

## Customer Terms & Conditions

**Premier Courier Service** (hereinafter referred to as “the Carrier”) is not a common carrier and accepts goods for carriage only upon that condition and the Conditions set out below. No employee or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a duly authorised person. If any part of these Conditions is incompatible with applicable legislation, such part shall, as regards the Contract, be overridden to that extent and no further.

### 1. Definitions

“**Account**” means a Customer account registered with the Carrier containing Customer-specific information, including but not limited to a Customer’s name, contact information, payment card details and Booking history.

“**Account Booking**” means a Booking made by a Customer with an Account.

“**Booking**” means a booking for the carriage of a Consignment placed by a Customer with the Carrier via telephone, email, facsimile, Online or the App.

“**Carrier**” means Premier Courier Service Ltd

“**Conditions**” means these conditions of carriage, which shall apply to the contract of carriage between the Customer and the Carrier.

“**Contract**” means the contract of carriage between the Customer and the Carrier.

“**Consignee**” means the person or company to whom the Carrier contracts to deliver the Consignment to.

“**Consignment**” means goods, whether a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages or containers sent at one time in one load by or for the Customer to the Consignee from one address to another address.

“**Customer**” means the person, firm or company who contracts for the services of the Carrier.

“**Dangerous Goods**” means dangerous goods as defined in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) as revised or reissued from time to time.

“**Delivery Address**” means the address for delivery of the Consignment notified to the Courier at the time of booking.

“**Excluded Goods**” means goods which may be carried by the Carrier pursuant to clause 6 which shall include, without limitation, precious stones, precious metals, watches, jewellery, glass, furs, china, art, antiques, prescription drugs, fragile and perishable goods, money, vouchers, travellers cheques, bearer bonds, bills of exchange, promissory notes, stamps, photographs, documents of title to property, bank, credit, pre-pay or other store cards with a cash equivalent value, spirits, tobacco and cigarettes and any other goods which the Carrier may at its sole discretion deem to be valuable.

“**Force Majeure Event**” shall have the meaning set out in Condition 14(3)(b)

“**Non-Account Booking**” means a Booking made by a Customer without an Account.

“**Online**” means Bookings and Booking enquiries made by the Customer Online via the Website.

“**Prohibited Items**” shall have the meaning ascribed to it in clause 7.

“**Website**” means the Carrier’s website located at [www.premiercourierservice.co.uk](http://www.premiercourierservice.co.uk)

### 2. General

These conditions shall:

- 2.1 apply to and be incorporated into the contract between the Customer and the Carrier; The Carrier provides an all-encompassing Consignment service to the Customer, which can include but is not limited to the carriage of Consignments, a booking service, account management support, tracking of deliveries, reporting of deliveries, as well as other features agreed between the Carrier and its Customer from time to time.
- 2.2 The Customer’s purchase order, or the Customer’s acceptance of a quotation for services by the Carrier, constitutes an offer by the Customer to purchase the services specified in it on these No offer placed by the Customer shall be accepted by the Carrier other than:
  - (i) by a written or verbal acknowledgement of the quote issued by the Carrier; or
  - (ii) (if earlier) by the Carrier starting to provide services when a contract for the supply and purchase of those services on these Conditions will be established. The Customer’s standard terms and conditions (if any) attached to, enclosed with, or referred to in any purchase order or other document shall not prevail.

### 3. Consignment

- 3.1 Each booking by the Customer shall be submitted by the Customer to the Carrier by telephone or email.
- 3.2 The Carrier shall provide a quotation for the delivery of the Consignment; such a quotation shall be valid for a period of 7 days or such other period as the Carrier may specify.
- 3.3 The Carrier reserves the right to refuse to accept any bookings.
- 3.4 The contract between the Customer and Carrier in respect of a Booking (the “**Contract**”) will be formed when the Carrier confirms receipt of that Booking. Customers should note that their Booking will not have been accepted by the Carrier until the time of such confirmation.
- 3.5 Unless agreed otherwise by the Carrier, the Consignment shall only be delivered to the address specified by the Customer at the time of Booking and the Carrier reserves its right to vary its charges by written notice to the Customer following any variation of the delivery address by the Customer.

