

Terms and Conditions

Direct couriers London Ltd
Company no. 16869376

Web: www.directcourier.co.uk

Phone: 0207 8560137

Mail: enquiries@directcourier.co.uk

167-169 Great Portland Street,
London,
W1W 5PF

Conditions of Carriage

1. Definitions

"The Courier" shall refer to Direct Couriers London Ltd and shall where the context allows include his employees, agents and subcontractors.

"The Customer" shall refer to the person, firm or company named as Customer with whom The Courier contracts with for the carriage of goods;

"Goods" shall be the Goods which are the subject of the contract for carriage;

"Conditions" means terms and conditions of carriage.

"Subcontractor" means any person whose services the Courier engages or makes use of to perform the whole or any part of the services the subject of this contract.

Dangerous goods - means goods included in the list of dangerous goods as defined in the Classification Packaging and Labelling of Dangerous Substances Regulations (known as the C.P.L. Regulations), and in the classification and labelling of explosives regulations (The Radioactive Substances (Carriage by Road)(Great Britain) Regulation 1974) and including any other relevant legislation or regulations together with any amendments to them, or means goods which present a comparable hazard.

Theft Attractive goods include: Money, Securities, Deeds, Bills of exchange, Promissory notes, Stamps, Photographs, Mobile telephones and all ancillary equipment, General telephony equipment, Documents of title to property, Jewellery, Precious stones, gold, silver, platinum, other precious metals, non-ferrous metals other than in components, furs, watches, cassettes, videos, spirits, tobacco and cigarettes.

Consignment means the delivery of goods in bulk or one parcel/ package or envelope. Or as the case may be a separate number of parcels/packages or envelopes sent at any one time in one load by or for The Customer from one address to another.

2. Couriers Obligations

2.1 The Courier shall use its best endeavours to transport the Goods from the collection address specified by The Customer at the time of booking to the specified delivery address.

2.2 The Courier may employ, instruct or entrust the performance of all or part of the contract to others.

2.3 The Courier shall not be liable for any delay in delivery caused by the unavailability at the delivery address of the consignee or other authorised recipient.

2.4 The Courier shall not be liable for loss of or damage to or mis-delivery or delayed delivery of the goods occasioned by:

2.4:1 act of God

2.4:2 act of War, hostilities, riot or civil commotion.

2.4:3 industrial action or unforeseeable traffic conditions

2.4:4 insufficient or improper packing labelling or addressing

2.4:5 criminal malicious or negligent actions or acts or omissions of third parties.

2.4:6 the effect of ionising radiation or uncontrolled nuclear reaction.

2.4:7 Fire-lighting or explosion

2.4:8 Seizure under legal process

2.4:9 Act default or omission of whatever nature of The Customer his employees or agents or any person having any interest in the goods.

2.4:10 Suspension or cancellation of transport services by reason of or of the threat or fear of inclement weather or any of the matters set out in **2.4**.

3. Customers Obligations

3.1 The Customer expressly warrants that the Goods are theirs or that they are the owner or the owner's authorised agent and that they are authorised to accept and do accept the Conditions for themselves but also as agents for and on behalf of any other person who may have rights in the Goods.

3.2 The Customer warrants that all Goods entrusted to The Courier for carriage have been properly and sufficiently packed, labelled and/or prepared and that the Goods are suitable for carriage in the vehicle provided by The Courier

3.3 The Customer undertakes that in event of any claim by any third party against The Courier arising out of this contract to indemnify The Courier against the claim and all legal and other costs incurred except to the extent that The Customer establishes that The Courier would have been liable to The Customer had the original claim been made by The Customer but on the assumption that the Customer had retained title to the Goods.**3.4** The Customer shall pay for the delivery within 30 days from the end of the month of the date of the invoice (unless otherwise agreed in writing with The Couriers Managing Director) and will not make any deductions or withhold any payments on account of any claim, counterclaim or setoff.

3.5 In default of payment the Courier shall be entitled to charge The Customer interest at the rate of 5% above the then prevailing base rate of The Bank of England from the date of invoice.

4. Risk

4.1 Subject to the provisions of these Terms & Conditions the Goods will be at The Couriers risk the time they are collected by The Courier until the Goods have been delivered or tendered for delivery at the delivery address.

5. The Couriers Limitation of Liability

5.1 The Courier shall be liable for loss of or damage to the Goods; providing that it is reasonably proved that the loss or damage was due to The Couriers negligence or default .

