

## Application Form For Account Facilities

Full Company Name.....

Full Address.....

.....Post Code.....

Email Invoice Address.....

Invoicing Address (if different).....

.....Post Code.....

Telephone Number..... Fax Number.....

Out of Hours Contact Telephone Number (if different).....

VAT Registration Number..... Company Reg No.....

Amount of credit required.....

Type of goods to be carried.....

We understand that all business undertaken by Courier Direct Ltd is  
subject to Courier Direct's terms & conditions of carriage.

Authorised signature of client.....

Print Name.....

Position in Company.....Date.....

# **Courier Direct - Terms & Conditions of Trading.**

## **1. Application of Conditions**

- 1.1 These conditions shall apply to all contracts for the carriage and delivery of goods entered into between the Company & the Customer.
- 1.2 These conditions shall not be varied nor other conditions admitted or applied to any contract nor shall any previous course of dealing between the Company and the Customer be admissible unless they have been incorporated into any contract by a specific written acknowledgement signed by an authorised official of the Company and by the Customer.

## **2. Definitions**

Company means Courier Direct Ltd and shall include where the context admits or requires the company its officers servants and agents and also any delegated carrier which the Company is entitled to appoint in accordance with these conditions.

Conditions means these conditions or any authorised or variation in accordance with Condition 1.2

Contract means each separate agreement for the carriage and delivery of goods within the UK entered into by a Customer with the Company.

Contract Particulars= mean the detail for the proposed carriage of Goods, their delivery and the Price for such a delivery set out on the page of these Conditions and signed by an authorised official on behalf of both the Company and the Customer.

Customer means any party contracting with the Company for the provision of its services for the delivery of goods subject to these Conditions.

Days shall mean working days and shall exclude Bank Holidays or other public holidays and Sundays.

Goods means any consignment whether of one or more items or packages and intended to be carried at the same time from one address to another and delivered to the same assignee on the instruction of the Customer and accepted for such a delivery by the Company under these Conditions.

Price means the sum to be paid 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 engage the services of any third party at its own absolute discretion in the discharge of any contract entered into with the Customer and any such third party shall be entitled to the protection of any of the Conditions which limit, exclude or define the liability of the Company.

## **4. Customers Responsibility**

- 4.1 The Customer warrants that
  - 4.1.1 Where the customer is not the owner of the whole of the Goods the Customer has been fully and lawfully authorised by such owners to act as their agent for the purposes of the Contract.
  - 4.1.2 The Customer has fully described and identified the goods in the Contract Particulars and that the Goods will be submitted for collection in accordance with the Company requirements as to the size and weight and properly packaged and addressed.
- 4.2 In the event of the Customer failing to comply with any of the requirements of the Company with regard to the Goods as required under Condition 4.1 the Customer will indemnify the Company for all damages, costs, expenses or other liabilities whatsoever arising out of the non-compliance by the Customer with these Conditions save where such liability is occasioned by any act or default of the Company.
- 4.3 Any receipt or acknowledgement given on the collection or delivery of the Goods shall be evidence only of the fact of collection and shall not constitute any acknowledgement or admission on the part of the Company as to the compliance of the Customer with the Company=s requirements in respect of the Goods or any part of them under this condition.

## **5. Price**

- 5.1 The companys published tariff of standard set charges set out in the Contract Particulars will apply to this contract save where special circumstances have been declared by the Customer and a special price has been agreed and confirmed in writing in the Contract Particulars. Where a representative of the company is detained for a period exceeding 15 minutes beyond the time of collection or delivery the company will charge for periods of further waiting at intervals of 15 minutes at the current published rate.
- 5.2 Payment in full shall be made within 30 days of the date of invoice in the case of account customers and no later than the time of the collection of the goods for delivery in the case of all other customers and shall be a pre-condition for the commencement date of the Contract.
- 5.3 All charges stated by the Company are exclusive of value added tax which where payable shall be paid in addition to the Price.
- 5.4 If the discharge of any Contract requires the Company to perform services on a Bank or other Public Holiday the Company shall be entitled to make a reasonable extra charge to reflect any additional costs thereby incurred by the Company but in the event of non-performance or delayed completion of such services the Company shall be only entitled to apply standard rate of charge in force at the date of the non-performance or delayed completion.
- 5.5 All invoice queries must be made within 30 days of the invoice date.

