



Terms and conditions

Please read all these terms and conditions.

As we can accept your order for service and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 02086112523

Application

These Terms and Conditions will apply to the purchase of the services by you (the Customer or you). Fast Track Services (FTS) Ltd company registered in England and Wales under number 10180134 whose registered office is at 20-22 Wenlock Road Islington N1 7GU, (Office Unit 1 Green Lane Ilford IG3 9RH), email address enquiries@fastrackservices.co.uk; telephone number 02086112523; (us or we).

2. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

3. Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. Contract means the legally-binding agreement between you and us for the supply of the Services;
5. Delivery Location means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
6. Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
7. Goods means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. Order means the Customer's order for the Services from the Supplier as submitted following the step by step process set out on the Website;
9. Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you via the Website;
10. Services means the services advertised on the Website, including any Goods, of the number and description set out in the Order;
11. Website means our website www.fastrackservices.co.uk on which the Services are advertised.

Services

12. The description of the Services is as set out in the Website, catalogues, brochures or other forms of advertisement. Any description is for illustrative purposes only.
13. In the case of Services catered to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
14. All Services which appear on the Website are subject to availability.
15. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

16. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
17. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Personal information

18. We retain and use all information strictly under the Privacy Policy.
19. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

20. The description of the Services on our website does not constitute a contractual offer to sell the Services. When an Order for the service has been submitted on the Website, we can reject it for any reason although we will try to tell you the reason without delay.
21. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
22. A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order (Order Confirmation). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order, you agree to us giving you confirmation of the Contract by means of an email with all information in it (i.e. the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract or performance of any services supplied by us.
23. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 7 days from its date unless we expressly withdraw it at an earlier time.
24. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and ourselves in verbally followed by in writing.
25. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

Goods NOT Accepted For Carriage OR Storage

1. The Company shall not accept certain goods for carriage or storage, including, but not limited to, any of the following goods:
 - (i) Dangerous Goods, hazardous goods, flammable goods; or
 - (ii). firearms, body parts or human remains, living or dead animals, fish or birds, or any living organism of any type **not** including trees and plants, or any goods prohibited by the law or regulation of any government or public or local authority of any country where the goods are carried; or
 - (iii) any goods which require temperature controlled transport; unless an Executive Director of the Company has notified the Customer in writing that they are accepted and, unless such notice has been given in writing, the Company shall have no liability whatsoever, including losses arising from negligent acts of the Company, in respect of them.
- (b) The Company may impose additional restrictions depending upon destination of delivery and the service being provided. The Customer acknowledges that regulatory and custom clearances may be required for certain goods, which may extend the transit time and may delay delivery.
- (c) The Company reserves the right to reject or destroy Consignments at its reasonable discretion, including for reasons of security or safety, and shall have no liability whatsoever, including losses arising from such rejection or destruction.

Good NOT Meeting Service Description

2. (a) If the Customer books or requests the collection of goods which do not meet the description of the relevant Service, the Company reserves the right:
 - (i) to refuse to collect the goods even if the Customer has been given a consignment or order number;
 - (ii) (if the Company collects the goods), to refuse to store or deliver goods and to return the goods to the Customer as soon as reasonably practicable, but at the Company's cost;
 - (iii) (if the Company collects and stores or delivers the goods), to process the goods as "Freight Parcel(s)" which means in particular that the Company will charge the Customer according to its freight tariff and its liability for loss or damage under these Conditions will be on the basis that the goods are a Freight Parcel. (b) Where the Company returns the goods to the Customer(ii) these Conditions shall apply to the carriage of the goods, but the Company shall have no liability to the Customer whatsoever for the Company's failure to deliver the goods.