- 5.2** No expression of acceptance of any responsibility made by any of The Couriers employees/agents or subcontractors shall be in fact admissions unless confirmed by The Couriers Managing Director.
- 5.3** The Courier shall not, under any circumstance, be liable for any detention or delay of the Goods or any consequential loss, damage or deterioration arising from it.
- 5.4** The liability of The Courier for delay in delivery (where The Couriers liability is not otherwise excluded) shall not exceed a sum equal to the carriage charges or a proportion of those charges in the case of an event affecting part only of the goods.
- 5.5** The Courier shall not be liable for goods kept in storage, unless the Customer has a special arrangement with the Courier in writing.
- 5.6** For carriage within Great Britain (excluding Northern Ireland and any off shore islands) the liability of The Courier shall not exceed the value of the relevant Goods or the sum of £10,000 per Consignment whichever is the lesser in accordance with The Couriers Goods in Transit insurance policy.
- 5.7** The Courier will not be liable for any International deliveries unless The Courier has specifically agreed in writing to the Customer prior to transit .
- 5.8** The Courier shall not be liable for any physical loss, mis-delivery or damage to any theft- attractive goods unless the Courier has specifically agreed in writing prior to transit commencing to carry such items and the Customer has agreed in writing to reimburse the carrier in respect of all additional costs including insurance costs which result from the carriage of the said items and the loss, mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of The Courier its servants or agents.
- 5.9** The Courier shall not in any event be liable for any consequential loss whatsoever and howsoever arising (including in relation to theft attractive goods) which shall include without limitation all economic losses, loss of profits, increased management or labour costs loss of future business of reputation and goodwill, loss of market or falls in prices of whatever nature and all other damages costs or expenses or other indirect losses including any liability to or claims by any third party.
- 5.10** The Courier shall not accept any claims for loss or damage relating to Goods or non-delivery or mis-delivery unless The Courier is advised of a claim in writing within 7 working days of the date of the Consignment and the claim is quantified within 28 days from the date of the Consignment.
- 5.11** The Courier shall in any event be discharged from all liability whatsoever in respect of the Consignment unless proceedings are commenced within a period of one year from the termination or transit or, in the case of loss mis-delivery or non-delivery of the whole Consignment, from the said 28 days referred to in Clause **5.10** .
- 5.12** In any event any damaged goods must be made available to The Courier for inspection.

6. Excluded Goods

- 6.1** The customer shall not submit for carriage and the Courier may at any time abandon the carriage of any goods of a type specified in clause **6.3** below unless they have a special arrangement in writing with the Courier. Should the Customer nevertheless cause the Courier to handle or deal with any such Goods the Customer will be liable for all loss or damage whatsoever caused by or to or in connection with those Goods and shall indemnify the Courier against all penalties, claims, damages, costs and expenses arising in connection with the Goods. The Courier shall be under no liability whatsoever in connection with such Goods and may destroy such goods, or otherwise dispose of them at their sole discretion and at the Customers cost.
- 6.2** If the Courier abandons goods in pursuance of clause **6.1** above he shall immediately notify the Customer of the circumstances but shall be under no liability in respect of the safe-keeping of the abandoned goods.
- 6.3** The following are excluded goods:
- 6.3.1** Explosive and inflammable articles, firearms including parts of any firearms, ammunition and detonators.
- 6.3.2** Dangerous Goods
- 6.3.3** Any article the possession of which in or the importation of which into any country from through or to which the carriage is to take place is illegal or prohibited.
- 6.3.4** Any article prohibited as hand luggage by British Airways
- 6.3.5** Any written printed or pictorial matter which is obscene , blasphemous, scandalous or defamatory or proscribed or prohibited.
- 6.3.6** Human remains**6.3.7** Livestock

7. Warranties and Indemnities

The Customer shall indemnify The Courier in respect of the whole of any fine or penalty or legal and other costs incurred by the Courier and any other loss outlay and expense sustained by The Courier by reason of The Customers breach of clauses 2, 3 & 6 above.

- 7.1** The extent of the Couriers responsibilities and liabilities are defined in these conditions and The Customer shall save harmless and keep The Courier indemnified from and against all claims costs and demands of whatsoever nature and by whomsoever made and howsoever arising from negligence or otherwise in excess of the liability of The Courier under these Conditions arising directly or indirectly from the collection, carriage, storage and/or delivery of The Customers Consignment.
- 7.2** The Customer agrees that he will not submit to The Courier any Consignment containing dangerous, verminous, infested, contaminated or condemned goods unless he shall first have given to The Courier in writing full details of the same and obtained the written agreement of The Courier to the submission of such Consignment.
- 7.3** The Customer will be responsible for and will indemnify The Courier against all losses damage and claims of whatsoever nature made upon the Courier for which The Courier may be or become liable arising from the tender of a Consignment all or part of which consists of dangerous, verminous, infested, contaminated or condemned goods including loss and/or damage sustained by The Courier to its own property and injuries or loss sustained by servants and/or sub-contractors of The Courier.

8. Third Parties

The Courier shall be entitled to appoint sub-contractors and/or agents and it is hereby declared any sub-contractor of The Courier and the employees of The Courier and any such sub-contractor and also any person deriving title to the goods from The Customer are third parties to this contract within the meaning of the Contracts (Rights of Third Parties) Act 1999 and shall be entitled to enforce this contract accordingly.

9. Transit

- 9.1** Transit begins when the goods are handed to or collected by The Courier for carriage.
- 9.2** Transit shall be suspended :
- 9.2.1** When the goods are held by The Courier at some place other than the destination at the request of or for the convenience of The Customer or because The Customer or Consignee refuses or is unable to take delivery at the destination or;
- 9.2.2** When the goods are detained for Customs purposes; and shall be resumed when The Courier resumes the carriage of the goods.

9.3 Transit shall (unless otherwise previously determined) end:

9.3.1 in the case of goods to be delivered by The Courier when they are tendered at the usual place of delivery within the customary delivery hours of the district, or at such other times or places as maybe agreed between The Courier and The Customer.

9.3.2 in the case of goods not to be delivered by The Courier awaiting order or collection, at the expiration of one clear day after notice of arrival has been given either orally or in writing to the Consignee or, to the sender when the address of the Consignee is not known; provided that when the addresses of both the sender and Consignee are not known, the said end shall be at the expiration of one clear day after the arrival of the goods at the place to which they are consigned.

9.4 The Courier shall be entitled to raise a charge in respect of any wasted or needless journeys made or for any delay in attempting to effect delivery of the goods due to any default of the Customer and/or consignee in accordance with its own costing scales.

10. Means of Transport

10.1 Goods accepted by The Courier for carriage may be carried by such means of transport and by such route as The Courier thinks fit and these conditions shall apply to whatever means or routes by which the goods are carried.

10.2 Goods carried wholly or partly by water or air or rail shall in connection with liability in respect of such carriage be subject to the applicable Conditions of Carriage by water or air or rail of the carrier who carries the goods such conditions to be read as though reference therein to water or air or rail carrier were reference to The Courier. In the absence of proof to the contrary where goods are carried partly by land and partly by water or air or rail any loss damage or delay shall be deemed to have occurred whilst the goods have been carried by road.

11. Loading and unloading

11.1 On collection or delivery at a senders or Consignees premises the Courier shall be under no obligation to provide any plant, power or labour for loading or unloading.

11.2 Subject to these Conditions, The Couriers servants and/or employees have no authority to give assistance other than under supervision in the loading and unloading at the usual place of collection or delivery and The Courier shall not be liable for any loss or damage howsoever caused including negligence attributable to such or to any other assistance given and The Customer shall indemnify The Courier against any claims made against The Courier as a result of any such other assistance given.

11.3 Consignments or part thereof requiring special appliances for unloading from a road vehicle are accepted for carriage only on the condition that the Customer has duly ascertained from the consignee that such appliances are available at the destination. Where the Courier is, without prior arrangement in writing having been made by The Customer, called upon to load or unload Consignments or parts thereof for which special appliances are required, The Courier shall be under no liability whatsoever to The Customer for any damage howsoever caused, whether or not by the negligence of The Courier and the Customer shall be responsible for and indemnify The Courier against any damage or liability which the Courier may suffer or incur either itself or in respect of loss, damage or injury suffered by The Couriers employees or any third party.

12. Dangerous Goods

The Courier does not contract to carry or store dangerous, verminous, infested, contaminated or condemned goods.

13. General

13.1 If any legislation is compulsorily applicable to any contract undertaken these Conditions shall be read in such context as subject to the legislation provided that nothing shall be taken as a surrender by The Courier of any of their rights or immunities or as increase of The Couriers responsibilities or liabilities under any relevant legislation.

13.2 If any part of these conditions are void or unlawful under any relevant law or legislation the relevant clause or portion or the clause shall disregard it without effect to any other clause or part of the conditions.

13.3 The Courier is not a common carrier and only transacts business on these terms. No terms or conditions proposed by or referred to The Customer in writing or otherwise shall form part of this contract unless agreed to in writing signed by The Couriers Managing Director.

13.4 All agreements made between The Courier and The Customer shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.