

Direct Parcels Ltd - Terms & Conditions of Trading.

1. Application of Conditions

1.1 These Conditions shall apply to all contracts entered into between the Company and the Customer for the carriage and delivery of goods.

1.2 These Conditions shall not be varied, nor shall any other terms apply to any Contract, unless such variation or additional terms are confirmed in writing and signed by an authorised representative of both the Company and the Customer. No prior course of dealing between the Company and the Customer shall amend, replace or otherwise affect these Conditions unless expressly incorporated in accordance with this Condition.

2. Definitions

For the purposes of these Conditions, the following definitions shall apply. "Company" means Direct Parcels Ltd and, where the context so permits or requires, includes its officers, employees, agents and any subcontracted carrier appointed by the Company pursuant to these Conditions. "Conditions" means these terms and conditions, including any authorised variation made in accordance with Condition 1.2. "Contract" means each separate agreement entered into between the Customer and the Company for the carriage and delivery of goods within the United Kingdom. "Contract Particulars" means the particulars of the proposed carriage of the Goods, delivery requirements and Price, as set out in the relevant contract documentation and signed by authorised representatives of both the Company and the Customer. "Customer" means any party contracting with the Company for the provision of carriage and delivery services subject to these Conditions. "Days" means working days and excludes Sundays, bank holidays and other public holidays. "Goods" means any consignment, whether comprising one or more items or packages, intended to be carried together from one address to another and delivered to the same consignee on the instructions of the Customer, and accepted by the Company for delivery pursuant to these Conditions. "Price" means the amount payable for the carriage and delivery of the Goods, as agreed between the Company and the Customer and set out in the Contract Particulars.

3 Sub Contracting

The Company may, at its absolute discretion, appoint any third party to perform all or part of any Contract entered into with the Customer. Any such third party shall be entitled to the benefit of all protections, exclusions and limitations of liability afforded to the Company under these Conditions.

4. Customers Responsibility

4.1 The Customer warrants and represents that:

4.1.1 Where the Customer is not the owner of all of the Goods, the Customer has been fully and lawfully authorised by the owner or owners to act as their agent for the purposes of the Contract.

4.1.2 The Customer has accurately described and identified the Goods in the Contract Particulars and shall ensure that the Goods are made available for collection in accordance with the Company's requirements as to size, weight, packaging and addressing.

4.2 In the event that the Customer fails to comply with the Company's requirements relating to the Goods under Condition 4.1, the Customer shall indemnify the Company against all damages, costs, expenses and liabilities arising from such failure, except to the extent that such liability is caused by any act or default of the Company.

4.3 Any receipt or acknowledgement issued upon collection or delivery of the Goods shall constitute evidence only of collection or delivery, as applicable. It shall not constitute any acknowledgement or

admission by the Company that the Customer has complied with the Company's requirements in respect of the Goods.

5. Price

5.1 The Company's published tariff of standard charges, as set out in the Contract Particulars, shall apply unless the Customer has declared special circumstances and a special price has been agreed and confirmed in writing in the Contract Particulars. Where a Company representative is detained for more than 15 minutes beyond the agreed collection or delivery time, the Company shall be entitled to charge for additional waiting time in 15-minute intervals at the current published rate.

5.2 Account Customers shall pay all invoices in full within 30 days of the invoice date. All other Customers shall make payment no later than the time at which the Goods are collected for delivery. Payment shall be a pre-condition to commencement of the Contract.

5.3 All charges quoted by the Company are exclusive of VAT, which shall be payable in addition to the Price where applicable.

5.4 Where the Company is required to perform services on a bank holiday or other public holiday, the Company shall be entitled to apply a reasonable additional charge to reflect any extra costs incurred. Where such services are not performed or are delayed, the Company shall only be entitled to apply the standard rate in force at the date of non-performance or delayed completion.

5.5 Any query relating to an invoice must be raised within 30 days of the invoice date.

6. Liability

6.1 The Company shall be liable to the Customer for loss of or damage to Goods carried under any Contract only to the extent that such loss or damage is caused by the Company's negligence, breach of duty or breach of these Conditions. The Company, its directors, employees and agents shall not be liable for any loss or damage arising directly or indirectly from:

6.1.1 Any act of God, force majeure event or other circumstance beyond the Company's control, including, without limitation, war, invasion, hostilities, riots, civil commotion, insurrection, rebellion or similar events.

6.1.2 The Customer's failure to ensure adequate packaging, labelling or addressing, or any other act or omission of the Customer or any person on whose behalf the Customer acts, including their employees and agents.

6.1.3 The unknowing carriage of radioactive, toxic, explosive, poisonous, hazardous, contaminating or otherwise harmful substances, gases or liquids.

6.1.4 Any legal process or governmental act, whether local or national.

6.1.5 Any industrial dispute, strike or other withdrawal of labour.

6.1.6 The effects of any inadvertent or accidental exposure to electrical, magnetic, bionic radiation or any similar occurrence.

6.1.7 Any deterioration of the Goods resulting from an inherent or latent defect, natural wastage or decay.

6.1.8 Weather conditions, traffic congestion, mechanical breakdown, obstruction of a public highway or private road, or any similar event, provided that, in the event of breakdown, the Company has used reasonable endeavours to arrange a replacement vehicle with the minimum practicable delay, having regard to the circumstances.

6.2 The Company shall not be liable for any loss suffered by the Customer other than loss of or damage to the Goods, unless the Customer has disclosed in writing to the Company, prior to formation of the Contract, specific details of any additional risks or claims which may arise from such loss or damage, and the Company has accepted the Goods on that basis.

7. Limitations of Liability .

7.1 If liability to the Customer arises under a Contract, the Company's liability shall be limited as follows:

7.1.1 In the case of loss of or damage to the whole of the Goods, liability shall be calculated at the rate of £12 per kilogram of the gross weight of the Goods, subject to a maximum claim limit of £5,000. In all circumstances, the maximum claim limit shall be £5,000.

7.1.2 For loss of or damage to part only of the Goods, liability shall be limited to the proportion of the amount calculated under Condition 7.1.1 that the value of the affected part bears to the value of the Goods as a whole.

7.1.3 For any claim not arising from loss of or damage to the Goods, or any part of them, liability shall not exceed £50 in respect of any one Contract.

7.1.4 The limitations set out in Condition 7.1 shall be subject to the Customer providing proof of the value and weight of the Goods prior to acceptance of any claim.

7.1.5 A £100 excess shall be deducted from any claim.

8. Notification of Claims

8.1 The Company shall not be liable to the Customer unless written notice of any claim is received at the Company's registered office within 14 days of acceptance and dispatch of the Goods where the claim relates to loss of or damage to the whole or any part of the Goods, or within 28 days of the Contract in all other cases.

8.2 No claim shall be considered, and no liability shall attach to the Company, unless all sums due from the Customer to the Company have been paid in accordance with the Contract.

9. Conditions of Delivery

9.1 Where the Goods are to be collected by the Company from a collection point specified in the Contract Particulars, the Customer shall ensure that the Goods are ready and available at the agreed time or within the agreed time period. Where the Goods are to be delivered to the Company's premises, the Customer shall ensure that they are so delivered at the agreed time or within the agreed time period.

9.2 If loading or unloading the Goods requires special facilities, the Customer shall, at its own expense, ensure that those facilities are available at both the collection and delivery points within the agreed times.

9.3 The Customer shall ensure that an authorised representative is available to receive delivery, is able to provide evidence of such authority if requested, and provides the Company's representative with a written receipt for the Goods. Such receipt shall constitute conclusive evidence of delivery, save in cases of fraud, collusion or dishonesty.

9.4 Unless otherwise specified in the Contract Particulars, the method and route of delivery shall be determined entirely at the discretion of the Company.

9.5 Delivery shall take place during the Company's normal trading hours unless otherwise agreed in writing in the Contract Particulars.

9.6 Where the Company's representative is unable to complete delivery during normal trading hours, or in accordance with any special delivery conditions specified in the Contract Particulars, due to circumstances beyond the Company's control or responsibility, the Goods shall be returned to the Company's premises. The Customer shall be notified by post, fax or telephone and requested to provide further delivery instructions. In such circumstances, the Company shall be entitled to impose additional charges, payable before redelivery, including charges for warehousing or other facilities reasonably required having regard to the nature of the Goods, the period of delay, any varied delivery destination, or the Customer's failure to ensure receipt of the Goods at the delivery point in accordance with the Contract Particulars.

9.7 The Goods shall be deemed to remain in the course of delivery until:

9.7.1 The Goods are delivered to the nominated consignee within the time specified in the Contract Particulars and a written receipt is provided to the Company's representative.

9.7.2 In the event of non-delivery caused by the Customer's failure to provide required special facilities, arrange receipt of the Goods at the delivery point, or ensure the presence of an authorised representative and any necessary supporting staff, until the expiry of 24 hours after notice has been given to the Customer by fax or telephone at the address specified in the Contract Particulars.

9.7.3 In any other case, until the expiry of 24 hours after written or faxed notice has been sent to the Customer at the address for service stated in the Contract Particulars.

10 Lien

10.1 The Company shall have a lien over any Goods included in a Contract for any monies or liabilities owed to the Company by the Customer or by the owner or owners of the Goods.

10.2 If such monies or liabilities are not paid or satisfied in accordance with these Conditions, the Company may, at its absolute discretion, sell any or all of the Goods as agent for the owner or owners thereof. The Company may apply the proceeds of sale towards the monies or liabilities owed and any expenses attendant upon such sale, accounting to the Customer for any remaining balance. Upon doing so, the Company shall be discharged from all liability in respect of the Goods.

10.3 Failure to deliver within a specified time period as a result of the exercise of any lien shall not entitle the Customer, owner or owners to withhold payment of the Company's charges.

11. Severance

If any provision of these Conditions is at any time held to be invalid, illegal or unenforceable under any applicable law, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

12. Notices

Any notice required under these Conditions may be served by fax or first-class post in accordance with Section 196 of the Law of Property Act 1925, addressed to the relevant party at the fax number or address specified in the Contract Particulars. A notice sent by fax shall be deemed served at the time of transmission, and a notice sent by first-class post shall be deemed served in accordance with the applicable postal rules.

13. Governing Law

These Conditions and every Contract made pursuant to them shall be governed by and construed in accordance with English law. The Customer hereby submits to the non-exclusive jurisdiction of the English courts. Direct Parcels Ltd, 4200 Waterside Centre, Birmingham Business Park, Solihull Parkway, Birmingham, B37 7YN.