

EASTON CLASSIC CAR TRANSPORT

TERMS AND CONDITIONS FOR VEHICLE TRANSPORTATION

1. THESE TERMS

1.1 What these terms cover.

These are the terms and conditions on which we provide vehicle transportation services to you (referred to in these terms as the “services”).

1.2 Why you should read them.

Please read these terms carefully before you submit your request for services. These terms tell you who we are, how we will provide services to you, the extent of our legal liability in providing services to you, how you and we may end the contract, what to do if there is a problem and other important information. If you have any query regarding these terms, please contact us using the details set out below.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are.

We are Misurare Limited (trading as Easton Classic Car Transport) a company registered in 2003 in England and Wales. Our company registration number is 04814324 and our registered office is at Walter Wright, 89 High Street, Hadleigh, IP7 5EA. Our registered VAT number is 637983388

2.2 How to contact us.

You can contact us by telephone or text at 07885 963456, by filling in our online enquiry form at www.eastoncct.co.uk or by email to info@eastoncct.co.uk.

2.3 How we may contact you.

If we have to contact you we will do so by telephone, text or by writing to you at the email address or postal address you provided to us during our correspondence with you.

2.4 “Writing” includes emails and text.

When we use the words “writing” or “written” in these terms, this includes emails and text messages.

3. PROVIDING THE SERVICES

3.1 Liability for the services and Public Liability

Subject to Limits of Liability described in Clause 4 below, we shall at all times maintain appropriate legal liability cover to a value of £200,000.00 (GBP one hundred and thirty thousand). We also hold appropriate Public Liability cover.

3.2 IMPORTANT – Roads Risk insurance for the services.

We **do not** hold road risks insurance cover which means we are not insured to load or unload a vehicle from or onto a public road as defined by the Road Traffic Act. This does not preclude customers or their agents loading or unloading from or onto a public road at their risk.

3.3 When we will provide the services.

We will provide the transport service(s) on the date(s) agreed between us in writing or, in the event that no such date(s) are agreed, in accordance with these terms and conditions.

3.4 We are not responsible for any delay, or loss or damage outside of our control.

If our performance of the services is affected by an event outside our control then we will take steps to minimise the effect of the delay, loss or damage. However we will not be liable for delays loss or damage caused by the event outside of our control but if there is a risk of substantial delay loss or damage you may contact us to end the contract before the date of the transport service.

3.5 If you do not deliver or make your vehicle(s) available to us on the agreed date.

If it has been agreed between us that, to enable us to provide the transport service(s), you will deliver your vehicle(s) to us by a certain date and you do not deliver your vehicle(s) to us by that date or if it has been agreed between us that your vehicle(s) will be made available for us to collect on an agreed date and it is not, then we may charge you additional costs incurred as a result.

4. IMPORTANT: LIMIT OF LIABILITY

4.1

We do not insure your vehicle. We maintain legal liability cover of your vehicle whilst it is in transit.

We carry Legal Liability cover in respect of transporting your vehicle. Our legal liability for the contract to transport your vehicle is limited to £200,000.00. Should this limit need to be increased, please discuss this at the initial inquiry stage.

The extent of Legal Liability is limited to and is as described within the Policy of Lonham Group Ltd - as found under 'Documents' on our website www.eastoncct.co.uk

5. IF YOU ARE ENGAGING US AS A SUBCONTRACTOR

5.1

If you have engaged us as your subcontractor to provide the services to a third party, you acknowledge that the contract with the third party to provide the services is with you. Our contract to provide the services is solely with you and you agree to make the third party aware of this fact in writing.

5.2

You hereby agree to indemnify and keep us indemnified in full against all liabilities, costs, expenses, damages and losses, penalties and legal costs and all other professional costs and expenses suffered or incurred by us arising out of or in connection with any claim or demand made by a third party against us in connection with our provision of the services (or any part thereof).

6. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the services, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7. OUR RIGHTS TO MAKE CHANGES

We may change the services to reflect changes in relevant laws and regulatory requirements. This may mean that we need to change the estimated delivery and/or collection time for your vehicle.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 Your right to end vehicle transport services at any time.

If you have entered into a contract with us to provide vehicle transport services, you can end the contract at any time. In the event that you end the contract for vehicle transport services, our obligation to provide the vehicle transport services shall cease when the contract ends and we shall be entitled to return your vehicle(s) and any liability of ours in respect of any damage to, destruction of, theft or loss of your vehicle(s) shall also immediately cease.

8.2 What happens if you have good reason for ending the contract.

If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which we have not provided or has not been properly provided. The relevant reasons are:

(a) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 7)

(b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed

(c) there is a risk the services may be significantly delayed because of events outside our control

(d) we have not provided the services in accordance with the contract

(e) you have a legal right to end the contract because of something we have done wrong

8.3 What happens if you end the contract for vehicle transportation services without a good reason.

Once your booking request for vehicle transportation services has been accepted by us if you end the contract for any reason other than those described in clause 8.2 (a) to (e) above, we may deduct from any monies already paid by you and/or charge you reasonable compensation for the costs we will incur as a result of your breaking the contract.

8.4 What happens if you end the contract for vehicle transportation services without a good reason and you are a business.

Once your booking request for vehicle transportation services has been accepted by us if you end the contract for any reason other than those described in clause 8.2 (a) to (e) above we shall retain any payment in advance that you have already made and we shall be entitled to claim compensation from you in order to compensate us for any losses and/or costs that we have incurred.

9. OUR RIGHTS TO END THE CONTRACT

9.1 We may end the contract if you break it.

We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due (if you are not paying in advance) and you still do not make payment within 5 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services including but not limited to collection and delivery details or vehicle information
- (c) you do not deliver your vehicle(s) or make your vehicle(s) available to us to enable us to provide the services as described in clause 3.3.

9.2 You must compensate us if you break the contract.

If we end the contract in the situations set out in clause 9.1, we may deduct from any monies already paid by you and/or charge you reasonable compensation for the costs we will incur as a result of your breaking the contract.

9.3

We may also end the contract if you notify us that your vehicle has a replacement cost of more than £200,000 after we have accepted your booking request and you do not accept any of the resulting changes that we need to make to the services and/or price. You will not have to pay anything to us in this circumstance and we will refund to you any payments that you have made in advance for services not received.

10. IF THERE IS A PROBLEM WITH THE SERVICES

10.1 How to tell us about problems.

If you have any questions or complaints about the services, please contact us. You can contact us at the details in clause 2.2 above.

11. PRICE AND PAYMENT

11.1 The price for the services.

The price of the services will be the price agreed between us in writing plus VAT unless we have agreed another price in writing.

11.2 We will pass on changes in the rate of VAT.

If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

11.3 When you must pay and how you must pay.

You must pay the price for the services in accordance with the mechanism agreed between us in writing by the due date and by such method as is agreed between us in writing.

11.4 We can charge interest if you pay late.

If you do not make any payment to us by the due date (see clause 11.3) we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of The Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. You must pay us interest together with any overdue amount.

11.5 We can change payment terms if you pay late.

If you do not make any payment to us by the due date, we may also change the payment terms previously agreed with you, so as to require you to pay us in advance for any further services

11.6 What to do if you think an invoice is wrong.

Call us on 07885 963456 or email us at info@eastoncct.co.uk Please provide your name, home address, details of the order and your phone number and email address with an explanation of the error.

12. OTHER IMPORTANT TERMS

12.1 Nobody else has any rights under this contract.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

12.2 If a court finds part of this contract illegal, the rest will continue in force.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.3 Even if we delay in enforcing this contract, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you fail to pay and we do not chase you, but we continue to provide the services, we can still require you to make the payment at a later date.

12.4 Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.