

Title:	Service Level Agreement – Logistics Services
Issue Date:	24/05/2021
Revision:	24/05/2021

In this Service Level Agreement (SLA, “**The company**”, and “**All4Logistics**” means **ALL4 LOGISTICS LTD** whose registered office is at 57 Lakes Industrial Est., Lower Chapel Hill, Braintree, CM7 3RU, and “**the Customer**” or “**the Client**” means that individual, business, or company who contracts with **ALL4 LOGISTICS** to receive transportation and/or logistics services (“**the Services**”) from **ALL4 LOGISTICS** in accordance with the company’s Terms and Conditions provided.

The Company provides all services on the following Conditions which can be varied only in writing by an Officer of the Company. If a Customer’s acceptance document, purchase order or other documentation, received by the Company before or after notification of these Conditions, contains terms at variance with the company’s Terms and Conditions and this SLA, then every such term shall be of no effect.

This SLA, the Terms and conditions provided and any supplemental documentation (e.g. final priced and accepted quotation or job specific documentation) provided by the Company (All4 Logistics Ltd) to the Client, collectively referred to as the Agreement, contain the Terms that apply in relation to the contract or order for and supply by the Company of its services specified in the Quotation provided.

WHEREAS:

- (1) The Company is engaged in the business of providing services in relation to the logistics sector and has reasonable skill, knowledge, qualifications and experience in that field.
- (2) The Client(s) wish(es) to engage the Company to provide the Services detailed in Schedule 1, subject to, and in accordance with, the company’s terms and conditions provided and the service levels of this Agreement.
- (3) The Company has agreed to accept such engagement and shall provide the Services to the Client(s), subject to, and in accordance with, the company’s terms and conditions provided and the service levels of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“**Business Day**” means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in Great Britain and Northern Ireland.

“**Commencement Date**” means the date on which this Agreement comes into force pursuant to Clause 2 below.

“**Confidential Information**” means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such).

“**Services**” means the services to be provided by the Company to the Client as set out in Schedule 1.

“**Fees**” means the fees payable by the Client to the Company in accordance with Clause 5 and Schedule 2.

“**Intellectual Property Rights**” means any and all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unfair competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know-how and trade secrets) and all other similar or equivalent rights (subsisting now or in the future) in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term.

“**Additional Party**” means any employee, agent or sub-contractor of the Company, or anyone entitled to an indemnity, reimbursement, or contribution from the Company in respect of a claim by an Interested Party.

“**Goods**” means goods (including any associated packaging and equipment) to which the contract relates.

“**Interested Party**” means the Customer and/or anyone with an interest in the Goods; any obligation of the Interested Party is borne jointly and severally.

“**Limit**” means a limit per tonne gross weight of that part of the Goods in respect of which a claim arises.

“**Loss**” includes (without limitation) loss (including theft), destruction, damage, unavailability, contamination, deterioration, delay, non-delivery, mis-delivery, unauthorised delivery, non-compliance with instructions or obligations, or incorrect advice or information.

“**Officer**” includes a Director, Company Secretary, Partner, or member of an LLP.

“**Subcontractor**” means a party engaged at the behest of the Company to perform some or all of the Company’s obligations

“**Waste**” bears its general meaning and also means “Waste” and “Directive Waste” as defined legislatively.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to this Agreement; and

1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule:

1.2.6 "Terms and Conditions provided" refers to the specifics of the consignment or service provided by the company and agreed by the Client and shall be considered a part of this agreement;

1.2.7 a "Party" or the "Parties" refer to the parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. TERMS OF AGREEMENT

This Agreement will come into force on the Commencement Date specified on the Terms & Conditions agreed in the Schedule that accompanies this SLA and shall continue in force for the term specified in said Schedule, subject to the provisions of Clauses 9 and 13.

3. THE COMPANY'S OBLIGATIONS

3.1 The Company shall perform its obligations under this Agreement with reasonable skill and care and in a reasonable and timely manner in accordance with the provisions of this Agreement.

3.2 The Company shall provide the Client with such information and advice in connection with the Services and the provision thereof as the Client may, from time to time, reasonably require both before and during the provision of the Services.

3.3 The Company shall use reasonable endeavours to keep the Client informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Services. To the extent necessary and appropriate, the Company shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right to request a meeting to review such changes.

