model Regulations; any item which is illegal; any item which has a value in excess of £10,000 (ten thousand pounds) in any one package; any animals, livestock, pyrotechnics, fireworks, firearms, ammunition, corrosive, toxic, flammable, explosive, oxidising or radioactive materials; any item marked with a diamond-shaped hazard symbol or pictogram; any item bearing metal; or any other item which the Company may in its absolute discretion consider inappropriate for carriage as part of the provision of Services.

**Regions** Central London, Greater London and the surrounding home counties together with, at the Company's discretion, other parts of the United Kingdom.

**Same Day Courier** the carriage and delivery of a Consignment to be delivered on the same day as a Booking is made in respect of the same and in accordance with these terms.

**Sender's Risk Items** any item which is perishable or fragile; any cheques, money orders, securities, stamps, precious metals, precious stones, jewellery, works of art, antiques, watches; any liquids, furs, tobacco, glass, ceramics or pottery; and any items with a plasma screen.

**Services** the services supplied by the Company to the Customer as set out in the Specification and including Courier Services and Passenger Car Services.

**Specification** the description or specification of the Services as set out on the Company's Website or as otherwise provided in writing by the Company to the Customer.

**Standard Fee Rates** details of the Company's Charges as notified to the Customer from time to time (to the email address provided by the Customer upon opening an Account or otherwise registering with the Company) and a copy of which is provided to the Customer by email on the opening of an Account or when a Customer otherwise registers with the Company .

**Terms** these terms and conditions as amended from time to time in accordance with clause 16.4.

**VAT** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

**Vehicle Type** the type of vehicle to be used in respect of a Booking as set out in the Standard Fee Rates.

## 1.2 Interpretation:

**1.2.1** A reference to a statute or statutory provision is a reference to it as amended or re-enacted.

A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

**1.2.2** 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 those terms.

**1.2.3** A reference to writing or written includes fax and email.

**1.2.4** References to clauses are to the clauses of these Terms.

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### Basis of contract

**2.1** In consideration of performance of Services in relation to Bookings, the Customer shall pay the Charges and any applicable VAT with no set off or deduction.

**2.2** Bookings can be made online, by email, by fax, by telephone or by using the App. The method by which a Customer makes a Booking constitutes an invitation to treat.

**2.3** The Booking constitutes an offer by the Customer to purchase Services in accordance with these Terms.

**2.4** The Contract shall come into existence at the point and on the date that the Booking is accepted by the Company.

**2.5** At the request of a Customer the Company will issue an email confirmation of a Booking. When the Booking is made using the App or online via the Company's Website an email confirmation will automatically be sent to the email address provided by the Customer upon the opening of an Account with the Company or where the Customer does not have an Account, to such email address as the Customer may provide at the time the Customer requests an email confirmation of a Booking.

**2.6** These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**2.7** Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 5 (five) Business Days from its date of issue.

**2.8** The Company may, in its absolute discretion, decline to accept any Booking without specifying a reason.

**2.9** Where a Booking is an Account Booking the Customer shall use such booking procedure as may be specified from time to time by the Company for Customers with Accounts and the Customer shall provide its Customer Account Number when making the Booking.

**2.10** Where a Booking is a Non-Account Booking the Company may require payment to be made in advance or at the end of the provision of Services.

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### Accounts

**3.1** The Company may, in its absolute discretion, agree to operate an Account for a Customer and may perform such credit and other checks as it may reasonably require in deciding whether or not to agree the same.

**3.2** The Company may, in its absolute discretion, set a credit limit in respect of any Account and reserves the right to require advance payment in respect of any Account.

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### Passenger Car Services

**4.1** For Account Bookings made:

**4.1.1** by telephone, where the quotation is likely to be £100 (one hundred pounds) or more; or

**4.1.2** online or via the App;

**4.2** an estimate of the likely Charges will be provided at the time of Booking For Non-Account Bookings made online with payment by credit card, an estimate of the likely Charges will be provided automatically at the time of Booking.

**4.3** All estimates are an estimate only. The actual price payable by the Customer for the Booking will be calculated in accordance with clause 8.

**4.4** For Bookings made with payment by cash, an estimate of the likely Charges will be provided at the time of Booking.

**4.5** Receipt cards may be issued by drivers upon the request of the Customer, or an email confirmation can be sent by the Company upon the request of a Customer.

**4.6** Any child under the age of 14 may not travel without an appropriate adult. If a Customer books a journey and upon arrival at the Collection Location it is apparent that the child is alone and under 14 the Company will not be able to complete the journey and a Cancellation Fee will be charged.

**4.7** Passengers are required to use seatbelts at all times.

**4.8** Passengers are not permitted to:

**4.8.1** smoke or use electronic cigarettes;

**4.8.2** consume alcohol

**4.8.3** eat or drink;

**4.8.4** ask the driver to commit any road traffic offence or breach of the Highway Code;

**4.8.5** behave in a disorderly, inappropriate (including excessive physical contact or display), threatening or abusive manner or otherwise behave in a manner which may be a nuisance or a danger to the driver of the vehicle or to fellow Passengers.

**4.9** The Company shall not be required to transport, and may cease to transport, any Passenger who it, in its absolute discretion, considers to be:

**4.9.1** in possession of any Prohibited Item; or

**4.9.2** intoxicated;

or who refuses to wear a seatbelt.

**4.10** The Company shall charge a cleaning fee of £100 (one hundred pounds) in respect of any soiling or contamination of a vehicle in which a Passenger is being transported. Such amount shall represent both the cost of cleaning or repair and the loss of earnings resulting from such vehicle being unable for use for the provision of Passenger Car Services to other Customers. Where such soiling or contamination results in the vehicle being unable for use for a whole shift the cleaning fee shall be £150 (one hundred and fifty pounds).

**4.11** Where a Passenger causes damage to a vehicle the Company may charge reasonable repair costs to the Customer.

**4.12** Passengers are responsible for their own personal property. Where items are found by the Company following provision of Passenger Car Services, save as set out in this clause, they will be retained for 180 (one hundred and eighty) days and then destroyed or otherwise disposed of in the absolute discretion of the

Company. Passports will be retained for one week and returned to the relevant embassy thereafter; credit cards will be retained for one week and then destroyed; driving licences will be retained for one week and then returned to the Driver and Vehicle Licensing Agency; car seats will be retained for six months and then destroyed or otherwise disposed of in the absolute discretion of the Company.

## 5 Courier Services

**5.1** The Company shall not be required to carry any Consignment which it, in its absolute discretion, considers to contain a Prohibited Item.

**5.2** The Customer must notify the Company when Booking if a Consignment has a value of £1,000 (one thousand pounds) or more.

**5.3** It is the responsibility of the Customer to ensure that all Consignments are correctly labelled with the address to which they are to be delivered and are appropriately packaged.

**5.4** The Company accepts no responsibility for any Consignment which is provided to the Company by a Customer with no address or with an invalid address or which is inadequately packaged. When a Consignment is collected from a Customer the courier performing such Booking will keep a record of the number of packages which comprise the Consignment and upon delivery the recipient shall be asked to confirm receipt of the same.

**5.5** Save where a Customer has specified that the Company may post a package or leave the same in a safe place, upon delivery of a Consignment a proof of delivery shall be obtained by the Company. Signatures obtained upon delivery can be viewed by Customers online where there was an Account Booking or by email upon request. The Company does not accept any liability where a proof of delivery has been obtained and the Customer subsequently claims that the number of packages delivered was incorrect.

**5.6** Sender's Risk Items may not be transported by motorcycle and must be sent by car or van. The Customer must notify the Company at the time of Booking if a Consignment is a Sender's Risk Item.

**5.7** Where upon pick up a courier in their absolute discretion considers a Consignment to be too large for the Vehicle Type which was Booked for the same the Company reserves the right to use a larger vehicle and apply the Charge applicable for the same or to charge as a Solo Service (as defined in clause 8.3.7).

**5.8** Where a Booking is for a time which is outside Core Business Hours and the Vehicle Type which is Booked is a Minibus, Coach, Transit or Luton Van, the Booking must be made in advance during Core Business Hours.

