

The Carrier is not a common carrier and accepts goods for carriage only upon that condition and the Conditions set out below. No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so

1 DEFINITIONS
In these Conditions

- "Carrier" means the person or company with whom the Customer contracts on a Contract which incorporates these conditions
- "Customer" means the person or company who contracts for the services of the Carrier including any other carrier who gives a Consignment to the Carrier for carriage
- "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 goods
- "Consignment" means goods in bulk or contained in one parcel package or container as the case may be or any number of separate parcels packages or containers sent at one time in one load by or for the Customer from one address to one address
- "Dangerous Goods" means substances which are classified as dangerous for transportation both nationally and internationally under the United Nations Dangerous Goods Code
- "International Consignment" means a Consignment carried from the United Kingdom (including the Isle of Man), the Republic of Ireland, or the Channel Islands to a destination which is not in one of those countries
- "Prohibited Goods" means
1. any consignment containing any substance to which the Carriage of Dangerous Goods by Road Regulations 1996 (CDG Road) or any statutory modification or reenactment for the time being in force apply
 2. explosives (except substances classified 1.4S the Road Traffic (Carriage of Explosives) Regulations 1989 (or any statutory modification or reenactment for the time being in force)
 3. radioactive material (except substances not required to be labelled under paragraphs 1 and 2 above)
 4. any other substances presenting a similar hazard to the above
 5. livestock
 6. property the carriage of which is prohibited by any law, regulation or statute of any federal, state or local government of any country from, to or through which any shipment may be carried
 7. For any consignment which is to be carried by air the substance which is forbidden to be carried on a cargo aircraft by the regulations of the International Air Transport Association (IATA)
 8. For any consignment which is to be carried by sea any substance which is forbidden to be carried by the regulations of the International Maritime Dangerous Goods Code (IMDG)
- "Working Day" means Monday to Friday excluding public holidays

2 PARTIES AND SUB-CONTRACTING

- 2.1 The Customer warrants that he is either the owner of the goods in any Consignment or is authorised by such owner to accept these Conditions on such owner's behalf
- 2.2 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
- 2.3 The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in 2.2 above and such other carrier's servants and agents and every reference in Conditions 3-19 inclusive hereof 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
- 2.4 Notwithstanding Condition 2.3 the carriage of goods in any Consignment by rail sea inland waterway or air is arranged by the Carrier as agent of the Customer and shall be subject to the Conditions of the rail shipping inland waterway or air carrier contracted to carry the goods. The Carrier shall be under no liability whatever to whomsoever and however arising in respect of such carriage. Provided that where goods are 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 goods were being carried by road unless the contrary is proved by the Carrier

3 DANGEROUS AND PROHIBITED GOODS

- 3.1 Nothing in these Conditions shall oblige the Carrier to accept Dangerous Goods for carriage
- 3.2 Dangerous Goods must be disclosed by the Customer before carriage and the Carrier may require signature of a form of declaration before accepting the goods
- 3.3 If the Carrier agrees to accept Dangerous Goods for carriage they must be classified packed and labelled in accordance with the statutory regulations for the carriage by road of the substance declared
- 3.4 The Carrier will not carry Prohibited Goods

4. LOADING AND UNLOADING

- 4.1 Unless the Carrier has agreed in writing to the contrary with the Customer:
- 4.1.1 the Carrier shall not be under any obligation to provide any plant power or labour other than that carried by the vehicle required for loading or unloading the Consignment
- 4.1.2 The Customer warrants that any special appliances required for loading or unloading the Consignment which are not carried by the vehicle will be provided by the Customer or on the Customer's behalf

4.1.3 the Carrier shall be under no liability whatever to the Customer for any damage whatever however caused if the Carrier is instructed to load or unload goods requiring special appliances which in breach of the warranty in 4.1.2 above have not been provided by the Customer or on the Customer's behalf

4.2 The Customer shall indemnify the Carrier against all claims and demands whatever which could not have been made if such instructions as are referred to in 4.1.3 of the Condition had not been given

5. CONSIGNMENT NOTES AND CONSIGNMENT LABELLING

5.1 The Carrier shall if so required sign a document prepared by the sender acknowledging the receipt of the Consignment but no such document shall be evidence of the condition or of the correctness of the declared nature quantity or weight of the Consignment at the time it is received by the Carrier

5.2 The Customer shall ensure that any Consignment Note provided by the Carrier is completed and signed by a person authorised to complete and sign it on behalf of the Customer

5.3 The Customer shall ensure that every consignment (and where a consignment consists of more than one parcel package or container every such item) is addressed and labelled in accordance with the Carrier's requirements

6. TRANSIT

6.1 Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises

6.2 Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address within the customary cartage hours of the district or at the time specified by the Customer

Provided that:

6.2.1 if no safe and adequate access or no adequate unloading facilities there exist or if there is no one available to whom the Consignment may be tendered then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the Consignment at the Carrier's premises has been sent to the Consignee; and

6.2.2 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

7. UNDELIVERED OR UNCLAIMED GOODS

7.1 Where the Carrier is unable for any reason to deliver a Consignment to the Consignee or as he may order or where by virtue of the proviso to Condition 6.2 or of Condition 17.3 hereof transit is deemed to be at an end the Carrier in addition to its other rights may either:-

7.1.1 sell the goods and payment or tender of the proceeds after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the goods shall (without prejudice to any claim or right which the Customer may have against the Carrier otherwise arising under these Conditions) discharge the Carrier from all liability in respect of such goods their carriage and storage.

Provided that:

7.1.1.1 the Carrier shall do what is reasonable to obtain the value of the Consignment and

7.1.1.2 the power of sale shall not be exercised where the name and address of the sender or of the Consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the sender or if the name and address of the sender is not known to the Consignee that the goods will be sold unless within the time specified in such notice being a reasonable time in the circumstances from the giving of such notice the goods are taken away or instructions are given for their disposal; or

7.1.2 return the Consignment to the Customer upon the Customer paying such charge to the Carrier for the return of the Consignment as may have been agreed between the Customer and the Carrier and in the absence of such agreement such charge as may in all the circumstances be reasonable

8. CARRIER'S CHARGES

8.1 The Carrier's charges shall be payable by the Customer without prejudice to:-

8.1.1 the Carrier's rights against the Consignee or any other person

8.1.2 any claim which the Customer may have against the Carrier

8.2 Where goods are carried for charges based on weight and no weight is stated on the consignment note or other delivery document the Customer shall pay charges based on the Carrier's estimate of the weight of the Consignment

8.3 Where goods are carried for charges based on weight the Carrier shall be entitled to charge on the actual weight of the Consignment if greater than the weight declared by the Customer on the consignment note or other delivery document

8.4 Charges shall be payable on or before the expiry of any time limit previously stipulated and the Carrier shall be entitled to interest at 4 per cent above the Base Rate of Barclays Bank PLC current from time to time calculated on a daily basis on all amounts overdue to the Carrier

9. LIABILITY FOR LOSS AND DAMAGE

9.1 The Customer shall be deemed to have elected to accept the terms set out in 9.2 of this Condition unless before the transit commences the Customer has agreed in writing that the Carrier shall not be liable for any loss or damage to goods however or whenever 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

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

9.2.1 loss of or damage to antiques, bullion, cashiers' cheques, currency, money orders, perishables, precious metals and stones, stamps, securities (including drafts stocks and bonds and negotiable instruments in bearer form), furs, glassware, jewellery, liquor wines and spirits, tobacco cigars and cigarettes, travellers' cheques, watches and works of art, and in the case of International Consignments in addition to the aforesaid items drugs and pharmaceuticals, firearms, foodstuffs, human remains, lewd obscene and pornographic materials, and plants and, in the case of all Consignments such other items as may from time to time be notified in writing by the Carrier to the Consignor only if:

- 9.2.1.1 the Carrier has specifically agreed in writing to carry any such items and
- 9.2.1.2 the Customer has agreed in writing to reimburse the Carrier in respect of all additional costs (including increased financial compensation) which result from the carrying of the said items and
- 9.2.1.3 the loss or damage is occasioned during transit and results from negligent act or omission by the Carrier;
- 9.2.2 any loss of or damage to any other goods occasioned during transit unless the same has arisen from and the Carrier has used reasonable care to minimise the effects of
 - 9.2.2.1 Act of God
 - 9.2.2.2 any consequences of war invasion act of foreign enemy hostilities (whether war or not) civil war rebellion insurrection military or usurped power or confiscation requisition or destruction of or damage to property by or under the order of any government or public or local authority
 - 9.2.2.3 seizure or forfeiture under legal process
 - 9.2.2.4 error act omission mis-statement or mis-representation by the Customer or other owner of the goods or by servants or agents of either of them
 - 9.2.2.5 inherent liability to wastage in bulk weight latent defect or inherent defect vice or natural deterioration of the goods
 - 9.2.2.6 insufficient or improper packing;
 - 9.2.2.7 insufficient or improper labelling or addressing
 - 9.2.2.8 riot civil commotion strike lockout general or partial stoppage or restraint of labour from whatever cause
 - 9.2.2.9 Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered
 - 9.2.2.10 The act, default or omission of any Customs or other Government Officials
 - 9.2.2.11 Electrical or magnetic injury, erasure, or other such damage to electronic or photographic images or recordings in any form

9.3 The Carrier shall not or in any circumstances be liable for loss of or damage to goods after transit of such goods is deemed to have ended within the meaning of Condition 6.2 hereof 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

10. FRAUD

10.1 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 of the goods or the servants or agents of either in respect of that Consignment unless the fraud has been contributed by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment

11. LIMITATION OF LIABILITY

11.1 Except as otherwise provided in these Conditions the liability of the Carrier in respect of loss of or damage to goods however sustained shall in all circumstances be limited as follows:

- 11.1.1 to the cost to the owner of the Consignment where at any time prior to the commencement of transit the Customer has given written notice to the Carrier in accordance with such procedure as the Carrier may require requiring that the limit of the Carrier's liability be set at a cost above £12 per kilo but not exceeding the cost of the Consignment; or if no such notice has been given
- 11.1.2 to £12 per kilo on the gross weight of the Consignment or such other amount as shall have previously been fixed between the Carrier and the Customer by the Carrier's standard terms of business; or
- 11.1.3 to the proportion of the sum ascertained in accordance with Conditions 11.1.1 or 11.1.2 which the actual cost of part of the Consignment bears to the actual cost of the whole of the Consignment where loss or damage however sustained is in respect of that part of the Consignment
- 11.1.4 in the case of an International Consignment to £50. If the transportation of the consignment involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention may be applicable and the Convention governs and in most cases further limits the liability of the Carrier in respect of loss or damage to such consignments.

Provided that:

- 11.1.5 nothing in this Condition shall limit the liability of the Carrier to less than the sum of £10
- 11.1.6 the Carrier shall be entitled to require proof of the cost of the whole of the Consignment and of any part thereof lost or damaged;
- 11.1.7 the Carrier shall be entitled to require proof in respect of any claim for evidence that the goods were undamaged when transit commenced
- 11.1.8 the Customer shall be required to agree with the Carrier the carriage charges (including insurance) appropriate to the cost of the Consignment where the limit of liability is increased above £12 per kilo in accordance with Condition 11.1.1
- 11.1.9 it is a condition of settlement of a claim for damage to a Consignment where the limit of liability is increased above £12 per kilo in accordance with Condition 11.1.1 or the claim is settled on the basis of the cost of a Consignment or the Carrier has specifically agreed to carry an item in accordance with Condition 9.2.1.1 that the damaged item shall become the property of the Carrier who shall be entitled to destroy or dispose of the item for its own benefit

11.2 Notwithstanding Condition 11.1 the liability of the Carrier in respect of the indirect of consequential loss or damage however arising and including loss of market shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss whichever is the smaller unless:

- 11.2.1 at the time of entering into the Contract with the Carrier the Customer declares to the Carrier a special interest in delivery in the case of loss or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest
- 11.2.2 prior to the commencement of transit the Customer has delivered to the Carrier written confirmation (other than on a consignment note) of the special interest agreed time limit and amount of the interest
- 11.2.3 after receipt of such confirmation and prior to the commencement of the transit the Carrier has delivered to the Customer written confirmation of the said special interest agreed time limit and amount of the interest and of the amount of the surcharge

11.3 The Carrier shall only be liable for failure to collect or deliver a cheque or any other money order or the loss of any cheque or other money order or failure to comply with any instructions in relation thereto if the Carrier specifically agreed in writing with the Customer in advance to provide this service. In such circumstances the Carrier's liability shall be limited to whichever is the lesser of the following:-

1. The amount proved by the Customer as being the direct loss arising from the failure on the part of the Carrier, or
2. The sum of £50 in respect of the relevant consignment

12. INSURANCE

12.1 The Carrier shall insure his liabilities arising out of the carriage of goods under these Conditions

13. INDEMNITY TO THE CARRIER

13.1 The Customer shall indemnify the Carrier against:

- 13.1.1 All consequences suffered by the Carrier (including but not limited to claims demands proceedings fines penalties damages costs expenses and loss of or damage to the carrying vehicle and to other goods carried) or any error omission mis-statement or mis-representation by the Customer or other owner of the goods or by any servant or agent or either of them insufficient or improper packaging labelling or addressing of the goods or fraud as in Condition 10;
- 13.1.2 All claims and demands whatever by whomsoever made in excess of the liability of the Carrier under these Conditions;
- 13.1.3 All losses suffered by and claims made against the Carrier resulting from loss of or damage to property caused by or arising out of the carriage by the Carrier of Dangerous Goods whether or not declared by the Customer as such;
- 13.1.4 All claims made upon the Carrier by H M Customs and Excise in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended

14. TIME LIMITS FOR CLAIMS

14.1 The Carrier shall not be liable for:

- 14.1.1 damage to a Consignment or any part of a Consignment in respect of which the packaging or Consignment is noted as damaged upon a consignment note or delivery document or loss from a parcel package or container or from an unpacked Consignment in respect of which the loss is noted upon a consignment note or delivery document unless a claim is made in writing within 21 days after the termination of transit;
- 14.1.2 damage to a Consignment or any part of a Consignment of which the packaging or Consignment is not noted as damaged upon a consignment note or delivery document unless he is advised thereof in writing or by telephone by 5pm on the next Working Day and a claim is made in writing within seven days after the termination of transit;
- 14.1.3 loss from a parcel package or container or from an unpacked Consignment unless he is advised of the loss or non-delivery otherwise than upon a consignment note or delivery document and a claim is made in writing or by telephone by 5pm on the next Working Day and a claim is made in writing within seven days after the termination of transit;
- 14.1.4 loss or non-delivery of the whole of a Consignment or of any separate parcel package or container forming part of a Consignment unless he is advised of the loss or non-delivery in writing otherwise than upon a consignment note or delivery document within twenty-eight days and the claim is made in writing within forty-two days after the commencement of transit

14.2 The Carrier shall not have the benefit of the exclusion of liability afforded by this condition if the customer proves that

- 14.2.1 it was not reasonably possible for the Customer to advise the Carrier or make a claim in writing within the time limit applicable and
- 14.2.2 such advice or claim was given or made within a reasonable time

15. LIEN

15.1 The Carrier shall have a general lien against the Customer where the Customer is the owner of the goods for any monies whatever due from the Customer to the Carrier. Such lien shall extend to all freight charges, customs duties, advances or other charges of any kind arising out of transit hereunder. If such lien is not satisfied within a reasonable time the Carrier may at his absolute discretion sell the goods 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 goods and shall upon accounting to the Customer for any balance remaining be discharged from all liability whatever in respect of the goods. Where the Customer is not the owner of the goods the Carrier shall have a particular lien against said owner allowing him to retain possession but not dispose of the goods against monies due from the Customer in respect of the Consignment.

16. UNREASONABLE DETENTION

16.1 The Customer shall be liable for the cost of unreasonable detention of any vehicle trailer container or sheet but the rights of the Carrier against any other person in respect thereof shall remain unaffected

17. INTERNATIONAL CONSIGNMENTS

17.1 In addition to provisions set out elsewhere in these conditions of carriage the provisions of this clause shall apply to International Consignments

17.2 In the event of conflict between the provisions of this clause and other provisions in these conditions, the provisions of this clause shall apply

17.3 The Customer hereby acknowledges that the Carrier may abandon and/or release any International Consignment which the Customer has undervalued for Customs purposes or has misdescribed, whether intentionally or otherwise, without incurring any liability whatsoever to the Customer and the Customer will save and defend, indemnify and hold indemnified, the Carrier from all claims, actions, costs, demands, damages, fines, expenses and liabilities arising therefrom or in respect thereof and in particular the Customer shall be solely liable for all costs and expenses (which shall without limitation include vat, customs duties, and any similar taxes or imposts) related to the International Consignment and for costs incurred in either returning the International Consignment to the Customer or warehousing the International Consignment pending disposal. Transit shall end when an International Consignment is abandoned or released pursuant to this clause

17.4 The Carrier has the right, but not the obligation, to inspect any International Consignment including, without limitation, opening the International Consignment

18. COMPUTATION OF TIME

18.1 In the computation of time where any period provided by these Conditions is seven days or less Saturdays Sundays and all statutory public holidays shall be excluded

19. LOSS ADJUSTMENT

19.1 The value of a Consignment shall be taken as the cost thereof to the owner

20. IMPOSSIBILITY OF PERFORMANCE

20.1 The Carrier shall be relieved of its obligation to perform the Contract to the extent that the performance is prevented by failure of the Customer fire weather conditions industrial dispute labour disturbance or cause beyond the reasonable control of the Carrier



[Depot Stamp]