**Global Car Movements Limited**

**Terms & Conditions for Vehicle Logistics and Vehicle Storage Services**

1. THESE TERMS

* 1. What these terms cover.

These are the terms and conditions on which we provide vehicle logistics services and/or vehicle storage services to you (referred to in this document as “services”).

* 1. Why you should read them.

Please read these terms carefully before you submit your request for services to us. These terms tell you who we are, how we will provide services to you, the extent of our 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.

* 1. Third Parties.

Notwithstanding the Contract (Rights of Third Parties) Act 1999, the Contract does not confer on any third party any right to enforce any term of the Contract and the parties are entitled to exercise their rights (if any) to rescind, terminate or vary the Contract without the consent of any third party and without informing any third party.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are.

We are Global Car Movements Limited, a company registered in England and Wales. Our company registration number is 13241383 and our registered office is at Greenacre Court, Station Road, Burgess Hill, West Sussex RH15 9DS. Our VAT registration number is 375 5337 73.

2.2 How to contact us.

You can contact us by telephone on 0204 5488540 or by e mailing us at sales@gcm-ltd.com or by completing our online enquiry form which you can find at [www.gcm-ltd.com](http://www.gcm-ltd.com)

2.3 How we may contact you.

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

2.4 “Writing” includes emails.

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

3. PROVIDING THE SERVICES

3.1 When we will provide the services.

We will provide the services on the dates and for the period agreed between us in writing or, in the event that no such dates or periods are agreed, on a rolling basis until the contract is terminated in accordance with these terms and conditions.

3.2 We are not responsible for delays outside of our control.

If our performance of the services is affected by an event outside of our control then we will take steps to minimise the effect of the delay and/or disruption. We will not be liable for delays or disruption or additional costs incurred by yourself resulting from the event outside of our control, but if there is a risk of substantial delay or disruption you may contact us to end the contract.

3.3 If you do not deliver your vehicle(s) to us 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 services, 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 (for example, any costs incurred by us as a result of having to arrange additional transport for your vehicle(s)).

3.4 If it is not possible to deliver your vehicle(s) to your nominated address.

If it is not possible to deliver your vehicle(s) to your nominated address (for example, because access is not suitable for the car transporter) we will seek to agree an alternative, local handover location with you. It is your responsibility to check your nominated delivery address is accessible for the car transporter. We will not be liable for delays or disruption or additional costs resulting from nomination of an unsuitable delivery location.

4. IMPORTANT: VEHICLE VALUE AND LIMIT OF LIABILITY

4.1 Your notification obligation.

You are required to notify us in writing prior to booking (prior to our acceptance of your booking request) if any of the vehicles that you require us to transport and/or store have a replacement cost of more than GBP 800,000. This enables us to quote accurately for the transport movement. If you do not notify us that any of the vehicles have a replacement cost of more than GBP 800,000 at the time of your booking request, we will base our transport quote and plan our services based on a replacement cost of GBP 800,000 or less. We reserve the right to amend our rate or service provision at a later date post booking if we are made aware that the replacement cost of one or more vehicles is in excess of GBP 800,000 (see clause 4.5).

4.2 When we are liable for the cost of repair to damage to, or the destruction of, your vehicle(s).

Subject to the caps on our liability set out in clauses 4.3, 4.4 and 4.6 we will be responsible for the cost of repair to any damage to, or destruction of, your vehicle(s) caused by us while providing services to you. However, we are not responsible for any reduction in the value of your vehicle(s) resulting from any such damage caused by us. We are also not responsible for the cost of repairing any pre-existing faults or damage to your vehicle(s) or for damage which is caused by a third party. For the purposes of these terms, destruction of your vehicle shall be considered to have occurred when the vehicle is beyond economic repair and, in that event, where these terms provide that we will be responsible for either the cost of repair to any damage or for destruction, we shall be responsible for the destruction of your vehicle at its replacement cost (subject to any caps on liability set out in these terms).

4.3 Cap on our liability – fire, lightning, explosion, aircraft, earthquake, storm or flood, riot or civil commotion whilst vehicle(s) in storage.

In relation to vehicle storage services, even if you have notified us that any of your vehicles have a replacement cost of more than GBP 800,000 our liability for the cost of repair to any damage caused to, or destruction of, your vehicle(s) whilst in storage which is caused by fire, lightning, explosion, aircraft, earthquake, storm or flood, riot or civil commotion shall be limited to the sum of GBP 100,000 per vehicle.  Please therefore ensure that you have insurance in place for your vehicle(s) to cover any shortfall.

4.4 Cap on our liability if no notification provided.

If you have not notified us in writing that any of your vehicles has a replacement cost of more than GBP 800,000 in accordance with clause 4.1 above, our liability for the cost of repair to any damage or destruction caused by all events (other than for damage caused to, or destruction of your vehicle(s) whilst in storage which is caused by fire, lightning, explosion, aircraft, earthquake, storm or flood, riot or civil commotion, which is dealt with in accordance with clause 4.3 above) and for loss of and/or theft of your vehicle(s) shall be limited to the lower of: (i) GBP 800,000 per vehicle damaged, destroyed, lost or stolen; and (ii) the replacement cost of the vehicle which has been damaged, lost or stolen.

4.5 Our right to make changes if notification provided after we have already accepted your booking request.

In the event that you notify us that any of your vehicles  have a replacement cost of more than GBP 800,000 after we have already accepted your booking request (and not prior to booking, as per your notification obligation in clause 4.1), we have the right (but are not obliged to) to make changes to the services and/or price of the services as necessary in order to cater for the increased risk to us. If you do not agree to the change in services or price, we shall be entitled to terminate the contract without liability. If we continue to provide the services to you in respect of such vehicle(s) and you have not agreed such change in the services and/or the price or we have not sought to make any change to the services and/or the price, the provisions of clause 4.3 or 4.6 (as the case may be) shall continue to apply.

4.6 Cap on our liability if notification provided.

In the event that you notify us in writing that any of your vehicles  have a replacement cost of more than GBP 800,000 in accordance with clause 4.1 or clause 4.5 above and we continue to provide the services to you in respect of such vehicle(s), our liability for the cost of repair to any damage caused to or destruction of your vehicle(s) in all circumstances (other for damage caused to, or destruction of your vehicle(s) whilst in storage which is caused by fire, lightning, explosion, aircraft, earthquake, storm or flood, riot or civil commotion which is dealt with in clause 4.3) and for loss of and/or theft of your vehicle(s) shall be limited to the lower of: (i) GBP 800,000 per vehicle damaged, destroyed, lost or stolen, or such other higher cap on our liability as is expressly agreed by us in writing; and (ii) the replacement cost of the vehicle which has been damaged, destroyed, lost or stolen. For the avoidance of doubt, a notification by you to us in writing that any of your vehicles have a replacement cost of more than GBP 800,000 and an agreement or confirmation in writing by us to continue to provide services and which does not expressly state that we have agreed a higher cap on our liability shall not in itself constitute an express agreement by us for the purposes of this clause 4.6 for a higher cap on our liability.

4.7 Limit and exclusion of liability if you are a business or using the services for business purposes.

If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Further, subject to clauses 4.3, 4.4, 4.6 and 4.8, our total liability to you under the contract shall be limited to 100% of the price paid and/or payable for the services.

4.8 We are liable for death and personal injury.

We shall be liable to you for death or personal injury caused by us and nothing in these terms and conditions shall limit or exclude or liability for this.

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 (including but not limited to direct, indirect and consequential losses, loss of profit, loss of reputation and all interest, 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

In addition to our right to make changes to the services and/or price of the service under clause 4.5, we may also 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 storage services at any time.

If you have entered into a contract with us to provide vehicle storage services, you can end the contract at any time. Subject to clause 10 below, you will be required to pay any amounts due to us for storage services provided up to the date of cancellation before we release your vehicle(s).
If you are a consumer, your right to cancel within the first 14 days after the day on which we accepted your booking is explained in clause 10 below. In the event that you end the contract for vehicle storage services, our obligation to provide the vehicle storage services shall cease when the contract ends and we shall be entitled to remove your vehicle(s) from our storage facility 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 have not been provided or have 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 and you are a consumer.

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 any of your vehicles have a replacement cost of more than GBP 800,000 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. THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

10.1 Your cancellation rights under the Regulations if you are a consumer.

If you are a consumer and your contract with us is for the provision of vehicle storage services, there is certain information that we are required, by law to provide you with in relation to your right to cancel the contract in certain circumstances. This information is contained in this clause. This clause 10 does not apply to vehicle transportation services or if you are not a consumer.

10.2 Your right to cancel within 14 days.

If your contract with us if for the provision of vehicle storage services you have the right to cancel the vehicle storage services within 14 days after the date on which we accepted your booking and receive a refund of any amounts you may have already paid.

10.3 Effect on right to cancel if you have requested us to commence the vehicle storage services before the end of the cancellation period.

If you have requested us to commence the vehicle storage services before the end of the cancellation period you do not have the right to cancel these services once these services have been completed, even if the cancellation period is still running. If you have requested us to commence the vehicle storage services before the end of the cancellation period and you cancel the contract after we have started the provision of these services you must pay us for the services provided until the time you tell us that you wish to cancel.

10.4 How to cancel the contract.

To end the contract with us, please let us know by doing one of the following:

10.5 (a) Phone or email.

Call us on 0204 5488540 or e mail us at sales@gcm-ltd.com Please provide your name, home address, details of the order and, where available, your phone number and email address.

11. IF THERE IS A PROBLEM WITH THE SERVICES

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.

12. PRICE AND PAYMENT

12.1 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 or we have subsequently agreed an alternative price in accordance with clause 4.5.

12.2 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.

12.3 When you must pay and how you must pay.

Unless otherwise stated on the invoice, all invoices shall be payable within 14 days of the date of the invoice. You shall not make any deductions of any type from such payments.

12.4 We can charge interest if you pay late.

If you do not make any payment to us by the due date (see clause 12.3) we may charge interest to you on the overdue amount at the rate of 8% plus The Bank of England base rate. 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.

12.5  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

12.6 What to do if you think an invoice is wrong. Please contact us within 7 days of the date of issue of the invoice.

12.7  Exercise of lien.

If you do not pay all amounts due to us, including any interest, we have the right (known legally as a lien) to retain your vehicle(s) pending full payment of all such amounts, and storage charges (and interest) will continue to be charged during such period, until all amounts due to us are paid in full. In the event of non-payment by you of charges due to us for 6 months after they become due, we shall be entitled, upon giving you at least 21 days advance notice in writing, to sell your vehicle(s) on your behalf, to apply the proceeds in discharge of all sums due to us (including further storage costs and interest, and the costs of any such sale) and then to account to you for any remaining balance, at which stage we will be discharged from any further liability or responsibility in respect of your vehicle(s)

13. OTHER IMPORTANT TERMS

13.1 We may transfer this agreement to someone else.

We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

13.2 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.

13.3 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.

13.4 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 miss a payment 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.

13.5 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.