



## Terms & Conditions

### 1. Definitions

In this document the following words shall have the following meanings:

- 1.1 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.2 "Customer" means any person who purchases Good or Services from the Supplier;
- 1.3 "Goods" means the articles specified in the Proposal;
- 1.4 "Proposal" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier;
- 1.5 "Services" means the services specified in the Proposal;
- 1.6 "Supplier" means Evans Transport Ltd of Bideford Business Park, Bideford, Devon, EX39 4GD.
- 1.7 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

### 2. General

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

### 3. The Order

- 3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 14 days.
- 3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.
- 3.3 All Orders for Goods and Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.
- 3.4 Notice given to cancel an order must be a minimum of 3 working days otherwise charges may be applicable.

### 4. Price & Payment

- 4.1 The price for the Goods or Services is as specified in the Proposal and is inclusive of VAT (if applicable) and any applicable charges outlined in the Proposal.
- 4.2 Payment of the price shall be in the manner specified in the Proposal. All MOT charges are to be prepaid.
- 4.3 If the Customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 10.00% per month on the outstanding amounts.

### 5. Third Parties

- 5.1 No third party repairs will be undertaken without prior written warning from the supplier.
- 5.2 No third party repairs will be undertaken without full permission of the customer.

**6. Force Majeure**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

**7. Severance**

If any terms or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effects as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

**8. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.