3.4. In the case of carriage, the Company's responsibility for the Goods starts when loading on the vehicle is complete and ends when the Goods are tendered for unloading. In the case of storage and / or processing it starts when they are accepted into store and ends when they are tendered for collection, or the Company becomes aware of the grounds for their removal under Condition 2.2 or on the expiry of notice under Condition 7.1 or 7.2. Where the Company provides storage and carriage it shall also be responsible for the Goods while they are transferred from its vehicle into its store and vice versa. In the case of forwarding, the Company's responsibility is only to engage or propose apparently competent contractors and to give them adequate instructions in relation to the Goods; and in this case, or where the contract is for advice, it is not responsible for the Goods themselves.

3.5. The Company's duty is to the Customer only and not to any third party. Any advice given is for the Customer only.

3.6. Unless it states otherwise in writing, where the Company provides forwarding services it operates as the Customer's agent in engaging contractors to deal with the Goods.

4. CLIENT'S OBLIGATIONS

4.1 It is a condition of the contract, and the Client warrants and undertakes, that: -

4.1.1 It is either the owner of the Goods/ Consignment or is authorised by the owner to accept these Conditions on the owner's behalf.

4.1.2 The Client shall provide the Company with such information in connection with the Services and the provision thereof as the Company may, from time to time, reasonably require both before and during the provision of the Services.

4.1.3 The Client shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.

4.1.4 The Client shall use reasonable endeavours to keep the Company informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Services. To the extent necessary and appropriate, the Company shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right to request a meeting to review such changes.

4.1.5 The consignment shall be presented to the Company (and/or anyone else dealing with them) securely and properly packed in compliance with any applicable statutory regulations, recognised standards and best practice and are and will remain in a condition to be safely handled, stored and/or carried and so as not to cause injury, damage, contamination, or deterioration (or the possibility of them) to any person, premises, equipment or to any other items in any way.

4.1.3 Before the Company assumes any responsibility for or by reference to the consignment, the Client will inform the Company in writing of any relevant matters; including any special precautions necessitated by the nature, weight, or condition of the consignment and any statutory or other duties specific to the consignment with which the Company or others may need to comply; and will promptly after invoicing pay the Company's reasonable extra charges for complying.

4.1.4 It will promptly after invoicing reimburse all duties, taxes and expenses that the Company may be required to pay in respect of the consignment including where the liability to pay them arises due to the fault, other act or omission of the Company or its employees or sub-contractors.

4.1.5 Except to the extent previously notified in detail to, and accepted by, the Company in writing none of the goods part of the consignment: are hazardous or contaminated; may cause pollution of the environment or harm to human health if they escape from their packaging; require any official consent or licence to handle, possess, deal with or carry; will at any time whilst in the care or control of the Company constitute Waste.

4.1.6 Where the Company is carrying the Goods that are part of the consignment, the Client will provide a risk assessment and method statement appropriate for the Goods and any location in which they are being handled. Unless otherwise previously agreed the Client will provide suitable facilities and equipment for, and will procure, safe and prompt loading and unloading of the consignment. The

Customer will pay demurrage at the Company's standard rate if the vehicle is delayed for more than 30 minutes beyond the time reasonably needed for loading or unloading; and demurrage and storage charges if delivery is refused.

4.1.7 It will comply with any reasonable regulations of the Company relating to handling, carriage, storage or forwarding of Goods (and ancillary matters) which are notified in writing from time to time.

4.1.8 Information given by or on its behalf shall be materially correct and complete.

4.2 The Customer will indemnify the Company against any loss or damage it suffers as a result of carrying out the Customer's instructions or which is related to any breach of the Customer's obligations and will pay all costs and expenses (including professional fees) incurred in, and the Company's reasonable charges for, dealing with the breach and its consequences. The Customer will pay an extra charge equal to the amount of any fine or penalty payable by the Company wholly or partly as a result of a breach by the Customer. If the Company suspects a breach of Condition 2, it may refuse to accept the Goods, demand their immediate removal, or itself arrange their removal without notice, at the Customer's expense.

5. INSURANCE AND THE COMPANY'S LIABILITY FOR LOSS

5.1 Except as provided in Condition 5.5, the Company does not insure the Goods and the Client shall self-insure or make arrangements to cover the Goods against all insurable risks to their full insurable value (including all duties and taxes) with any right for the insurer to bring a subrogated claim against the Company being excluded.

5.2 Subject to Condition 5.3, the Company excludes all liability for Loss however arising.

5.3 If and to the extent that Loss is directly caused by negligence or wilful act or default of the Company, its employees (acting in furtherance of their duties as employees) or sub-contractors or agents (acting in furtherance of their duties as subcontractors or agents) and subject to Conditions 5.4, 5.7 and 5.8, the Company will accept liability for Loss assessed on normal legal principles but not exceeding the Limit fixed by Condition 5.5. Any quantification of value includes duties and taxes.

