



## **Terms & Conditions of Trading**

### **1. DEFINITIONS AND INTERPRETATION**

**“Account”** means a Customer account which has been opened by G&D Transport LTD in respect of a particular Customer and which is identified by way of a confidential security number (the **“Customer Account Number”**) allocated to the Customer and under which G&D Transport Services LTD extends credit terms to the Customer enabling such Customer to pay on a periodic basis, based on statements of account provided by G&D Transport Services LTD (or as otherwise agreed under the Account agreement) and which may be designated as an Account.

**“Account Booking”** means a Booking that is:

- (i) made through an Account; and
- (ii) fulfilled by G&D Transport Services LTD

**“G&D Transport Services LTD”** means G&D Transport Services LTD Limited incorporated and registered in England and Wales with company number 10407481 whose registered office is at The Bungalow, Bow St., Gt. Ellingham, NR17 1JB (or such of its subsidiaries or associated companies which provides Services to Customers under these Terms).

**“G&D Transport Services LTD Cancellation Fee”** means the sums payable by a Customer for the cancellation of a Passenger Services Booking by the Customer as set out in, and in accordance with, Clause 3.1.3 below.

**“Airport Booking”** means a Booking made to or from any airports in the UK mainland.

**“Booking”** means a booking made by a Customer for Services, howsoever communicated to us, as evidenced by our records.

**“Business Day”** means a day (excluding Saturdays, Sundays and public holidays) which is also a day on which clearing banks in the City of London are open for the conduct of sterling banking business.

**“Card Payment”** means payment in relation to a Booking by any means other than by cash or cheque or direct debit, including but not limited to credit card, debit card, Apple Pay and PayPal payments;

**“Central London”** means the areas defined as Zone 1 and Zone 2 for the London Underground as varied from time to time by Transport for London.

**“Charges”** means the charges: (i) communicated to the person making the Booking; or (ii) for certain Account Bookings, the price calculated in accordance with charge rates agreed between G&D Transport Services LTD and the Customer (in each case as applicable).

**“Christmas Period”** means between 18:00 hours on 24 December to 23:59 hours on 26 December, in any year, and from 18:00 hours on 31 December to 23:59 on 1 January, in any year.

**“Collection Address”** means the address stated by the Customer at the time of making the Booking as the address from which the Vehicle shall collect the Customer, any Passengers or the Goods.

**“Contract”** means a contract, which includes journey details, for the provision of Services to Customers in respect of either: (i) Account Bookings (where the Customer contracts with G&D Transport Services LTD); (ii) Non-Account Bookings (where G&D Transport Services LTD acts as a disclosed agent of the Driver to arrange the Services and the Customer contracts directly with the Driver as principal); in each case on the terms and conditions (as may vary from time to time) notified to the Customer either at the time of making the Booking or as part of the process of opening an Account. Each such Contract shall incorporate these Terms.

**“Customer”** and **“You”** means any person(s), firm or company which books Services.

**“Destination Address”** means the address stated by the Customer at the time of making the Booking as the address to which the Vehicle shall deliver the Customer, any Passengers or the Goods.

**“Driver”** means any person who drives a Passenger Vehicle or Courier Vehicle.

**“Goods”** means any goods transported by us pursuant to a Contract.

**“Minors”** mean children of less than 14 years of age.

**“Non-Account Booking”** means a Booking that is:

- (i) not made through an Account; and
- (ii) arranged by G&D Transport Services LTD

where the Customer elects to pay by bank transfer or Card Payment.

**“Passenger(s)”** means the Customer and such persons who the Customer shall authorise and/or permit to make use of the Passenger Services by travelling in a Passenger Vehicle. By agreeing to or using the Services, each Passenger agrees to be bound by these Terms.

**“Passenger Services”** means the transportation of Passengers (together with any applicable luggage or bicycle) by a Passenger Vehicle.

**“Passenger Vehicle”** means any vehicle used for the carriage of Passengers.

**“Restricted Street”** means any location subject to any parking law or regulation prohibiting any Vehicle waiting during prescribed hours.

**“Services”** means: (i) Passenger Services; and (ii) any other services agreed in writing between us and the Customer from time to time.

**“Terms”** means these terms and conditions, as amended from time to time.

**“Vehicle”** means a Passenger Vehicle.

**“Waiting Time Charge”** means £30 per hour payable in one minute increments.

**“We”, “we”, “Our”, “our”, “Us” and “us”** means: (i) in relation to Account Bookings, G&D Transport Services LTD; (ii) in relation to Non-Account Bookings, the Driver performing the Services.

**“Writing” and “Written”** means any written communication including email and SMS.

**“Zone 1”** means a postcode which is up to 9 miles as the crow flies from WC2.

**“Zone 2”** means a postcode which is 9 miles or more as the crow flies from WC2.

## 2. BOOKING TYPES

### 2.1 Account Bookings

2.1.1 Prior to making any Account Booking, the Customer must first open an Account with G&D Transport Services LTD. The Customer must keep its dedicated and secret Customer Account Number confidential.

2.1.2 When making any Account Booking, the Customer must quote its Customer Account Number. If the Customer fails to do so, we shall not be obliged to perform the Booking and may, at our discretion, treat the Booking as a Non-Account Booking.

2.1.3 We shall be entitled to treat any Account Booking made quoting the confidential Customer Account Number as duly authorised by the Customer and the Customer shall be liable in respect of all Charges relating thereto.

2.1.4 In consideration of performance of Services in relation to Account Bookings, the Customer shall pay the Charges, the Priority Fee and any applicable VAT (without set off or deduction), as invoiced by G&D Transport Services LTD, within 30 days (or such shorter period as we in our absolute discretion notify to you) of the date of an invoice (the **“Due Date”**).

2.1.5 Payment shall be made by bank transfer (which is G&D Transport Services LTD's preference) or alternatively by debit/credit card or BACS to such bank account as we shall notify the Customer.

2.1.6 We shall invoice the Customer each month in respect of Services performed in relation to Account Bookings during the previous month or at such other intervals as may be agreed by the parties in writing. Each invoice will be accompanied by a statement detailing the Services invoiced and any discounts applied.

2.1.7 In the event of non-payment of any Charges by the Due Date, we shall be entitled to charge and the Customer shall pay interest at a rate of 8% per annum on any amount outstanding until payment is made, both before and after any judgement.

2.1.8 We may, at any time, set a limit on the total credit given to any Customer at any one time and we shall not be obliged to perform Account Bookings once that limit has been reached. Any such limit shall be notified to the Customer in writing by us.

2.1.9 Any dispute in respect of the Charges shall be submitted, in writing, within 14 days of receipt by the Customer of the relevant invoice.

2.1.10 When an Account is terminated, by any means whatsoever, the Customer shall pay to us all outstanding Charges which are owed to us as at the date of termination.

2.1.11 In respect of an Account Booking, Customer contracts with G&D Transport Services LTD for Services.

## **2.2 Non-Account Bookings**

2.2.1 In the case of Non-Account Bookings, we act as the disclosed agent of the Driver for the purpose of arranging and agreeing Non-Account Bookings between the Driver and the relevant Customer. This means that the Driver enters into a Contract as principal with the relevant Customer on, and subject to, these Terms.

2.2.2 In consideration of the provision of Services in relation to Non-Account Bookings, the Customer must pay for the Services either directly to the Driver by way of Card Payment, which will be processed by a third-party payment processor on the Driver's behalf. Where applicable, VAT (where chargeable depending on the individual VAT status of the Driver) may be added to such Charges.

2.2.3 In respect of Card Payments, we will issue the Customer with an email confirmation/receipt for the booked journey amount quoted by us after the end of the journey. If any additional charges fall due by the Customer in accordance with these Terms, we will send to the Customer a final receipt within 1-2 days of the relevant journey, detailing all such additional charges. Such final receipt shall replace the earlier confirmation. In the event that there are no such additional charges, the original confirmation shall serve as the Customer's receipt.

## **3. PASSENGER SERVICES**

### **3.1 Passenger Services – Fees and Charges**

3.1.1 The price quoted to the Customer at the time of making the Booking shall be calculated on the journey specified by the Customer at the time of Booking (the “**Quoted Journey**”). The price quoted by us shall be based upon our chosen route between the Collection Address and the Destination Address (via any other pick-up points or drop-off points stated by the Customer at the time of making the Booking). Where specific charge rates have been agreed by G&D Transport Services LTD for Account Bookings, the price quoted for Account Bookings will be in accordance with such rates. These will not normally be communicated to persons making an Account Booking unless the Customer requires it.

3.1.2 No charges shall apply to a Passenger Vehicle Booking which You cancel within 5 mins of a Passenger Vehicle being allocated to Your Booking, SAVE THAT in the case of each of an Account Booking and Non-Account Booking for Passenger Vehicle Services you may cancel at any time without charge if (i) for an “as soon as possible” Passenger Vehicle Booking the driver would have taken more than 5 minutes longer to arrive at the Collection Address than originally quoted; or (ii) in the case of a pre-ordered Booking the Driver would have arrived at the Collection Address more than 5 minutes later than the pre-booked arrival time. Save as expressly set out above in this clause 3.1.3, the following G&D Transport Services LTD Cancellation Charges shall apply to all Account Bookings and Non-Account Bookings:

3.1.3 In relation to the collection of any Passenger(s) for an Airport Booking, we will allow 30 and 15 minutes waiting time starting from the last known estimated arrival time of an inbound international flight and a domestic flight respectively. We reserve the right to charge the Customer a Waiting Time Charge which shall, for the avoidance of doubt, include the first 15 or 30 minutes (as the case may be) waiting time. For the purposes of this clause the “last known estimated arrival time” will either be: (i) if the Customer provides a flight number at the time of making the Airport Booking, we will monitor the relevant flight and alter the collection time accordingly; or (ii) if the Customer does not provide a flight number, the time which has been specified by the Customer for the Airport Booking. For all Airport Bookings other than on-demand Airport Bookings, the Customer may specify a collection time at any time after the flight arrival time, after which specified time the 15 or 30 minutes (as the case may be) waiting time shall commence. After expiry of the 15 or 30 minutes (as the case may be) waiting time, we reserve the right to charge the Customer an applicable Waiting Time Charge.

3.1.4 Subject to Clauses 3.1.4 above and 6.8 below, the first five (5) minutes of waiting time after arrival at the Collection Address:

(i) at the arrival time for an on-demand Booking; or

(ii) at the specified time for a pre-booked Booking

shall be free of charge. From the sixth (6<sup>th</sup>) minute of waiting time the Waiting Time Charge shall be due and payable by the Customer. For the avoidance of doubt, in respect of all Passenger Vehicle Bookings, unless expressly specified in these terms to the contrary, the Customer shall not be entitled to free of charge loading/unloading time beyond the waiting time set out in this Clause 3.1.5.

3.1.5 In the event that the Customer or any Passenger (other than an unaccompanied Minor) requires us at the beginning of or during the course of the Quoted Journey to make any additional or alternative pick-up(s) or collection(s) of Passenger(s) or to drop off Passengers at any locations other than as specified in the Quoted Journey or to take any variation from the Quoted Journey or follow a route other than our chosen route, additional Charges may be applied by us. Any Passenger (other than an unaccompanied Minor) may amend the Quoted Journey by providing clear instructions to the Driver. We may (but we are not required to) obtain consent from the Customer for such amendment prior to agreeing the amending instructions.

3.1.6 We reserve the right to charge the Customer a surcharge for all journeys made during the Christmas Period, such surcharge will be communicated to the person making the relevant Booking.

3.1.7 Customers must inform us at the time of making a Booking if the Customer or any Passenger wishes for us to transport a bicycle in any Passenger Vehicle, and our rates for transporting a bicycle shall be applicable to the Booking. The Customer acknowledges that only some of our Vehicles have been allocated, and/or equipped, to carry bicycles. We reserve the right to cancel a Booking on arrival at the Collection Address if we have not been informed of the Customer's requirement to carry a bicycle in the Passenger Vehicle.

3.1.8 In the event that the Customer did not inform us at the time of making a Booking that the Customer or any Passenger wishes for us to transport a bicycle, the driver may in his absolute discretion decide to:

(a) cancel the Booking, in accordance with clause 3.1.10 above; or

(b) transport the Passenger with the bicycle (provided that the Vehicle is capable of, and is equipped to, transport the bicycle); or

(c) refuse to transport the bicycle and offer to transport the Passenger only; or

(d) refuse to transport the bicycle and offer to make arrangements for another one of our Vehicles to transport the Passenger and the bicycle.

