

Terms & Conditions

Standard Terms & Conditions

1. In these conditions:

“Associated Companies” shall mean an entity which:

Directly or indirectly controls the Company;

Or is under the same direct or indirect ownership or control as the Company; or

Or is directly or indirectly owned or controlled by the Company.

and for these purposes, an entity shall be treated as being controlled by another if that other entity has 50% or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

“The Company” shall mean Specialist Logistics Services Ltd.

“The Customer” shall mean the entity entering into the Contract with the Company, save that in clause 22.3 it shall, as appropriate, include the owner of the goods if he is not also the Customer;

“The Cargo” shall mean the goods in respect of which the Services are provided by the Company for the Customer;

“The Collection Address” and the “Delivery Address” shall mean the addresses specified in the Service Specification;

“Contract” shall mean the contract between the Company and the Customer for the supply of the Services;

“Quotation” shall mean the Company’s quotation for the provision of the Services;

“Regulations” shall mean the third-party regulations applicable to the Contract as provided by clause 5 or otherwise by operation of law or regulations having the force of law;

“Services Specification” shall mean the description of the Cargo to be moved (known as Transportation Services), the Collection Address and the Delivery Address and all other details relating to the Services including details of any disassembly, reassembly, construction installation or erection (together known as Construction Services) provided in writing by the Customer to the Company;

“Services” shall mean the services supplied by the Company to the Customer as set out in the Service Specification including either or both of Transportation Services and Construction Services as the context requires

2. The Customer hereby warrants that it is either the owner or the authorised agent of the owner of the Cargo which is the subject matter of the Services and is accordingly authorised to accept and so accepts these conditions on its own behalf and on behalf of all other interested parties.
3. All Quotations given by the Company are subject to these conditions and are subject to revision. Quotations may be withdrawn unless accepted within 30 days of their date. Quoted prices for work which for any reason are accepted more than 30 days after the date of Quotation may, without notice to the Customer, be increased so as to take into account the increased costs of the Company (including overheads). All rates quoted for Transportation Services are based on current shipping, exchange rates or air freight rates which are subject to change without notice and in the event of any such rates or charges of any nature being increased, the increased amount shall be paid by the Customer or his agent.

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4. The Company may sub-contract any part or parts of the Services to third parties including its Associated Companies or licensees without prior notice to the Customer. The Company may in its absolute discretion perform the Services in whatever manner and by whatever means it thinks fit.
5. Transportation Services:
 - 5.1. performed within the United Kingdom are carried out in accordance with the current edition of the Freight Transport Association Limited's standard conditions of carriage of goods by road in the United Kingdom current at the date of the Quotation;
 - 5.2. performed on an international basis by road are subject to the CMR Convention conditions - (Convention Relative au Contrat de Transport International de Marchandises par Route); and
 - 5.3. performed by sea and air are subject to the standard terms and conditions of the British International Freight Association.

Where the above referred to conditions are inconsistent with the terms and conditions of the Company the Company's conditions shall apply. The only exception to this rule is the issue of liability in which case the third-party terms will prevail over the Company's conditions. The Quotation will specify the applicable third-party terms.

6. The Customer shall provide to the Company: -
 - 6.1 accurate details of the Cargo, including description, dimensions and weights (which information, in the case of abnormally wide, high, long or heavy Cargoes will be used in obtaining all the necessary authorisations and consents). If the centre of gravity of the Cargo is abnormally high or offset to one side the Company is to be so advised. The accurate details of the Cargo should comprise in its entirety, the complete list of the Cargo to be transported under the terms of this contract;
 - 6.2 The correct and adequate Collection Address and Delivery Address;
 - 6.3 accurate details of all matters at the Collection Address and Delivery Address which might affect access thereto by vehicles or their loading or unloading for Transportation Services or for Construction Services as the case may be. Without prejudice to the generality of the foregoing such details shall include information as to the existence, locations, dimensions and load bearing capacity of overhead bridges, weigh bridges, cables, pipes, street furniture, road surfaces and their capacity - and any such factors that could affect the free and safe movement of the Company's vehicles; and
 - 6.4 information on whether the Cargo is hazardous or poses a risk to the environment in transportation or in respect of any Construction Services and if so, accurate and complete details of the nature of such hazard or risk. The Customer shall also inform the Company if the Cargo is subject to any Government or legal movement restriction. The Customer shall be responsible at its own cost for packing any hazardous Cargo or Cargo posing an environmental risk in accordance with any statutory regulations in force applicable to the carriage of such goods. The Customer is liable for any additional costs or damages of the Company arising directly or indirectly from a breach of this condition including all legal costs. In the event of Company vehicles suffering structural damage as a result of a breach of this condition, then the Customer is liable for the cost of repair and the cost of loss of earnings during those repairs.