5.4 In no case shall the Company be liable for any lost profit, income, or savings, wasted expenditure, or indirect or consequential loss.

5.5 In no case shall any liability of the Company (including inter alia any liability in respect of duties and taxes) exceed the Limit, fixed as follows:

5.5.1 The Customer may specify the Limit as an amount (in Sterling, US Dollars or Euros) per tonne weight by notice in writing stating the Limit and the nature and maximum value of the Goods, including duty and taxes. The Limit nominated by the Customer shall apply in respect of any cause of action arising after the Date. It is a condition of the contract that the Customer pays within 7 days of receipt the Company's invoices for its costs in insuring against its potential liability up to the Limit, and/or to the extent that the Company elects to carry the risk itself, its extra charge equivalent to the estimated or likely cost of such insurance.

5.5.2. If the Company having made reasonable efforts is unable to obtain insurance on reasonable terms to cover its liability up to the Limit nominated by the Customer, or if the Customer has not yet paid any invoice issued under Condition 5.5.1, the Company may give 7 days written notice, and the Limit for causes of action arising after expiry shall be £100 sterling per tonne.

5.5.3 Unless and until a higher Limit has been fixed under Condition 5.5.1 and continues in effect, the Limit shall be £100 sterling per tonne.

5.6 Without prejudice to the Company's rights under Condition 6 to be paid free from deduction or set-off, any limitation of liability on the part of the Company shall be applied to any claim by the Customer before any set off or counterclaim is asserted against money due to the Company.

5.7 The Company shall not be liable for any claim unless:

5.7.1 it has received written notice of it within 10 days of the event giving rise to the claim coming to the knowledge of the Customer or consignee; and it has received within 21 days of the event giving rise to the claim coming to the knowledge of the Customer or consignee sufficient detail in writing to enable investigation. In the case of failure to deliver, time shall run from the first working day after the expected date of delivery.

5.7.2 No legal proceedings (including any counterclaim) may be brought against the Company unless they are issued and served within 9 months of the event giving rise to the claim.

5.8 The Company shall not be liable for any Loss to the extent that it is caused or contributed to by a breach of any of the Customer's obligations in Condition 2, or by any of the circumstances by virtue of which the Company is relieved of its obligations under Condition 8.

6. EMPLOYEES, SUB-CONTRACTORS AND OTHERS

6.1 The Company shall be entitled to sub-contract all or any part of its obligations and in this event these Conditions shall apply to such services. Where storage is subcontracted the Company will on request notify the Customer of the location of the Goods.

6.2 No Interested Party will make a claim or issue proceedings in respect of Loss against any Additional Party.

6.3 Without prejudice to Condition 6.2, if an Additional Party pays or is liable to make a payment to an Interested Party in connection with a claim for Loss, the Interested Party will fully indemnify the Company against any claim (including all costs and expenses) by the Additional Party against the Company for reimbursement of, contribution to or indemnity against that payment to the extent that it exceeds the Limit applicable at the time of the event giving rise to the claim.

7. FEES, PAYMENT AND RECORDS

7.1 The Client shall pay the Fees to the company in accordance with the provisions of Schedule 2 as consideration for the Services provided by the company in accordance with the Terms and Conditions provided and this Agreement.

7.2 Where any payment pursuant to this Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.

7.3 The Company's charges are subject to VAT and may be increased by prior notice to the Client. The notice shall be at least 7 days for increases reflecting any rise in fuel costs and at least 21 days otherwise. The Company has the right to charge for storage of the Goods for so long as it has custody of or is responsible for them.

7.4 The charges shall be paid free of any deduction or set-off at such periodic intervals as may have been agreed between the parties and in any event on the earlier of (a) the expiry of any agreed period of credit and (b) the time immediately before any of the Goods cease to be in the Company's care or control. The Company shall be entitled to payment for carriage at the time the Goods are loaded onto the vehicle.

7.5 If either Party fails to pay on the due date any amount which is payable to the other pursuant to this Agreement then, without prejudice to and notwithstanding sub-Clause 11.2.1, that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at a rate of 1.5% per annum over the Bank of England base rate from time to time in force, during all or part of which it is overdue.

7.6 The Company shall (on its own behalf and as agent for any assignee of its invoices) have a general and particular lien on the Goods (and any associated documentation or records) as security for payment of all sums (whether due or not) claimed by the Company from, or invoiced to, the Customer or another Interested Party on any account (relating to the Goods or not), or otherwise claimed in respect of the Goods or other property of an Interested Party. Storage shall be charged for any goods detained under lien.

