

ALINE SERVICES LIMITED

UNIT 3A FINNEYS BUSINESS PARK,

MANCHESTER RD

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**Aline Services Ltd. Standard terms and Conditions of Business**

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1) In these conditions;

“Company” is Aline Services Ltd. ”Person” includes persons or any Body or Bodies Corporate. “The Owner” means the owner of the Goods to which any business concluded under these conditions relates and any other person who is or may become interested in them. “Customer” Means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services. “Goods” means the vehicle(s) we are instructed to transport.

2) (A)Subject to paragraph (B) below all and any activities of the Company in the course of business whether gratuitous or not are undertaken subject to these conditions.

 (B) If any legislation is compulsorily applicable to any business undertaken, these conditions shall, as regards such business be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by the Company of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards to such business be overridden to that extent and no further.

3) The Customer warrants that they are either the owner or authorised agent of the owner and also that they are accepting these conditions not only for themselves but also as Agent for and on behalf of the Owner.

4) In authorising the Customer to enter into any Contract with the Company and/or in accepting any document issued by the Company in connection with such Contract, the Owner and Consignee accept these conditions for themselves and their Agents and for any parties on whose behalf they or their agents may act, and in particular, but without prejudice to the generality of this Clause, they accept that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these Conditions or to recover from them any sums to be paid by the customer which upon proper demand have not been paid.

5) Upon acceptance of a booking for the movement of Goods you agree to honour any relevant costs incurred in order to complete the journey in as such as unavoidable i.e. Ferry, bridge, tunnel or Toll or Congestion Zone charges etc.

6) The Company reserves to itself a reasonable liberty as to the means route and procedure to be followed in the handling, storage and transportation of Goods.

7) Any additional costs incurred by incorrectly supplied or amended collection or delivery details resulting in increased mileage/time incurred will be charged or surcharged in addition to the original quoted booking price.

8) The Company shall have a general lien on all goods and documents relating to Goods in its possession, custody or control for all sums due at any time from the Customer or Owner, and shall be entitled to sell or dispose of such Goods or documents as agent for and at the expense of the customer and apply the proceeds in or towards the payment of such sums on 28 days notice in writing to the Customer. Upon accounting to the Customer for any balance after payment of any sum due to the Company and the costs of sale or disposal, the Company shall be discharged of any liability whatsoever in respect of the Goods or documents.

9) The Customer shall pay to the Company all sums immediately when due without reduction or deferment on account of any claim, counter claim or set-off.

10) The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.

11) The company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by;

 (A) Strike, Lock out stoppage or restraint of labour, the consequences of which the Company is unable to prevent by the exercise of reasonable diligence.

 (B) Any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence.

 (C) Any damage that cannot be attributed to negligence on behalf of the Company or their staff; this includes but is not limited to : Acts of God(Storm damage, Bird Strike, Bird Droppings) Stone chips to bodywork and or windscreen damage, tyre damage, punctures or blowouts, In so much that the Company will not be held responsible for any non-fault road damage whilst the vehicle is in transit.

12) The Company’s liability howsoever arising shall not exceed the trade purchase value of any Goods lost or damaged.

13) The Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profits, loss of market or the consequences of delay or deviation however caused.

14) The Company will accept no responsibility for and the Customer will indemnify the Company against all damage arising from faulty manufacture or servicing of any vehicle which the Company delivers on the Customer’s behalf.

15) In the event of a vehicle breakdown the Company shall take reasonable steps to recover the vehicle using that manufacturer’s agent or any reputable Recovery company as is deemed necessary. Any and all costs of such recovery to the company will be met by the Customer.

16) Any and all waiting/breakdown time incurred upon collection or delivery will be charged for at the hourly rate applicable at the time of waiting/breakdown.

17) All vehicles to be delivered by the Company must be presented in a roadworthy condition and must comply with all current legislation and regulations. It is also taken by confirmation of booking that it is assured by the Customer or Agent that the vehicle is mechanically sound enough to be delivered independently and it is the responsibility of the Customer to ensure the above is met.

18) In addition it is the Customers responsibility to ensure that the vehicle is fully mechanically operational with sufficient fuel to reach either the destination at your cost or an accessible fuel station for additional billing at the Company’s current rates.

 19) If in the opinion of our driver they deem the vehicle to not be roadworthy for any reason, the Company retain the right to deem the vehicle uncollectable.

20) Any booking cancelation due to :

(A) the vehicle not available at time stated at booking on arrival on site. (B) insufficient notice as our driver is on route to the collection point.

(C) the vehicle being deemed unroadworthy.

 Will result in costs up to and including the original booking quotation subject to costs incurred.

21) Any claim by the Customer against the Company arising in respect of any service provided for the Customer shall be made in writing and notified to the Company within 48 hours of receipt of vehicle.

22) Any variation in the above Standard Terms and Conditions of Business can only be made in writing duly signed by all Directors of Aline Services Ltd.

23) These conditions and any act or contract to which they apply shall be governed by English Law and any dispute arising out of any act or contract to which these conditions apply shall be subject to the exclusive jurisdiction of the English Courts.

24) The parties may expressly agree in writing to disapply or vary any part of these Terms from time to time permanently or temporarily in respect of any Contract. Only a formally appointed and registered director of Aline Services Ltd is authorised to do so (and/or to provide consent) for the Company , and You will verify such status of such director before relying upon any disapplication or variation.