

## Aston Manor Terms and Conditions – Logistics Services

### 1. Interpretation

#### 1.1 Definitions:

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

**Charges:** the sums payable for the Services as advised by the Supplier or as agreed on an Order.

**Collection:** the transfer of physical possession of a Consignment to the Supplier.

**Collection Point:** the location for Collection specified in the Delivery Instruction.

**Collection Time:** the time for Collection specified in the Delivery Instruction.

**Conditions:** the terms and conditions set out in this document.

**Consignee:** the person to whom the Customer instructs the Supplier to collect and deliver a Consignment.

**Consignment:** any consignment of Goods that are the subject of a Delivery Instruction.

**Contract:** the contract between the Supplier and the Customer for the provision of the Services in accordance with these Conditions.

**Customer:** the person or firm who purchases the Services from the Supplier.

**Delivery:** the transfer of physical possession of a Consignment to the Consignee or its agent.

**Delivery Instruction:** a written instruction from the Customer to the Supplier to collect and deliver Goods to a Consignee.

**Delivery Point:** the location for Delivery specified in the Delivery Instruction.

**Delivery Time:** the time for Delivery specified in the Delivery Instruction.

**Force Majeure Event:** an event, circumstance or cause beyond a party's reasonable control, including, but not limited to, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, revolution, blockade, embargo, strike, Government action, request of a governmental authority or any form of government, official or regulatory intervention, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, disease, pandemics, epidemics or similar events,

natural disasters or adverse weather conditions, or default of suppliers or subcontractors.

**Goods:** goods delivered to the Supplier for storage and subsequent Delivery.

**Order:** the Customer's written purchase order for the Services, sent via email (or such other method as agreed from time to time between the Customer and the Supplier), as the case may be.

**Packaging Requirements:** standards under which Goods should be packaged for transport as outlined in the Suppliers packaging requirements policy as updated by the Supplier from time to time.

**Prohibited Goods:** goods that are on the Suppliers prohibited items list as updated by the Supplier from time to time.

**RHA Conditions:** the Road Haulage Association Conditions of Carriage 2020 as amended from time to time.

**Services:** the provision of logistics services.

**Supplier:** Aston Manor Limited (registered in England and Wales with company number 01699439) of 204 Deykin Avenue, Witton, Birmingham, B6 7BH.

**Surcharges:** additional charges as outlined in the Suppliers surcharge list as updated by the Supplier from time to time.

## 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 and 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.

## 2. **Basis of contract**

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.

- 2.2 The Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate. The Customer may not make any amendments to the Order or cancel it once it has been deemed to be accepted in accordance with Condition 2.3 below.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order at which point the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Customer that is inconsistent with these Conditions.

### **3. Services**

- 3.1 The Supplier shall provide the Services to the Customer on the terms of the Contract and in consideration of the payment of the Charges.
- 3.2 The Supplier will provide the Services in accordance with the RHA Conditions which are hereby incorporated into and form part of the Contract. In the event of any conflict between these Conditions and the RHA Conditions then these Conditions shall take precedence.
- 3.3 The Supplier is not and does not contract as a common carrier.

### **4. Customers Responsibilities**

- 4.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services;
  - (b) ensure the Goods are ready for Collection at the Collection Time and Delivery at the Delivery Time;
  - (c) ensure the Goods are suitably packaged for transit in line with the Packaging Requirements;
  - (d) provide all documents and information reasonably requested by the Supplier to enable it to provide the Services in accordance with this agreement within a reasonable time of any request for such information being received;
  - (e) provide details of any special precautions for storage, handling or carriage of the Goods, required by the nature, weight or condition of the Goods or by any Applicable Law;
  - (f) ensure that both the Collection Point and Delivery Point are suitable to be accessed by the Suppliers vehicles and inform the Supplier at the time of

placing the Order of any potential issues that may arise while accessing the Collection Point and/or the Delivery Point;

- (g) use all reasonable endeavours to procure that the Consignee or its appointed agent accepts Delivery in accordance with the Delivery Instruction; and
- (h) notify the Supplier immediately in writing on a change of control of the Customer;
- (i) provide a signature on Collection and Delivery of the Goods;
- (j) provide any and all statutory documents and information that is required to accompany the Goods, for example an EMCS ARC number and movement guarantee number if moving excise goods.

