

COURIER-NETWORKS

TERMS & CONDITIONS

1. Definitions

- 1.1** "Booking" means a booking for the carriage of a Consignment placed by a customer with the Carrier whether by telephone, fax, online, social media, app or other means.
- 1.2** "Carrier" means Courier-Networks.
- 1.3** "Customer" means the person who contracts for the services of the Carrier.
- 1.4** "Conditions" means these conditions of carriage, which shall apply to the contract of carriage between the customer and the Carrier.
- 1.5** "Consignee" means the person to whom the Carrier delivers the Consignment.
- 1.6** "Consignment" means goods or property, whether or not contained in separate parcels, packages, containers or envelopes including any paper, documents and cash, to be delivered by the Carrier for the customer to the Consignee.
- 1.7** "Dangerous Goods" means dangerous goods as defined in the Carriage of Dangerous Goods by Road Regulations 1996 (as amended, re-enacted or extended from time to time), and any other substance likely to cause or encourage disease, vermin, pests or other hazard.
- 1.8** "Excluded Goods" means goods which will not be carried by the Carrier as specified on the Website from time to time which shall include (but not exclusively) animals (live and dead), illegal substances, guns and explosives;
- 1.9** "Restricted Goods" means goods that may be carried by the Carrier but only with prior notification and subject to safety, security and/or statutory requirements.
- 1.10** "On-line" means Bookings and Booking enquiries made by the customer On-line via Courier-Networks Website.
- 1.11** "Website" means the Courier-Networks website located at www.courier-networks.co.uk.

2. General

- 2.1** The Carrier, whether or not acting as a common carrier, accepts at its sole discretion the carriage of Consignments subject only to these Conditions. These Conditions shall apply to the exclusion of any other terms and conditions (including those of the customer) unless agreed in writing by a Director of the Carrier, subject always to clause 9.2, no employee, agent or sub-contractor of the Carrier is authorized to alter or vary these Conditions.
- 2.2** The customer acknowledges and agrees that the Conditions excluding or restricting

any liability of the Carrier are reasonable having regard to the existence of alternatives and other carriers available to it.

- 2.3** The customer warrants that it has full power and authority to enter into and perform its obligations under these Conditions.
- 2.4** The Carrier reserves the right to withdraw the Website and enquires made On-Line without prior notice and also to refuse to accept and/or perform any orders placed thereon.

3. Consignment

- 3.1** Each Booking by the customer to the Carrier shall be submitted by the customer to the Carrier by telephone, email, fax and/or other electronic means that may exist from time to time.
- 3.2** The Carrier shall provide the customer with a quotation for the carriage of the Consignment in question and such quotation shall be valid for a period of 7 days or such other period as the Carrier may at the time specify. The Carrier shall provide written quotations to the customer upon request. All Bookings are subject to acceptance by the Carrier and the Carrier reserves the right to refuse to accept any Bookings. All Bookings are subject to the terms and conditions of these Conditions, and each booking shall be deemed to be a separate and independent contract and the Carrier reserves the right to amend any Booking at any time upon notice to the customer.
- 3.3** Additional charges may be imposed by the Carrier (and the customer shall pay such charges) if the Carrier is prevented from performing its obligations under these Conditions except to the extent that the Carrier's failure to perform is caused solely by a force majeure event as specified in clause 10.4.3.
- 3.4** Unless agreed otherwise by the Carrier, the Consignment shall only be delivered to the address specified by the customer at the time of Booking and the Carrier reserves its right to vary its charges in respect of any variation to the delivery address by the customer.

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- 3.5** All quotations for the Carrier's charges are calculated in accordance with the carrier's current rate card (which may change from time to time and be varied for specified customers) and will be dependent upon the delivery locale, the size of the Consignment and the type of Consignment service specified in the Booking. Further details of the Carrier's charges and Consignment services are available upon request.
- 3.6** All Dangerous Goods must be disclosed by the customer in advance and unless otherwise agreed, the Carrier will not accept or carry Dangerous or Restricted Goods. Where the Carrier accepts Dangerous or Restricted Goods for carriage they must be classified, packed and labelled in accordance with any applicable statutory regulation for the carriage of such Dangerous Goods and with any specific instructions of the Carrier. The customer shall further provide such information, document or declaration as may be necessary to enable the carriage of such Dangerous or Restricted Goods.
- 3.7** If the proposed Consignment contains cash or cash equivalent including, but not limited to, travelers cheque, bearer bonds, bank cards or credit cards, and mobile phones or equivalent, the customer shall notify the Carrier at the time of booking as to the content and value of such Consignment. The Carrier shall not be liable to the customer for any loss, however caused, unless the Carrier has agreed in writing to the customer to accept such liability. The Carrier reserves the right to charge the customer (and the customer shall pay) an additional sum ("Added Liability Cover") for the carriage of the Consignment and will inform the customer of such sum prior to accepting the booking.
- 3.8** The customer shall notify the Carrier at the time of Booking if: (i) the Consignment contains any perishable goods; (ii) is of a value in excess of five thousand pounds sterling (£5,000) in the case of Consignments to be delivered within mainland Britain; or (iii) is of a value in excess of one hundred pounds sterling (£150) in the case of Consignments to be sent overseas.
- 3.8.1** If the value of the Consignment to be sent within the UK is less than five thousand pounds sterling (£5,000), the customer may request and pay the Carrier to provide "Added Liability Cover" to provide a higher limitation on the Carrier's liability in respect of such Consignment up to the value of such Consignment. In these circumstances, the Carrier shall charge the customer (and the customer shall pay) an additional fee calculated as £5 plus two per cent (2%) of the value of the Consignment for the Added Liability Cover.
- 3.8.2** Where the value of the Consignment to be sent is greater than £5,000, clause 3.9 shall apply and the Added Liability Cover shall be 2% of the declared value subject to a minimum charge of (and the customer shall pay) one hundred pounds sterling (£100) and shall be agreed and paid by the customer prior to acceptance of the Booking.
- 3.9** In the event that the value of the Consignment being delivered within mainland Britain is worth in excess of five thousand pounds sterling (£5,000) and the Customer fails to notify the Carrier at the time of Booking, the Carrier will not be liable to pay to the customer for any loss, damage or other claims more than the normal rate of compensation as laid out within these Terms & Conditions.
- 3.10** Clauses 3.8 and 3.9 do not apply to Excluded Goods. The Carrier will not accept for compensation any Consignments which contain Excluded Goods in whole or in part. The customer must inform the Carrier at the time of Booking whether the Consignment comprises Excluded Goods in whole or in part. If the customer fails to so inform the Carrier in accordance with this clause 3.10, such Consignment will be delivered solely at the customer's risk and the customer shall indemnify and keep the Carrier indemnified against any and all losses, damages, claims, liabilities, costs and expenses (including, without limitation, legal costs and expenses) suffered or incurred by the Carrier arising out of, or in connection with, the delivery of the Consignment comprising such Excluded Goods in whole or in part.
- 3.11** The Carrier's liability in respect of each Booking will vary in accordance with the value of the Consignment. The total liability of the Carrier in respect of any Booking is specified at clause 10.3 below.
- 3.12** The customer is responsible for providing sufficient information to the carrier in order

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for the carrier to fulfil its obligations under these terms and conditions including (but not exclusively) to ensure that the address of the consignee is correct, someone is liable to be at the delivery address to accept the consignment or a safe location or neighbour is identified for leaving the consignment. A correct telephone number for the consignee will, in most incidents, satisfy this requirement. The carrier will make up to three attempts within three working days to make good any such delivery after which the consignment will be returned to the customer at the customer's expense. The carrier is also at liberty to charge a customer an additional fee where such events become common place, usually more than ten times per month.

4. Delivery

- 4.1** The customer shall ensure that the Consignment is secure, properly packed and labeled in accordance with good practice and any applicable statutory requirements and is fit and safe to be carried, stored and transported by road, air, rail or sea as may be appropriate.
- 4.2** The Carrier will use all reasonable efforts to deliver within the time specified for delivery but unless otherwise agreed these are estimates only.
- 4.3** Unless the Carrier has otherwise agreed in writing with the customer:
 - 4.3.1** the Carrier shall not be required to provide any labour or special equipment for loading or unloading the Consignment, other than that carried by the vehicle used by the Carrier. With regard to parcel, no single item within a consignment should be larger or heavier than can be reasonably expected to be lifted and placed in a van by an adult person; and
 - 4.3.2** should the carrier agree to accept at the time of booking an oversize consignment, the customer warrants that it will provide or procure any special equipment required for loading and unloading the Consignment and shall indemnify and hold harmless the Carrier for any damage to the Consignment or the Carrier, however caused, if the Carrier is instructed to load or unload any Consignment requiring special equipment where such equipment has not been provided or procured by the customer: and

- 4.3.3** should, on collection, the consignment be greater in size and/or weight than represented by the customer at the time of booking, the carrier is at liberty at its discretion to either (i) refuse to accept the consignment for carriage or (ii) modify the agreed carriage charge to reflect the nature of the consignment. In either case the Carrier is at liberty to charge a fee for attending to make the collection and/or an additional charge for its carriage.

- 4.4** The Carrier shall deliver Consignments according to such route as it in its absolute discretion thinks fit.

5. Consignment Notes

- 5.1** The Carrier shall provide a Collection Note which both the Carrier and Customer shall sign as acknowledging receipt of the Consignment but such document shall not be evidence of the condition, declared nature, quantity or weight of the Consignment at the time it is received by the Carrier.
- 5.2** The Carrier will require acknowledgment at the point of delivery ("Delivery Note" aka "POD" (proof of delivery)) of the delivery of the Consignment and any such receipt given shall be conclusive evidence of proper delivery.

6. Transit

- 6.1** Transit commences when the Carrier takes possession of the Consignment, whether at the Carrier's premises or at some other point of collection.
- 6.2** Subject to clause 6.3, transit shall (unless otherwise agreed) end when the Consignment is tendered at the address of the Consignee's which was provided at the time of Booking by the customer.
- 6.3** In cases where a Consignment: (i) cannot be delivered (for whatever reason) or (ii) is held by the Carrier to await order or further instructions and such instructions are not given, or (iii) where the Consignment is not collected or the Carrier is not contacted by the Consignee within 72 hours of notice of a card being left at the Consignee's address, then the Carrier will return the consignment to the Customer with the Customer being responsible and will pay to the Carrier the cost of the delivery and the cost of returning the consignment.

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6.4 Where a Consignee is out and delivery cannot be made, the Carrier will attempt up to three times to deliver the Consignment failing which action outlined in clause 6.3 will be undertaken. The Carrier will charge the Customer a re-delivery charge, the amount as set from time to time.

6.5 The Carrier shall be entitled to recover its charges in full for any delivery, which is unsuccessful due to incorrect or inadequate information provided by the customer and in addition recover any expenses or losses it suffered or incurred in attempting to effect delivery.

6.6 The customer understands and accepts that the Carrier shall be entitled to open and examine any Consignment that the Carrier considers to be a security or health and safety risk to the Carrier and to take, at its sole discretion, such appropriate action thereafter. This will include Consignments that are believed to possibly endanger or cause damage to other consignments being carried by the Carrier.

7. Undelivered or Unclaimed Goods

7.1 Where the Carrier is unable to effect delivery as requested by the customer when making a Booking, or where transit has come to an end, the Carrier shall use its reasonable endeavours to notify the customer and the Consignee of any undelivered or unclaimed Consignment. If after 7 days (or such other time as the Carrier may nominate) of notice being given no instruction has been received from the Customer, the Carrier will return the Consignment to the Customer at the expense of the Customer as outline in clause 6.3. However, should the Customer fail to pay such charge, the title to the Consignment shall transfer to the Carrier and the Carrier may dispose of or sell the goods as if it were the absolute owner.

7.2 The Carrier shall use its reasonable endeavours to obtain a reasonable price for the goods and shall apply the proceeds of sale to the payment of all its proper expenses and charges suffered or incurred in relation to the carriage, storage and sale or disposal of the goods. Any proceeds left over shall be paid to the customer upon which the Carrier shall be discharged from all liability in respect of the Consignment.

8. Cancellation

8.1 In the event of cancellation of any Booking for a Consignment by the customer less than 4 hours prior to collection of the Consignment from any destination, the customer shall be liable to the Carrier for the Carrier's charges in part/full for the carriage of the Consignment.

9. Carrier's Charges

9.1 The customer shall pay the Carrier's charges in accordance with these Conditions. The charges payable in respect of the Carriage of any Consignment shall be specified by the Carrier to the customer or in force with the customer at the time of Booking.

9.2 Payment terms:

9.2.1 Customers who do not have an account with the Carrier, are required to make payment in full at the time of booking via bank card or the payment of cash at time of collection. Collection will not be made unless payment has been received in full.

9.2.2 Customers with an account with the Carrier will be invoiced on a monthly basis and required to pay their account in full with 14 days of the date thereof. Payment terms may be extended (subject to status) to 28 days from date of invoice for a customer who has completed a credit application form. Any variation to these terms may only be agreed in writing by an authorized employee of the Carrier.

9.3 The Carrier's charges shall be based on the tariff that is in effect at the time of carriage of the Consignment.

9.4 Credit facilities granted to a customer may be withdrawn at the Carrier's absolute discretion at any time and the balance outstanding shall become due immediately on demand. The Carrier is at liberty to decline a Booking where an account is overdue or unpaid.

9.5 Where a customer fails to settle their account and it remains outstanding for an extended period, the carrier may refer such an account to a debt recovery agent where the customer will additionally be liable for: (i) any additional costs and charges resultantly incurred by the carrier, (ii) fees & costs of the debt recovery agent and (iii) associated court, solicitor & disbursement

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costs in recovering the outstanding balance. Interest may be applied daily at court rate.

9.6 If at the time of Booking the customer pays for a Consignment by credit card, the amount quoted by the Carrier to the customer at the time of Booking will be charged to the customer's credit card wherever reasonably practicable within 24 hours (or such other period as the Carrier may reasonably determine) of the Carrier's acceptance of the Booking. In the event that any additional charges are imposed by the Carrier pursuant to clauses 3.3, 6.3, 6.4, 6.5 & 7.1 above, the customer hereby authorises the Carrier to charge such additional charges to the customer's credit card wherever reasonably practicable within 24 hours (or such other period as the Carrier may reasonably determine) of the Carrier incurring such charges.

9.7 The Carrier shall be entitled to charge interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate of the Bank of England from time to time until payment is made in full. When payment is not made by the due date, the customer shall indemnify the Carrier for any costs and/or expenses it may suffer or incur in recovering the sum due, including reasonable legal fees and costs of collection.

9.8 Any queries in respect of an invoice must be made in writing within 7 days of the date of the invoice otherwise it will be deemed to have been accepted and will be payable in full by the customer.

9.9 All charges quoted are exclusive of value added tax and all other duties or taxes which may become due or payable from time to time and shall be added to invoices at the rate applicable at the date of invoice.

10. Limitation of Liability

10.1 Notwithstanding any other clause within these Conditions, neither party excludes or limits liability for personal injury or death arising from the negligence or wilful default of either party, its servants, dealers or sub-contractors; or any fraudulent misrepresentation.

10.2 The Carrier shall not be liable to the customer, whether in contract, tort or by statute, or otherwise in respect of any loss of profits and/or for any special, indirect,

incidental or consequential loss or damage suffered by the customer howsoever caused including, without limitation:

10.2.1 loss due to delay in delivery; and/or

10.2.2 loss of anticipated savings; and/or

10.2.3 loss of business and/or goods; and/or

10.2.4 loss of goodwill; and/or

10.2.5 loss of use; and/or

10.2.6 loss of data or other information; and/or

10.2.7 loss relating to the procurement by the customer of any substitution of goods or services.

For the avoidance of doubt, the types of loss and/or damage specified in clauses 10.2.1 to 10.2.7 above shall not constitute direct loss for the purpose of these Conditions.

10.3 Except as expressly provided in these Conditions, the total liability of the Carrier in respect of any contract arising from a Booking is specified below:

10.3.1 where a Consignment does not have Added Liability Cover, the liability will be calculated at the lesser of (i) the claimed value of the consignment or (ii) £12 per Kg or part thereof (volumetric or actual weight, whichever is the greater) of the documented weight of the of the Consignment;

10.3.2 where the Consignment carries Added Liability Cover, the Customer will be required to complete a claim form and provide documentary evidence as to the replacement value (and not the sale value) of the Consignment for which the Carrier will be liable less an Excess charge of £50.00;

10.3.3 where it transpires that the value of a consignment as defined in clause 10.3.2 is greater than the amount declared by the Customer at the time of booking, the Carrier will only be liable for the amount declared by the Customer less an Excess charge of £50.00;

10.3.4 where the customer (i) does not accurately declare the nature of the goods contained within the Consignment, or (ii) fails to

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declare that there are perishable goods, or (iii) does not declare that the Consignment comprises Excluded or Restricted Goods in whole or in part or (iv) fails to pay the Additional Fee when due, the total liability of the Carrier for that Consignment shall be as set out in clause 10.3.1 above.

10.4 The Carrier shall not be held responsible for any event beyond the reasonable control of the Carrier, which prevents it from performing its obligations under the relevant contract including, but not limited to:

10.4.1 acts, omissions or misrepresentations by the customer, the owner of the Consignment, the Consignee or any independent or third party contractor;

10.4.2 natural deterioration or fragility of the Consignment (notwithstanding that it may be marked "Fragile"); and/or

10.4.3 any unforeseen circumstances or causes beyond the Carrier's reasonable control, including but not limited to, act of God, war, riot, malicious damage, compliance with any law or government emergency procedure, accident, fire, flood, storm or industrial dispute, insufficient or improper packing, labelling or addressing, unless it is previously agreed in writing that the Carrier shall perform such task; or

10.4.4 marine risk.

10.5 The customer shall provide to the Carrier written proof of the value of the Consignment damaged or lost and the Carrier shall be entitled to inspect the damaged Consignment.

10.6 Carrier shall only be liable for loss or damage occurring within Great Britain. For journeys outside Great Britain, liability shall be restricted to the amount of cover provided by the international agent or carrier chosen at the Carrier's absolute discretion. Details of such cover shall be provided to the customer upon request.

10.7 Where carriage by air involves an ultimate destination or stop outside the country of origin the Warsaw Convention may apply. The Warsaw Convention governs and in most cases limits the liability of carriers in respect of loss of or damage or delay to cargo. (For the purpose of these terms the phrase "the Warsaw Convention" means (i)

the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12th October 1929 or (ii) that Convention as amended or supplemented by any protocol or supplementary convention or (iii) the Montreal Convention 1999, whichever is applicable.) Notwithstanding any clause to the contrary, international carriage by road may be subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road signed at Geneva on 19th May 1956 ("the CMR Convention").

11. Website

11.1 The information provided on the Website has not been written to meet specific customer requirements and it is the sole responsibility of the customer to satisfy itself that the service ordered via any Booking, On-line or otherwise, is suitable for its requirements.

11.2 Whilst the Carrier makes all reasonable attempts to exclude viruses from the Website, it cannot ensure that the Website will be virus free.

11.3 The Website is intended for use by the residents in the United Kingdom only and only in respect of their activities within the United Kingdom.

12. Time Limits for Claims

12.1 The Carrier shall not be liable for loss of, misdelivery or damage to any Consignment unless it is notified by the customer of such loss or damage in writing within 7 days of the end of the transit and the claim giving details of the value and the circumstances of any loss is made in writing within 14 days after the end of transit. A claim for loss or damage will not be accepted on the consignment note.

13. Indemnity to the Carrier

13.1 The customer shall indemnify the Carrier against:

13.1.1 all losses suffered by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) as a result of any breach by the customer of these Conditions, fraud, error, omission, or misrepresentation by the

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customer, owner of the Consignment or Consignee;

13.1.2 all claims and demands made against the Carrier by any third party in excess of the liability of the Carrier under these Conditions;

13.1.3 all losses suffered by and claims made against the Carrier resulting from loss of or damage to property caused by or arising out of the carriage of Dangerous Goods; and

13.1.4 all claims made upon the Carrier by HM Customs & Excise in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended.

14. Severance

14.1 If any provision of these Conditions is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of these Conditions and of such provision shall continue in full force and effect.

15. