

Terms & Conditions

CONDITIONS OF CARRIAGE FOR DYNAMIC DESPATCH LTD ("the carrier")

UNDER THE FOLLOWING CONDITIONS THE LIABILITY OF THE CARRIER OR ITS SERVANTS OR AGENTS IS EXCLUDED IN CERTAIN CIRCUMSTANCES AND LIMITED IN OTHERS AND CUSTOMERS ARE THEREFORE ADVISED TO ARRANGE SUFFICIENT INSURANCE COVER TO PROTECT THEIR INTERESTS FULLY.

1. GENERAL

- (a) The carrier contracts for carriage of goods only under these conditions except where either partner of the carrier has agreed with the customer in writing to vary these conditions. No agent or employee other than a partner of the carrier has the authority to vary these conditions or make any representation about the carrier's business or services.
- (b) In these conditions the word "Consignment" shall mean goods (whether in bulk or in one or more packages) accepted by the carrier and transported by the carrier at one time in one load by or for the customer from one address to one address.

2. SUBCONTRACTING

The carrier may subcontract all or any part of its business and every reference in these conditions to 'the Carrier' shall include every employee agent or subcontractor of the carrier.

3. CUSTOMER WARRANTIES & OBLIGATIONS

- (a) The Customer warrants that:

- (i) He is the owner of the Consignment or he has the authority of the owner to accept these Conditions on the owner's behalf.
- (ii) The Consignment will be safely secured and properly packed and labeled, will be fit and safe to be carried or stored and will comply with all statutory or other regulations for carriage by road, air or sea and for mechanical handling and sorting as may be in force from time to time.
- (b) Prior to collection of the Consignment by the Carrier, the Customer will provide the Carrier with a full declaration of the nature and contents of any consignment containing dangerous, hazardous, infested, contaminated or fragile goods.
- (i) The Carrier will not normally accept Dangerous goods for carriage.
- (ii) The Carrier will only consider accepting Dangerous Goods for Carriage PROVIDED the customer has first given the carrier a full declaration of their nature and contents and after the customer has had them properly and safely packed and labelled in accordance with any statutory or other regulations for the time being in force for their transport by road, sea or air.
- (iii) The customer shall declare on the consignment note in such a manner as the carrier may require if the consignment or any part thereof falls under the definition of dangerous goods.
- (c) The customer agrees to indemnify the carrier against claims costs and expenses however arising in respect of the carriage or storage of any dangerous, hazardous, infested, contaminated or fragile goods whether or not the consignment is declared as such.
- (d) The customer will provide or arrange for the provision of all plant power or labour required in addition to the carrier's carman to load or unload the consignment.
- (e) (i) The customer will pay the carrier's charges calculated on the gross weight of the consignment together with its packaging in accordance with the charges set out in the rate schedule published by the carrier and revised from time to time or such other charges as may be notified to the customer prior to transfer of the consignment to the carrier.
- (ii) For any consignment which exceeds 0.042 cubic metres per 10 kilos, the Carrier charges will be calculated at a notional weight of 6.6 kilos per 0.028 cubic metre.
- (f) The customer will pay the carrier's charges together with VAT (unless this is expressly included in the charges quoted by the carrier in the rate schedule or otherwise) and any customs duties or similar taxes no later than the 30 days following the date of invoice.

- (g) In the event that the carrier's vehicle or driver is delayed at the premises in excess of 15 minutes the carrier may charge the customer its reasonable additional charges in respect of such delay.
- (h) The customer shall arrange for the consignment to be carefully checked immediately upon receipt by the consignee or other recipient of the consignment.
- (i) The carrier must be notified in writing of any loss, damage, misdelivery, delay or shortage of, to, or from any consignment (other than the consignment note) within 28 days after the date of transfer of the consignment to the carrier and the carrier shall not be liable in respect of any such loss, damage, misdelivery, delay or shortage in the absence of such notification within 28 days.

4. Zero Rated Goods for Export

The customer will indemnify the carrier against any liability arising under section 12(8) of the Finance Act 1972 or any statutory modification or re-enactment thereof in respect of failure to export Zero rated goods or to comply with any condition in relation to Zero Rated Goods intended to be exported.

5. Limitation of Carrier's Liability

- (a) The carrier is not a common carrier and reserves the right to refuse the carriage of any goods at its discretion and to inspect any consignment.
- (b) The carrier will not be liable for

- indirect or consequential damage, or for the loss of profits whether or not resulting from the negligence of the carrier.
- (c) The carrier will not be liable for any claims, costs and expenses by whomsoever made or incurred in excess of the limitations of liability stated within these conditions whether or not resulting from the negligence of the carrier (except for claims in respect of the death or personal injury resulting from the carrier's negligence).
- (d) The carrier will not be liable for any loss or damage arising from:
- (i) any act of God including adverse weather conditions.
 - (ii) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property or under the order of any governmental or public or local authority.
 - (iii) any seizure under legal process.
 - (iv) any act or omission of the customer or those for whom he contracts or of the servants or agents of either.
 - (v) any inherent liability to wastage in bulk weight, latent defect or inherent defect, vice or natural deterioration of the goods.
 - (vi) the inadequate or improper packing of the whole or part of the consignment.
 - (vii) the insufficient or incorrect labelling or addressing of the consignment.
 - (viii) any riots, civil commotion, lockouts, general or partial stoppage or restraint of labour from whatever causes.
- (ix) the consignee not accepting delivery within 28 days of the service on the customer of the carrier's notice of non-delivery.
- (x) any marine risks
- (xi) any delay caused by any reason beyond the carrier's control.
6. **Monetary Limit of Carrier's Liability**
- (a) Subject to conditions set out above the liability of the carrier in respect of any one consignment shall be limited to the lower of:
- (i) an amount calculated (by reference to the actual gross weight of the consignment and packaging) in accordance with the following formula:- **£10 per kilo up to a maximum of 1000 kilos per consignment subject to a minimum of £10, or**
 - (ii) the cost value of the consignment to the customer, or
 - (iii) in the case of damaged goods the cost of repair of such goods.
- (b) In the event that part only of a consignment is lost, damaged or misdelivered the liability of the carrier shall be limited to the lower of:
- (i) that amount which bears the same proportion to the amount calculated in accordance with sub clause 6(a) above as the actual value of the lost damaged misdelivered part of the consignment bears to the actual value of the whole of the consignment, or
 - (ii) the cost of repair of any damaged part.
- (c) The customer may, at his option, extend the liability of the carrier beyond the above limits for any consignment the gross weight of which consignment including packaging is under 1000 kilos, by payment of a supplementary charge set out in a rate schedule published by the carrier and revised from time to time. The limit of such extended liability of the carrier will be £15,000 per consignment.
- (d) The carrier offers the customer the various guaranteed services set out in the rate schedule published by the carrier and revised from time to time. In the event of the carrier failing to meet the level of service selected by the customer (except where this failure falls within clause 5d above) credit will be allowed for the difference between the quoted charge for the guaranteed service and the quoted charge for the actual service provided.
- (e) In the event of any claim against the carrier the customer shall at the carrier's request provide evidence of the cost and actual values of the consignment (and the part of the consignment in respect of which any claim is made).
7. **Undelivered or Unclaimed Goods**
- (a) Where the carrier is unable to deliver a consignment and the consignment is not claimed by the customer or its agent within 28 days of notice of such non-delivery served on the customer the carrier shall have the right to sell the undelivered consignment as if the carrier were the absolute owner and pass unencumbered title to the purchaser.
- (b) Payment or tender of the proceeds of the sale to the customer after the deduction of all the carrier's reasonable charges and expenses and all outstanding charges in relation to the carriage shall discharge the carrier from all liability in respect of the carriage and storage of the consignment.
8. **Carrier's Lien**
- (a) The carrier shall have general lien on any consignment for its charges for the carriage or storage of that or any other consignment for the customer or for any other monies due from the customer to the carrier.
- (b) If the monies due are not paid to the carrier within 14 days of their falling due the carrier shall have the same powers of sale as set out in the preceding clause 7 and the carrier may sell the consignment and supply the proceeds of the sale towards the monies due and any reasonable expenses of sale.
- (c) Six months after delivery the carrier may destroy the consignment note and its absence shall not be held against the carrier.
9. **Computation of Time**
- (a) Periods of time shall be computed for the purpose of these conditions without including Sundays or public or bank holidays save that Saturday shall not be included in respect of the service guarantee.
- (b) For all avoidance of doubt the carrier will not deliver on Saturday or Sunday unless otherwise agreed with the customer.
10. **English Law**
- These conditions shall be governed by English Law
11. **Conflict**
- In the event of conflict between anything stated in any other contractual documents and these conditions the wording of these conditions shall prevail except where International Regulations governing the movement by road, air or sea prevail of which the customer should make himself aware.