



Table of Contents

1. Definitions	2
2. Application of Conditions	2
3. Bookings, commencement, and duration.....	3
4. Parties and Sub-Contracting.....	3
5. Dangerous Goods	4
6. Delivery.....	5
7. Loading and Unloading	5
8. Obligations of the Customer	7
9. Consignment Notes and Signed Receipts	8
10. Transit.....	8
11. Undelivered or Unclaimed Consignments	9
12. Carrier’s Charges	9
13. Cancellations.....	11
14. Liability for Loss and Damage	11
15. Fraud	13
16. Limitation of Liability	13
17. Indemnity to the Carrier	14
18. Time Limits for Claims	15
19. Lien.....	16
20. Unreasonable Detention.....	17
21. Confidentiality.....	17
22. Governing Law and Jurisdiction	17
23. General.....	18
24. Additional Charges	18

1. Definitions

In these Conditions:

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

“Dangerous Goods” means goods set out in the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (CDG) and the European agreement “Accord européen relatif au transport international des marchandises dangereuses par route” (ADR), which together regulate the carriage of dangerous goods by road including, explosives, radioactive material, and any other goods presenting a similar hazard.

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

“Demurrage” means any cost or expense the Carrier suffers as a result of the improper, excessive, or unreasonable detention of any vehicle, trailer, container, or other equipment belonging to or under the control of the Carrier.

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

“In writing” includes, unless otherwise agreed, the transmission of information by electronic, optical, or similar means of communication, including, but not limited to, facsimile, electronic mail, or electronic data interchange (EDI), provided that the information is readily accessible and durable so as to be usable for subsequent reference.

2. Application of Conditions

(1) These conditions shall:

(a) apply to and be incorporated into the contract between the Customer and the Carrier;

(b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer’s purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing.

(2) The Road Haulage Association Limited Conditions of Carriage 2020 are hereby incorporated into the Conditions (“RHA Terms”). In the event of any conflict or inconsistency between the RHA Terms and these Conditions, the terms of the RHA Terms shall prevail.

(3) 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 Conditions. No offer placed by the Customer shall be accepted by the Carrier other than:

(a) by a written or verbal acknowledgement of the quote issued by the Carrier; or

(b) (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. Bookings, commencement, and duration.

(1) Each booking by the Customer shall be submitted by the Customer to the Carrier by telephone or email.

(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) The Carrier reserves the right to refuse to accept any bookings.

(4) The services supplied under this agreement shall be provided by the Carrier to the Customer from the date of acceptance by the Carrier of the Customer’s offer in accordance with condition 2(1)(3). above.

(5) The services supplied shall continue to be supplied until the Consignment is delivered to the delivery address or the agreement is terminated.

4. Parties and Sub-Contracting

(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.

(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.

(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) Notwithstanding Condition 2(3) 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

(1) The Carrier shall not be obliged to carry any Dangerous Goods or Consignments.

(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 international deliveries.

(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.

(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) 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 and additionally the sum of £20, (or such sum as specified by the Carrier on its website) if it chooses to return the Consignment or any part of it.

(6) The Carrier may, acting reasonably, add or remove items from the definition of prohibited goods or restricted goods (and may vary any applicable restrictions) without notice, by making the details of any such additions or deletions available on its website).

(7) 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.

(8) 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.

(9) Transport Emergency Cards (Tremcards) or information in writing in the manner required by the relevant statutory provisions must be provided by the Customer in respect of each substance and must accompany the Consignment. The Carrier will ensure that the cards are appropriate to the load.

(10) The Carrier reserves the right to open and inspect any Consignment.

6. Delivery

(1) The Customer will ensure that the Consignment is properly and safely packed, secure, and safe to be carried, stored, and transported.

(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.

(3) When Consignments are to be collected from a Customer's address the Customer will provide appropriate equipment and labour for loading the Consignment.

(4) Delivery shall be deemed to be completed when the Carrier completes unloading of the Consignment to the Delivery Address, and a proof of delivery is obtained and a signature is obtained ("POD "). The driver who delivers the Consignment shall scan the POD and upload photographic evidence as required by the Carrier.

7. Loading and Unloading

(1) Unless the Carrier has agreed in writing to the contrary with the Customer:

(a) 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.

(b) The Customer warrants that any special appliances or instructions 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.