4.2 The Customer warrants on an ongoing basis that:

- (a) it is either the owner or is authorised by the owner to deal with the Goods on the terms of the Contract and the applicable Order;
- (b) it shall provide full and accurate descriptions and particulars of all collections and deliveries of Goods;
- (c) none of the Goods will constitute Prohibited Goods. By placing an Order the Customer confirms that that none of the Goods contain any materials which constitute Prohibited Goods

4.3 If the Supplier discovers that the Goods include Prohibited Goods, the Customer:

- (a) shall indemnify the Supplier, and the Suppliers sub-contractors in full and on demand against all claims, losses, fines, penalties, demands and costs suffered as a result;
- (b) warrants that the Supplier will have no liability in connection with any loss of, or damage to, the relevant Goods;
- (c) warrants that where the Supplier has completed the Collection of the Goods, the Supplier may (if in the Suppliers possession and where the Supplier is legally permitted to do so) return the Goods to the Collection Point. In such circumstances, the Supplier shall be entitled to charge the price for the Services and charge the Customer a Surcharge for the return (up to the price for the Services) and charge the Customer a Surcharge as set out in our Surcharge list;
- (d) warrants that the Supplier, where discovery of the Prohibited Goods is made before or at the time of Collection, the Supplier will not complete the Collection of the Goods and the Supplier will be entitled to charge the price for the Services.

## **5. Delivery Instructions**

- 5.1 The Customer shall issue a Delivery Instruction at the time of placing an Order. The Delivery Instruction shall contain:
- (a) the name and address of the Consignee or the person authorised to accept Delivery on its behalf;
  - (b) the Collection Point;
  - (c) the Collection Time;
  - (d) the Delivery Point;
  - (e) the Delivery Time;
  - (f) particulars of the Goods to be collected and delivered; and
  - (g) any special requirements concerning the Delivery.
- 5.2 The Supplier shall acknowledge receipt of the Delivery Instruction as soon as reasonably practicable. It shall raise any concerns regarding the Delivery Instruction with the Customer at the same time.
- 5.3 The Supplier shall effect Collection and Delivery of each Consignment in accordance with the applicable Delivery Instruction.
- 5.4 The Customer acknowledges that the Supplier does not guarantee the time(s) or date(s) of Collection or Delivery and the Supplier will not provide a refund or compensation for late Collection and/or Delivery of the Goods. If the Services are delayed by an event outside of our control (which includes, for example, bad weather, traffic congestion, mechanical breakdown, obstruction or public or private highways, or industrial action), the Supplier will contact the Customer as soon as possible and the Supplier will take reasonable steps to minimise the effect of the delay.

## **6. Carriage to the Consignee**

- 6.1 The Supplier shall:
- (a) use reasonable endeavours to ensure Collection of each Consignment by the Collection Time and Delivery of each Consignment by the Delivery Time;
  - (b) be responsible for loading the Goods at the Collection Point and unloading them at the Delivery Point and the Goods shall be at the Supplier's risk during loading and unloading save that the Supplier shall not be liable for loss or damage caused as a result of negligent acts committed by the Consignee or its servants or agents in assisting with unloading; and

- (c) obtain a signed receipt for each Collection and Delivery from a person authorised by the relevant Consignee and forward a copy to the Customer on request.
- 6.2 The Supplier will wait for a maximum of 15 minutes at each of the Collection Point and Delivery Point before classifying the Collection or Delivery as failed. Additional charges as set out in the Surcharge list will apply for each failed Collection or Delivery.
- 6.3 Receipt by the Consignee, or any appointed agent, entitled to take Delivery of a Consignment without complaint shall constitute prima facie evidence that the Consignment was delivered in good condition in accordance with the Contract.
- 6.4 If the Consignee, or any appointed agent, fails to make available the Collection at the Delivery Collection, then the Supplier shall seek further instructions from the Customer and comply with those instructions where reasonable to do so. Except where that failure is caused by the Supplier's failure to comply with its obligations under this agreement, the Supplier shall levy additional charges to the Customer, for demurrage charges and the cost of rearranging the Collection as per the Customer's instructions in conjunction with the Surcharge list.
- 6.5 If the Consignee, or any appointed agent, fails to take Delivery at the Delivery Point, then the Supplier shall seek further instructions from the Customer and comply with those instructions where reasonable to do so. Except where that failure is caused by the Supplier's failure to comply with its obligations under this agreement, the Supplier shall levy additional charges to the Customer, for demurrage charges and the cost of retaining and storing the Consignment pending receipt and fulfilment of the Customer's instructions in conjunction with the Surcharge list.
- 6.6 If the Supplier is unable for any reason to deliver the Goods to the Delivery Point, or return them to the Collection Point, the Supplier will contact the Customer for the Customer to make arrangement for the Goods to be collected or disposed of within 48 hours. If no arrangements are made to collect or dispose of the Goods after this notice period, the Supplier retains the right to sell the Goods and pay the Customer the proceeds of sale after deduction of all Charges and Surcharges payable by the Customer to the Supplier.
- 6.7 In the event of theft, hijacking, tampering, or any other security incident occurring during transit, the Supplier shall take all reasonable steps to safeguard the Goods, notify the Customer as soon as practicable, and cooperate with relevant authorities and insurers. The Supplier's liability in such circumstances shall remain limited in accordance with these Terms and the RHA Conditions of Carriage.

## **7. Charges and payment**

- 7.1 The Customer shall pay the Supplier the Charges for the Services and any applicable Surcharge as outlined on the Surcharge list, plus VAT as applicable.
- 7.2 The Supplier may invoice the Customer for the Services (i) on or at any time after the acceptance of the Order or (ii) where the Supplier has agreed payment terms with the Customer in writing, in accordance with these payment terms.
- 7.3 The Customer shall pay each invoice submitted by the Supplier:
- (a) in line with agreed payment terms specified in the invoice or, if no payment terms have been agreed, payment is required in advance of delivery being arranged based on receipt of a proforma invoice; and
  - (b) in full and in cleared funds by direct bank transfer (BACS or CHAPS) to the bank details specified on the invoice.

Time for payment shall be of the essence of the Contract.

- 7.4 If the Customer 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 9 (Termination), the Customer 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 7.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 7.5 The Customer shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law or otherwise agreed between the Customer and the Supplier). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 7.6 If either party receives an invoiced sum which it reasonably believes to be incorrect:
- (a) that party shall notify the other party in writing as soon as reasonably practicable and in any event within five (5) Business Days of the date of receipt;
  - (b) the parties shall attempt in good faith to resolve any dispute promptly by negotiation which shall be conducted between the Customer's buying team representative and Finance Manager, and the Supplier's Account Manager and Finance Manager;
  - (c) if the dispute cannot be resolved within thirty (30) Business Days, both parties may escalate the issue to senior management within each respective organisation in an

attempt to resolve the dispute and failing to resolve this within a further thirty (30) Business Days, take further legal action as the party deems necessary;

- (d) a party's failure to pay the disputed invoice(s) shall not be deemed to be a breach of the Contract, provided that the party pays the balance of the invoice which is not in dispute;
- (e) once the dispute has been resolved, where either party is required to make a balancing payment and/or issue an invoice/credit note, it shall do so within five (5) Business Days.

7.7 The Customer should send all payment remittance advices to:  
[accounts.receivable@astonmanor.co.uk](mailto:accounts.receivable@astonmanor.co.uk)

## **8. Limitation of liability and insurance**

8.1 Liability shall be dealt with in accordance with the RHA Conditions.

8.2 The Supplier will under no circumstances whatsoever be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business or revenue;
- (b) loss of business opportunity, agreements or contracts;
- (c) business interruption;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill; or
- (f) any indirect or consequential loss.

8.3 The Supplier shall ensure it has appropriate insurance in place in accordance with the RHA Conditions.

## **9. Termination**

9.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that party being notified in writing to do so;
- (b) the Customer 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), obtaining a

moratorium, 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 Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

9.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other Contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4 On termination of a Contract for any reason, the Supplier shall be entitled to cancel any part of the Order under the Contract (or any other Contract) that has not been delivered without any liability to the Customer.

9.5 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

9.6 Other than as set out in Condition 9.4, termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at 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.

9.7 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. Force majeure**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract (other than payment to the other party) if such delay or failure results from a Force Majeure Event. In such circumstances, provided it notifies the other party promptly and makes reasonable

endeavours to mitigate the effect of the Force Majeure Event on its performance and obligations, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three (3) months, the party not affected may terminate the Contract by giving thirty (30) days' written notice to the affected party.

## **11. General**

### **11.1 Assignment and other dealings**

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

### **11.2 Confidentiality**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- (d) The obligations of confidentiality set out in this Condition 11 shall endure for two (2) years following disclosure under this Condition 11, notwithstanding any termination of this Agreement.

**11.3 Non-Solicitation.** The Customer shall not, without the prior written consent of the Supplier, at any time up to the expiry of twelve (12) months after the termination or expiry of a Contract, solicit or entice away from the Supplier or employ or attempt to

employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of the Supplier in the provision of the Services.

#### 11.4 **Entire agreement**

- (a) This 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.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.5 **Variation.** No variation of a Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Any references to written agreement in these Conditions shall be subject to the requirements of this Condition.

11.6 **Waiver.** The rights and remedies of either party shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. A waiver of any right or remedy under a Contract or applicable law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 11.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### 11.8 **Notices**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (i) delivered by hand or by recorded post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (ii) sent by email to the address.
- (b) Any notice shall be deemed to have been received:
  - (i) if delivered by hand, on signature of a delivery receipt;
  - (ii) if sent by recorded post or other next working day delivery service, at the time recorded by the delivery service; and
  - (iii) if sent by email, at the time of transmission, without any error, or out of office message being received.

If this time of receipt falls outside business hours in the place of receipt, the notice will be deemed received when business hours resume. In this clause 11.8(b)(iii), business hours means 9.00am to 5.00pm on a Business Day.

- (c) This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**11.9 Third party rights.** 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. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

**11.10 ECCTA.** Each party shall:

- (a) comply with all applicable laws and regulations, including the Economic Crime and Corporate Transparency Act 2023 (“ECCTA”), and shall maintain policies and procedures reasonably designed to prevent fraud and economic crime;
- (b) implement reasonable procedures to prevent fraud, in accordance with the guidance issued under section 204 of ECCTA and shall review and update such procedures regularly and provide a summary of its fraud prevention framework upon request;
- (c) shall cooperate with any reasonable audit or investigation initiated by a regulatory authority in connection with ECCTA compliance and shall promptly provide access to relevant records, policies, and personnel as reasonably required.

**11.11 Data Protection.**

- (a) **Definitions:** Terms such as Controller, Processor, Personal Data, Data Subject, Processing, and Personal Data Breach shall have the meanings given in applicable UK data protection laws, including the UK GDPR and the Data Protection Act 2018.

- (b) **Compliance:** Both parties agree to comply with all applicable data protection laws.
- (c) **Roles:** The Customer is the Controller of any Personal Data shared, and the Supplier is the Processor.
- (d) **Customer Responsibilities:** The Customer confirms it has obtained all necessary consents and provided appropriate notices to allow the Supplier to process Personal Data (such as employee names and email addresses) lawfully under this agreement.
- (e) **Supplier Responsibilities:** The Supplier will:
  - (i) Only process Personal Data as instructed by the Customer, unless required by UK law.
  - (ii) Ensure staff handling Personal Data are bound by confidentiality.
  - (iii) Not transfer Personal Data outside the UK without the Customer's written consent and appropriate safeguards.
  - (iv) Assist the Customer with data subject requests and compliance obligations, where reasonable.
  - (v) Notify the Customer promptly of any Personal Data Breach.
  - (vi) Delete or return Personal Data upon termination of the agreement, unless legally required to retain it.
  - (vii) Maintain records to demonstrate compliance and inform the Customer if any instruction breaches data protection laws.

11.12 **Governing law.** The Contract, 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 law of England and Wales.

11.13 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.