Fees and Payment

26. Prices for Services may be calculated on a fixed price or on a standard daily rate basis or per hour.
27. Fees and charges include VAT at the rate applicable at the time of the Order.
The fees for the Services and any additional charges are confirmed at time of your order. Extra charges can apply under our contract conditions, additional charges can be made in the following circumstances:
 - If we offer services over and above those included in the accepted quotation.
 - If we are asked to do additional packaging or packing

- Delays which mean we cannot load or unload at the agreed times. (waiting time after 15 minutes charged @ £5.00 per 15 minutes if not being charge an hourly rate)
 - Difficulties of access involving unreasonably long distances to carry goods, or which, where lifts are not available, will make the job longer.
28. You must pay debit/credit card, bacs transfer or cash before delivery or if agreed on completion of our services unless you have set up an account with us. (please see additional fees and payment that may apply)

Delivery

29. We will deliver the Services by the time or within the agreed period.
30. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.
31. In any case, regardless of events beyond our control, if we do not deliver the Service on time, you can (in addition to any other remedies) treat the Contract at an end if:
1. we have refused to deliver the Service, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
 2. After we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
32. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
33. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Services or rejecting Services that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Services. If the Service have been delivered, no refund will be applicable
34. We do not generally deliver services to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for service for delivery outside that area, you may need to pay extra charges
35. If you or your nominee fail, through no fault of ours, to take delivery of the Services, full payment may still be charged

Conformity

36. We have a legal duty to supply the Service in conformity with the Contract, and will not have conformed if it does not meet the obligation set out in the contract.
37. We will supply the Services with reasonable skill and care.
38. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

Duration, termination and suspension

39. The Contract continues as long as it takes us to perform the Services.
40. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
 1. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 1. Is subject to any step towards its bankruptcy or liquidation.
41. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Successors and our sub-contractors

42. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

43. In the event of any failure by a party because of something beyond its reasonable control:
 1. the party will advise the other party as soon as reasonably practicable; and
 1. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).

Excluding liability

44. The Supplier does not exclude liability for (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (e.g. loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer – because we believe you are not buying the Services wholly or mainly for your business, trade, craft or profession.

Governing law, jurisdiction and complaints

45. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
46. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
47. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 working days.

Withdrawal and cancellation

48. You can withdraw the Order by telling us before the Contract is made if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
49. This is a distance contract (as defined below) which has the cancellation rights (Cancellation Rights) set out below. These Cancellation Rights, however, do not apply, to a contract for the following services (with no others) in the following circumstances:
1. accommodation, vehicle rental services, catering or services related to leisure activities, if the contract provides for a specific date or period of performance;
50. Subject as stated in these Terms and Conditions, you can cancel this contract within 12 hours without giving any reason.
51. In a contract for the supply of services, the cancellation period will expire 12 hours from the time the Contract was entered into. In a contract for the supply of services over time (i.e. Moving of Beverages), the right to cancel will be 7 days after the first supply of service.
52. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (e.g. a letter sent by post, fax or email). You can use the attached model cancellation form, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form.
53. You can request cancellation of the Contract via email **enquiries@fastrackservices.co.uk**. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation in a Durable Medium (e.g. by email) without delay.
54. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- Commencement of Services in the cancellation period

55. We must not begin the supply of a service (being part of the Services) before the end of the cancellation period unless you have made an express request for the service.
- Effects of cancellation in the cancellation period

56. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- Payment for Services commenced during the cancellation period

57. Where a service is supplied (being part of the Service) before the end of the cancellation period in response to your express request to do so, you must pay an amount for the supply of the service for the period for which it is supplied, ending with the time when we are informed of your decision to cancel the Contract. This amount is in proportion to what has been supplied in comparison with the full coverage of the Contract. This amount is to be calculated on the basis of the total price agreed in the Contract or if the total price were to be excessive, on the basis of the market value of the service that has been supplied, calculated by comparing prices for equivalent services supplied by other traders. You will bear no cost for the supply of that service, in full or in part, in this cancellation period if that service is not supplied in response to such a request.
58. For the purposes of these Cancellation Rights, these words have the following meanings:

distance contract means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;