

RUSSELL TRANSPORT SERVICES LTD

TERMS & CONDITIONS

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

Agreement: means the Contract for Services defined by the Clauses.

Business Day: a day, other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Cancellation Fee: the fee payable by the Client upon cancelling the Services (in accordance with [Clause 5.4](#)).

Charges: the charges payable by the Client for the supply of the Services in accordance with [Clause 5](#).

Clause: means a clause in the contract.

Client: the individual, person, or firm including, corporate bodies, associations and sole traders who purchases the Services from the Supplier in connection with a business.

Client Default: has the meaning given in [Clause 4.2](#).

Commencement Date: has the meaning given in [Clause 3.1](#).

Contract: the contract between the Client and the Supplier for the supply of Services in accordance with these Clauses.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

DVSA: Driver and Vehicle Standards Agency.

Order: the Client's order for the supply of Services, as set out in the Client's acceptance of the Proposal.

Personal Data: means the data which relates to a living individual who can be identified from that data or from that data and other information and which is provided to the Supplier by the Client.

Proposal: means the details of the Services, with appropriate costs, submitted to the Client via email.

Services: means the training or Consultancy Services to be provided by the Supplier under the Contract, as set out in the Specification.

Specification: the description or specification for the Services agreed in writing by the Client and the Supplier.

Supplier: Russell Transport Services Ltd, a company registered in England and Wales with company number 16470139. Registered office is Apr Accountancy Services Shan House, 80-86 North Street, Keighley, West Yorkshire, United Kingdom, BD21 3AF.

VAT: means Value Added Tax

1.2 Interpretation:

- a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to a party includes its personal representatives, successors and permitted assigns.
- c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- d) Any words following the **terms including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or **term** preceding those **terms**.

e) A reference to **writing** or **written** includes faxes and emails.

2. Basis of Contract

2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these **Conditions**.

2.2 The Order shall only be deemed to be accepted when the Supplier accepts the booking via their website or the Client issues written acceptance of the Order at which point, and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter, or advertising issued by the Supplier and any descriptions of the Services contained in the Supplier's brochures, website or other form of marketing material are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These **Conditions** apply to the Contract to the exclusion of any other **terms** that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. These Conditions will also supersede any such contract or terms and conditions which the Client wishes to impose.

2.5 The term of the contract will commence upon the date which you agree to this Contract and the length shall be dependent upon training or Consultancy Services being provided (as detailed upon the Suppliers website or Proposal) shall continue for the agreed period, until the Supplier concludes providing the Services or until terminated accordance with [Clause 8](#) below.

3. Supply of Services

3.1 The Supplier shall perform and deliver Services to the Client as per Services specified on the Suppliers website or within the Proposal, for the duration of the Agreement.

3.2 The Services which the Supplier is able to provide and are subject to this Agreement, are as follows:

a) Training;

b) Consultancy (including Compliance, Auditing and General Consultancy Services).

3.3 The Supplier shall perform the Services in accordance with and subject to the terms and conditions of this Agreement.

3.4 The Supplier shall use all reasonable endeavours to meet any performance dates specified on their website or in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the Contract.

3.5 The Client shall provide such necessary information for the provision of the Services as the Supplier may reasonably request.

3.6 The Compliance Services will be provided in accordance with the DVSA guidelines, amended from time to time.

3.7 The Supplier will deliver the course by way of a combination of online and face to face coaching, which they are able to vary at their discretion.

3.8 The Supplier reserves the right to amend the Specification, if they so wish or if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.

4. Client Obligations

4.1 The Client shall:

a) co-operate with the Supplier in all matters relating to the Services;

- b) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- c) ensure they behave in a professional and respectful manner to the Supplier;
- d) comply with all applicable laws, including health and safety laws.

In addition to the above, the following will apply to training provided, the Client shall:

- e) ensure they turn up on time;
- f) ensure they bring/provide appropriate ID (Identification) and DQC (Driver Qualification Card);
- g) ensure they are eligible for the training;
- h) ensure they act in a professional and respectful manner to other attendees;
- i) not engage in activities such as bullying, verbal abuse or intimidating behaviour towards the Supplier or other attendees;
- j) be engaging and participate in the training;
- k) not use their mobile phones, unless previously agreed with the Supplier;

In addition to [Clause 4.1a\)-d\)](#) the following will apply to Consultancy Services, the Client shall:

- l) provide the Supplier with a point of contact;
- m) provide the Supplier with information upon request and in a timely manner.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

- a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;
- b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this [Clause 4.2](#);
- c) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

5. Charges and Payment Terms

5.1. In consideration of the provision of the Services by the Supplier, the Client shall pay for the Services in the following manner:

Training

- a) payable in full upon at point of booking via website; or
- b) (Group Bookings only) payment will be required in accordance with the payment terms stipulated within the Proposal;

Consultancy

- c) payment will be required in accordance with the payment terms stipulated within the Proposal.

5.2 The Client shall pay each invoice submitted by the Supplier by Card, Direct Bank Transfer or BACS in full and in cleared funds to a bank account nominated in writing by the Supplier or where appropriate via the Suppliers website, and time for payment shall be of the essence of the Contract.

5.3 All amounts payable by the Client under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where applicable, the VAT element of the invoice will be clearly specified and payment of this taxable element, is due upon the supply of the Services at the same time as payment is due for the supply of the Services.

5.4 If the Client cancels the agreed Services prior to the commencement, the following cancellation fees will apply:

- a) Direct website bookings – if cancelled within 48 hours of the Services commencement date, the Supplier will retain the fee paid in full as the cancellation fee; or
- b) Group Bookings or Consultancy – the cancellation fee and any applicable terms will be detailed within the Suppliers Proposal.

5.5 If the Client fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under [Clause 8](#) (Termination), the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this [Clause 5.5](#) will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

5.6 The Supplier is permitted to claim, and the Client is liable to pay any and all fees, charges and costs relating to the instruction of Debt Collection/Recovery agents and/or Solicitors in the recovery of outstanding debts owed or disputes under the Contract.

5.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Warranties

6.1 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.

6.2 The Supplier warrants to the Client that it will comply with all applicable regulations and/or other legal requirements within England and Wales concerning the performance of the Services.

6.3 Except for the warranties stated in this Section, Supplier expressly does not warrant that the operation of Services shall be uninterrupted or error-free, or (where applicable) that Services will operate on any system, or with any software, other than the system with which the Supplier tested such Services. Supplier does not warrant any third-party software development tools.

7. Limitation of Liability

7.1 Nothing in the Contract shall limit or exclude the Supplier's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors; or
- b) fraud or fraudulent misrepresentation.

7.2 Subject to [Clause 7.1](#), the Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- a) loss of profits;
- b) loss of sales or business;
- c) loss of agreements or contracts;

- d) loss of anticipated savings;
- e) loss of use or corruption of software, data, or information;
- f) loss of or damage to goodwill; and
- g) any indirect or consequential loss.

7.3 Subject to [Clause 7.1](#), the Supplier's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to 100% of the total charges paid under the Contract.

7.4 The **terms** implied by sections 13 to 15 of the Sale of Goods Act 1979 and the **terms** implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

7.5 All claims against Supplier must be brought within the relevant statute of limitations period.

7.6 This [Clause 7](#) shall survive termination of the Contract.

8. Termination

8.1 Without affecting any other right or remedy available to it, either party may terminate the Contract prior to Services commencement by giving the other party written notice. If the Client terminates the Contract they will still be liable for the Cancellation Fee as per [Clause 5.4](#). If the Supplier terminates in such circumstances, they will (where appropriate) refund any advanced payment which has been received.

8.2 Without affecting any other right or remedy available to it, the Client may terminate the Contract with immediate effect by providing written notice to the Supplier if:

- a) the Supplier commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so;
- b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

8.3 Without affecting any other right or remedy available to it, Supplier may terminate the Contract with immediate effect by giving written notice to the Client if:

- a) the Client commits a material breach (including failing to adhere to the required conduct levels as stipulated within [Clause 4.1](#));
- b) the Client fails to pay any amount due under the Contract on the due date for payment;
- c) the Client takes any step or action in connection with its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or their financial position deteriorates to such an extent that in the Suppliers opinion their capability to adequately fulfil their obligations under the Contract has been placed in jeopardy.

8.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Client and the Supplier, if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to

position stated in [Clause 8.3 c\)](#) or the Supplier reasonably believes that the Client is about to become subject to it.

9. Consequences of Termination

9.1 On termination of the Contract:

- a) if cancelled prior to commencement of the Services, the Client will be liable for the Cancellation Fee as detailed within [Clause 5.4](#);
- b) If the Services have commenced, the Supplier will retain any advanced payment received and the Client will be liable to pay for all Services carried out up to the point of Termination. If the Supplier is required to terminate the agreement in accordance with [Clause 8.3 a\)](#) when supplying Training Services, then the supplier will retain the fee paid in full and no refunds will be given.

9.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

10. Data Protection and Data Processing

10.1 The Client and the Supplier acknowledge that for the purposes of General Data Protection Regulation (GDPR), the Client is the Data Controller, and the Supplier is the Data Processor in respect of any Personal Data.

10.2 The Supplier shall process the Personal Data only in accordance with the Client's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Client.

10.3 The Supplier shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.

10.4 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards, and other similar instruments.

10.5 The Supplier warrants that, having regard to the state of technological development and the costs of implementing any measures, it will:

- a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - i. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, or damage; and
 - ii. the nature of the data to be protected.
- b) take reasonable steps to ensure compliance with those measures.

10.6 Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages, or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this [Clause 10](#).

10.7 The Client acknowledges that the Supplier is reliant on the Client for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Client's instructions.

11. Confidentiality

11.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by [\(Clause 11.2\)](#).

11.2 Each party may disclose the other party's confidential information:

- a) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this [Clause 11](#); and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12. Force Majeure

12.1 Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, acts of Governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, accident, epidemics, pandemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, power failure or any other cause beyond its reasonable control.

12.2 In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

13. Assignment

13.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Supplier shall have written agreement(s) with its subcontractors that contain, at a minimum, clauses that are the same as or comparable to the sections of this Agreement regarding ownership rights and confidentiality of Client's materials.

13.2 The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

14. Intellectual Property

14.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any DVSA, regulator or relevant training body or Client Materials) shall be owned by the Supplier.

14.2 The Supplier grants to the Client or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract, to copy the Materials (excluding materials provided by the Client) for the purpose of receiving and using the Services for the period of the Contract only.

14.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in [Clause 14.2](#).

15. General Terms

15.1 Entire Agreement

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

15.2 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.4 Notices

- a. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or sent by fax to its main fax number or sent by email.
- b. A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.
- c. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

15.5 Third party rights.

- a. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- b. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

16. Law and Jurisdiction

16.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.

16.2 The parties hereby irrevocably agree to submit to the exclusive jurisdiction of the Courts of England and Wales to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection within this Agreement or its subject matter or formation.