
Terms and Conditions

Last updated: 14 August, 2021

These terms and conditions apply to and govern the provision of service by Logos Logistics Limited, a company incorporated in Scotland under number SC257557 whose registered office is at 4 Young Place, Kelvin Industrial Estate, East Kilbride, G75 0TD.

1. Interpretation

1.1 In these Conditions the following words have the following meanings:

“These Conditions” means these terms and conditions;

“The Contract” means the contract and agreement for the purchase of the Services by the Customer from Logos Logistics Limited as defined in clause 2.3;

“The Customer” means the person, company or organization ordering the Services from Logos under the Contract;

“Logos” means Logos Logistics Limited;

“A Method Statement” a detailed plan agreed in writing between Logos and the Customer specifying the Services to be performed by Logos and referencing the relevant Quotation;

“A Quotation” a written quotation issued by Logos specifying the cost of the Services and incorporating these terms by reference;

“An Estimate” is an estimation of the costs and resources required to complete the Scope of Work, issued by Logos outlining the anticipated cost of the Services and incorporating these terms by reference. A final account of costs will be issued to the customer on project completion;

“A Scope of Work” an outline of the Services provided to the Customer by Logos; and

“The Services” the services to be supplied by Logos under the Contract as specified in a Method Statement.

“Fees” the invoiced amounts for services undertaken

- 1.1 Any reference in these conditions to a statute or regulation is to be construed as a reference to that statute or regulation as amended or re-enacted from time to time.
- 1.2 The headings in these Conditions are for ease of reference only; they do not affect the interpretation or construction of these Conditions.
- 1.3 Any typographical, clerical or other error or omission in any sales literature, price list, Quotation, acceptance of offer, invoice or other document or information issued by Logos shall be subject to correction without any liability on the part of Logos.

2. Contract Formation

- 2.1 These Conditions will govern the provision of the Services to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation order, specification or other document) except where any special terms and conditions are included and specifically referred to as "Special Conditions" in a Quotation or agreed by the parties in writing with specific reference to the Contract.
- 2.2 Following a request from a prospective Customer to provide the Services, Logos will usually issue a Quotation to that Customer and agree a Method Statement for those Services with the Customer. That Quotation (unless specifically provided for to the contrary on it) is open to acceptance by the prospective Customer for 30 days after its date.
- 2.3 If the Customer accepts the Quotation (or is deemed to have accepted it in accordance with clause 2.4) within that 30 day period, the contract between the Customer and Logos will be formed ("the Contract") for the supply of the Services and that Contract will be subject to these Conditions.
- 2.4 If the Customer asks Logos to proceed to supply any of the Services listed in a Quotation or in any Method Statement; gives Logos instructions for any Services; or issues any purchase order for any services, the Customer will be deemed to have accepted Logos' Quotation and the Contract will be deemed to have been formed accordingly.
- 2.5 Logos may revise these Conditions at any time by publishing new or revised Conditions on its website and the Customer should look at this website from time to time for relevant updates. If a Quotation is accepted by the Customer

after the new or revised Conditions have been published on Logos' website, those new or revised Conditions will apply to the supply of those services.

3. The Services

- 3.1 Logos will endeavour to carry out the Services with skill and care. Logos will endeavour to complete the Services by the agreed completion date, but any such estimated completion date is an estimate only. Logos will not be liable in any circumstances for any delay or failure to deliver or perform as a result of the Customer or Customer's client's own fault. Where additional time is required for completion or additional costs are incurred due to circumstances out with the control of Logos the extra costs will be reflected in the final amount invoiced and Customer shall remit payment for such invoice in full pursuant to Section 4 herein.
- 3.2 Logos accept, from time to time, the Customer may require additional services not already identified in the Quotation or Method Statement. When reasonably practical, Logos will endeavour to support this additional work provided the Customer can provide valuation, weights and dimensions of additional equipment to ensure that the existing Method Statement, risk assessment and insurance are adequate for the additional service. The Customer accepts that costs may be charged for additional services carried out and is obliged to provide relevant authorisation for these additional costs.
- 3.3 The amount payable in the event that the works are cancelled or rescheduled with less than 48 hours' notice is 25% of the quoted amount, less than 24 hours' notice is 50% of the quoted amount. This proposal is subject to our Terms & Conditions and acceptance of is confirmed by issue of your Purchase Order. Equipment under our care and control is covered by our comprehensive All Risk insurance policy, in line with the valuation provided by the client.

