

THE Keen GROUP

LICENSED PRIVATE HIRE & COURIER SERVICE

Terms and Conditions of Trading

1. GENERAL

1.1 The terms and conditions set out herein shall apply to All and any business undertaken, including any advice or information given and or service/s provided, whether gratuitously or not by TKG Ltd [inc all relevant trading names] hereinafter called "the Company" Each condition shall be deemed to be incorporated in and be a condition of any agreement between the Company and it's customers.

1.2 In these conditions of trading [hereinafter called "these conditions"] the Company means and [unless the context precludes the same] includes the Company's servants, agents and any person or persons subcontracted to carry out work for and on behalf of the Company.

1.3 "The Customer" [hereinafter called "the customer"] is the party, individual or company which contracts for the services of the Company and this would include the customer's servants or agents.

1.4 TKG Ltd in adhering to Regulation 9(14) of the Private Hire Vehicles (London) (Operators' Licenses) Regulations 2000 (the 2000 Regulations) "The operator" TKG Ltd shall enter into a contractual obligation as principal with the person making the private hire booking to provide the journey which is the subject of the booking and any such contractual obligation must be consistent with the 1998 Act and these Regulations.

2. ALTERATIONS TO TERMS AND CONDITIONS

2.1 The Company reserves the right to amend, alter or vary these terms and conditions at its absolute discretion upon giving reasonable notice to the customer. Within this right is the right for the Company to amend, alter or vary charges for services detailed in the Company tariff of charges. No representations made or variations in or addition ns to these terms and conditions or warranty given by any person acting or purporting to act on behalf of the Company shall have any force or effect whatsoever unless confirmed in writing by an authorised officer of the company.

3. CHARGES, PAYMENTS FOR SERVICES

3.1 The charges payable by the customer for services provided by the Company shall be at a rate specified in the Company's schedule of charges as in force, which is published and available upon request.

3.2 The Company reserves the right to apply an administration fee to all invoices.

3.3 It is a condition of this agreement that all invoices shall be paid in full within 30 days of the invoice date thereof. Should any invoice not be paid within 30 days any outstanding invoices shall immediately become due and payable.

3.4 Without prejudice to the Company's rights hereunder all monies due to the company in respect of provision of services which are not paid by the specified due date shall bear interest on the balance of such monies at a rate of 3% per month until payment is received by the Company in respect thereof. Discounts on invoices not paid within these terms and conditions will be withdrawn and debited.

3.4 The Customer shall not be entitled for any reason to withhold payment of monies due to the Company and in particular shall not be entitled to do so in circumstances where the customer is in dispute with the Company and or claims money or compensation from the Company in respect of services. Invoice queries MUST be raised within 14 days from invoice date.

3.5 The Company prior to opening an account facility for a customer may employ the services of a Credit Reference Agency for the purpose of ascertaining credit worthiness/risk, the decision to offer or refuse account facilities may be based on the credit report.

3.6 The Company may set a limit on the total amount which may be outstanding as unpaid on such an account at any one time. The Company reserves the right to refuse to provide services in the event of this limit being exceeded.

3.7 The customer will be issued with a security account number which must be quoted on all bookings. At the customers request the account may also be password protected. Notwithstanding the aforesaid, the Company does not accept any responsibility whatsoever when security account numbers and or passwords are used by unauthorised personnel and or for unauthorised purposes.

3.8 Without prejudice to the Company's rights hereunder or arising otherwise howsoever, the Company reserves the right to exercise a lien over the customer's goods and or property pending payment in full of outstanding invoices.

3.9 In the event of the customer being in breach of any of the terms and or conditions laid out the Company shall have the right [without prejudice to any other rights it may have] to terminate any agreement together with any account facility in place and or to suspend provision of services forthwith without notice. In the event of an account facility being terminated, all monies outstanding will become due for immediate payment in full.

4. INSURANCE

4.1 The Company is not a common carrier and will accept goods for carriage only on these conditions. The Company does not have insurance for goods or property [of whatsoever nature] in transit [in transit for other purposes of this clause being from the time the goods or property are collected by the Company up to and including delivery thereof] and the customer is advised to effect such insurance as the customer deems necessary for the carriage of goods and or property by the Company.

5. COMPULSORY LEGISLATION

5.1 If any legislation is compulsory applicable to any business undertaken, these conditions shall as regards such as business be read as subject to such legislation and noting in these conditions shall be constructed as a surrender by the Company of any of its rights or immunities or as an increase of any of it's responsibilities or liabilities under such legislation to any extent such part shall as regards such business be void to that extent but no further.

6. CARRIAGE OF GOODS

6.1 Customers 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 are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods.

6.2 Any instructions or business accepted by the Company may in the absolute discretion of the Company be fulfilled by the company itself by its own servants performing part or all of the relevant services or by the Company employing or instructing or entrusting the carriage of goods to others to perform part or all of the service.

6.3 Subject to express instructions given by the customer, the Company reserves to its self absolute discretion as to the means, route and procedure to followed in the handling, storage and transportation of goods. Further, if in the opinion 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.

6.4 The customer warrants that all goods entrusted to the Company for carriage have been properly and sufficiently packed, labelled and/or prepaid.

6.5 All offers and quotations by the Company for its services are given on the basis of prompt acceptance by the customer and shall only remain open for acceptance for the period of seven days unless revoked, withdrawn or verified by the Company prior to such acceptance.

6.6 The Company shall only be responsible for any loss or damage to goods for any non delivery or mis-delivery if it is proved that the loss, damage, non-delivery occurred whilst the goods were in the actual custody of the Company and under its actual control and that such loss, damage, non-delivery, mis-delivery was due to the negligence of the Company.

6.7 The Company shall only be liable for any non-compliance or mis-compliance with instructions given to it if it is proved that the same was caused by the negligence or fault of the Company.

6.8 Save as aforesaid the Company shall be under no liability whatsoever and however arising and whether in respect of or in connection with any goods or any instructions, business, advice, information or service or otherwise.

6.9 It shall be the responsibility of the customer to satisfy himself that any load that he/she 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 if the customer accepts the vehicle or machine offered by the Company for the carriage of such load, the Company shall accept no liability whatsoever for any loss or damage to such load arising from the unsuitability of such vehicle or machine.

6.9 Without prejudice to the generality of the foregoing and in the absence of express agreement by the Company's managing director the Company can under no circumstances whatsoever accept any responsibility for any delay to goods being delivered, save for that proven to be caused by negligence by the Company.

6.10 Further and without prejudice to the generality of the preceding sub condition the Company shall not, whether under sub conditions (6.6) or (6.7) or otherwise, be under any liability whatsoever for any detentions of goods or any other consequential loss, damage or deterioration arising there from except where (a) the customer shall have specified to the Company the nature of the goods and the purpose for their transit and the Company through its managing director shall have agreed in writing with the customer a time scheduled and specification in respect of the transit of said goods. (b) it shall be proved that such detention, delay, loss, damage or deterioration was due to the negligence of the Company.

6.11 In no case whatsoever shall any liability of the company however arising and notwithstanding any lack of explanation exceed the value of relevant goods or £500.00 [Five Hundred Pounds] per consignment whichever is the less.

6.12 In any event the Company shall be discharged from all liability for the loss from a package or an unpacked consignment or for damage or mis-delivery [however caused] unless the Company is advised thereof in writing within 7 days and a quantified claim is made in writing 28 days after the end of the transit of the consignment.

6.13 The Company will not accept or deal with any goods deemed to be of dangerous, noxious, hazardous, flammable or explosive type, likely to cause damage or are illegal to possess under English Law. Should the customer nevertheless deliver any such goods to the company or cause the company to handle or deal with any such goods they 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 penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and 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.

6.14 Except under special arrangements previously made in writing the Company will not undertake the carriage or delivery of bullion, money or securities [whether cash, cheques, bankers drafts, bonds, share certificates or in any other form] precious stones, furs, coins, jewellery, valuables, antiques, pictures [excluding commercial artwork], livestock or plants. Should any customer nevertheless deliver any such goods to the Company or cause the Company to handle, transport or deal with any such goods other than under special arrangements previously made in writing, the Company shall be under no liability whatsoever for or in connection with the goods however arising.

6.15 The Company shall not be liable directly or indirectly for consequential loss [whether for loss, profit or otherwise] and or loss, damage and or breakage to china, glass, ceramics or other breakables whether arising from the act, omissions or negligence of the Company and or its employees and or agents or arising otherwise howsoever. To include breakdown, accident, traffic or adverse weather conditions. To also include any and all circumstances beyond the control of the Company.

6.16 All agreements between the Company and its customers shall be governed by English Law and be within the exclusive jurisdiction of the English Court.



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ECL/EEC 000168

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