



Standard Terms & Conditions of Trading

1. In these conditions all references to "US" shall mean Urgent Services Ltd under company registration number 11694610, 4089139, hereinafter referred to as the supplier. All references to "AH" shall mean customer account holder, and all references to "RES" shall mean all our resources, whether employed on a full time, part time or self-employed contract, or whether they be agents, sub-contractors, service partners and any other servant engaged by US for the purposes of facilitating the service to AH.
2. These are the only terms and conditions applicable to any business undertaken between US and the AH, unless the same has been agreed and confirmed in writing by a director.
3. US are not common carriers and reserve the right to refuse to undertake any services requested of it at its absolute discretion and without giving any reason for such refusal.
4. US shall not be liable for any loss of or damage to goods, chattels or documents entrusted to it for non-delivery, delay or miss-delivery unless it shall be proved that the same was due to the negligence of US whilst such goods chattels or documents were in our custody. In particular and without prejudice to the generality of the foregoing US shall not be liable for any loss, damage, miss-delivery or delay caused by Act of God, war, hostilities, riot, rebellion or civil commotion, orders of a government, public or local authority, strikes, lock-outs or total or partial withdrawals of labour, latent defect or inherent defect or natural deterioration in the chattels carried, delay or seizure under legal process, mechanical failure, insufficient or improper packing, labelling or addressing, non-acceptance by the consignee or any act or omission of the AH or the AH servants or agents.
5. The following items are excluded from US insurance cover and can only be transported at the AH own risk and in any event, liability for any loss, damage, miss-delivery or delay in respect thereof shall be limited to a sum equivalent to the amount of the fee due for the carriage of the particular consignment concerned, namely bullion, cash, bank notes, bonds, securities, deeds, bills of exchange, promissory notes, stamps, documents of title to property, gold, silver, or platinum and or other precious metals or articles of jewellery, fragile or brittle objects, perfumes, razor blades, tobacco, antiques, works of art, precious stones, watches and furs.

The following items require special conditions and handling and will not be willing transported by US without proper prior disclosure from the AH, namely inflammable, explosive, noxious, harmful or dangerous substance or which is likely to cause damage (including any substance likely to harbour or encourage vermin or other pests) drugs of any kind, livestock and in the event that any of these items should be inadvertently transported, they are done so at sole risk of the AH and US take no responsibility for any liabilities whatsoever. The AH agrees to protect and indemnify US against any and all legal actions, claims, penalties damages and costs or expenses it may incur, or which may potentially be taken against US as a result of the same.





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6. Subject as aforesaid the liability of US for any loss, damage, miss-delivery or delay on the part of UDC shall be limited in respect of each consignment to a sum not exceeding £500.00 or such larger sum as may be required from time to time, subject to the maximum cover available in respect a particular item, provided it has been agreed and confirmed in writing in advance. Any chattels or documents consigned to an agent, US shall be limited in respect of each consignment to a sum not exceeding £200. US advises the AH to take the opportunity itself to insure for such increase in cover or insured risks as the AH may desire. The safest and most desirable course is for the AH in any event to insure the chattels or documents concerned for their full value on an "All Risks" basis, thereby rendering it unnecessary for the AH to rely as to the extent of US insurance cover.
7. US shall not be liable in respect of any claims unless the same be notified to US in writing within 24 hours of the date and time when the consignment was or should have been delivered.
8. The AH warrants that:-

All chattels and documents entrusted to US for carriage are securely and adequately packed and labelled and are clearly and correctly addressed.

All chattels and documents entrusted to US for carriage are fit to be transported in the condition in which they are handed to US and that the vehicle booked is the correct vehicle for the purpose of delivering the same.

The AH is the owner or duly authorised agent of the owner of the goods or documents concerned and is lawfully entitled to entrust them to US for carriage.

All descriptions, values and other particulars which may be furnished to US by the AH for Customs and other purposes are accurate and the AH warrants and undertakes to indemnify US against loss, damage, expenses and fines arising from any inaccuracy or omission in relation thereto.
9. It shall be the responsibility of the AH to satisfy itself that any chattels the customer wishes to have carried by US shall be suitable for conveyance in the type of vehicle or machine ordered by the AH and UDC accepts no liability whatsoever for any loss or damage to the consignment arising from the unsuitability of the vehicle or machine so ordered. In addition to this, where the wrong vehicle has been ordered, US reserve the right to switch the consignment on to a suitable vehicle and to make such appropriate charges for the vehicle required.
10. Any courier or member of staff employed by US in any capacity, including any sub-contractor supplied to the customer by US RES who is subsequently offered employment or contract for services by the customer either during such period as they shall be engaged by US or within six calendar months of completion of any such engagement, will render the customer liable to pay to US £5,000, by way of introductory commission or 10% (whichever is the greater) of the annual wage, salary or fee normally paid by US to such RES or member of staff, plus 1 % for 12 months of the negotiated annual salary.
11. US reserves to itself absolute discretion as to the route and procedure to be followed in the handling, storage and transportation of the customer's chattels or documents. In all aspects, US will always calculate route mileages using Google fastest route, which may not be the shortest route.
12. Unless otherwise agreed in writing, all credit accounts are rendered on a weekly basis by email and





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are subject to settlement thereof within seven days of invoice date, thereafter they shall carry interest at the rate of 5% per month above the current Barclays Bank Base Rate. Invoices sent by post shall be deemed to have been received two days after despatch (excluding Sundays and public holidays). Overdue accounts do not qualify for any special pricing and or payment terms. and AH with overdue accounts will be placed on our highest ad-hoc tariff until further notice, or until some form of agreement is reached. In the event of termination of supply of services for whatever reason, all invoiced amounts become due with immediate effect.

13. The AH shall not claim any right to set-off against, deduct, reduce or withhold any monies due to US, and any claim or counterclaim which the AH may wish to pursue against US shall be treated as a separate issue.
14. In accordance with Condition 9 US shall be entitled to inspect any chattels or documents entrusted to it to ensure that all such chattels or documents are capable of transportation to the destination concerned and where a consignment is for transportation abroad, to ensure that all such chattels or documents are capable of transportation to the country of destination within the usual operating procedures, customs declaration and handling methods and requirements of US, its agents or sub-contractors. US does not warrant that any item to be transported is capable of transportation without infringing the law of any country or state from, to, or through which the item may be carried. In all aspects as such, the AH agrees to protect and indemnify US against any and all costs, surcharges and actions.
15. The AH is liable for all duties, taxes, levies or expenditure of any kind levied by the authorities at any port or place in connection with the delivery of their consignment and for any loss or damage whatsoever incurred by US in connection therewith. This may include bridge and road tolls, parking, congestion charging and Ultra Low Emission Zone charges where applicable and ferry boats, cable cars and lifts.
16. The term COA refers to cancellation on allocation and the customer shall be responsible for all cancellations whereby a resource has been allocated to a task, thus rendering them unavailable for other tasks. This will normally be a minimum local charge; however, longer distance cancellations will incur additional charges to reflect the miles and time the resource has spent on the that assignment.
17. The AH shall be responsible for all Waiting/Loading time, whether it be incurred at the collection or delivery point. An initial 10-minute period of grace will be applied to all bookings at each location to allow for reasonable loading and unloading time. Where possible, and if the AH has requested, an email notification of time will be sent to the booker.
18. US reserves the right to review pricing structures on a regular 6-month basis for all ad-hoc pay-as-you-use customers, in order to reflect the changes in economic trends, fuel surcharges, supplier price reviews, increases in labour charges and or any other such related costs. Price increases will be applied automatically and without prior notice. This clause does not apply to AH who have a written fixed price fixed term agreement, provided that the contract completion date has not been passed, and no extension has been requested.
19. US shall not accept any claim relating to any query unless the same is notified to US in writing by mail or email to bookings@urgentservices.uk or by telephone to 020 7377 8899 immediately upon receipt





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of your invoice, so as to enable us to act quickly to resolve any issues as soon as possible. In any event, we do not accept any queries raised more than 1 month after the invoice was deemed to be received, as we would have already paid out against this invoice and would not be unable to recover costs after this time.

20. In the event of non-delivery of goods left with US, or our agents or sub-contractors, we reserve the right to dispose of such chattels or documents consigned where in the opinion of US such items cannot be delivered due to being wrongly or insufficiently addressed, not collected or not accepted by the intended recipient. All charges and expenses arising in connection with the return, sale or disposal of said goods shall be paid by the AH and any proceeds arising from sale if any and after deduction of all charges and expenses, shall be paid back to the AH. Subject as aforesaid, the AH will be given no less than 21 days before US may dispose of the said goods.
21. US reserve the right to take legal action to recover any and all outstanding amounts due whereby the AH refuses or is unable to pay. In the case of any UK Limited Company, Partnership, LLP, Sole trader and or any other such business entity, the Directors, partners, members, executives or sole trader of the said business, all become personally, jointly and severally responsible for the debt and as such, agree to indemnify and protect US against any and all outstanding amounts, including interest, bank charges and costs of recovery as may apply.
22. Wherever the term "vetted" is used in respect of riders, drivers or members of staff employed by US or supplied to the AH by US, the term "vetted" shall mean any person who has been accepted as having a good character by The Metropolitan Police/Transport For London Public Carriage Office in order to learn the knowledge of London to become a Licensed London Taxi Driver and who has not had their training involuntarily suspended or terminated in any way.
23. US operate a 24-hour service 365 days a year, however, additional out of hours surcharges apply after 1800 and before 0800 and throughout weekends and public holiday. Our business and administration department operates Monday to Friday between the hours of 09.00 and 17.00 hours.
24. All proof of delivery signatures are digital and kept for a maximum period of 12 months. Digital proof of delivery is kept for at least 12 months and may be kept longer in some cases.
25. US does not accept liability for any form of consequential loss whatsoever, unless a separate written agreement has been signed by the managing director.
26. It is our policy to record all incoming and outgoing voice and electronic communications.
27. These terms and conditions are delivered to every AH with their invoice. In an AH is not be willing to accept to be bound by these conditions, we would respectfully ask that you do not avail yourself of the services we provide, until such time as you are willing to accept them, or you are satisfied that the terms and conditions have been sufficiently amended to meet your approval.
28. No variation to these terms and conditions will be valid without written confirmation and a signed letter of agreement by the managing director, who is currently Derwent Jaconelli.
29. GDPR. US do not share or pass on any personal data to any outside sources or resources, other than what is needed in order to affect the delivery of the service required. We do retain company information and company contacts, but again, this is only used for direct communication with our





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customers and is never shared.

30. All agreements and transactions between US and the AH shall be governed by the Law of England and Wales.

