

Terms & Conditions

1. Introduction

Transport Enterprises Ltd ('the Company') is a company registered in England and Wales (company number 3882029). The registered address is West Walk Building, 110 Regent Road, Leicester, Leicestershire, LE1 7LT

2. Scope

The Terms and Conditions set out here apply to all goods, parts and services ('the Goods') provided by the Company, including any quotations provided by the Company to a customer ('the Buyer') for Goods.

3. Order

An official order is required before work is undertaken or parts supplied. This will take the form of the signature of the Buyer (or his authorised signatory) on the Company order acknowledgement form. The order shall only be deemed accepted by the Company on receipt of this form

4. Additional Work

If, in the course of carrying out the order, additional work is found to be necessary, the Buyer's written approval and authorisation must be given before this work will be done. The Company may, as it deems necessary, carry out additional work up to a maximum cost of 10% of the original order value without seeking this approval and the cost for this work shall be charged by the Company in addition to the order

5. Cancellation of Order

If the Buyer cancels an order before its completion, he/she shall immediately thereupon become liable to pay the Company for materials used and time spent (charged at the normal hourly recovery rate) upto and including the date of cancellation. Any materials delivered and deemed non-returnable by suppliers will be charged to the Buyer. Any handling charge incurred returning materials on a cancelled order will likewise be charged to the Buyer. Where the Buyer cancels in excess of 14 days prior to the commencement of the work the Buyer shall not be liable for any costs.

6. Loss or Damage

The Company accepts no responsibility for the safe custody of or for loss or damage from any cause whatever from or to vehicles or other property belonging to Buyer or to any third party. Vehicles are given and tested at owner's risk.

7. Consequential Loss

The Company will not be liable for any loss of profits or any other consequential losses arising from alleged negligence of the Company or breach of contract by the Company

8. Suitability of Goods

The Buyer assume sole responsibility for any specific requirements of Goods for the purpose for which they require them. Any figure given by the Company or the makers relating to performance or dimensions are for information only and are not in any way guaranteed. Where a Buyer has stipulated a particular reason for a specification, the Company will endeavour to incorporate this but can guarantee the suitability or availability of the Goods and may at its own discretion use an alternative.

9. Faulty Parts

Where Goods are faulty due to manufacture the Company will replace the part only to the extent that this represents a like-for-like replacement

10. Delay

The Company will not be liable for failure to deliver nor for delay in delivery, due to fire, strikes, lock-outs, failure to obtain delivery of materials, stoppage of work, acts of third parties or any other cause whatsoever, beyond their control.

11. Description of Manufacture

Trade Description Act 1968. Because of frequent disruption in supply, the Company cannot guarantee that replacement parts originate from the manufacturer.

12. Warranty

The Goods are guaranteed against faulty workmanship for both labour and materials for a period of 12 months from completion date as shown on the Company body plate. Special items such as tail lifts and refrigeration units are subject to their manufacture warranty.

All warranty work will be carried out at the Company premises and it will be the Buyer's responsibility to return

Goods or vehicles to the Company for this work to be carried out and collect vehicles on completion of this work.

The Company will be responsible only for the cost of the Goods on a like-for-like basis and will not be responsible for any loss of profits or other consequential loss resulting from warranty work and will not pay any rental or contract hire costs for replacement vehicles.

13. Payment

Payment terms are shown on the face of this invoice. Where credit is allowed, interest may be charged at a rate of 4% per annum over the Lloyds TSB Bank Plc's base rate from time to time, calculated daily, on amounts overdue for payment. Failure to comply with these terms may lead to withdrawal of credit facilities and any sums outstanding will become payable immediately. In respect of payment time shall be of the essence.

14. Price of the Goods

The price of the Goods shall be the price quoted by the Company. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer.

The Company reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond control of the Company, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer to give the Company adequate information or instructions, and by accepting this quotation you shall be deemed to accept this as a condition of business.

15. Delivery

Delivery of the Goods shall take place at the Company premises at the moment when the Company informs the Buyer that the Goods are ready for collection and risk shall pass at this time. Any dates quoted for delivery are approximate only and time for delivery shall not be of the essence.

16. Lien

It is a condition of every order or instruction accepted by the Company that, in addition to any right of lien to which the Company may by law be entitled, the Company shall be entitled to a general lien on all goods, vehicles or parts of vehicles of the customer in the company's possession (although such goods or some of them may have been paid for) or the unpaid price of any goods or service sold or provided to the customer or at the customer's request by the company under contract, for any interest charges, solicitor's charges or collection charges and any storage charges incurred howsoever and including such charges arising out of the enforcement of this or any lien. Title to the Goods shall not pass to the Buyer until payment in full shall have been received.

17. Exclusion of Liability

Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of any contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in according with any contract or at all) and the entire liability of the Company under or in connection with any contract shall not exceed the price of the Goods.

18. Representations

The Company's employees or agents are not authorised to make any representations concerning the Goods. In entering into this agreement the Buyer acknowledges that it does not rely on any such representations. No variations of these Terms shall be binding unless agreed in writing

19. Law Applicable to Contracts

Contracts to which the Company is a party shall be construed in accordance with laws of England and all disputes arising out of or in connection with this contract shall be decided by English Courts exclusively.