

TERMS OF TRADING

1. Definitions

- 1.1. 'The Carrier' means Guildford Couriers Ltd registration number 7611353.
- 1.2. 'The Customer' means the person or company who contracts the services of the Carrier relating to the carriage of goods.
- 1.3. 'The Contract' means the contract of carriage between the Customer and the Carrier.
- 1.4. 'The Consignment' means all of the goods given to the Carrier by the Customer for carriage to the Consignee.
- 1.5. 'The Consignee' means the person or company to whom the consignment is intended.

2. General

2.1. The Carrier is not a common carrier and accepts at its sole discretion Consignments for carriage only upon that condition and the Terms of Trading contained herein. Terms as may be agreed in writing by a Director of the Carrier, no sub-contractor, agent or servant of the Carrier is permitted to alter or vary from these Terms of Trading in any way.

3. Sub-contracting and Authority

- 3.1. The Carrier and any other Sub-contractor, agent or servant 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 said carrier will be provided on the request of the Customer.
- 3.2. The Carrier contracts for itself and (subject to section 3.3) as agent of and trustee for its sub-contractors, agents and servants and any other carriers (referred to in section 3.1) sub-contractors, agents and servants.
- 3.3. The carriage of goods in any Consignment by rail, sea, air or inland waterway is arranged by the Carrier as an agent of the Customer and shall be subject to the terms of trading of the rail, sea, air or inland waterway carrier contracted to carry the Consignment.
- 3.4. The Customer warrants that he is either the owner of the goods in any Consignment or is authorized by such owner to accept these Terms of Trading on such owner's behalf.

4. Dangerous Goods

4.1. Dangerous goods must be disclosed by the Customer in advance and if the Carrier agrees to accept them for carriage they must be classified, packed and labelled in accordance with the statutory regulations for the carriage by road of the substance or substances declared. Transport Emergency Cards or 'Tremcards' or information in writing in the manner required by the relevant statutory provisions or by the relevant body authorised by statute to make regulations must be provided by the Customer in respect of each substance or substances and must accompany the Consignment.

5. Delivery

- 5.1. The Carrier is under no obligation to provide any plant, power or labour required for loading or unloading the Consignment, other than that carried by the vehicle used by the Carrier.
- 5.2. The Customer warrants that any special equipment required for loading or unloading the Consignment which is not carried by the Carriers vehicle will be provided or procured by the Customer.
- 5.3. The Carrier shall be under no obligation whatsoever to the Customer and the Customer shall indemnify and hold harmless the Carrier for any damage, however caused, if the Carrier is instructed to load or unload any goods requiring special equipment if such equipment has not been provided or procured by the Customer.

5.4. All section 5 will apply unless the Carrier has agreed in writing to the contrary with the Customer.

6. Cancellation

6.1. All bookings require a 24 hour cancellation notice by The Customer via email. If cancelled without 24 hours' notice there will be charge of £50.00 or 50% of the booking value, whichever is greater.

7. Consignment Notes

7.1. The Carrier will, if required, sign a document prepared by the Customer acknowledging 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.

8. Transit

8.1. Transit will commence when the Carrier takes possession of the Consignment, whether at the point of collection or at the Carriers premises.

8.2. Transit will end when the Consignment is tendered at the place of delivery at the Consignees address.

8.3. If there is no safe or adequate access or unloading facilities then the Customer will be informed immediately and the Consignment will not be delivered until such time that said access or facilities are made available to the Carrier.

9. Carriers Charges

9.1. The Carriers charges will be made in accordance with its tariff at the time of performance of the Contract. Invoices will be prepared by the Carrier at least once a month. Credit facilities may be declined or withdrawn by the Carrier at its discretion at any time and any outstanding balances will become due immediately on request.

9.2. Charges will be payable on the expiry of any given time limit notified to the Customer, failing such notification, **30 days after the date of such invoice**, the Carrier will be entitled to add a surcharge and interest, on a daily basis at 10.75% above the Official Dealing Rate of the Bank of England plus an administration fee of £35.00 + VAT on any overdue amount owed in accordance with European / UK Law.

9.3. Unless otherwise stated, all quotations based on weight shall apply to the gross weight of the entire Consignment or the volume metric weight whichever is greater.

9.4. Unless otherwise stated, all charges quoted are exclusive of Value Added Tax.

9.5. All monies owed to the Carrier will be paid without deduction, set-off or abatement and the Customer shall not withhold or defer any payment on account of any claim or counter claim and acknowledges that any such claim or counter claim whatsoever by the Customer against the Carrier must be subject to separate proceedings.

9.6 Duties & Charges / DDP paid on your behalf will include an admin fee of 20% on the amount charged which is paid by us within 7 days.

10. Liability for Loss, Damage and Late Delivery

10.1. The Customer will be deemed to have elected to accept the terms set out in section 10.2 and 10.3 below unless, before the transit commences, the Customer has agreed in writing that the Carrier will not be liable for any loss or mis-delivery or damage to the Consignment however or whenever caused and whether or not caused or contributed to directly or indirectly by an act, omission, neglect, default or any other wrongdoing on the part of the Carrier.

10.2. Terms where the customer has made a specific arrangement for insurance with the Carrier prior to commencement of transit of the Consignment, the Carrier will not be liable for any loss or mis-delivery or damage to bullion, money, securities, deeds, bills of exchange, promissory notes, stamps, photographs, documents of title to property, jewelry, precious stones, gold, silver, platinum and other precious metals, non-ferrous metals other than in component form, antiques, watches, furs, drugs, human remains, nuclear fuel or nuclear waste, cassettes, videos, tobacco and cigarettes, brittle/fragile/breakable articles, glass, mirrors or livestock and the Customer will indemnify and hold harmless the Carrier in respect of any loss or damage caused in respect thereof to any person whatsoever. In addition, the Carrier will not carry any passengers under any circumstances.

10.3. The Carrier will not be liable in respect of any loss or mis-delivery of or damage to any Consignment if the same has arisen from and the Carrier has used reasonable care to minimize the effects of any of the following, an act of God, any consequences of war, invasion, act of foreign enemy hostilities, civil war, rebellion, insurrection, military or usurped power of confiscation, requisition or destruction of or damage to property by or under the order of any government or public or local authority, seizure or forfeit under legal process, omissions, mis-statements or misrepresentation by the Customer or anyone acting on behalf of the Customer, natural deterioration, insufficient or improper packaging, insufficient addressing or labeling, the Consignee not taking or accepting delivery within a reasonable time, failure or delay in delivery for any reason whatsoever beyond the control of the Carrier.

10.4. The Carrier will not in any circumstances be liable for loss, damage or late delivery to the Consignment after the transit of said goods is deemed to be complete, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or any other wrongdoing on the part of the Carrier.

11. Fraud

11.1. The Carrier will 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 Consignment or any part thereof or the servants or agents of either of them 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.

12. Limitation of Liability on Overnight and International deliveries

12.1. **From January 2021 BREXIT:** The liability of the Carrier for loss of or damage to any Consignment will be limited to a maximum of £25.00 whether such loss or damage was due to the fault or negligence of the Carrier or its sub-contractors, agents, servants, customs or otherwise. If the Customer so wishes, a higher level of liability in respect of said Consignment can be arranged at an extra cost through the Carrier.

12.2. Where the non-delivery, loss or damage, however sustained, is in respect of any separate part of said Consignment, the Carriers liability will be limited to £25.00.

12.3. The Carrier will not in any circumstances be liable for any indirect loss or damage or for loss of profit or for loss of a particular market whether held daily or at intervals.

12.4. The Carrier will be entitled to receive written proof of the value of the Consignment damaged or lost and will be afforded by the Customer a reasonable opportunity to inspect the Consignment when delivery has been affected to the Consignee.

12.5. The Carrier will only be liable for loss or damage to a Consignment sent on a same day or dedicated basis only. All other methods of shipping will be restricted to the relevant amount of cover provided by the agent or carrier that has been chosen by the Carrier.

13. Time Limits for Claims

13.1. The Carrier will not be liable for loss of a parcel, package or container or from an unpacked Consignment or for damage to a Consignment or any part of a Consignment unless it is advised thereof in writing otherwise than upon a consignment note or delivery document within three days and the claim giving details of quantum and the circumstances of any loss is made in writing within seven days after the termination of transit or loss or mis-delivery or non-delivery of the whole of the Consignment or any separate parcel, package or container forming part of a Consignment unless the Carrier is advised of the loss, mis-delivery or non-delivery in writing, otherwise than upon a consignment note or a delivery document within fourteen days and the claim giving details of quantum and the circumstances of any loss is made in writing within twenty-one days after the commencement of transit as laid out above.

14. Indemnity to the Carrier

14.1. The Customer shall indemnify the Carrier against all consequences suffered by the Carrier of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by any servant or agent of either of them, insufficient or improper packaging, labeling or addressing of the Consignment or fraud

14.2. Any claims and demands whatsoever by whomsoever made in excess of the liability of the Carrier under these Terms of Trading.

14.3. Any losses suffered by and any 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.

14.4. Any claims made upon the Carrier by H M Customs & Excise in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended.

15. Miscellaneous

15.1. The Customer will be liable for the cost of any unreasonable detention of any vehicle or other items belonging to the Carrier.

15.2. The Carrier will be relieved of all obligations to carry out any Contract if certain circumstances, beyond the control of the Carrier, prevent the Carrier doing so.

16. Insurance

16.1. The Carrier cannot legally offer insurance on any overnight shipment, however in some cases, if a Sub-contractor, agent or servant employed by the Carrier offers insurance as part of their service and the Customer requests extra insurance for a particular shipment, the Carrier, on request in writing, will offer this where applicable.

17. Governing Law and Jurisdiction

17.1. These Terms of Trading and all Contracts shall be governed by and construed in accordance with the Laws in England and any proceedings in relation thereto shall be subject to the exclusive jurisdiction of the English Courts.

17.2. General Lien Law will be used on goods carried when debt is outstanding on a customers account. A general lien is a possessory lien used by the lien-holder to retain any of the debtor's goods in the possession of the lien-holder until any debt due from the debtor has been paid in full.

1st February 2022

YOUR **LOCAL** COURIER SOLUTIONS IN **GUILDFORD**

Call: 01483 477366 Email: info@guildfordcouriers.co.uk

Guildford Couriers Ltd Unit 9 Enterprise Estate, Moorfield Road, Guildford, Surrey. GU1 1RB

Registered in England & Wales. Company Registration No 7611353 Registered Office as above. VAT No 851 6345 25. See Website for Terms and Conditions

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