



LICENCE BUREAU

5 Amberside House, Wood Lane, Hemel Hempstead, Herts, HP2 4TP

TERMS AND CONDITIONS OF SUPPLY

IT IS AGREED:

1 INTERPRETATION

1.1 In these Conditions:

“Client”	means the company named on the Mandate for whom the Supplier has agreed to provide the Specified Service in accordance with these Terms;
“Commencement Date”	means the date of this Agreement;
“Contract”	means the contract for the provision of the Specified Service;
“Document”	includes, in addition to a document in writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;
“Input Material”	means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service;
“Output Material”	means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service;
“Mandate”	means the sheet to which these Terms are appended;
“Specified Service”	means the service to be provided by the Supplier for the Client being the screening and investigation of current employees operating motor vehicles by using information provided by the Driving Vehicle Licence Authority, and the provision of such information to the client;
“Supplier”	means Licence Bureau Limited registered in England and Wales under number 04819897;
“Supplier’s Standard Charges”	means the charges specified by the Supplier from time to time.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

2 SUPPLY OF THE SPECIFIED SERVICE

- 2.1 The Supplier shall provide the Specified Service to the Client subject to these Terms. Any changes or additions to the Specified Service or these Terms must be agreed in Writing by the Supplier and the Client.
- 2.2 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.
- 2.3 The Supplier shall have no liability for any loss or damage to Input Material, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.
- 2.4 The Specified Service shall be provided in accordance with the Mandate and otherwise in accordance with the Supplier’s current brochure or other published literature relating to the Specified Service from time to time, subject to these Terms.
- 2.5 Further details about the Specified Service, and advice or recommendations about its provisions or utilisation, which are not given in the Supplier’s brochure or other promotional literature, may be made available on Written request.

- 2.6 The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.
- 2.7 The Supplier may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.
- 2.8 The Client shall use its best endeavours to ensure that its employees are aware that failure to complete Mandate shall not constitute a breach of contract of employment or result in disciplinary action being taken against that employee.

3 CHARGES

- 3.1 Subject to any special terms agreed, the Client shall pay the Supplier's Standard Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.
- 3.2 The Supplier may vary the Supplier's Standard Charges from time to time by giving not less than one month's written notice to the Client.
- 3.3 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.
- 3.4 EITHER The Supplier may invoice the Client following the end of each month in which the Specified Service is provided, or at other times agreed with the Client.
OR In consideration of the Specified Service the Client shall pay the Supplier's Standard Charges (being non-refundable) in advance following receipt of an invoice from the Supplier.
- 3.5 The Supplier's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 14 days of the date of the Supplier's invoice.
- 3.6 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 4 per cent above the base rate from time to time of National Westminster Bank plc from the due date until the outstanding amount is paid in full.

4 WARRANTIES AND LIABILITY

- 4.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible. Where the Supplier supplies in connection with the provision of the Specified Service any information (including Output Material) supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to the accuracy of such information but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the service to the Supplier.
- 4.2 The Supplier shall have no liability to the Client for any loss whatsoever arising from negligence, breach of contract or otherwise, arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their arrival or non-arrival, or any other fault of the Client.
- 4.3 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms, the Supplier shall not be liable to the Client 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 the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service (including any delay in providing or failure to provide the Specified Service) or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provisions of the Specified Service, except as expressly provided in these Terms.
- 4.4 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 4.5 The Client warrants that the Specified Services will only be requested in respect of individuals who have properly completed a Mandate and in particular that those individuals have given their consent to being subject to the Specified Services.
- 4.6 The Client agrees to:
- 4.6.1 Indemnify the Supplier, and any supplier of the Supplier in connection with the Specified Services, against all loss or damage resulting from the Client's failure to obtain an individual's consent in accordance with clause 4.5 above; and

- 4.6.2 Inform the Supplier as soon as possible in the event that the Client becomes aware that any individual has withdrawn their consent to be subject to the Specified Services.

5 FORCE MAJEURE

- 5.1 In this Agreement "force majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation strikes, lock-outs or other industrial dispute (whether involving the workforce of the party so prevented or of any other party), unavailability of raw materials, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 5.2 If either party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to force majeure, and shall subject to service of such notice have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.
- 5.3 The party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of force majeure shall use reasonable endeavours without hereby being obliged to incur any expenditure to bring the force majeure event to a close or to find a solution by which the Agreement may be performed despite the continuance of the force majeure event.

6 TERMINATION

- 6.1 The Client may terminate the Contract at any time by giving not less than three months' Written notice to the Supplier.
- 6.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving Written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by Written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

7 GENERAL

- 7.1 These Terms (together with the terms, if any, set out in the Mandate) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 7.2 The Client acknowledges that the copyright in the Mandate and Output Materials vests only in the Supplier and the Client shall not copy, reproduce, or adapt the Mandate and Output Materials even for the purposes of this Agreement.
- 7.3 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 7.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 7.5 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 7.6 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.