4. Payment

- 4.1 The Customer will pay the fees agreed upon between Customer and Logos ("the Fees"). Payment of all invoices will be made by the Customer to Logos in full in Pounds Sterling (or any such foreign currency amount as agreed) as invoiced. The payment terms shall be detailed in the invoice. The payment terms may include credit terms for the Customer.
- 4.2 All prices are exclusive of VAT unless otherwise stated and the Customer will pay any and all tax duties and other government charges payable in respect of the Services in

accordance with UK legislation in force at the tax point and all other taxes and duties payable in any jurisdiction in connection with the supply of the Services to the Customer and its export and import of any goods and/or equipment into any territory.

- 4.3 In the event that a payment is not received by Logos by the date on which it is due in accordance with the Contract Logos will be entitled, without limiting any other rights and remedies it may have, to apply interest charges to the overdue amount. This will be charged at 5% each month until full amount is settled. If not settled within 60 days the outstanding amount will be passed to debt collection where additional interest and charges will be applied.
- 4.4 The Customer will have no right to set off any amounts owing to it by Logos against unpaid invoices due to Logos, unless otherwise agreed in writing.
- 4.5 Once invoice is 45 days past original due date our debt collection process will commence at this point your outstanding invoices will be subject to further interest and late payment charges

5. Insurance

- 5.1 Engineering Insurance to cover the movement of the agreed equipment detailed within the Quotation and Method Statement will be included in the price for the Services and shall be based on the value provided by the Customer at the time of assessment.
A copy of this policy is available for perusal at the Customer's request. Such insurance policy shall remain in full force and effect through the period that the Services are provided by Logos to the Customer.
- 5.2 In the event that the Customer does not or cannot provide the pre-loss market value of any equipment in advance of Services carried out, each piece of equipment will be deemed to be valued at no more than 50,000 pounds Sterling (or foreign currency equivalent). Equipment deemed to be of this value will be automatically covered within the existing insurance included in the Quotation.
- 5.3 Combined Liability Insurance shall be maintained by Logos to the value of £10m employers' liability and £5m public liability and a copy of this policy is available for perusal at the Customer's request. Such insurance shall remain in full force and effect through the period that the Services are provided by Logos to Customer.

- 5.4 Whilst it is in storage, the Customer shall insure all equipment against all insurable risks to their full insurance value (including all duties and taxes). All warehousing business is conducted under UKWA (United Kingdom Warehousing Association) Terms and Conditions unless otherwise agreed in writing between Logos and the Customer.
- 5.5 When transport forms part of the Services insurance shall be obtained by Logos to cover this element of the move provided that is specifically included, organized and managed within the Services. Liability in respect of the Customer's equipment shall be limited to the pre-loss market value of equipment provided to Logos by Customer prior to work commencing
- 5.6 The Customer shall ensure that it has all relevant insurance cover as should be obtained by an experienced and prudent business operating in the Customer's industry and sector and having regard to the Customer's equipment and the Services being provided by Logos. The Customer shall obtain such insurance cover as Logos may stipulate as being required by it as a condition of providing the Services.
- 5.7 In the event of any claim for damages to the Customer's equipment the claim must be made within 30 days of delivery of the relevant equipment and must be made writing.

6. Customer's Obligations

- 6.1 The Customer shall ensure that at all times:
- All necessary permits to allow the Services to be carried out will be available when Logos operatives arrive on site to avoid delays.
 - All fencing and cordoning off of the relevant work area will be completed prior to Logos arriving on site unless included within the Quotation as being specifically provided by Logos.
 - All necessary adjustments required to walls, partitions, entrance and exits shall be completed prior to Logos operatives arriving on site unless included within the Quotation.
 - All items shall be isolated and certified and deemed safe to work on prior to Logos operatives arriving on site.
 - All necessary floor strengthening shall be carried out prior to Logos operatives arriving on site.
 - Weights and dimensions and valuations relating to equipment and goods to be handled in the provision of the Services shall be provided prior to Logos operatives arriving on site.

7. Limitation of Liability

- 7.1 Nothing in these Conditions excludes or limits Logos' liability for fraud, or death, or personal injury caused by negligence on the part of Logos or in any other way which may not, by law, be so excluded or limited.
- 7.2 Subject to clause 7.1, Logos will not be liable to the Customer for any of the following: loss of profit, loss of revenue, loss of savings, loss of opportunity, loss of business and loss of goodwill (in each case whether direct or indirect) or for any indirect loss,

8. Confidentiality and Data Protection

- 8.1 Subject to the remaining provisions of this Condition 8, neither party will use (except for exercising its rights and performing its obligations under the Contract), and will keep confidential and not divulge to any third party any and all confidential information of the other party (whether oral, written or recorded or disclosed in any other form, and whether disclosed on, before or after the date of the Contract) concerning any of the following: the business, affairs, plans, technology, know-how, products and services of the other party and, in particular, any samples, information and material disclosed to them by the other party for purposes of the Contract without the other party's prior written consent.
- 8.2 All data will be treated in accordance with our Privacy Policy consistent with GDPR, full details can be found on our website.

9. Force Majeure

- 9.1 Logos will not be liable for any failure to fulfil the Contract or any term or condition of the Contract if fulfilment has been delayed, hindered or prevented by circumstances beyond its reasonable control including but not limited to fire, explosion, flood, tempest, unusually adverse weather conditions, failure or shortage of power supplies, fault or failure of plant or machinery, war, hostilities, riot, acts of terrorism, strikes, lock-outs or other industrial action or trade dispute ("a Force Majeure Event").
- 9.2 Logos will promptly notify the Customer if a Force Majeure Event arises and during the period in which Logos is prevented from performing the Contract the Customer will be entitled after giving Logos written notice of its intention to seek

alternative service at its own cost and risk and Logos shall not be obliged to make up deficiencies which arise as a result.

- 9.3 If a Force Majeure Event exceeds one- month, Logos may cancel the Contract without liability.

10. Termination

- 10.1 Either party may terminate the Contract immediately by written notice to the other if the other party:

10.1.1 commits any material breach of any of the provisions of these Conditions or the Contract and, in the case of a breach capable of remedy, fails to remedy that breach within 30 days after receipt of a written notice giving particulars of the breach and requiring it to be remedied;

10.1.2 has a receiver, administrative receiver or administrator appointed over all or any of its assets or undertaking or, except for the purposes of a solvent amalgamation or reconstruction, enters into liquidation, enters into any composition or arrangement with or for the benefit of its creditors or enters into any similar or analogous arrangement existing under the law of any country or ceases to carry on business.

- 10.2 The termination of the Contract, by either party in accordance with this clause 10 will be without prejudice to any other rights or remedies of that party accrued prior to termination.

- 10.3 On termination of the Contract for any reason the Customer will immediately pay to Logos any amounts due under the Contract.

11. General

- 11.1 Nothing in these Conditions creates, implies or evidences any partnership or joint venture between Logos and the Customer, or the relationship between them of principal and agent.

- 11.2 No third party is entitled to the benefit of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

- 11.3 The Customer may not assign or otherwise deal with the Contract or any part of it without obtaining the

prior written consent of Logos. Logos may perform any of its obligations or exercise any of its rights under the Contract by itself or through an affiliate. Logos may also assign or transfer the Contract or any part of it to any other person.

11.4 These Conditions shall be governed by the law of Scotland and the parties agree that (subject to Condition

11.5 the courts of Scotland shall exclusive jurisdiction over any dispute arising from these Conditions.

11.6 Nothing in this Condition 11 shall limit the right of Logos to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude Logos from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

11.7 The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply but where they conflict with this agreement, this agreement shall prevail.

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If you have any questions about this Cookies Policy, You can contact us:

By visiting this page on our website: <https://www.logoslogistics.com/contact>