- 3.6 All quotations for the Carrier's charges are calculated in accordance with the length of the journey for the shipment, the dimensions and gross weight of the Consignment and the type of Consignment service specified in the Booking. The Carrier offers a range of Consignment services including, without limitation, same day, overnight and European deliveries.
- 3.7 Additional charges (including, without limitation, time charges for waiting and/or loading) may be imposed by the Carrier (and the Customer shall pay such charges in accordance with clause 13 below) if the Carrier is prevented from performing its obligations under these Conditions by reason of the acts and/or omissions of the Customer.
- 3.8 The services supplied shall continue to be supplied until the Consignment is delivered to the delivery address or the agreement is terminated.
- 3.9 If the Customer requires additional services over and above the Carrier's standard carriage of Consignments, the Customer should contact the Carrier to discuss this. Whilst the Carrier will take reasonable steps to fulfil the Customer's additional requirements if the additional services involve supervision, direction or control as to the manner in which the Carrier's services are performed the Customer must contact the Carrier in advance as the Customer may be required to agree additional charges in advance with the Carrier.

#### 4. Parties

- 4.1 The Customer warrants that he is either the owner of the Consignment or is authorised by such owner to accept these Conditions on such owner's behalf.
- 4.2 The Carrier, and any other carrier employed by the Carrier, may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part and the name of every other such carrier shall be provided to the Customer upon request. The Carrier may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract, to the extent permitted by law.
- 4.3 The Carrier contracts for itself and as agent for its servants and agents and all other carriers referred to in (2) above and such other carriers' servants and agents and every reference in these Conditions to "the Carrier" shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability to the Customer or any other party than is the Carrier hereunder.
- 4.4 Notwithstanding Condition 2 the carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Carrier as agent of the Customer to be carried out by a third party and shall be subject to the conditions of the third-party rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Carrier shall be under no liability whatsoever to whomsoever and howsoever arising in respect of such carriage: provided that where the Consignment is carried partly by road and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Consignment was being carried by road unless the contrary is proved by the Carrier.

#### 5. Dangerous Goods

- 5.1 The Carrier shall not be obliged to carry any Dangerous Goods or Consignments.
- 5.2 The Customer is responsible for ascertaining if the contents of any Consignment are Dangerous Goods, are prohibited or are subject to restrictions or specific requirements either within the UK or the country of destination for European deliveries.
- 5.3 The Customer must not send or attempt to send a Consignment containing any Dangerous Goods, prohibited or restricted goods via the Carrier without disclosing this information to the Carrier.
- 5.4 If the Customer does send or attempt to send Dangerous Goods, prohibited or restricted goods the Customer may be liable to prosecution and shall indemnify and keep indemnified the Carrier and its employees, contractors, subcontractors, and agents, against any loss or damage suffered or liability incurred as a result of such actions.
- 5.5 If a Consignment containing any Dangerous Goods, prohibited or restricted goods is sent by the Customer, the Carrier may deal with the Consignment in its sole and absolute discretion (without incurring any liability whatsoever to the Customer or Recipient) including destroying or otherwise disposing of such Parcel or Consignment in whole or in part or returning the Consignment to the Customer, and shall be entitled to charge the Customer the cost of disposal and all other costs reasonably incurred.
- 5.6 The Customer shall be liable to the Carrier its employees, subcontractors and agents for all loss, damage or injury arising out of the carriage of Dangerous Goods, prohibited or restricted goods, whether declared as such or not and all goods not properly packed and duly labelled (or not in compliance with any other specific requirements) to the extent that such loss, damage or injury is caused by the nature of those goods.
- 5.7 Dangerous Goods (prohibited and restricted goods) must be declared by the Customer and if the Carrier agrees to accept them for carriage they must be classified, packed, marked, labelled and documented in accordance with the statutory regulations for the carriage by road of the substance declared.
- 5.8 The Carrier reserves the right to open and inspect any Consignment.

#### 6. Excluded Goods

- 6.1 If the proposed Consignment contains Excluded Goods, the Customer must notify the Carrier at the time of Booking as to the content and value of such Consignment of Excluded Goods and the Carrier may (in its sole discretion) elect to carry such Excluded Goods. Except as set out in clause 17.1, the Carrier shall not be liable to the Customer for any loss, however caused, unless the Carrier has agreed in writing to the Customer to accept such liability.
- 6.2 The Carrier reserves the right to charge the Customer (and the Customer shall pay) an additional sum for the carriage of the Consignment of Excluded Goods and will inform the Customer of such sum prior to accepting the Booking. If the Customer fails to so inform the Carrier in accordance with this clause 6.2, such Consignment will be delivered solely at the Customer's risk and the Customer shall indemnify and keep the Carrier indemnified against any and all losses, damages, claims, liabilities, costs and expenses (including, without limitation, legal costs and expenses) suffered or incurred by the Carrier arising out of, or in connection with, the delivery of the Consignment comprising such Excluded Goods in whole or in part.

## 7. Prohibited Items

- 7.1 Unless the Carrier has agreed otherwise in advance in writing specifying any additional terms, charges and limitations on liability which shall apply, the Customer shall not submit for carriage (and the Carrier may without any liability whatsoever reject such carriage at any time upon notice to the Customer) any Consignment which contains firearms, munitions, inflammable items or other explosives, livestock or other animals, human remains, any obscene, defamatory, blasphemous, scandalous or other indecent material, or any item (including, without limitation, drugs or other illegal substances) which is prohibited or illegal to possess or import into any country through or into which the carriage of the Consignment is to take place (the "**Prohibited Items**").
- 7.2 If the Customer submits Prohibited Items as a Consignment (and regardless of whether or not the Carrier has agreed to carry such Consignment), the Customer shall indemnify and keep the Carrier indemnified against any and all losses, damages, claims, liabilities, costs and expenses (including, without limitation, legal costs and expenses) suffered or incurred by the Carrier arising out of, or in connection with, the carriage of the Consignment comprising such Prohibited Items in whole or in part.

## 8. Delivery

- 8.1 The Customer will ensure that the Consignment is properly and safely packed and secure and safe to be carried, stored, and transported.
- 8.2 The Carrier will use all reasonable efforts to ensure Consignments are delivered in accordance with the time notified to the Customer, however, it is agreed that such times are estimates only and time shall not be of the essence for the purpose of this agreement.
- 8.3 Unless the Carrier has otherwise agreed in writing with the Customer: the Carrier shall not be required to provide any labour or special equipment for loading or unloading the Consignment, other than that carried by the vehicle used by the Carrier; and When Consignments are to be collected from a Customer's address the Customer will provide appropriate equipment and labour for loading the Consignment and the Customer shall indemnify the Carrier against all costs, expenses, injuries, losses, liability damages, claims, proceedings or legal costs which the Carrier may suffer as a result of the provision of assistance with loading or unloading.
- 8.4 The Carrier shall not be required to provide service beyond the usual place of collection or delivery but if any such service is provided by the Carrier it shall be at the sole risk of the Customer.
- 8.5 The Customer shall indemnify the Carrier against all liability or loss or damage suffered or incurred (including but not limited to damage to the Carrier's vehicle) as a result of the Carrier's personnel complying with the instructions of the Customer or the Consignee or their servants or agents.
- 8.6 Delivery shall be deemed to be completed when the Carrier completes unloading of the Consignment to the Delivery Address.
- 8.7 The Carrier shall deliver Consignments according to such route as it in its absolute discretion thinks fit.

## 9. Consignment Notes

- 9.1 If required, the Carrier shall sign a document prepared by the Customer acknowledging receipt of the Consignment, but such document shall not be evidence of the condition, declared nature, quantity or weight of the Consignment at the time it is received by the Carrier.
- 9.2 The Customer shall, prior to or upon the completion of loading the Consignment, sign and forthwith deliver to the Carrier a consignment note stating:
- (a) The Collection address, the Consignee, and the Delivery Address.
  - (b) A complete and accurate description of the nature of the goods within the Consignment and the method of packing.
  - (c) The number of items, parcels, packages and/or containers in the Consignment.
  - (d) The gross weight of the goods within the Consignment or their quality otherwise expressed and
  - (e) Any other information the Carrier may reasonably require.
- 9.3 Where the Customer notifies the Carrier prior to the delivery or attempted delivery of the Consignment that the Carrier need not provide to the Customer a signature as proof of delivery of the Consignment, the Carrier shall be under no obligation to provide the Customer with the same and the Customer shall be deemed to have

unconditionally and irrevocably waived any and all claims it may have in respect of the final delivery of the Consignment to the Consignee. Where a Customer notifies the Carrier that proof of delivery is not required pursuant to this clause 9.3, the Carrier shall not be liable to the Customer if it is later claimed by the Consignee that the Consignment has not been delivered.

#### **10. Transit**

- 10.1 Transit commences when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises.
- 10.2 Transit shall end when the Consignment is tendered at the Delivery Address provided at the time of Booking provided that:
- (a) if no safe and adequate access or no adequate unloading facilities there exist and the Consignment cannot be delivered then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone) of the arrival of the Consignment at the Carrier's premises has been sent to the Consignee; and
- (b) when for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Carrier 'to await order' or to be 'kept till called for' or upon any like instructions and such instructions are not given or the Consignment is not called for and removed within a reasonable time, then transit shall be deemed to end at the expiry of that reasonable time.
- 10.3 The Customer shall ensure that the Consignment is securely and properly packed and labelled in accordance with any relevant legislation and in such a condition that it is not likely to cause injury or damage to person or property.
- 10.4 The Carrier shall be entitled to recover its charges in full for any delivery, which is unsuccessful due to incorrect or inadequate information provided by the Customer and in addition recover any expenses or losses it suffered or incurred in attempting to effect delivery.
- 10.5 The Customer shall ensure that no loss or damage to any of the Carrier's vehicles or trailers occurs whilst at the collection or delivery premises and shall be liable for any such damage.
- 10.6 The Consignment shall be at the sole risk of the Customer at all times when the Consignment is not in transit.

#### **11. Undelivered or Unclaimed Consignments**

- 11.1 When the Carrier is unable to effect delivery the Carrier shall use its reasonable endeavours to notify the Customer and the Consignee of any undelivered or unclaimed Consignment. The Consignment will be removed from the Carrier's vehicle the next day and stored at a location of the Carrier's choosing (additional charges may be incurred for storage and charged to the Customer). Unless the Consignment is collected by the Customer or instructions are provided for return of further delivery (for which there will be an additional charge) within 7 business days of notice being given to the Customer, the provisions in clause 20 (Lien) will prevail over the Consignment and the Carrier may sell or destroy the Consignment as if it were the original owner. Any charges incurred by the Carrier in selling or destroying the Consignment may be charged to the Customer.
- 11.2 The Carrier shall use its reasonable endeavours to obtain a reasonable price for the Consignment and shall use the proceeds of sale to discharge the Carrier's expenses incurred in relation to the carriage, storage and sale or disposal of the Consignment. Any remaining amounts will be charged to the Customer and any proceeds will be paid over to the Customer upon its written request, upon which the Carrier shall be discharged from all liability in respect of the Consignment.

#### **12. Cancellations**

- 12.1 Subject always to the provisions of this clause 12, the Carrier and Customer shall each be entitled to cancel a Booking and terminate the Contract at any time for any reason with immediate effect by notice to the other.
- 12.2 Where the Carrier cancels a Booking pursuant to clause 12.1 by reason of a breach of these Conditions by the Customer, the Carrier may, without prejudice to any rights or remedies it may have at law or under these Conditions, charge (and the Customer shall pay) a reasonable fee for time and effort incurred by the Carrier in connection with that Booking, up to the full value of the charges specified by the Carrier in accordance with clause 13.1. The Carrier further reserves the right to hold the Customer liable for missed work opportunities caused by a breach of the Conditions and the cancellation of a Booking pursuant to this clause 12.2.
- 12.3 In the event of cancellation of any Booking for a Consignment by the Customer, the Customer shall be liable to the Carrier for the Carrier's charges in full for the carriage of the Consignment. This clause 12.3 shall apply only to cancelled Bookings where the Carrier has collected the Consignment in question.
- 12.4 Where the Customer cancels a Booking after the Carrier has departed to collect the Consignment (but before collection has taken place), the Carrier may charge (and the Customer shall pay) a reasonable fee for time and effort incurred by the Carrier in connection with that Booking, up to the full value of the charges specified by the Carrier in accordance with clause 13.1. The Carrier further reserves the right to hold the Customer liable for missed work opportunities caused by the cancellation of a Booking following the Carrier's departure (but prior to collection).

#### **13. Carrier's Charges**

- 13.1 The Customer shall pay the Carrier's charges in accordance with these Conditions. The charges payable in respect of a Booking shall be specified by the Carrier as part of the confirmation referred to in clause 3.4.
- 13.2 Charges shall be payable when due without deduction or deferment on account of any claim, counterclaim or set-off. The Customer shall pay the Carrier within 30 days month end, date of invoice and the Carrier shall be entitled, without prejudice to any other right, the Carrier shall be entitled to charge interest and legal costs on any overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time.
- 13.3 If the Customer becomes insolvent or any sums owed by the Customer on any invoice or account with the Carrier become overdue for payment, any credit terms shall be cancelled with immediate effect and all invoices or accounts issued by the Carrier shall immediately be deemed due for payment and thereupon become payable.
- 13.4 Unless otherwise agreed with the Customer at the time of the booking, the Carrier shall not be required to obtain a signed or any other type of proof of delivery (including photographic proof) of the Consignment from the Consignee. Where the Carrier does agree at the time of booking to obtain such proof of delivery no payment shall however be withheld by the Customer where the Carrier is unable to provide a proof of delivery unless notification of non-delivery is received by the Carrier no more than 48 hours after the expected time of delivery of the Consignment and the Carrier is subsequently unable to evidence proof of delivery.
- 13.5 The Customer shall pay to the Carrier any storage charges incurred as a result of it exercising its lien in accordance with clause 20.
- 13.6 The Customer is entitled to cancel the collection of a Consignment at any time before the agreed collection time. If the Customer cancels the collection less than an hour before the agreed time the Carrier reserves the right to charge a cancellation fee equivalent to 100% of the total agreed charge.
- 13.7 If the Consignment is not ready at the agreed collection time the Carrier reserves the right to charge such fees as notified in the quotation provided, for every 15 minutes or part thereof up until the time the Consignment is ready for loading after the period agreed in the quotation.
- 13.8 If the Consignee has not completed the loading or unloading of a Consignment within 15 minutes of arrival of the Carrier at either the loading address or the delivery address then the Carrier reserves the right to charge such fees as notified in the quotation provided for every 15 minutes after the agreed period within the quote until the Consignment unloading is complete.
- 13.9 The Carrier's charges are subject to adjustment by the Carrier to account for any variation in its costs including (but not limited to) variations in wages, cost of materials, fuel cost, exchange rate fluctuations, alteration of duties, Local Authority rates, National Insurance and other employment costs, VAT and other costs. The Carrier reserves the right on 30 days written notice to increase charges to reflect increases in fuel prices. The Carrier reserves the right to vary its tariff, because of any change in business or regulation or any increase in the cost of providing any services, by giving the Customer not less than 30 days' written notice. If the Customer does not wish to continue to make any Booking after the date of the changes which take place, it is free to make such a choice. Any variation of the tariff will not affect the tariff which applied to any Booking made before the variation takes effect.
- 13.10 In the event that the Carrier provides services in addition to those originally agreed including (without limitation) providing services outside working hours, making deliveries to locations other than the Delivery Address or outside the time at which the Carrier is to collect or deliver the Consignment, the Carrier shall be entitled to be paid by the Customer such additional amount as represents the additional cost incurred together with a management charge (up to £100).
- 13.11 The Customer shall not be entitled to withhold, deduct or set off against any amount due to the Carrier any sum which it alleges is due to it from the Carrier.
- 13.12 Any queries in respect of an invoice must be made in writing within 7 days of the date of the invoice otherwise it will be deemed to have been accepted and will be payable in full by the Customer.
- 13.13 The Customer is responsible for ensuring that it has paid the appropriate charges. If at any time the Carrier determines that the Customer has not paid the appropriate charges, then the Customer shall be liable to the Carrier for the difference between what the Customer initially paid and the amount which the Customer should have paid. The Carrier may at its discretion suspend any account that the Customer has with the Carrier until any unpaid amount is repaid, as well as take any other legal action the Carrier is entitled to in order to recover any unpaid amounts.

#### **14. Liability for Loss and Damage**

- 14.1 The Customer shall be deemed to have elected to accept the terms set out in sub-clauses (2) and (3) unless, before the transit commences, the Customer has agreed in writing that the Carrier shall be under no liability for loss of, or mis-delivery of or damage to or in connection with the Consignment, howsoever or whensoever caused.
- 14.2 Subject to this clause 14, the Carrier shall only be liable for loss or damage to or in connection with the Consignment howsoever or whensoever caused and whether or not caused or contributed to directly or

indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its employees, contractors, subcontractors or agents if and to the extent that the Carrier has been negligent.

14.3 Subject to these Conditions the Carrier shall be liable for:

(a) physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones comprising the Consignment only if:

- (i) the Carrier has specifically agreed in writing to carry any such items; and
- (ii) the Customer has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carriage of the said items; and
- (iii) the loss, mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Carrier, its employees, contractors, subcontractors or agents.

(b) physical loss, mis-delivery of or damage to any other goods comprising the Consignment unless the same has arisen from a “**Force Majeure Event**” which shall mean any act(s), event(s), circumstances(s) or cause(s) the occurrence of which is beyond the reasonable control of the Carrier, including but not limited to:

- (i) any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, terrorist act, military or usurped power or confiscation, requisition, or destruction or damage by or under the order of any government or public or local authority;
- (ii) seizure or forfeiture under legal process;
- (iii) error, act, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by servants or agents of either of them;
- (iv) inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Consignment;
- (v) any special handling requirements in respect of the Consignment which have not been notified to the Carrier;
- (vi) insufficient or improper packing, labelling or addressing;
- (vii) riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;
- (viii) fire, flood, storm, earthquake, pandemic, or epidemic;
- (ix) road congestion, road accidents, delays incurred at any delivery location or lack of delivery instructions from the Customer, vehicle breakdown;
- (x) Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered.

14.4 The Carrier shall not in any circumstances be liable for loss or damage arising after transit is deemed to have ended within the meaning of these conditions, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

14.5 The Carrier shall not be liable for any loss or deterioration of, or damage to, or non-delivery, mis-delivery of any property (including the Consignment) or any other claim in any circumstances whatsoever, howsoever caused save to the extent that the same is caused by its wilful default or negligence.

14.6 Unless agreed otherwise, the Carrier shall not be obliged to insure the Consignment. The Customer is responsible for insuring against all risks for the full insurable value.

## 15. Consignment Value

15.1 The Customer shall notify the Carrier at the time of Booking of the value of the Consignment in accordance with the notification requirements set out in the tables below.

15.2 The Carrier’s total aggregate liability to a Customer in respect of a Consignment shall be as set out in the tables below. The Carrier shall provide a higher limit on its liability for Consignments which relate to Consignments of value where the Customer notifies the Carrier of those values and the Customer pays the additional fees as set out in the tables. The parties acknowledge and agree that the Carrier’s maximum liability in respect of each Consignment will also depend on whether the Customer has an Account with the Carrier.

15.3 Unless agreed otherwise, the Carrier shall not be obliged to insure the Consignment, The Customer is responsible for insuring against all risks for the full insurable value.

Value of Consignment	Customer to declare value to Carrier	Additional Fee Payable by Customer
Less than £1,000	No	No
Over £1,000	Yes	Yes: to be advised to Customer at the time of Booking

15.4 Subject to clause 17.1, for any Consignments stored by the Carrier at its premises, the total liability of the Carrier for any loss of or damage to such Consignment shall not exceed the sum of one thousand pounds



sterling (£1,000), unless the declared value of the Consignment exceeds such sum and the Carrier has subsequently agreed in writing to a higher limitation on its liability.

#### 16. Fraud

The Carrier shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner, or the servants or agents of either, in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

#### 17. Limitation of Liability

- 17.1 Notwithstanding any other clause of these Conditions, neither party excludes or limits liability for personal injury or death arising from the negligence or wilful default of either party, its servants, dealers or sub-contractors; or for any fraudulent misrepresentation; or any other type of liability which cannot be excluded by law.
- 17.2 Except as expressly provided in these Conditions, the total liability of the Carrier which arises out of or under these Conditions (whether in contract, tort (including negligence), statute or otherwise) in respect of any contract arising from a Booking is specified in this clause 17.
- 17.3 Subject to clause 17.1, the Carrier shall not be liable to the Customer, whether in contract, tort (including negligence) or by statute, or otherwise in respect of any loss of profits or revenue (whether direct or indirect) and/or for any special, indirect, incidental or consequential loss or damage suffered by the Customer howsoever caused including, without limitation:
- 17.3.1 loss due to delay in delivery; and/or
  - 17.3.2 loss of anticipated savings; and/or
  - 17.3.3 loss of business and/or goods; and/or
  - 17.3.4 loss of goodwill; and/or
  - 17.3.5 loss of use; and/or
  - 17.3.6 loss of data or other information; and/or
  - 17.3.7 loss relating to the procurement by the Customer of any substitution of goods or services.
- 17.4 The types of loss and/or damage specified in clauses 17.3.1 to 17.3.7 above shall not constitute direct loss for the purpose of these Conditions.

#### 18. Indemnity to the Carrier

- 18.1 The Customer shall indemnify the Carrier against:
- (a) all losses suffered by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses and loss of or damage to the carrying vehicle and to other goods carried) by reason of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by any employee, contractor, subcontractor or agent, insufficient or improper packing, labelling or addressing of the Consignment or fraud as in Condition 16; and
  - (b) all claims and demands whatsoever (including for the avoidance of doubt claims alleging negligence), by whomsoever made and howsoever arising (including but not limited to claims caused by or arising out of the carriage of Dangerous Goods and claims made upon the Carrier by HM Customs and Excise in respect of dutiable goods consigned in bond) in excess of the liability of the Carrier under these Conditions in respect of any loss or damage whatsoever to, or in connection with, the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.
- 18.2 Any sensitive personal data, information and documents contained within a Consignment, including but not limited to names, addresses, bank details, signatures and dates of birth is entirely at the Customer's risk and no compensation is available for these items. Data stored on electronic media, for example data disks, hard drives, magnetic tapes or pen drives must be suitably encrypted. The Customer shall indemnify the Carrier against all actions, claims, proceedings and judgments together with costs incurred relating to loss, damage or disclosure of such data documents.
- 18.3 The Carrier shall not be held responsible for any event beyond the reasonable control of the Carrier, which prevents it from performing its obligations under the relevant contract including, but not limited to:
- (a) acts, omissions or misrepresentations by the Customer, owner of the Consignment, Consignee or independent contractor or any failure of the foregoing to package and/or label the Consignment correctly pursuant to clause 8.1. The Customer acknowledges and agrees that in such circumstances the Carrier shall not be liable for any loss of or damage to the Consignment that arises out of or in connection with a failure to package and/or label it correctly;
  - (b) natural deterioration or fragility of the Consignment (notwithstanding that it may be marked "Fragile"); and/or
  - (c) any unforeseen circumstances or causes beyond the Carrier's reasonable control, including but not limited to, act of God, war, riot, malicious damage, compliance with any law or government emergency procedure, accident, fire, flood, storm or industrial dispute, insufficient or improper packing, labelling or addressing, unless it is

previously agreed in writing that the Carrier shall perform such task; or  
(d) marine risk.

- 18.4 The Customer shall provide to the Carrier written proof of the value of the Consignment damaged or lost and the Carrier shall be entitled to inspect the damaged Consignment.

#### 19. Time Limits for Claims

The Carrier shall not be liable for loss of, mis delivery or damage to any Consignment unless the Carrier has been negligent and the Customer has advised the Carrier in writing of the issue within seven days, and the claim is made in writing within fourteen days, after the termination of transit;

A claim for loss or damage will not be accepted on the consignment note.

#### 20. Lien

- 20.1 The Carrier shall have a general lien against the Customer, where the Customer is the owner of the Consignment, for any monies whatever due from the Customer to the Carrier. If such a lien is not satisfied within a reasonable time, the Carrier may, at its absolute discretion sell the Consignment, or part thereof, as agent for the Customer and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of the Consignment and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatever in respect of the Consignment.
- 20.2 Where the Customer is not the owner of the Consignment, the Carrier shall have a particular lien against the said owner, allowing the Carrier to retain possession, but not to dispose of, the Consignment against monies due from the Customer in respect of the Consignment.
- 20.3 The Carrier may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place in its sole discretion, whether or not the contractual carriage has been completed and these Conditions shall continue to apply during the period of exercise of such lien.
- 20.4 If the Consignment is not solely the property of the Customer, the Customer warrants that it has the authority of all those having a proprietary or possessory interest in the Consignment to grant to the Carrier liens as set out in Condition 20 (1) above, and the Customer shall indemnify the Carrier for all claims and demands the Carrier may receive asserting that the Customer did not have that authority.

#### 21. Website

- 21.1 The information provided on the Website has not been written to meet specific Customer requirements and it is the sole responsibility of the Customer to satisfy itself that any Booking made Online will be suitable for its requirements. All express or implied warranties in relation to the Website are hereby excluded to the fullest extent permitted by law.
- 21.2 Whilst the Carrier makes all reasonable attempts to exclude viruses from the Website, it cannot ensure that the Website will be virus free. The Customer acknowledges and agrees that any use of the Website by the Customer shall be at its own risk.
- 21.3 Customers have no rights in or to the Website and all rights in and to the Website, including any underlying software and computer codes, are exclusively owned by the Carrier or licensed to the Carrier by a third-party supplier.
- 21.4 The Website is intended for use by the residents in Great Britain only and only in respect of their activities within Great Britain.

#### 22. Confidentiality

- 22.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by these Conditions.
- 22.2 Each party may disclose the other party's confidential information:  
(a) to its employees, officers, representatives, sub-contractors or advisers who need to know such information for the purposes of carrying out the party's legal obligations; and  
(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

#### 23. Other Important Provisions

- 23.1 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions save for those parties to whom the Carrier has subcontracted its obligations under these Conditions, who shall have the right to exercise and enforce all rights granted to the Carrier under them. This clause 23.1 does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
- 23.2 At no time during the period that the Carrier is undertaking the Booking for the Customer is the Customer permitted to supervise, direct or control the manner in which any of the Carrier's employees or sub-contractors undertake the service unless an express agreement is reached in accordance with clause 3.9.  
During the continuance of the business relationship with the Carrier, and for a period of 6 months immediately



following the last Booking placed by the Customer, the Customer shall not, directly or indirectly, solicit or offer employment or any other form of contract for services to any of the Carrier's (a) employees; or (b) subcontractors, who were directly involved in the performance of a contract of carriage during the 6 months immediately preceding the last Booking placed by the Customer.

23.3 The payment terms and charges paid to the Carrier are confidential, and the Customer shall take all reasonable steps to ensure that such terms remain confidential. The Customer may not disclose the terms or make any public announcement about the relationship the parties have entered into without the prior written agreement of the Carrier, save for any disclosure required by law or by a statutory or regulatory body with power to order such disclosure.

#### 24. Severance

24.1 Nothing in these Conditions (nor anything else), shall confer on any third party any benefit, nor the right to enforce any of these Conditions which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

24.2 These conditions, and the documents and information on the websites referred to, constitute the entire agreement between the Carrier and the Customer. The Customer acknowledges that in agreeing to these conditions it has not relied on any representation or undertaking, whether oral or in writing, save as expressly incorporated therein.

24.3 If any provision of these Conditions is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of these Conditions and of such provision shall continue in full force and effect.

24.4 These Conditions (and any non-contractual claims) shall be subject to and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

#### 25. Charges

**Period of Validity:** To be reviewed annually.

**Payment terms:** For account holders Payment terms are 30 days from date of invoice.

#### Waiting Time

Vehicle Type	Charge	Rules
Small Van	£15 P/H	Applies after 30 mins
Long Wheelbase	£20 P/H	Applies after 30 mins
Luton	£25 P/H	Applies after 30 mins
7.5 Tonne	£30 P/H	Applies after 30 mins

#### Cancellation Charges

Cancellation charges dependant on the type of delivery: UK standard next day or UK urgent/same day collection  
UK Standard Deliveries Cancellation Scale (dependent on notice) – Time cancelled prior to collection.

Vehicle Type (Small Van to Luton)	
Notice Period	Cancellation Charge
0:00 (driver on site)	100%
0.01-2:00 hours	50%
2:01 – 3:00 hours	25%
3:01- 6:00 hours	25%
6:0 hours	£25 Admin Fee
12:01 hours +	0%

Same Day Deliveries Cancellation Scale (dependant on notice)- Time cancelled prior to collection.

Urgent deliveries: Collection booked within the hour.

Vehicle Type (Small Van to Luton)	
Notice Period	Cancellation Charge
0:00 (driver on site)	100%
0:01 – 0:30 mins	50%
0:31- 59 mins+	25%
60mins +	£25 Admin Fee

#### Additional Drops

Vehicle Type	Additional Drop Charge (outside London)	Additional Drop Charge (inside London)
Small Van – 4M	£20	£30
Luton – 7.5T	£35	£45

*If multidrop routes you will be charged to the furthest drop. Drops must be within 5 miles off route otherwise additional diversionary mileage charges will apply.*

**Additional Charges**

Congestion: Charged at Actual

ULEZ: Charged at Actual

**Hand-balling charges**

<b>Vehicle Type</b>	<b>Handballing Charge</b>
Small Van – 4M	£25
Luton – 7.5T	£30
7.5T	£40