



TERMS AND CONDITIONS OF USE

Effective: 30th September 2024

VBS@GWRR.CO.UK IS A SITE OPERATED BY FREIGHTLINER LIMITED. ("COMPANY" "US", OR "WE"). WE ARE REGISTERED IN ENGLAND AND WALES UNDER COMPANY NUMBER 3118392 AND HAVE A REGISTERED OFFICE AT 6th FLOOR, THE LEWIS BUILDING, 35 BULL STREET, BIRMINGHAM, UNITED KINGDOM, B4 6EQ.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE OR ANY SERVICES OFFERED HEREIN.

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AGREEMENT TO ACCESS THE VBS SYSTEM

1. The service comprises an automated system for commercial vehicles wishing to book an arrival appointment at Freightliner terminals (the "Service").
2. The tariff for VBS and details of how VBS will operate will be published via communication and upon application to the VBS Helpdesk, and both may be revised by Freightliner from time to time.
3. To fully use all features of this Website, you must register. Registration requires a valid email address.
4. The service fees and penalty fees are subject to revision by Freightliner and the tariff will be subject to review.
5. You must ensure that both the VBS registration and payment forms are signed and complete. You agree to indemnify the Company for all costs, liabilities and losses incurred by the Company as a result of the customer failing to comply with this requirement.
6. Appointment, late cancellations and missed appointments will incur a fee as set out in the FAQ's section.
7. An invoice will be generated for fees identified. Payment terms are 14 days after receipt of invoice. Transactions will be invoiced on a weekly basis.
8. Payments will be made via the Advent EModal application. All sums are inclusive of VAT where applicable or other applicable sales tax.
9. Helpdesk support from Freightliner is available on VBShelp@gwrr.co.uk
10. All business is transacted subject to Freightliner's Terms of Use. A copy of these conditions is attached hereto, and may be updated from time to time.
11. By submitting the application form to use the Service, and by using this service, you confirm that you have received and read the Terms of Use and the agreement to access to the VBS system and that you accept the terms thereof.



1. Changes to Terms of Use

We may modify these Terms of Use at any time, without notice, by updating this page. Every time you wish to use this site, please check these terms to ensure that you understand the terms that apply at that time. Your continued use of this Website following the posting of changes will indicate your acceptance of those changes. We may terminate your access to the Website at any time if you do not adhere to these Terms of Use.

2. Copyright and Restrictions on Use

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- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree to not:

- Use the Website in any way that violates any applicable law or regulation (including, without limitation, any local laws regarding the export of data or software).
- Engage in any conduct that restricts or inhibits any other party's use or enjoyment of the Website, or which, as determined by us, may harm us, our customers or users of the Website or expose them to liability.
- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any page-scrape, robot, spider or other automatic device, process, algorithm, program or methodology to access the Website for any purpose, including monitoring or copying any of the Material.
- Use any manual process to monitor or copy any of the Material or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Otherwise attempt to interfere with the proper working of the Website.
- Reverse engineer, disassemble or decompile any software contained on or accessed through the Website.



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5. Charges and expenses

Unless otherwise agreed in writing, all charges shall be paid, within 14 days of the invoice date.

You shall pay in cash by Direct Debit or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counter-claim, abatement or set-off.

Where any invoice or part thereof remains unpaid after the due date, interest shall accrue on the outstanding balance from day to day and shall be calculated at 5% above the base rate of the Bank of England.

Notwithstanding any agreement by the Company to collect charges from any person other than you, you shall remain liable to the Company for payment of all charges when due.

The granting of any credit by the Company (including any credit terms shown on any invoice or the credit terms applied by Clause 5 hereof) shall be at the absolute discretion of the Company. The Company may, in its absolute discretion, require you to make payment in full or in part immediately upon presentation of an invoice whether this be before or after the Services have been provided.