8. PROVISION OF THE SERVICES

8.1 The Company shall, throughout the term of this Agreement, provide the Services to the Client in accordance with the Terms and Conditions provided and those of this Agreement. The Company shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

8.2 The Company shall use all due and proper care to ensure that the manner in which it provides the Services does not have any adverse effect on the name, reputation, image or business of the Client.

8.3 In the event that the Company commits any breach of any of the Terms and Conditions provided and those of this Agreement by failing to provide the Services to the required Service Levels or commits any other breach which adversely affects the provision of the same, the following provisions will apply:

8.3.1 the Client may give written notice to the Company requiring the Company to rectify the breach;

8.3.2 if the Company fails to comply with any such notice given;

8.3.3 The client will have the right to cancel the contract. The Company's liability will be strictly limited to a full and complete refund of any monies paid to them by the client in respect of this contract.

9. CONFIDENTIALITY

9.1 Each Party undertakes that, except as provided by sub-Clause 9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and [for ____ years] after its termination:

9.1.1 keep confidential all Confidential Information;

9.1.2 not disclose any Confidential Information to any other party;

9.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;

9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information and ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

9.2.1 disclose any Confidential Information to:

9.2.1.1 any sub-contractor or supplier of that Party;

9.2.1.2 any governmental or other authority or regulatory body; or

9.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 9.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

9.3 The provisions of this Clause 9 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

10. INTELLECTUAL PROPERTY RIGHTS

The Company shall retain the ownership of any and all Intellectual Property Rights that may subsist in the products of the Services as provided by the Company.

11. TERMINATION

11.1 Either Party may terminate this Agreement by giving to the other not less than 30 days written notice, to expire on or at any time after the minimum term of the agreement.

11.2 Either Party may forthwith terminate this Agreement by giving written notice to the other Party if:

11.2.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 14 days of the due date for payment;

11.2.2 the other Party commits any other breach of any of the provisions of this Agreement or the terms and Conditions provided and, if the breach is capable of remedy, fails to remedy it within 14 days after being given written notice giving full particulars of the breach and requiring it to be remedied;

11.2.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

11.2.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Rules 2016 and The Corporate Insolvency and Governance Act 2020);

11.2.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the other Party under this Agreement);

11.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

11.2.7 the other Party ceases, or threatens to cease, to carry on business; or

11.2.8 control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

11.3 The right to terminate this Agreement given by this Clause shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

11.4 With regards to the Coronavirus (Covid-19) Pandemic and any other pandemic resulting of it or any other new that comes in the future, the provisions contained in Clause 28.4 concerning termination will apply.

12. POST-TERMINATION

Upon the termination of this Agreement for any reason:

12.1 any sum owing by either Party to the other Party under any of the provisions of this Agreement shall become immediately due and payable;

12.2 any rights or obligations to which any of the Parties to this Agreement may be entitled or be subject before its termination shall remain in full force and effect where they are expressly stated to survive such termination;

12.3 termination shall not affect or prejudice any right to other remedies which the terminating Party may have in respect of the event giving rise to the termination;

12.4 As provided in this Clause and except in respect of any accrued rights, neither Party shall be under any further obligation to the other;

12.5 each Party shall return to the other Party any materials in which the ownership has not been transferred to that other Party which have, for any reason, been provided for the purposes of this Agreement; and

12.6 each Party shall (except to the extent referred to in Clause 11) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any documents in its possession or control which contain or record any Confidential Information.

13. LIABILITY AND INDEMNITY

13.1 The Company shall indemnify and hold harmless the Client, its subcontractors, agents and employees from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance or failure to perform its obligations under this Agreement if and to the extent that such losses, costs, damages and expenses are caused or contributed to by the negligent acts or omissions of the Company or any persons for which the Company is otherwise legally liable.

13.2 The Client shall indemnify and hold harmless the Company, its subcontractors, agents and employees from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance by the Client of its obligations under this Agreement if and to the extent that such losses, costs, damages and expenses are caused or contributed to by the negligent acts or omissions of the Client or any persons for which the client is otherwise legally liable.

13.3 Except as expressly provided in this Agreement, neither Party shall be liable or responsible to the other in contract, tort or otherwise (including any liability for negligence) for:

13.3.1 any loss of revenue, business, contracts, anticipated savings or profits, or any loss of use of facilities; or any special indirect or consequential loss howsoever arising.

13.3.2 For the purposes of sub-Clause 13.3.1 "anticipated savings"

13.3.3 means any expense which either Party expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of the use of the Services provided by the Company under this Agreement.

14. FORCE MAJEURE

14.1. The Company shall be relieved of its obligations to the extent that their performance is prevented or delayed by, or their non-performance results wholly or partly from, the act or omission of the Client or its agent or an Interested Party (including any breach by the Client of the Terms and Conditions provided and those of this Agreement) or by storm, flood, fire, explosion, civil disturbance,

governmental or quasi-governmental action, breakdown or unavailability of premises, equipment or labour, or other cause beyond the reasonable control of the Company.

14.2. In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 30 days, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Terms and Conditions and those of this Agreement.

15. NO WAIVER

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16. FURTHER ASSURANCE

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

17. COSTS

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Terms and Conditions and those of this Agreement.

18. SET-OFF

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.

19. ASSIGNMENT AND SUB-CONTRACTING

19.1 This Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

19.2 The Company shall be entitled to perform any of the obligations undertaken by it through any other member of its team or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Company.

20. TIME

The Parties agree that the times and dates referred to in this Agreement are for guidance only and are not of the essence of this Agreement and may be varied by mutual agreement between the Parties.

21. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

22. NON-SOLICITATION

22.1 Neither Party shall, for the term of this Agreement and for a period of 6 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement [without the express written consent of that Party].

22.2 Neither Party shall, for the term of this Agreement and for a period of 6 months after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

23. THIRD PARTY RIGHTS

23.1 No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

23.2 Subject to this Clause, this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

24. NOTICES

24.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

24.2 Any notice shall be duly given if left at or sent by first class prepaid post to the last known address of the other party or by facsimile to the last notified number evidenced by a successful transmission record, or by email to the last address notified for the purpose of service; and shall if posted be deemed to have been given 2 working days after posting, and if by facsimile or email, one working day after sending.

25. ENTIRE AGREEMENT

25.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

25.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, the Terms and Conditions provided and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

26. COUNTERPARTS

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

27. SEVERANCE

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

28. GENERAL

28.1 Each exclusion or limitation in these Conditions exists separately and cumulatively.

28.2 Signature on a delivery note is evidence that the Goods have been received in apparently good order save as noted.

28.3 The Company may open packaging to inspect Goods.

28.4 Pandemic: The Company reserves the right to revisit and revise the proposal, quotation and/or service specific assumptions within the Agreement during the quotation validity period or agreement period including, but not limited to, delivery, mobilisation, removal and/or collection dates and periods relating to the Services the company provides if:

28.4.1 legislation or other relevant guidance is issued by the UK Government or other relevant authority (including but not limited to the Scottish Government or the Welsh Government where relevant) relating to the Coronavirus (COVID-19) pandemic (and such other variants of the same pandemic) or any future pandemics that affect the Agreement; or

28.4.2 delays occur in the securing of labour, goods, equipment and/or materials needed for the Company's Quotation or provision of service where the cause of such delay is due to the consequences of the Coronavirus (COVID-19) pandemic (and such other variants of the same pandemic) or any future pandemics.

28.4.3 The Company do not accept liability for liquidated and ascertained damages or termination costs in the event of disruption or delay during the quotation validity period or hire period that relate to the Coronavirus (COVID-19) pandemic (and such other variants of the same pandemic) or any future pandemics. The Client acknowledges that during the period of the Coronavirus (COVID-19) pandemic (and such other variants of the same pandemic) or any future pandemics the Company may not be able to commence hire or provide services until the Company is satisfied that reasonable and appropriate safety measures are in place to protect the health and wellbeing of its employees and subcontractors in accordance with relevant Governmental and sector legislation and/or guidance.

28.4.4. In the event of any delay caused by the Coronavirus (COVID-19) pandemic (and such other variants of the same pandemic) or any future pandemics, the completion of delivery of the Services will be extended for a period equal to any such delay. If the delays continue for a period beyond four weeks, the parties can terminate the Agreement by mutual agreement.

29. DISPUTE RESOLUTION

29.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

29.2 If negotiations do not resolve the matter within 30 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

29.3 If the ADR procedure under does not resolve the matter within 30 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

29.4 The seat of the arbitration under sub-Clause 28.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

29.5 Nothing in this Clause shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

29.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause shall be final and binding on both Parties.

30. LAW AND JURISDICTION

30.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

30.2 Subject to the provisions of Clause 28, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

31. FURTHER INFORMATION

Further information and advice on this SLA and T&Cs provided can be obtained from the DIRECTOR, at operations@all4logistics.co.uk

Name:
Position:
Signed for THE COMPANY
ALL4 LOGISTICS LTD
Company Registration Number: 11073980
VAT: GB313000188

Name:
Position:
Signed for THE CLIENT
Company: