



## THE MASTERS GROUP (LEICESTER) LTD

### **T/A PRO-Driver**

Unit 12, Cornwall Business Centre, Cornwall Road, Wigston, Leicester, LE18 4XH

Tel: 0116 2777774 Fax: 0116 2779552

## TERMS AND CONDITIONS

This document supersedes any and all previous terms and conditions, whether implied or written.

### 1 THE COMPANY

The company referred to in this document is The Masters Group (Leicester) Ltd, sometimes known as PRO-Driver.

### 2 THE CUSTOMER

The Customer refers to the person or organization who requests the services of the Company. These terms and conditions apply to all orders and invoices, and supersede any acknowledgement of order issued by you, the Customer.

2a It is the Customer's duty to ensure that all vehicles are roadworthy and covered by a current MoT. We, the Company, reserve the right to refuse to move any vehicle not considered suitable for transit. Any vehicle breakdown from the point of departure or en route will be paid for by you, the Customer. We, the Company, will not be held responsible for any damage arising from road debris, ie stone chips etc. We will not move commercial vehicles which contain goods and in the event of breakdown, the Customer will be liable for all recovery costs.

### 3 PAYMENT TERMS

Payment is to be made within 30 days from date of invoice. If, however, the Customer exceeds the stated credit limit, then payment must be made sooner in order to bring the account within the credit limit set by the Company

### 4 INVOICE QUERIES

Any queries relating to invoices MUST be raised within 14 days from date of invoice. Queries raised after this period will not affect the invoice which must be paid within 30 days (see Item 4).

### 5 CLAIMS FOR DAMAGE TO VEHICLES

Claims for damage to vehicles will not be entertained once the vehicle has been handed over and/or relevant papers have been signed at the delivery address accepting the vehicle.

### 6 PRICES

All prices quoted are exclusive of any VAT or other taxes prevailing at the time of invoice, together with tolls; congestion charges and other such ad hoc expenses incurred during the carrying out of the service

### 7 OVERDUE ACCOUNTS

We reserve the right to charge legal or collection charges where it is necessary to obtain payment from you of an overdue account, a third party or Court proceedings. In addition, we understand and may exercise our statutory right of interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid in accordance with our credit terms. Interest is currently charged at 4% above National Westminster Bank's base rate. A charge of at least £25.00 plus VAT will also be made on individual, seriously overdue invoices. This must be paid within 7 days of the date of this invoice along with any overdue amount. In the event of cessation of business of the Customer, for whatever reason, we, or our Agents, reserve the right to enter the premises of the Customer and remove goods or chattels owned by the Customer to the value of the debt.

### 8 FORCE MAJEURE

We will make every endeavour to complete our part of any agreement in a timely manner. We will not, however, be held responsible for failure or delay in carrying out all of our obligations under the contract arising out of any cause outside our reasonable control. In such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you, the customer.

### 9 TERMS AND CONDITIONS

These terms and conditions shall be governed by the Laws of England and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

These Terms and Conditions are applicable with immediate effect, superseding all previous terms and conditions

T&C 1708

**Need A Driver? Call PRO-Driver!**

**Company Registration No: 05378357**

Re: Office: F, Edward House, Grange Business Park, Whetstone, Leicester, LE8 6EP