(c) The Customer shall ensure that any cranes, fork lift trucks, slings, chains or other equipment used in loading or unloading the vehicle are suitable for that purpose and will indemnify the Carrier against any and all consequences of failure of or unsuitability of such equipment.

(d) The Customer shall ensure that there is adequate access to the loading and the unloading points and that the roadways to and from the public highway are of suitable material and that unloading will take place on good sound hardstanding, where there will be sufficient space to load or unload the vehicle in safety.

(e) The Carrier shall be under no liability whatsoever to the Customer for any damage whatsoever, howsoever caused, if the Carrier is instructed or provided with special appliances to load or unload any Consignment which, in breach of the warranty in (b) above, have not been provided by the Customer or on the Customer's behalf.

(f) 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.

(g) 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 and subject to 7(3) below.

(2) The Customer shall indemnify the Carrier against all claims and demands which could not have been made if such instructions as are referred to in (1)(e) of this Condition and such service as is referred to in (1)(g) of this Condition had not been given.

(3) The Carrier shall not be liable for any loss or damage whatsoever, howsoever caused, if the Carrier's personnel are instructed by the Customer or the Consignee of their servants or agents to provide service to an area which does not comply with (d) above, whether or not against the recommendations of the Carrier or the Carrier's personnel.

(4) The Customer shall make available to the Carrier upon request details of any risk assessments which may have been carried out at the collection and/or delivery addresses. The responsibility for carrying out such risk assessments shall be that of the Customer and not of the Carrier.

(5) Unless otherwise agreed in writing, the Customer will be responsible for loading the Consignment onto the vehicle and will also be responsible for the Consignee unloading the Consignment off the vehicle. The Carrier will not be responsible for any loss or damage to the Consignment arising from loading the Consignment onto or unloading the Consignment off the

vehicle, or from the overloading of the vehicle or from the unsafe loading of the vehicle. The Carrier may, at its sole discretion, through its servants and agents provide assistance in loading or unloading the Consignment if requested to do so by the Customer or the Consignee or the agents of either. The Customer shall indemnify the Carrier from and against all and any loss, damage, death or injury that may arise whilst the loading or unloading operations is taking place whether or not such loss, damage, death or injury is attributable to the negligence of the Carrier, its employees, contractors, subcontractors, servants or agents.

8. Obligations of the Customer

The Customer warrants that:

- (1) the Consignment does not and will not cause pollution of the environment or harm to human health; require any official consent or licence to handle, possess, deal with, or carry; at any time whilst in the care or control of the Carrier constitute waste (unless the Carrier has been previously advised otherwise); and that the Consignment is of a nature that can be legally transported in the United Kingdom;
- (2) it will comply, and will procure that all of its agents, employees and sub-contractors also comply, with any reasonable regulations of the Carrier relating to handling, health and safety, and security, of which they are notified or have been notified; and
- (3) it will provide the Carrier with such information and materials as the Carrier may reasonably require in order to comply with its obligations under the Contract, and will ensure that such information is complete and accurate in all material respects.
- (4) If the Carrier's performance of any of its obligations under the Contract is prevented, hindered, or delayed by any act or omission of the Customer or by any failure by the Customer to perform any relevant obligation ("**Customer Default**"), then
 - (a) without limiting or affecting any other right or remedy available to it, the Carrier shall have the right to suspend performance of its obligations until the Customer remedies the Customer Default, and may rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents, hinders, or delays the Supplier's performance of any of its obligations;
 - (b) the Carrier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Carrier's failure to perform or delay in performing any of its obligations as set out in this Condition 8(4); and
 - (c) the Customer shall on written demand reimburse the Carrier for any costs or losses sustained or incurred by the Carrier arising directly or indirectly from the Customer Default.

9. Consignment Notes and Signed Receipts

(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 and the burden of proving the condition of the Consignment on receipt by the Carrier and that the Consignment was of the nature, quantity or weight declared in the relevant document shall rest with the Customer.

(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.

10. Transit

(1) Unless otherwise agreed expressly between the parties, transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises.

(2) Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the Delivery Address 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.

(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.

(4) 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.

(5) 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

(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 10 business days of notice being given to the Customer, the provisions in clause 19 (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.

(2) The Carrier shall use its reasonable endeavours to obtain what is in its view 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. Carrier's Charges

(1) The Carrier's charges shall be payable by the Customer without prejudice to the Carrier's rights against the Consignee or any other person provided that when any Consignment is consigned 'carriage forward' the Customer shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.