**5.9** If it is not possible for a Consignment to be delivered the Company will contact the Customer who will be subject to an Additional Charge in respect of any additional drop off or waiting time. If the Company is unable to contact the Customer in such circumstances the Consignment will be delivered to the Company and retained by it until such time as the Customer can be contacted. In such circumstances further delivery and waiting time will be payable by the Customer as Additional Charges.

**5.10** For Overnight and International Courier Services the Company acts as disclosed agent for the third party courier, whose terms are available upon request.

**5.11** For Overnight and International Courier Services no Consignment is insured unless the Customer contracts separately for the same when Booking.

**5.12** Consignments can only be insured for Overnight and International Courier Services where they are in the original sealed packaging.

## 6 Supply of Services

**6.1** The Company shall supply the Services to the Customer in accordance with the Specification in all material respects.

**6.2** The Company shall use all reasonable endeavours to meet any performance times and dates specified in the Booking, but any such times and dates shall be estimates only and time shall not be of the essence for performance of the Services.

**6.3** The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

**6.4** The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

**6.5** Save for Overnight and International Courier Services, the Services will only be provided within the Regions.

## 7 Customer's obligations

**7.1** The Customer shall:

- 7.1.1** ensure that the terms of the Booking and any information provided by the Customer in respect of any Consignment are complete and accurate;
- 7.1.2** co-operate with the Company in all matters relating to the Services;
- 7.1.3** provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company;
- 7.1.4** provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- 7.1.5** obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
- 7.1.6** ensure that any pick-up or collection address is safe for entry by the driver or courier.
- 7.2** If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- 7.2.1** the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- 7.2.2** the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- 7.2.3** the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 7.3** Where a Customer alleges that it has suffered loss or damage it shall notify the same to the Company in writing within 14 (fourteen) days of the relevant Services being provided or of the relevant loss or damage having been alleged to have been caused, as applicable.

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### Charges and payment

- 8.1** The Charges for the Services shall be calculated in accordance with the Company's Standard Fee Rates.
- 8.2** The Company reserves the right to increase its Standard Fee Rates by notice to the Customer in writing to the email address provided by the Customer upon opening an Account or otherwise registering with the Company.
- 8.3** Additional Charges shall be charged to the Customer where any of the following form part of the Services provided:
- 8.3.1** loading or unloading;
- 8.3.2** waiting time including without limitation waiting during loading or unloading;
- 8.3.3** charges incurred by the Company in respect of parking or tolls (including without limitation parking charges and drop off fees at airports);
- 8.3.4** additional or alternative drop offs or collections;
- 8.3.5** in the provision of Passenger Car Services, the driver being asked to go a specific route which incurs additional mileage, for which an Additional Charge for the mileage incurred will apply;
- 8.3.6** where Services are being provided on the Christmas, Boxing Day and New Year's Day bank holidays;
- 8.3.7** where a Booking is a urgent and so the relevant vehicle must either go direct to the relevant location and/or the relevant vehicle is used to its full capacity and is unable to carry out any other work until delivery is made (a "Solo Service") (for which an Additional Charge equal to 100% (one hundred per cent) of the value of the Booking will be made). in each case in accordance with the Company's Standard Fee Rates.
- 8.3.8** when a courier booking is outside of business core hours. A 25% surcharge applies from 18.30hrs to 22.00hrs Monday to Friday and 07:00 – 18:29 on Saturday and Sunday. A 50% surcharge applies from 22.00hrs – 07.00hrs on weekdays and from 18:30 – 07:00 on Saturday and Sunday
- 8.3.9** if driver details are required more than 2 (two) hours in advance of the booking, a £50.00 holding charge will apply.
- 8.3.10** where a booking is made and both the pickup and destination are outside of the London postcode area or in one of these London postcodes E4, N9, N21, NW7, NW9, W5, W7, W13, SE2, SE20, SE25, SE28, SW14, SW9, SW20, an additional charge in respect of the mileage involved in returning from the destination to the WC1 postcode of London.

- 8.4** Bookings shall be subject to a Cancellation Fee where at the time of cancellation by the Customer a vehicle has been allocated and is on its way to or at the pick-up or collection address. Such Cancellation Fees shall be as set out in the Standard Fee Rates or otherwise communicated to the Customer.
- 8.5** Where a cancellation relates to a postcode in the Greater London area (excluding E4, N9, N21, NW7, NW9, W5, W7, W13, SE2, SE20, SE25, SE28, SW14, SW9, SW20) the Cancellation Fee shall be no less than the Minimum Charge for the relevant Vehicle Type.
- 8.6** Where a cancellation relates to a location outside Greater London or in one of these London postcodes, E4, N9, N21, NW7, NW9, W5, W7, W13, SE2, SE20, SE25, SE28, SW14, SW9, SW20, the Cancellation Fee shall be no less than the Minimum Charge for the relevant Vehicle Type plus an Additional Charge in respect of the mileage involved in returning from the pick-up or collection address to the WC1 postcode of London.
- 8.7** Where a Customer has an Account the Company will invoice the Customer monthly in arrears in respect of the Services performed for the Customer during the previous month period or such other period as the Company may specify in writing. Such invoice will be itemised with details of the Services provided.
- 8.8** For Customers with an Account payment of invoices shall be made by direct debit, credit card, cheque, telegraphic transfer, BACS or such other method of payment for same day value as the Company may notify to the Customer.
- 8.9** The Customer shall pay each invoice submitted by the Company:
- 8.9.1** within 30 (thirty) days of the date of the invoice; and
  - 8.9.2** in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.
- 8.10** Account Customers may make payments to the Company by Bankers Automated Clearing Services (BACS), cheque or credit card.
- 8.11** BACS details may be provided to Customers on opening of an Account or upon request.
- 8.12** Where a Customer makes a Non-Account Booking the Customer shall pay for the Services either directly to the driver (for Passenger Car Services) or courier (for Same Day Courier Services) in cash or by credit card online via the Company's website only. Additional Charges will be added at the end of the relevant journey.
- 8.13** Where a payment is made by credit card in advance and Additional Charges become due from the Customer under these Terms, those payments shall be charged to the same credit card and the Customer is deemed to have authorised the same at the time of making the advance payment. The Company will issue a final receipt to the Customer as soon as is reasonably practicable after the Services have been provided, detailing such Additional Charges.
- 8.14** A Customer may apply to the Company for a credit card account under which circumstances the Company will charge the relevant credit card upon production of an invoice in respect of the Services provided.
- 8.15** Where a Customer makes payment by credit card such payment will be subject to a surcharge by the Company of 3% (three per cent) of the amount of the invoice, payable in addition to the amount stated on the invoice.
- 8.16** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.17** If the Customer fails to make any payment due to the Company under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% (four per cent) per annum above National Westminster Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 8.18** The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.
- 8.19** The Customer will be liable to repay to the Company any costs, including court costs incurred due to the late payment of invoices.

**8.20** Where a Customer has a query about the amount of any payment due to the Company the process set out in clause 13 should be followed and the Customer will not be entitled to delay settlement of any such payment which shall remain due and payable.

**8.21** Any refunds agreed will be given in the form of a credit note.

**8.22** Once issued by the Company, invoices can be re-issued but will be subject to an admin charge of £25.00 (twenty five pounds) per invoice.

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#### **Consumer Customers Limitation of liability:**

##### **THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE. THIS CLAUSE ONLY APPLIES TO CUSTOMERS WHO ARE CONSUMERS AND NOT BUSINESS CUSTOMERS**

Our responsibility for loss or damage suffered by you

**9.1** We are responsible to you for foreseeable loss and damage caused by us. If we don't comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result. We are also responsible to you for foreseeable loss and damage if we fail to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, we both knew it might happen (for example, if you discussed it with us during the sales process). We are not responsible for any loss or damage which is not foreseeable.

**9.2** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the services.

**9.3** We are not liable for business losses. We only supply the services to Consumers for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**9.4** Subject to clause 9.2, the Company's total liability to you, the Consumer Customer,, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges paid under the Contract.

**9.5** This clause 9 shall survive termination of the Contract.

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#### **Business Customers Limitation of liability:**

##### **THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE. THIS CLAUSE ONLY APPLIES TO CUSTOMERS WHO ARE BUSINESS CUSTOMERS AND NOT CONSUMERS**

**10.1** Nothing in the Contract shall limit or exclude the Company's liability for:

**10.1.1** death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

**10.1.2** fraud or fraudulent misrepresentation; or

**10.1.3** breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

**10.2** Subject to clause 10.1, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of damage to goodwill; and any indirect or consequential loss.

**10.3** Subject to clause 10.1, the Company's total liability to the Business Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to:

**10.3.1** in respect of the loss of or damage to a Consignment, no more than £10,000 (ten thousand pounds) for any one package; no more than £10,000 (ten thousand pounds) in total where the Consignment was carried by motorcycle; and no more than £50,000 (fifty thousand pounds) in total where the Consignment was carried by any other vehicle;

**10.3.2** in respect of any event other than loss of or damage to the Consignment or part of a Consignment, a sum not exceeding £50 (fifty pounds) in respect of any one Consignment and

**10.3.3** In all circumstances other than those set out in clause 10.3.1 £250 (two hundred and fifty pounds).

**10.4** The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

**10.5** This clause 10 shall survive termination of the Contract.

## 11 Termination

Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than five Business Days after being notified to make such payment or where payment is required to be made in advance, such payment is not made.

## 12 Consequences of termination

**12.1** On termination of the Contract for any reason:

**12.1.1** the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

**12.1.2** the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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; and

**12.1.3** clauses which expressly or by implication survive termination shall continue in full force and effect.

## 13 Queries and Complaints

**13.1** Any queries or complaints relating to the Services, including without limitation any claim in respect of loss or damage caused to the Customer, should be made to the Company as soon as possible after provision of the relevant Services and in any event by no later than 5 (five) Business Days after provision of the relevant Services or of the relevant loss or damage having been alleged to have been caused, as applicable, or where the Customer has a query about an invoice, by no later than 14 (fourteen) days after the date of the relevant invoice.

**13.2** Queries and complaints should be made to the Company's customer services team by telephone on 020 8815 5462 or by email to [customerservices@glh.co.uk](mailto:customerservices@glh.co.uk)

**13.3** We will endeavour to answer queries and complaints within 5 (five) Business Days of them being made.

## 14 Customer obligation to Insure

**14.1** The Company does not insure any Consignment.

**14.2** It is the responsibility of the Customer to ensure that all Consignments are insured to such extent as the Customer may require.

**14.3** Subject to the limitations set out in clauses 9 and 10 the Company shall not be liable for the loss of or damage to any Consignment.

## 15 Privacy, Data and Cookies

**15.1** The Company is committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, it has put in place suitable physical, electronic and managerial procedures to safeguard and secure the information collected from Customers.

**15.2** The Company's privacy policy as set out at <http://glh.co.uk/privacy-policy/> forms part of these Terms as if set out in full in the body of these terms.

## 16 General

**16.1 Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**16.2 Assignment and other dealings.**

**16.2.1** The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent provided always that the Company shall use its reasonable endeavours to ensure that any such third party or agent will provide the Services in accordance with the same or similar terms to those set out here.



**16.2.2** The Customer shall not, without the prior written consent of the Company, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

**16.3 Entire agreement.**

**16.3.1** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**16.3.2** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

**16.4 Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**16.5 Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

**16.5.1** waive that or any other right or remedy; or

**16.5.2** prevent or restrict the further exercise of that or any other right or remedy.

**16.6 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**16.7 Notices.**

**16.7.1** Any notice or other communication given to the Company under or in connection with the Contract shall be in writing, addressed to the Company at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email to such addresses and numbers as are stated on the Company's website from time to time.

**16.7.2** Any notice or other communication given to a Customer under or in connection with the Contract shall be in writing and sent to the Customer by email to the email address provided by the Customer upon opening an Account or otherwise registering with the Company, or such other email address as the Customer may notify the Company in writing from time to time.

**16.7.3** A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

**16.7.4** The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**16.8 Third parties.** No one other than a party to the Contract shall have any right to enforce any of its terms.

**16.9 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

**16.10 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.