## 6. **Liability**

- 6.1 The Company shall be liable to the Customer for loss or damage to the Goods carried by the Company under any Contract with the Customer only if and so far as such loss or damage is caused by the negligence, breach of duty or other act of omission in breach of these Conditions by the Company provided that the Company shall not nor shall any of its directors, servants or agents be liable for any loss or damaged occasioned directly or consequentially by;
- 6.1.1 Any Act of God force majeure or other occurrence beyond the control of the Company and including without prejudice to the generality of the foregoing war invasion hostilities riots commotion insurrection rebellion and other like occurrences.
- 6.1.2 The failure of the Customer to ensure sufficient or proper packaging labelling or addressing or any other Act of the Customer or others on whose behalf the Customer is acting including their servants & agents.
- 6.1.3 The unknowing carriage of radioactive toxic explosives, poisonous or other deleterious or hazardous or contaminative substances/gasses/liquids.
- 6.1.4 Any due process of law or other governmental act (local or national).
- 6.1.5 Any industrial dispute, strikes or other withdrawal of labour.
- 6.1.6 The affect of any inadvertent or accidental exposure to electrical magnetic bionic radiation or other similar occurrence.
- 6.1.7 Any deterioration in the Goods carried consequent upon any inherent or latent fault natural wastage or decay.
- 6.1.8 Weather conditions traffic congestion mechanical breakdown public highway or private road obstruction or any similar occurrence provided only that in the event of breakdown the Company has used all reasonable efforts to provide a replacement vehicle with the minimum possible delay having regard to the circumstances of the brake down.
- 6.2 The Company shall not be liable for any loss or damage suffered by the customer other than the loss or damage to the Goods carried unless the Customer has disclosed in writing to the Company prior to the making of the Contract specific details of additional risks or claims which might be consequent upon the loss or damage to the Goods subject to the Contract and the Company has accepted the Goods on that disclosure.

## 7. **Limitations of Liability**

- .1 If any liability to a Customer arises under a Contract the Companys liability shall be limited to the following amounts:-
- 7.1.1 In the case of loss or damage to the whole of the goods  
(l) The sum calculated at a rate of Twelve pounds per Kilogram of the gross weight of the Goods to maximum claim limit of five thousand pounds.
- a In any case the maximum claim limit is five thousand pounds.
- 7.1.2 In the case of loss or of damage to part only of the Goods to the proportion of the sum calculated under Condition 7.1.1 above as the actual value of the damaged portion of the Goods bears to the actual value of the whole of the Goods.
- 7.1.3 In respect of any claim arising other than as a result of loss of or damage to the Goods or any part thereof a sum not exceeding fifty pounds in respect of any one Contract.
- 7.1.4 The provision of Condition 7.1 above shall be subject to proof of value and weight of the Goods by the Customer precedent to any claim.
- 7.1.5 A one hundred pounds excess is deductible on any claim.

## 8. **Notification of Claims**

- 8.1 The Company shall not be liable to the Customer in any circumstances unless written notice is received by the Company at its registered office within 14 days of the date of the acceptance and despatch of the Goods pursuant to any Contract in the case where there is loss or damage to the whole or part of the Goods or in all other cases within 28 days of the Contract.
- 8.2 No claim shall be entertained by the Company nor liability attached to the Company unless all sums due from the Customer to the Company have been duly paid in accordance with the Contract.

## 9. **Conditions of Delivery**

- 9.1 The Customer must ensure that where the Goods are to be collected by the Company from a collection point specified in the Contract Particulars they are ready and available at or within the time or times agreed in the Contract Particulars or where Goods are to be delivered to the Company=s premises they are so delivered at or within the time or times agreed in the Contract Particulars.
- 9.2 The Customer shall also ensure that if the loading or unloading of the Goods requires special facilities the Customer shall at its own expense ensure that such facilities are available at both the collection and delivery points within the time/s agreed within the Contract Particulars.
- 9.3 The Customer shall further ensure that an authorised representative (who shall produce evidence of that status) is available to receive delivery of and shall provide the Company=s representative with written receipt for the delivery of the Goods which shall be conclusive evidence of delivery (fraud, collusion or dishonesty excepted).
- 9.4 Unless specified in the Contract Particulars the method and route of delivery shall be entirely within the discretion and decision of the Company.
- 9.5 Delivery shall be made within the normal hours of trading of the Company unless otherwise agreed in writing in the Contract Particulars.
- 9.6 Where the Company=s representative can not complete the delivery within the normal hours or in accordance with any special delivery conditions stipulated in the Contract Particulars due to circumstances beyond the Company=s Control or responsibility the Goods shall be returned to the Company=s premises and notices by post or fax or telephone shall be given to the customer requiring further instructions as to delivery and the Company shall be

- entitled in such circumstances to impose additional charges to be paid before the goods are re-delivered including charges for any warehousing or other facilities which has been necessary to provide having regard to the nature of the goods and the period of delay or in respect of any varied delivery destination consequent upon non-delivery or where such non-delivery is due to the Customer=s failure to ensure the reception of the Goods at the delivery point
- in accordance with the Contract Particulars.
- 9.7 The Goods shall be deemed in 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 handed to the Company=s representative.
- 9.7.2 In the event of non delivery due to the Customer=s default in providing special facilities (if required) or failing to provide reception for the delivery at the delivery point in accordance with the Contract Particulars or to secure the presence of an authorised representative of the consignee with any necessary supporting staff for the reception of the Goods until the expiration of 24 hours after the time of a faxed or telephone notice to the Customer at the Customer=s address specified in the Contract Particulars.
- 9.7.3 In any other case until the expiration of 24 hours after the date of a written or faxed notice sent to the Customer at the Customer=s address for service shown in the Contract Particulars.
- 10 **Lien**
- 10.1 The Company shall have a lien against the Customer or the owner or owners of any Goods comprised in the Contract for any monies and other liabilities whatsoever due from the Customer or such owner or owners to the Company.
- 10.2 If any such monies or liabilities are not paid or satisfied in accordance with these Conditions the Company shall be at liberty in its absolute discretion to sell any or all of such goods as the agent for the owner or owners thereof and to apply the proceeds towards the payment or satisfaction of all monies or liabilities and all attendant expenses of such sale subject only to the Company accounting to the Customer for the balance of any such proceeds of sale when the Company shall be discharged from all liability whatsoever in respect of the Goods.
- 10.3 Failure to deliver within a specified time period due to the exercise of any lien shall not entitle the Customer or such owner or owners to withhold payment of any of the Company=s charges.
11. **Severance**
- If at any time any one or more provisions of this condition shall become or be declared invalid illegal or unenforceable in any respect under any law the validity and enforceability of the remaining provisions hereof shall not in any way be effected or impaired thereby.
12. **Notices**
- Any notice required under the provisions of these Conditions may be served by facsimile or by first class post in accordance with Section 196 of the Law of Property Act 1925 addressed to the party to be served at the fax number or the address specified in the Contract Particulars and shall be deemed to be served where given by a fax at the time of despatch of the facsimile message but in the case of first class post in accordance with the said rules.
13. **Governing Law**
- These Conditions and each and every Contract pursuant hereto shall be governed and construed in accordance with English Law and the Customer hereby submits to the non-exclusive jurisdiction of the English Courts.

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