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7. The Customer shall:
 - 7.1 Obtain all necessary licences, consents and clearances required for the transportation of the Cargo where the same are capable of being obtained by the Customer;
 - 7.2 Unless the Company is to dismantle any item or items forming part of the Cargo, have the Cargo ready for loading at the Collection Address at the date and time agreed with the Company; and
 - 7.3 Make available sufficient personnel and equipment to enable the Cargo to be conveniently and safely loaded. Such personnel shall act in accordance with the instructions of the Company.
8. Where the Cargo consists of dangerous goods as specified by the European Agreement on the International Carriage of Dangerous Goods by Road, 2011 edition (the "ADR Regulations") or Dangerous Goods as specified by the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (the "Dangerous Goods Regulations") (as the same are amended from time to time), the Customer shall ensure that it and any such goods or material to be transported by the Company including (without limitation), the packaging, complies in all respects with the ADR Regulations and the Dangerous Goods Regulations.
9. The precise loading date is subject to the Company obtaining, in respect of abnormal loads, route approval from all the statutory authorities and availability of police escorts. Dates stated in the Services Specification for commencement and completion of any Construction Services shall be subject to any effect thereon of the obtaining of such approvals.
10. Unless otherwise specified in the terms of the Quotation, the loading and offloading expenses are specifically excluded and are the responsibility of the Customer. A standard allowance of 2 hours per vehicle during loading and 2 hours per vehicle during offloading is made in this respect. In the event of this period being exceeded vehicle demurrage will become payable as per the Company's supplementary charges schedule.
11. Where the Cargo requires special support for transit, such as cradles, timber wedges, steel structures or the like - they shall be provided free of cost to the Company and be immediately available at time of loading - the gross dimension of the Cargo and its supports/cradles must be considered when advising the Company of the dimensions in accordance with clause 6.1.
12. The Company is responsible for the lashing and securing of abnormal loads onto their specialist trailers. The Customer is responsible for the lashing and securing for Cargoes loaded onto standard trailers, containers or flat racks.
13. It is a condition precedent of the Company's obligation to perform the Contract that the relevant road authorities are able to approve a suitable route for the passage of the loaded vehicle(s). The Company shall not be liable for any delay in the performance of the Contract or for any loss or damage of whatever nature suffered by the Customer as a result thereof to the extent that such delay is caused by compliance by the Company with the instructions of the police or road authorities. Any extra costs incurred by the Company as a result of compliance with any such instructions shall be added to the Company's charges. Furthermore, the Company reserves the right to charge the Customer any charge levied against the Company in respect of the provision of police escorts, if not specifically included in the price stated in the Quotation.

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14. The Customer shall on demand pay to the Company the amount of any charge made by any Telephone, Electricity, Local Authority or any person, firm or company for the removal and reinstatement of overhead cables, telephone lines, pipes, street furniture or other obstructions necessary for the passage of the loaded vehicle.
15. Unless otherwise stated in the Quotation, no provision whatsoever has been made in respect of customs clearance charges, customs duties or the prepayment of VAT. In the event of the Company being requested to arrange such payment, they will be as per the Company's supplementary charge schedule and will be due for immediate settlement prior to final delivery of the Cargo. It is the Customer's responsibility to ensure that all customs duties are paid. In the event of any irregularity the Customer will be responsible for any fines or charges levied on the Company.
16. A standard allowance of 4 hours per vehicle has been made for customs clearance at each border on the journey. In addition, there is an allowance of 4 hours for customs clearance on final arrival. Where the hours allowed are exceeded, the Company reserves the right to invoice an hourly charge in accordance with the Company's supplementary charge schedule.
17. Time is not of the essence for the performance of the Services unless this is agreed in writing by a director of the Company. Loading and delivery dates are estimates only and are of no contractual effect. The Company will not be liable for any loss or damage whether direct or consequential due to any delay in presenting vehicles for loading or discharging due to any reason, other than wilful neglect by the Company.
18. The Company will not bear any responsibility for damage, rust or deterioration caused to the Cargo by adverse weather or atmospheric conditions during the provision of the Services and the Customer is therefore advised to render all items waterproof.
19. If during the duration of the Contract there should be adverse weather conditions or other natural hazard causing the Company's vehicles to be delayed, the Company reserves the right at its sole discretion to charge the Customer demurrage charges in accordance with the Company's supplementary charges schedule.
20. If the Services Specification states that the Company is to provide any Construction Services, then the Company shall exercise reasonable skill and care in the provision thereof but shall not be liable for any breakages or failure of the Cargo to operate in its new location unless the same is due to the negligence of the Company, its servant's agents, sub-contractors or suppliers. The Company will perform the Construction Services in accordance with good engineering practice but will in the performance of such Services be wholly and entirely reliant upon the instructions of the Customer, its servant's agents or consultants. Likewise, if the client employs the Company to provide hire of any machinery such as but not limited to Cranes, Hiabs, Lifting Equipment, Access Platforms etc etc, the Company acts as "agents only" in respect of the provision of this equipment. All terms and conditions of supply are as per the providing companies terms and conditions of hire a copy of which can be provide upon request.
21. The Customer shall pay any invoice of the Company by 30 days month end of its date (unless other terms are agreed in writing) to a bank account nominated in writing by the Company and in respect of such payment time shall be of the essence. If any of the Construction Services are subject to the provisions of the Housing Grants Construction and Regeneration Act 1996 (as amended) the date of any such invoice shall be the due date and the final date for payment thereof and such invoice shall for the purposes of that Act constitute the Payment Notice.

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22. If the Customer fails to make any payment due to the Company by the date for payment the Company shall:
- 22.1** be entitled to charge interest at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time;
 - 22.2** be entitled to suspend the provision of the Services subject to the provisions of the Housing Grants Construction and Regeneration Act 1996 (as amended) if the same applies to any of the Construction Services but only insofar as such Act does apply and no further.
 - 22.3** have a general lien on all goods or property of the Customer in the possession or custody of the Company or its agents or subcontractors and the Company may make a warehousing charge in respect of any such goods or property. If any invoice remains unpaid for 60 days after its date, the Company shall have power without notice to the Customer to sell any goods or property subject to lien by public auction or otherwise and to apply the proceeds towards the monies and charges due to the Company including the expenses and costs legal or otherwise of enforcing the lien.
23. No claim by the Customer shall entitle the Customer to withhold or delay payment of sums due under the Contract.
24. The Customer shall be responsible for any additional costs and expenses, legal or otherwise, incurred by the Company as a result of non-payment or delayed payment of invoices.
25. In respect of a Contract involving multiple movements, the Company reserves the right to submit interim invoices, generally in accordance with the extent of the Contract performed.
26. Quotations are given in either pounds sterling (£) or euro (€). The Customer will make the payment in the currency of the Quotation. Where the Company is asked to quote in any other currency and payment is not made by the due date then the Customer shall pay to the Company any losses arising from exchange rate variations in respect of the period from the due date until the date the Company receives payment.
27. It is an express term of the Contract between the parties that the Customer accepts liability for the Service Specification and all preparatory work undertaken by the Company even in circumstances where the Services are not provided. If the Customer cancels the Contract for any reason whatsoever prior to the Company's commencement of the Services, the Company shall be entitled to charge, in its absolute discretion, a cancellation fee not exceeding 30% of the Contract price as determined in clause 3 or otherwise as the case may be. The amount of this cancellation fee and the extent of the preparatory works undertaken by the Company shall be determined by the Company in its absolute discretion, but it is intended to compensate the Company for all costs and expenses actually and reasonably incurred in connection with the work requested by the Customer. The cancellation fee shall be payable within 7 days of the Company notifying the Customer in writing of its intention to charge such a fee. The Company's rights in respect of non-payment of this fee shall be identical to those in clause 22 and the charging of such a cancellation fee shall in no way prejudice the Company's rights to take action for breach of contract or any other legal remedy.

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28. The Company shall not in any circumstances be liable in respect of any Cargo where there has been fraud on the part of the Customer or owner of the Cargo or the servants or agents of either in respect of Cargo unless that fraud has been contributed to by the complicity of the Company or any servant of the Company acting in the course of their employment.
29. Nothing in these conditions shall limit or exclude the Company's liability for:
- 29.1 Death or personal injury caused by its negligence or the negligence of its employees, agents and sub-contractors;
- 29.2 Fraud or fraudulent misrepresentation; and
- 29.3 Breach of any statutorily implied terms to the extent that the same may not be excluded or limited.
30. Save as provided in clause 29, the Company shall not be liable in respect of any claim:
- 30.1 Unless the Customer gives the Company in writing within 7 days of completion of the Services all available particulars of the claim;
- 30.2 For any consequential economic or indirect loss (including but not limited to loss of profit or loss of production) howsoever arising;
- 30.3 in respect of or resulting from any faulty or insufficiently strong premises, grounds or roadways on which the Company's vehicles reasonably go or on which any Construction Services take place;
- 30.4 in respect of or resulting from any dangerous, inflammable, radioactive, toxic, explosive, asbestoid or other hazardous substances of the Customer involved in the Company's work;
- 30.5 in respect of any circumstances beyond the reasonable control of the Company (including, without limitation, act of God, any consequence of war, terrorist acts, riots, civil commotion, strikes, lock outs or labour disturbances); or
- 30.6 arising as a result of the consignee not taking or accepting delivery of the Cargo or in any way preventing the provision of the Services to suit the convenience of the Customer or his clients.
31. Save as provided in clause 29 where carriage of any consignment or part consignment is sub-contracted to a sea, air or rail carrier then the liability of the Company and such sub-contractor shall be limited and/or excluded in accordance with the sub-contractor's conditions of carriage as provided by any applicable statute or international convention.
32. If the Customer considers during the course of or resulting from the provision of the services there is any act or omission which should be corrected the Customer shall immediately give notice to the Company in writing of such acts or omissions and afford the Company a reasonable opportunity to make such corrections.
33. The Customer shall indemnify the Company and keep it indemnified and hold it harmless against all losses, damages, costs or fines (including, without limitation, environmental costs and clean-up costs) that may be incurred by the Company as a result of:

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- 33.1 transporting the substances of the type mentioned in clause 30.4 above or any substances referred to in the ADR Regulations or the Dangerous Goods Regulations;
 - 33.2 complying with any environmental legislation or the requirements of any environmental agency or authority;
 - 33.3 Third party claims attributable to any environmental damage or spillage during the transportation of the Cargo;
 - 33.4 The packing of the Cargo by the Customer and in particular (although without limitation) the packing of those substances mentioned in clause 30.4 above; and
 - 33.5 The provision of the Construction Services
34. Where delay arises from events contemplated by clauses 30.3, 30.4, 30.5 and 30.6 the Customer shall pay to the Company demurrage charges based on the Company's supplementary charges schedule.
35. If the Customer becomes subject to any of the events listed in clause 36, or the Company reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend the provision of the Services without incurring any liability to the Customer, and all outstanding sums in respect of Services already provided shall become immediately due.
36. For the purposes of clause 35, the relevant events are:
- 36.1 an order is made or a resolution is passed for the winding-up of the Customer or an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the Customer's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the Customer takes or suffers any similar or analogous action in consequence of debt;
 - 36.2 The Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
 - 36.3 The Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
 - 36.4 The Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
37. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

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38. A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 38 shall survive termination of the Contract.
39. Any notice to be given by one party to the other shall be in writing and sent by facsimile, email or first class pre-paid recorded delivery post to the last notified address of the party to be served. Notices sent by fax or by email shall be deemed to arrive at 1700 hours on the day of sending If sent before 1600 hours and otherwise at 0900 hours on the day following sending provided always that if the sender of the notice can produce an answerback message confirming receipt, the time of that answerback message shall be deemed to the time of receipt. Notices sent by first class recorded delivery post shall be deemed to arrive 48 hours after posting.
40. The Contract between the Company and the Customer including the Quotation the relevant Regulations and these standard conditions shall comprise the whole of the Company's obligation and no oral statement on the part of the Company's personnel shall be incorporated into the Contract or increase or vary any written terms thereof or form a warranty or representation affecting the terms thereof.
41. It is hereby declared that any sub-contractor of the Company and its servants and agents and any person deriving title to the Cargo from the Customer are further parties to this contract within the meaning of the Contracts (Rights of Third Parties) Act 1999 and shall be entitled to enforce the contract accordingly.
42. General
- 42.1 Severance: If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 42.2 Waiver. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 42.3 Variation. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Company.

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42.4 Bribery. The Company shall:

42.4.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

42.4.2 Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

42.4.3 Promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Company in connection with the performance of the Contract.

42.5 Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

If any of the quotation conditions or the standard conditions cause difficulty, amendments can be discussed with a Director of the Company, but this must be done prior to entering into the contract.

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