(2) Time is of the essence of payment of all and any sums payable by the Customer to the Carrier.

(3) 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 (unless otherwise agreed in writing or set out in the Customers credit application) 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.

(4) 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.

(5) 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.

(6) The Customer shall pay to the Carrier any storage charges incurred as a result of it exercising its lien in accordance with clause 19.

(7) 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.

(8) If the Consignment is not ready at the agreed collection time the Carrier reserves the right to charge such fees as notified in these terms and conditions 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.

(9) 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 in these terms and conditions provided for every 15 minutes after the agreed period within the quote until the Consignment unloading is complete.

(10) 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.

(11) 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).

(12) 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) 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.

13. Cancellations

(1) If an order is cancelled within 24 hours of collection, the Carrier will endeavour to cancel the order and issue a refund where possible. If however, the Carrier is unable to cancel delivery without incurring costs, those costs shall be passed on to the Customer and in any case the Customer shall be unable to cancel the order and shall not be entitled to a refund if the Carrier has collected the Consignment or it has been dropped off/the label has been used.

14. Liability for Loss and Damage

(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.

(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

Transport 29 Limited – Terms and Conditions

Version 2.2 – Updated 02/01/2024 09:20

wrongdoing on the part of the Carrier, its employees, contractors, subcontractors or agents if and to the extent that the Carrier has been negligent.

(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) act of God, 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.

(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.

(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.

(6) Unless agreed otherwise, the Carrier shall not be obliged to insure the Consignment, and where it does so, will insure on the conditions set out by the Road Haulage Association and CMR. The Customer is responsible for insuring against all risks for the full insurable value.

15. 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.

16. Limitation of Liability

(1) Except as otherwise provided in these Conditions, the liability of the Carrier in respect of claims for physical loss, mis-delivery of or damage to goods comprising the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of

(a) the value of the goods actually lost, mis-delivered or damaged; or

(b) the cost of repairing any damage or of reconditioning the goods; or

(c) a sum calculated at the rate of £1,300 Sterling per tonne on the gross weight of the goods actually lost, mis-delivered or damaged; and

the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit, and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those goods, provided that:

(i) in the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which the Carrier 's liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;

(ii) nothing in this Condition shall limit the liability of the Carrier to less than the sum of £10;

(iii) the Carrier may require the Customer to substantiate a claim by providing any relevant information about the consignment including proof of despatch, proof of value, estimates for

repair costs, cost price, invoices, weight and nature of the item(s) lost or damaged, serial numbers and IMEI numbers for electrical items. This may include requesting any recipient of the Consignment to retain all packaging, or obtaining other documentary evidence as requested by the Carrier.

(iv) the Customer shall be entitled to give to the Carrier written notice to be delivered at least 7 days prior to commencement of transit requiring that the £1,300 per tonne limit in 11 (1)(c) above be increased, but not so as to exceed the value of the Consignment, and in the event of such notice being given the Customer shall be required to agree with the Carrier an increase in the carriage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue to apply.

(2) The liability of the Carrier in respect of claims for any other loss whatsoever (including indirect or consequential loss or damage and loss of market), and howsoever arising in connection with the Consignment, 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 lesser, unless;

(a) at the time of entering into the Contract with the Carrier the Customer declares to the Carrier a special interest in delivery in the event of physical loss mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and

(b) at least 7 days prior to the commencement of transit the Customer has delivered to the Carrier written confirmation of the special interest, agreed time limit and amount of the interest.

17. Indemnity to the Carrier

(1) The Customer shall indemnify the Carrier against:

(a) all liabilities and costs incurred 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 15; 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.

(c) 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. Time Limits for Claims

(1) The Carrier shall not be liable for:

(a) damage to the whole or any part of the Consignment, or physical loss, mis-delivery or non-delivery of part of the 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;

(b) any other loss unless advised thereof in writing within twenty-eight days, and the claim is made in writing within forty-two days, after the commencement of transit.

(2) The Carrier may make such investigations as it deems necessary to satisfy itself of the validity of any claim and the Customer shall co-operate as is reasonable in the circumstances. In the case of claims for loss or damage, the Carrier may take as reasonable amount of time to undertake investigations and search activity.

(3) Any information requested to substantiate a claim must be made available to the Carrier within 14 days.

(4) If the information requested is not received within this timescale, the Carrier reserves the right to close the claim. Should there be an error in a claim application or the supporting evidence that results in the need to re-issue a cheque, an administration charge of £10 will be deducted from the claim amount.

(5) If a dispute arises out of or in connection with the provisions of the Services under these Conditions or the performance, validity or enforceability of them (“Dispute”) then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (“Dispute Notice “), together with relevant supporting documents. On service of the Dispute Notice, both parties shall attempt in good faith to resolve the Dispute;
- (b) if for any reason both parties are unable to resolve the Dispute within 30 days of service of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (“ADR notice “) to the other party to the Dispute, requesting a A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 14 days after the date of the ADR notice.
- (c) The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under condition22 (Governing Law and Jurisdiction) which shall apply at all times.
- (d) If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with condition 22 (Governing Law and Jurisdiction).
- (6) The Customer acknowledges and agrees that the time limits set out in this Condition 18 are reasonable and reflective of the urgent nature of the type of Consignments that the Carrier undertakes for the Customer and are necessary in order to preserve the appropriate evidence in respect of any such claims (including the ability to interview and obtain witness statements from drivers and other third parties).

19. Lien

- (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.
- (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.

(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.

(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 19(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.

20. Unreasonable Detention

The Customer shall be liable to pay Demurrage for unreasonable detention of any vehicle, trailer, container or other equipment but the rights of the Carrier against any other person in respect thereof shall remain unaffected.

21. Confidentiality

(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.

(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.

22. Governing Law and Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

23. General

(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.

(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.

(3) If any provision of these conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the provisions of these Conditions which shall remain in full force and effect.

(4) If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions.

(5) The Carrier and the Customer agree that they and/or anyone they employ and/or for who they are responsible will comply with any applicable anti-bribery or anti-money laundering laws and/or regulations in connection with these Conditions or related services.

(6) The Carrier shall not be liable to the other for any delay or non-performance of the Services to the extent that such non-performance is due to a Force Majeure Event (including but not limited to any genuine circumstances outside of the reasonable control of either of the parties which were not reasonably foreseeable at the date of execution hereof which include war, insurrection, earthquake, riot, fire and flood, but excluding any change to guidelines, industry codes or regulations or industrial dispute).

24. Additional Charges

The below charges are correct as of the date on this version of terms and conditions.

(1) Waiting Charges, as set out by vehicle below, may apply to any order, unless otherwise agreed. Charges below represent a minimum charge, based on market averages; some subcontractors may charge more at their own discretion, at which point the Customer is liable for the increased charges.

Transport 29 Limited – Terms and Conditions

Version 2.2 – Updated 02/01/2024 09:20

Vehicle Size	Included Loading/Unloading Time at Either End	Minimum Charge Thereafter, charged every 15 minutes.
Car, Small Van, Midi Van, SWB, MWB, LWB, XLWB – definitions found on our website	60 minutes	£25 per hour
Luton Van	60 minutes	£35 per hour
7.5t	60 minutes	£40 per hour
12t, 18t, 26t	60 minutes	£45 per hour
Articulated Lorry, up to 44t	60 minutes	£50 per hour

(2) Handball Charges, per section **7 (1)**, are applicable to any order which requires loading or offloading by the Carrier without agreement in writing prior to the order being placed. These charges will vary dependant on the nature and the size of the consignment, and the Carrier reserves the right to refuse to handball. In such an instance when handball is not accepted either by the Carrier or the Customer at the delivery site, an additional minimum return charge will be applied at the same price as the original delivery price, thereby doubling the price of the load, and we will endeavour to return the goods immediately. Where this is not possible, additional storage or disposal charges may be applied at the discretion of the Carrier and the Customer will be liable for payment. In such an instance when handball is not accepted either by the Carrier or the Customer at the collection site, cancellation charges, as listed below in section **24 (3)**, will apply.

(3) Cancellation Charges, per section **13 (1)**, are applicable to any order which is cancelled. We reserve the right to charge the Customer 50% of the original agreed amount for the consignment, if cancelled with less than 24 hours' notice (excluding Saturdays, Sundays and Public Holidays), if the vehicle is not yet en route to collection. The Customer may be liable to pay up to 100% of the original agreed upon amount for the consignment, if cancelled whilst the Carrier is already en route to the collection point.