If you fail to make any payment on the due date or if you become insolvent or go into liquidation, either compulsory or voluntary (save for the purposes of reconstruction or amalgamation), or if an administrator, administrative receiver or receiver is appointed in respect of you and/or the whole or part of the your assets, or if you make any assignment for the benefit of, or composition with its creditors generally or is subject to an equivalent or analogous insolvency event in any jurisdiction, then:

(i) all and any sums owed by you to the Company shall become immediately payable, whether or not such sums are subject to a credit agreement (which shall, for the avoidance of doubt, include the payment terms shown on the Company's invoices and any credit terms applied by Clause 5 hereof); and

(ii) The Company may, without prejudice to any other right or remedy available to it, delay or withhold Services, refuse to provide Services or cancel any or all orders for Services with you.



6. Disclaimers

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Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, attacks by hackers and other problems ("E-Problems"). We have taken reasonable steps so that E-Problems will not materially affect our business, but do not guarantee that our Website is immune to E-Problems. It is your responsibility to protect yourself from E-Problems. Steps you may consider taking to mitigate the vulnerability of your computer system to E-Problems include using firewalls, password protection, and anti-virus programs.

COMPANY WILL USE THE WEBSITE TO SEND USER INFORMATION, PRESS RELEASES, SERVICE UPDATES, TECHNICAL INFORMATION, AND OTHER INFORMATION.

7. Limitation on Liability

IN NO EVENT SHALL COMPANY, ITS SUPPLIERS AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR INCOME, OR LOSS OF USE OF EQUIPMENT, SOFTWARE OR DATA) RELATED TO OR THAT RESULT FROM:

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(C) ANY GOODS OR SERVICES ADVERTISED ON, OR LINKED TO, THIS WEBSITE, EVEN IF COMPANY OR ITS SUPPLIERS OR AFFILIATES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, ACTED NEGLIGENTLY OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

8. Restriction, Suspension and Termination

If Company determines, in its sole discretion, that you are using or have used any portion of the Website or the Materials in a manner inconsistent with any of these Terms of Use, Company shall have the right to take appropriate action without prior



notice to you including, without limitation, the following: (a) remove any material you have submitted; (b) limit, restrict, suspend and/or terminate your access to, and use of, the Website, Materials or any portion thereof; and (c) seek any remedies available at law or in equity.

9. Privacy Policy

By signing up to use the Service, and proceeding to use the Service, you agree that we may proceed your personal data in accordance with our Privacy Policy. Any collection or use of personally identifiable information collected from you via this Website is governed by our Privacy Policy, located at [Privacy Statement](#) which forms a part of these Terms of Use.

10. You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

You shall bear the risk of misuse of any passwords, security devices or other means of access used to obtain connection to the customer's VBS account.

You shall be responsible for the safe keeping of any data, figures, passwords or other information of any nature entered within the VBS system or any other computer or operating system used or operated by or on behalf of the Company or any other party and supplied to you, its agents or employees which might be used to demand or otherwise facilitate the use of the Services by the Company. If the Company releases or allows the release of the Services to a party who uses correct data, figures, passwords or other information as entered within the VBS or such other computer or operating system, the Company shall be under no liability whatsoever for such release unless it can be shown that the Company was negligent in disclosing the data, figures, passwords or other information or in releasing the Services without proper production of such data, figures passwords or other information. The burden of proving that the Company was negligent in the disclosure or release shall rest with you.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at vbshelp@gwrr.co.uk or call 0330169100.

11. Entire Agreement and Amendment

These Terms of Use, including the Privacy Policy, constitute the entire agreement between Company and you with respect to the subject matter hereof. Any and all portions of the Terms of Use may be modified, amended, changed, added, or removed at any time and from time to time at the sole discretion of the Company.

12. Waiver

No failure or delay on the part of Company to exercise any right, power or remedy under these Terms of Use shall operate as a waiver; nor shall any single or partial exercise by Company of any right, power or remedy under these Terms of Use preclude any other or further exercise of any right, power or remedy.



13. Severability

The provisions of these Terms of Use are intended to be severable. If for any reason any provision of these Terms of Use is held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

14. Governing Law, Venue and Dispute Resolution

These Terms of Use, including all disclaimers and exclusions, shall be interpreted, construed and enforced in accordance with, and the rights of the parties shall be governed by, English law. In accepting these Terms both parties agree to the exclusive jurisdiction of the courts of England and Wales.