



Name of Company:		Nature of Business:	
Registered Office:		Company Registration No:	Years Trading:
Type of Company: <small>Ltd/Sole Trader/PLC/Partnership</small>		Vat No:	
Main Telephone No: ... Main Fax No: ... Main Contact Name: ... Main Contact E Mail Address: ... Address (including full Post Code):		Accounts Telephone No: ... Accounts Fax No: ... Accounts Contact Name: ... Accounts Contact E Mail Address: ... Accounts Address (including full Post Code):	

Services Required:	1-5 a day	5-10 a day	more than 10 a day
Bikes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Passenger Cars	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overnight Deliveries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
International Deliveries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chauffeur Cars	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Minibuses and Coaches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Estimated monthly expenditure:	Maximum Credit Required:
Authorised Users:	Purchase orders/references/cost centres:
restrict bookings to the authorised users? Y/N	restrict bookings to these references only? Y/N

For extra security we can apply a password to your account. If you wish this to be done, please specify your password: Do

you wish to be sent your invoices: weekly/monthly. (please indicate)

Do you wish to receive your invoices by e mail? (please indicate e mail address)

**I/We acknowledge receipt and acceptance of London Executive's Terms and Conditions of Trading and agree to all transactions being subject to such terms. All accounts must be settled within 28 days of invoice date and that any claims arising should be made in writing in seven days. Accounts are all subject to a 10% administration charge.**

Signature of Director/Co Secretary/Authorised	Position held	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
Print Name	E Mail Address	
<input type="text"/>	<input type="text"/>	

<b>Office use only</b> Account Number:	Sales Manager:	Date opened:
<input type="text"/>	<input type="text"/>	<input type="text"/>

Unit 5, The Willows, 80 Willow Walk, London SE1 5SY Telephone: (+44) 020 7450 0050

Accounts: (+44) 020 7450 0070 Facsimile: (+44) 020 7207 2005

LONDON EXECUTIVE (LEG) LIMITED REGISTERED IN ENGLAND No. 3516252  
 LONDON EXECUTIVE INTERNATIONAL LIMITED REGISTERED IN ENGLAND No. 3565445  
 FIRST EXECUTIVE CHAUFFEUR SERVICES LIMITED REGISTERED IN ENGLAND No. 4927142

# TERMS AND CONDITIONS

**1. Nature of the Agreement.** These are terms and conditions of business which will govern any supply of services which either London Executive (LEG) Limited, London Executive International Limited, First Executive Chauffeur Services Limited (all referred to as "the Company" and all having their addresses at Unit 5, The Willows, 80 Willow Walk, London, SE1 5SY, agree to perform under any order placed by you ("the Customer"), and accepted by either. This Contract governs both the terms and conditions attaching to the private hire of motor vehicles and the carriage of goods.

**2. Definitions.** "Consignment" means any article(s) of any type to be collected by the Company at the Collection Point and delivered to the Delivery Point, on the basis set out in these terms and conditions; "Collection Point" means the address nominated by the Customer at which any Consignment is to be received by the Company; "Delivery Point" means the address nominated by the Customer at which any Consignment is to be delivered by the Company; "Passenger" means any person carried as a Customer of the Company; "Private Hire" means the private hire of motor vehicles for the carriage of passengers; "Courier Services" the services offered by the Company in respect of any Consignment; "Services" means the services provided by the Company related to the private hire of motor vehicles and to the carriage of goods.

**3. Private Hire.** 3.1 The Company will collect Passengers from a collection point and deliver them to a destination point at the fee agreed between the Company and the Customer, or if not specifically agreed, at the Company's standard rate. 3.2 The Company will use reasonable endeavours to meet customers at the specified collection time, but the Customer acknowledges that, in view of the unpredictability of traffic, the collection time is not of the essence of this agreement. The Company will not be liable in any amount to a Customer by reason of its failure to meet a specified collection time. 3.3 The Company will endeavour to provide the type of vehicle ordered by the Customer but retains the right, to provide an alternative on the strict understanding that the Customer shall only be liable to pay the rate for the vehicle ordered in accordance with the tariff.

**4. Courier Services.** 4.1 The Company shall provide Courier Services at its standard rates, or on such rates as agreed in writing between the Customer and the Company. 4.2 The Company is not a common carrier and will only accept goods on these conditions. 4.3 The Customer warrants in relation to each Consignment that it is the owner of the goods forming the Consignment, or that it is otherwise authorised to deal with the Consignment, provided that where the Company is not the owner of the Consignment, it is authorised to enter into this agreement as if it was owner. 4.4 The Customer warrants that all articles forming part of a Consignment have been properly and efficiently packed, labelled and/or prepaid. If, for any reason, in the Company's opinion the goods require repacking the Company may at its election refuse to carry the goods or, alternatively repack the Consignment at the risk and cost of the Customer. 4.5 The following articles are prohibited and the Customer warrants that they shall not form part of any Consignment: (i) Articles containing materials which are noxious, hazardous, explosive or inflammable; and/or (ii) are obscene, defamatory scandalous or blasphemous; and/or (iii) are unlawful or prohibited for the purposes of possession within or for the purposes of importation or export to or from the United Kingdom and/or (iv) are dangerous or which are reasonably likely to cause damage to persons or property and/or (v) any articles which are likely to deteriorate, decay or otherwise lose their value whilst in transit. If the Customer nevertheless cause any Consignment to be delivered falling within this paragraph, the Customer will be liable for all costs, losses or damage howsoever caused by, to or in connection with such Consignment howsoever arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and acknowledges that the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or by any other person in whose custody they may be at the relevant time. 4.6 The Customer shall not request the Company to deliver any Consignment which consists of bullion, coins, precious stones, jewellery, valuable, antiques, pictures (excluding commercial artworks), live stock and plants except under special arrangements made in writing if the Customer acts in contravention of this paragraph, the Company shall be under no liability whatsoever for or in connection with the goods and shall be entitled to recover from the Customer.

## 5. Limitation of Liability

5.1 The majority of the Company's business is undertaken on a business to business basis. The provisions of the Unfair Contract Terms Act (1977), as amended and the Contracts Rights of Third Parties Act 1999 are excluded to the fullest possible extent. 5.2 Where the Company's liability is governed by the any provisions of the Convention on the Contracts for the International Carriage of Goods by Road as set out in the schedule to the Carriage of Goods by Road Act 1965 (as such schedule may be amended from time to time) ("the CMR Regulations"), any provision limiting the liability of the Company is hereby incorporated into these terms. 5.3 Unless over-ridden by any applicable statute or other rule of law, the liability of the Company for any loss and damage in respect of any single Consignment shall not exceed the amount of £1 00 whether such loss or damage is due to the negligence or default of the Company or of its employees, agents, sub-contractors or otherwise. 5.4 The Company shall be entitled to require proof of the value of the Consignment which has been lost or damaged. 5.5 The Company shall not be liable for any loss or damage occasioned by the late delivery of any Consignment. 5.6 If notwithstanding the provisions of 5.3 and 5.5 above the Company is found to be responsible for any loss or damage to the goods, or in respect of any non-delivery or mis-delivery then the Company shall only be so liable if such loss, damage, non-delivery occurred while the goods were in the actual custody of the Company or under its control and such loss, damage or non-delivery or mis-delivery was due solely to the negligence or default of the Company or its servants, agents and sub-contractors. 5.7 Notwithstanding any provision to the contrary the Company shall not be liable unless any loss or damage is notified to it within 7 days of delivery at the Delivery Point. 5.8 The customer shall at all times satisfy himself that any Consignment is suitable for conveyance by the Courier Service offered by the Company and the Company will accept no liability whatsoever for any loss or damage caused to a Consignment arising from the unsuitability of any vehicle. 5.9 The Customer hereby acknowledges and accepts that it shall be liable to insure any Consignment for the value of the Consignment and that such insurance shall insure against both loss and damage to the Consignment and/or the late delivery or failure to deliver the Consignment. 5.10 Notwithstanding any provision of these terms and conditions the Company shall not be liable whatsoever for any direct or consequential loss or damage or any costs incurred by the Customer in connection therewith arising from or including but not limited to loss of income, loss of profits or loss of opportunity. 5.11 The Customer indemnifies the Company, its servants, agents and sub-contractors against all claims and demands whatsoever and by whosoever made in excess of the liability of the Company under these conditions, including any claims made upon the Company by HM Customs and Excise in respect of dutiable goods consigned in bond and including all consequences and losses suffered by the Company as a result of inadequate or improper packing, labelling or addressing of the Consignment by the Customer. 5.12 The Customer expressly agrees that the limitations and liability are necessary and reasonable in order to enable the Company to provide the services at the cost at which they are provided and that the Customer in employing the Company recognises the limitations on liability as reasonable in the circumstances. 6. Loading and Unloading

## 6. Loading and Unloading

6.1 The Company shall not be requested, nor shall it be under any obligation to provide any labour or equipment which, apart from the company's employee or agent or sub-contractor may be required for loading or unloading at such premises. All consignments shall therefore conform to Health and Safety Requirements for loading and carriage by a single individual without mechanical assistance. 6.2 If, contrary to the provisions of 6.3 any Consignment is requested by the Customer, the Company shall not be liable whatsoever to the Customer for any damage howsoever caused in the course or a result of loading or unloading such a Consignment and the Company shall be entitled to take such steps, including diverting the Consignment to a destination at which the Consignment can be unloaded, in which event, the Customer shall be liable for all costs incurred by the Company. Furthermore the Company shall indemnify and hold the Company harmless against all claims of whatever nature (including any claim for personal injury) brought by any party against the Company by value of the Customer's breach of this condition.

## 7. Collections and Deliveries

7.1 Collections and deliveries that take more than 15 minutes may be subject to a surcharge. 7.2 The Company will make one attempt to deliver a Consignment during normal working hours. If the Company cannot obtain a receipt the relevant Delivery Point may attempt to deliver and obtain an appropriate receipt and address close to the relevant Delivery Point and, if successful, the Company will leave at the relevant Delivery Point details of the address of which the delivery has been affected. If the Consignment has not been delivered; the Company will return it to the Company's premises, after leaving at the relevant Delivery Point a request for the consignee to contact the Company to make alternative delivery arrangements. If no such contact is made within a reasonable time the Company will return the Consignment to the Customer at the Customer's cost.

## 8. International Carriage

8.1 International Carriage in relation to that part of any carriage performed by air, then, to the extent that the provisions of the Warsaw Convention may over-ride the provisions of clause 5, then the limits contained in that Convention shall limit the liability of the Company in respect of loss or damage to any Consignment. 8.2 The Customer authorises the Company, its servants, agents and sub-contractors to sign all transit in customs documentation on behalf of the Customer.

## 9. Sub-Contractors

No objection will be taken to the use by the Company at its own expense of any other carrier or sub-contractor and all of the Company's servants, agents and sub-contractors are hereby entitled to the protection of all the terms hereof which exclude or limit the liability of the Company.

## 10. Sub-Contractors

The Customer agrees with the Company contracting as agent and/or trustee on behalf of its servants and agents, that in consideration of the said servants and agents carrying out for the benefit of the Company the obligations under the Contracts of employment with or otherwise to the Company, such servants and agents shall be entitled to the protection of all the terms and conditions hereof and any claim by the Customer against such servants or agents (except in so far as relates to the deliberately wrongful acts or omissions which, as between the Customer and the servants or agents, the servants and agents shall be fully liable at law).

## 11. Quotations

All offers made or quotations given by the Company for its services are given on the basis of prompt acceptance by the Customer in writing within 7 days unless revoked by the Company prior to such acceptance no quotation shall be valid for any period longer than that stated in this clause.

## 12. Invoices

12.1 Save in the case of manifest in error, the Customer acknowledges responsibility for all or any charges raised by the Company for services provided and/or using the Customer's unique account in respect of such services. 12.2 All sums shown to be due to the Company on its invoices and sent to the Customer shall be paid by the Company immediately when due as shown on the invoice without any deduction and payment shall not be withheld or deferred on account of any claim, counter-claim or set off. 12.3 All credit accounts are strictly 28 days net from date of invoice. All outstanding invoices whether on credit accounts or otherwise must be settled on or before the due date for payment. 12.4 Invoices shall be payable on the due date as stated in 12.3 above and the Company shall be entitled to charge interest on any overdue amount at the rate of 5% above the base lending rate of Natwest Bank from time to time until payment of all sums due or judgment in respect thereof is given, whichever is the sooner.

## 13. Restriction

The Customer agrees and undertakes not to (i) solicit any existing employee of the Company; (ii) solicit or procure the services of any existing sub-contractor of the Company without the prior written authorisation of the Company; (iii) make any attempt to interfere with the existing business relations between the Company and any of its existing employees, agents and sub-contractors.

## 14. Express instructions

14.1 The Company reserves the right in its absolute discretion to perform the whole or part of the relevant services or sub-contract or all or any part of them as it thinks. 14.2 Subject to any express instructions given by the Customer, the Company reserves to itself in its absolute discretion the means, route and procedure to be followed in the performance of the Private Hire or Courier Services. Further, in the opinion of the Company if it is at any stage necessary or desirable in the Company's interests to depart from those instructions, the Company shall be at liberty to do so.

## 15. Lien

The Company shall have a general lien against the goods forming part of any Consignment for any monies due from the Customer to the Company. If such a lien is not satisfied within a reasonable time, then a Company may at its absolute discretion sell the goods or part thereof as agent for the owner and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of goods and shall, upon accounting to the Customer for any balance remaining, be discharged from any liability whatsoever in respect of those goods.

## 16. Unenforceability

If any term or provision contained in these conditions shall be held to be illegal or unenforceable, in whole or in part; under enactment or rule of law such term or provision or part thereof shall to that extent be deemed not to form part of these conditions, but the validity and enforceability of the remaining terms and provisions of these conditions shall not be affected.

**17. Administrative Charge:** All accounts are subject to a 10% administration charge.

**18. Applicable Law:** These terms shall be construed in accordance with the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any services provided by the Company.

Unit 5, The Willows, 80 Willow Walk, London SE1 5SY. Telephone :(+44) 020 7450 0050 Accounts :(+44) 020 7450 0070 Facsimile (+44) 020 7207 2005

LONDON EXECUTIVE (LEG) LIMITED REGISTERED IN ENGLAND No. 3516252  
LONDON EXECUTIVE INTERNATIONAL LIMITED REGISTERED IN ENGLAND No. 3565445  
FIRST EXECUTIVE CHAUFFEUR SERVICES LIMITED REGISTERED IN ENGLAND No. 4927142