

. Introduction

These Terms & Conditions govern all recovery, logistics, transport, storage and related services (“Services”) provided by **Phoenix 365 Group Ltd** (Company No. 16661280), registered at Valley View, Tugby Orchards Business, Wood Lane, Leicestershire, LE7 9WE (“Phoenix”, “we”, “us”).

By requesting or accepting our Services, you (“the Customer”) agree to these Terms & Conditions.

2. Definitions

- **Business Day:** 24/7 365
- **Vehicle:** Any car, van, HGV, motorcycle, trailer, plant or asset handled by Phoenix.
- **Subcontractor:** Any independent operator engaged by Phoenix to deliver Services.

3. Scope of Services

Phoenix will deliver Services with reasonable care and skill. We may adjust methods or timings where required for safety, legal compliance or operational necessity. **Time is not of the essence** unless agreed in writing.

4. Customer Responsibilities

The Customer must:

- Provide accurate job information (location, vehicle condition, hazards).
- Ensure safe access for recovery vehicles and personnel.
- Provide keys, documents or immobiliser codes where required.
- Confirm the vehicle is safe to move unless instructing Phoenix otherwise.

Phoenix is not liable for delays or failures caused by missing or incorrect information.

5. Fees & Additional Charges

Fees are as stated in the quotation. Additional charges may apply for:

- Waiting time
- Aborted or incorrect callouts
- Out-of-hours attendance
- Storage

- Special equipment
- Tolls, fuel, hotels or other expenses

VAT applies at the prevailing rate.

6. Payment Terms

- Payment is due within **30 days** of invoice.
- Late payments incur interest at **5% above Bank of England base rate**.
- Phoenix may suspend Services for non-payment.
- Payments must be made in GBP unless agreed otherwise.

7. Subcontractors & Insurance

Phoenix may use subcontractors or independent recovery operators to deliver Services.

7.1 Independent Contractor Status

All subcontractors operate as **independent contractors**, not employees or agents of Phoenix.

7.2 Subcontractor Insurance

Each subcontractor is fully responsible for maintaining their own insurance, including:

- Motor insurance
- Road risk insurance
- Public liability insurance
- Goods-in-transit insurance (where applicable)

7.3 Liability for Subcontractors

The Customer acknowledges that **Phoenix 365 Group Ltd is not liable** for:

- Any act, omission, negligence or damage caused by a subcontractor
- Any loss, damage or claim arising from subcontractor performance
- Any insurance shortfall or exclusion relating to subcontractor policies

Any claims relating to subcontractor actions must be directed **solely to the subcontractor**.

8. Vehicle Condition, Damage & Risk

Phoenix is not responsible for:

- Pre-existing damage

- Hidden mechanical faults
- Damage caused by vehicle condition (e.g., seized brakes, corrosion)

Movement of heavily damaged, modified or unsafe vehicles is at Customer risk. Phoenix may refuse recovery if unsafe.

9. Evidence & Operational Records

Phoenix uses:

- GPS timestamps
- Photographic evidence
- Telematics
- Apex RMS logs

These records are accepted as proof of attendance, completion and job status.

10. Liability

Phoenix's total liability is limited to the total Fees paid under the Contract.

Phoenix is not liable for:

- Loss of use of vehicle
- Loss of business or revenue
- Missed deliveries or appointments
- Consequential or indirect losses

Nothing limits liability for death, personal injury or fraud.

11. Data Protection

Phoenix may process limited personal data to deliver Services. Phoenix acts as a Data Processor; the Customer is the Data Controller. Processing is limited to what is necessary. Our Data Protection Policy is available on request.

12. Force Majeure

Neither party is liable for events beyond reasonable control (weather, strikes, war, etc.). Either party may terminate after 90 days of continuous disruption.

13. Termination

Phoenix may terminate immediately if the Customer:

- Fails to pay

- Breaches obligations
- Enters insolvency proceedings

14. Communications

Notices must be in writing and sent to the most recent known address or email.

15. Governing Law

These Terms & Conditions are governed by the laws of England & Wales. All disputes are subject to the exclusive jurisdiction of the English courts.