



1. All and any business undertaken, including any advice or information given or service provided, whether gratuitously or not by London Executive (LEG) Limited head office of Unit 5 The Willows, 80 Willow Walk, London SE1 5SY (hereinafter called "the company") is transacted subject to the Conditions hereinafter set out and each condition shall be deemed to be incorporated in and be a condition of any agreement between the company and its customers.
2. In these conditions of trading (hereinafter called the "conditions") the company means and (unless the context precludes the same) includes the Company's employees, agents and any person or persons carrying goods under contract with the company. A customer (hereinafter called the "customer") means any person, firm or company contracting for the services of the company.
3. The company is not a common carrier and will accept goods only on these conditions.
4. No agent or person by or under contract with the Company has any authority to alter or vary in any way these conditions unless expressly authorised to do so by a director of the company in writing.
5. customer agrees and undertakes that it will not:
 - (i) solicit any existing employee of London Executive (LEG) Limited ;
 - (ii) procure the services of any existing contractor of London Executive (LEG) Limited without the written authorisation of the managing director which must be obtained prior to any direct contact whatsoever between the customer and the contractor;
 - (iii) make any attempt to interfere with the existing business relations between London Executive (LEG) Limited and any of its existing employees and or contractors:
6. Nothing in paragraph 5 above will prevent the customer from approaching London Executive (LEG) Limited with a view to securing the services of any London Executive (LEG) Limited contractor upon commercial terms to be agreed.
7. customer entering into transactions of any kind with the company for the carriage of goods expressly warrant that they are either the owners or the authorised agents of the owners of any goods to which the transaction relates and further warrant that they authorised to accept and are accepting these conditions not only for themselves but also as agents of and on behalf of all other persons who are or may thereafter become interested in the goods.
8. The company reserves the right in its absolute discretion to perform the whole or any part of the relevant services or sub-contract all or any part of them as it thinks fit.
9. Subject to express instructions given by the customer, the company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of the goods. Further, in the opinion of the company it is at any stage necessary or desirable in the company's interests to depart from those instructions, the company shall be at liberty to do so.
10. The company will endeavour to provide the type of vehicle ordered by the customer but it retains the right, for operational reasons, to provide an alternative on the strict understanding that the customer shall only be liable to pay the rate for the vehicle ordered in accordance with the tariff.
11. The company shall be under no obligation to provide any additional manpower or facilities for the loading or unloading of any consignments unless specifically requested by the customer in advance and such instructions have been accepted by the company. The company reserves the right to charge the customer for any waiting time incurred by the driver in addition to the time charged for any extra manpower in accordance with the tariff.
12. The customer warrants that all goods entrusted to it for carriage have been properly and sufficiently packed, labelled and/or pre-paid. Consignments which are in the company's opinion badly packed will be unpacked and repacked by the company at the customers risk and delivered by the company as soon as reasonably possible. The company reserves the right to make a charge for re-packing.
13.
 - (i) The company shall only be responsible for any loss or damage to the goods, for any non-delivery or miss-delivery, if it is proved that the loss, damage, non-delivery occurred while the goods were in the actual custody of the company and under its actual control and that such loss, damage, non-delivery or miss-delivery was due to the negligence or default of the company.
 - (ii) The company shall only be liable for any non-compliance with the instructions given to it if it proved that the same was caused by the negligence or default of the company.
 - (iii) Save as aforesaid, the company shall be under no liability whatsoever however arising and whether in respect of or in connection with any goods or any instructions, business, advice, information, service or otherwise.
 - (iv) It shall be the responsibility of the customer to satisfy himself that any load he wishes to have carried by the company shall be suitable for conveyance in the vehicle or machine ordered by the customer and provided by the company and the company will accept no liability whatsoever for any loss or damage to such load arising for the unsuitability of such vehicle or machine.
 - (v) In the event of the company providing transport, the carriage of any goods shall be solely at the risk of the customer and the company shall incur no liability of any kind of respect thereof. Consequently, the customer is advised to insure against all such risks.
 - (vi) Without prejudice to the generality of the foregoing and in the absence of its express written agreement, the company can under no circumstances whatsoever accept responsibility for any delay in respect of the delivery of goods not due to its negligence or default.
 - (vii) Further and without prejudice to the generality of the preceding sub-conditions the company shall not, whether under sub conditions (i) and (ii) above or otherwise, be under any liability whatsoever for any detention of goods or for any consequential loss, damage or deterioration caused to goods arising therefrom except where (a) the customer shall have specified to the company the nature of the goods and the purpose if their transit and the company shall have agreed in writing with the customer a specification and time schedule in respect thereof and (b) it shall have proved that such detention, loss, damage or deterioration was due to the negligence or default of the company.
 - (viii) The company shall not, under circumstances whatsoever, to be liable in respect of a consignment.



14(a) The liability of the company for loss of or damage to any consignment (which shall in any event be subject to the other provisions of these conditions) shall under no circumstances exceed £100 whether such loss or damage was due to the negligence or default of the company or its employees, agents, sub-contractors or otherwise.

PROVIDED THAT:

- (i) The company shall be entitled to require proof of the value of the consignment lost or damaged:
 - (ii) Nothing in these conditions shall operate so as to exclude or restrict the liability of the company for death or personal injury resulting from its proven negligence or default.
- 14(b) Notwithstanding any other provision contained in these conditions the company shall have no liability whatsoever for any indirect or consequential loss or damage howsoever arising including but not limited to loss of income, loss of profits or loss of opportunity.
- 15 Subject always to the limitation provided for in clause 12(a) of these terms and conditions and for the purpose of the security and safety only, the customer shall, prior to placing an order with the company notify the company in writing of the value of the goods to be carried by the company exceeds £5,000.
- 16 Without prejudice to the foregoing the company shall be discharged from all liability for the loss, damage, non-delivery or mis-delivery of part or whole of the consignment unless the company is advised thereof in writing by the customer within seven clear days and a quantified claim is made in writing within fourteen days after the transit of such consignment has been requested.
- 17(a) the customer shall not submit to the company and the company shall not knowingly accept or deal with goods, which are or likely to be:
- (i) Noxious, hazardous, explosive or inflammable and/or
 - (ii) Obscene, defamatory, scandalous or blasphemous in any form whatsoever and/or
 - (iii) Unlawful or prohibited for the purpose of possession within or for the purposes of importation or exportation to or from the United Kingdom; and/or
 - (iv) Dangerous or which are likely to cause damage to persons or property.
- 17(b) should the customer nevertheless deliver any such goods to the company to handle or deal with, he shall be liable for all loss or damage howsoever caused by, to, or in connection with the goods however 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 of by any other person in whose custody they may be at the relevant time.
- 18 The company will not accept or deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures (excluding commercial artworks), livestock and plants except under special arrangements made in writing. Should any customer nevertheless deliver any such goods to the company or cause it to handle or deal with them other than under such arrangements, the company shall under no liability whatsoever for or in connection with the goods however arising.
- 19 The customer shall indemnify the company against all claims and demands whatsoever and be 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 insufficient or inadequate improper packing, labelling or addressing of the goods or fraud by the customer.
- 20 All offers made or quotation given by the company for its services are given on the basis of prompt acceptance by the customer in writing within seven days unless revoked by the company prior to such acceptance.
- 21 Save in the case of manifest error, the customer acknowledges responsibility for all or any charges raised by the company for services provided and ordered using the customer's unique account irrespective of who ordered such services.
- 22 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 deductions and payment shall not be withheld or deferred on account of any claim, counterclaim or set off.
- 23 All credit accounts are strictly 28 days nett from the date of invoice. All outstanding invoices whether on credit accounts or otherwise must be settled on or before the due date for payment.
- 24 Invoices shall be payable on the due date as previously stipulated and the company shall be entitled to interest on any overdue payments at the rate of 5% above the base lending rate of National Westminster Bank Plc from time to time until payment of all sums due or judgement in respect thereof whichever is the sooner.
- 25 The company shall have a general lien against the goods of the customer, or those for which he is responsible as authorised agent, for any monies due from the customer to the company. If such lien is not satisfied within a reasonable time, the 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.
- 26 If any term or provision contained in these conditions shall be held to be illegal or unenforceable, in whole or in part, under any enactment of rule of law, such term or provision or part thereof shall to that extent be deemed not to form part thereof shall to that extent be deemed not to form part of those conditions but the validity and enforceability of the remaining terms and provisions of these conditions shall not be affected.
- 27 All accounts are subject to a 10% administration charge.
- 28 All agreements between the company and its customers shall be governed by English Law and shall fall within the non-exclusive jurisdiction of the English courts.