3.1.9 In the circumstances set out:

(a) in clause 3.1.8(a) above, an G&D Transport Services LTD Cancellation Fee shall be payable by the Customer;

(b) in clause 3.1.8(b) above, additional charges shall be payable by the Customer for the carriage of the bicycle;

(c) in clause 3.1.8(c) above, if the Passenger declines to use the Vehicle without the bicycle, a G&D Transport Services LTD Cancellation Fee shall be payable by the Customer; and

(d) in clause 3.1.8(d) above, the Customer shall be deemed to have (i) cancelled the original Booking and a G&D Transport Services LTD Cancellation Fee shall be

payable; and (ii) made a new Booking for the carriage of the Passenger and the bicycle.

## **3.2 Passenger Services – General**

3.2.1 We shall use reasonable endeavours to provide a Passenger Vehicle which is in good working order and of the type specified by the Customer (and in the event that such a Vehicle is not available, a reasonable alternative vehicle) within any time for so doing given by us or within a reasonable time.

3.2.2 Customers must inform us at the time of making a booking if the Customer or any Passenger wishes to carry any domestic animals in any Passenger Vehicle. All domestic animals must be carried in a suitable locked box or cage, if appropriate and/or be suitably restrained. We reserve the right to cancel a Booking on arrival at the Collection Address if we have not been informed of the Customer's requirement to carry an animal in the Passenger Vehicle, and to charge the Customer the relevant cancellation fee under these Terms. Guide dogs are exempt from this requirement and are permitted to be carried in any Passenger Vehicle.

3.2.3 Passengers are not permitted to smoke in any Passenger Vehicle (including using Electronic cigarettes).

3.2.4 Passengers shall not play any musical instrument or broadcast recorded music in any Passenger Vehicle except with our written permission.

3.2.5 Passengers shall not consume alcohol in any Passenger Vehicle and we and the Driver reserve the right to decline carriage to any Passenger and/or require a Passenger to alight from a Passenger Vehicle who, in our opinion, is intoxicated.

3.2.6 The transportation of luggage in a Passenger Vehicle shall be permitted at our absolute discretion. Passengers shall remain responsible at all times for their luggage. Subject to clause 3.2.7, we may assist the Customer with the loading and unloading of his/her luggage and/or bicycle from the Passenger Vehicle, at our sole discretion.

3.2.7 We do not accept any responsibility for the loss of or damage to any luggage which is transported in a Passenger Vehicle. We accept loss or damage of a bicycle only in the event of an accident caused by the fault of the driver. We accept no liability for any loss or damage caused to a bicycle under any other circumstance. The Customer acknowledges and accepts that any luggage and/or bicycle stored in the Passenger Vehicle may move around during the journey and accordingly the Customer (and any Passengers) should take extra care when opening the luggage compartment of the Passenger Vehicle.

3.2.8 Passengers are required to comply with current customs laws and regulations and we shall not be responsible for any delays caused by any failure to comply with the same.

3.2.9 All Passengers are required to use seatbelts at all times.

3.2.10 We will not allow unaccompanied Minors of less than 11 years of age to travel alone in a Passenger Vehicle. In exceptional circumstances and subject to the parent/guardian's consent we may allow Minors over the age of 11 to travel unaccompanied. When making a Booking for any unaccompanied Minor the Customer must inform us that an unaccompanied Minor will be travelling. We do not accept any additional responsibility for any Minor who travels unaccompanied in a Passenger Vehicle.

3.2.11 We reserve the right to refuse to transport or cease to transport any Passenger who behaves in a disorderly, inappropriate (including excessive physical contact or display), threatening or abusive manner or who, in our absolute discretion, we consider a nuisance or a danger to our employees, agents, subcontractors or to fellow Passengers and may require such a Passenger to alight from a Passenger Vehicle and the Customer may be charged an G&D Transport Services LTD Cancellation Fee. We are committed to providing Services in accordance with the Equality Act 2010. We may assist any Passenger who is not capable of boarding and alighting a Passenger Vehicle unaided, at our sole discretion but at the Passenger's risk.

3.2.12 We may charge reasonable repair or cleaning charges plus £90 representing loss of earnings for the Driver in the event of spillages in or in the event that any Passenger vomits in or otherwise soils, contaminates or damages a Passenger Vehicle.

3.2.13 We shall not be responsible for any property left by Passengers in any Passenger Vehicle. Where property is found in a Passenger Vehicle it will be stored by us for a period of 28 days and thereafter we shall be entitled to return, sell, destroy or otherwise dispose of such property as we, in its absolute discretion, see fit.

3.2.14 The maximum number of bicycles that may be transported in any one Passenger Vehicle shall be one (1).

#### 4. GENERAL

***Please note that clause 6 applies to all Passenger Services, whether performed in relation to Account Bookings or Non-Account Bookings.***

4.1 These Terms shall be incorporated in and form part of all Contracts for the provision of the Services. Bookings can be made by telephone. The media by which you are able to make a Booking constitute an invitation to treat and your Booking constitutes an offer to Contract for Services which G&D Transport Services LTD can accept (thereby creating a legally binding Contract incorporating these Terms):

(i) in relation to Account Bookings, by issuing to you a Booking acceptance (in such form as we may determine from time to time); and

(ii) in relation to Non-Account Bookings, by the Driver accepting allocation of the Non-Account Booking and proceeding towards the Collection Address.

4.2 By accepting these Terms, you are also accepting the terms of our privacy policy, which can be found at ([G&D ONLINE PRIVACY POLICY](#)). Our privacy policy sets out



details of how we use the personal information you provide to us. We only use your personal information in accordance with our privacy policy.

4.3 Each party acknowledges that it is not relying on any statements, warranties or representations given or made by the other whether actual or implied by common law or under statute in relation to the subject matter of any Contract and that it shall have no rights or remedies with respect to such subject matter otherwise than under the relevant Contract.

4.4 We shall be entitled to vary the Price List from time to time.

4.5 We shall be entitled to exercise a lien over any Goods or property belonging to any Passenger until we receive full payment of any Charges due to us.

4.6 We may, in our absolute discretion, decline to accept any Booking.

4.7 Any dates, periods or times specified by us in connection with the performance of the Services are estimates only and time shall not be of the essence for the performance by us of our obligations under the Contract. We make no warranty that any Passenger or Goods or property shall be delivered within the Customer's stipulated time period (if any) and/or within any time period stated by us unless express reference is made to this clause 6.7 and agreed in writing by a director of G&D Transport Services LTD.

4.8 Passenger(s) and any luggage and bicycle and any personal items and all Goods shall be ready for collection at the time stipulated by the Customer when the Booking is made. Where the Collection Address is in a Restricted Street we will allow 2 minutes for loading. In respect of Restricted Street collections only, and in the event that all booked Passenger(s), and their luggage, have not boarded the Passenger Vehicle and all Goods have not been loaded on to the Courier Vehicle as the case may be within 2 minutes of the later of: (i) the arrival of the Passenger Vehicle or Courier Services vehicle at the Collection Address; and (ii) the booked time for collection, we reserve the right to charge the Customer a Waiting Time Charge which will, for the avoidance of doubt, not include the first 2 minutes). Furthermore where the Collection Address is in a Restricted Street the Driver shall be entitled to leave the Collection Address and we shall endeavour to arrange with the Customer a revised collection time or location. If revised collection details cannot be agreed with the Customer we may treat the Booking as having been cancelled and charge a G&D Transport Services LTD Cancellation Fee. In respect of Courier Services only where neither the Collection Address nor Destination Address is a Restricted Street, we will allow 5 minutes for loading at the Collection Address and 5 minutes for unloading at the Destination Address, making an aggregate of 10 minutes, based on:

(i) the later of the arrival of the Courier Services vehicle at the Collection Address; or the booked time for collection; and

(ii) the arrival time at the Destination Address

Where all Goods are not loaded at the Collection Address and unloaded at the Destination Address within the aggregate of 10 minutes as set out in this clause 6.8

above, we reserve the right to charge the Customer a Waiting Time Charge, which will, for the avoidance of doubt, commence after the expiry of the abovementioned aggregate of 10 minutes.

4.9 No delay or omission by either party in exercising in whole or in part any right, power or remedy provided by law or under the Contract shall affect that right, power or remedy; or operate as a waiver of it.

4.10 The Customer agrees to indemnify and keep us fully indemnified from and against any direct and indirect losses, claims, expenses, damages or liability whatsoever incurred or suffered by us as a result of the negligence, acts or omissions or default under the Contract by the Customer, or its employees, agents or subcontractors or any Passengers.

4.11 The Customer shall be liable for any damage caused by Passengers to any Passenger Vehicle.

4.12 Subject to the following provisions of this clause 6, except in respect of death or personal injury caused by our negligence, or that of our servants or agents, our liability to the Customer for loss and/or damage caused by the negligence of us and/or our servants or agents, or otherwise which arises out of or in connection with the provision of the Services or their use by the Customer shall be limited as follows:

4.12.1 in relation to the Services, our liability shall not exceed £150;

4.12.2 in the case of lost or damaged Goods (including where relevant luggage of Customers travelling in Passenger Vehicles), our liability shall not exceed £150 unless the Customer has notified us that the Goods have a value in excess of £150 and we have agreed in writing to be responsible for the repair or replacement of the Goods up to a greater value and the Customer shall indemnify us against any Passenger claiming sums in excess of such limits.

4.13 To the extent permitted by law, we shall not be liable in any way whatsoever for the acts or omissions of any sub-contractors to whom we sub-contract the Services. We shall use our reasonable endeavours to ensure that we only sub-contract the Services to such third parties that have at least the minimum insurance cover required in the third party's country of operation. If we are aware that a third party does not have a level of insurance coverage which we would expect, we reserve the right to request that the Customer signs a standard form disclaimer and acknowledgement in respect of the same.

4.14 We shall not be liable to the Customer for any loss or damage to property arising in the course of delivering, loading or unloading of Goods or Passenger's luggage or bicycle or personal effects.

4.15 We shall not be liable to the Customer for any loss of anticipated savings, business revenues, loss of agreements, loss of opportunity or loss of business or profits whether categorised as direct or indirect or any indirect, special or consequential loss (including losses arising from business interruption, wasted

management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business).

4.16 We shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing any of our obligations under the Contract.

4.17 We shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any failure to perform any of our obligations under the Contract if the delay or failure was due to any circumstances or cause beyond our reasonable control.

4.18 We shall, in no event, have any liability in respect of any claim, howsoever arising, that is not notified to us by the Customer, in writing, with sufficient particularity, to identify the nature and the quantum of the claim within fourteen (14) days of the occurrence of the circumstances giving rise to the claim.

4.19 The Customer acknowledges that the limitations on our liability as set out in this clause 6 are fair and reasonable in the circumstances and have been taken into account and reflected in the level of the Charges.

4.20 Any complaints relating to the Services shall be addressed to us and made in writing within 14 days of the event giving rise to the complaint.

4.21 Termination of a Contract shall be without prejudice to any rights and/or obligations of us and/or the Customer accruing prior to the date of such termination.

4.22 Any notice required or permitted to be given by either party to the other under these Terms, shall be in writing and may be given personally or sent by email or by prepaid registered post to the other party (and in the case of Drivers or Fulfilment Partners, to the offices of G&D Transport Services LTD) at its registered office or principal place or business or such other address as may at the relevant time have been notified as that party's address for service. Any notice served by email shall be deemed delivered immediately and by registered post shall be deemed served forty-eight (48) hours after posting to an address in the United Kingdom or five (5) Business Days after posting to an address outside the United Kingdom. In proving the service of any notice, it will be sufficient to prove, in the case of a registered post letter to provide proof of delivery.

4.23 A person who is not a party to any Contract shall not have any rights under or in connection with it.

4.24 We reserve the right to subcontract or delegate in any manner any or all of our obligations under any Contract to any third party or agent.

4.25 If any provision of these Terms, which is not of a fundamental nature, is held by any court or other competent authority to be invalid or unenforceable in whole or in part, such part, term or provision shall be deemed deleted from these Terms and the remainder shall not be affected. Should the foregoing apply the parties shall use all reasonable endeavours to agree upon any lawful and reasonable changes to these

Terms which may be necessary in order, as close as possible, to give effect to the commercial intent of these Terms.

4.26 We reserve the right to amend these Terms. Notice of amendments to these Terms shall be posted on G&D Transport Services LTD's website.

4.27 These Terms shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the Courts of England.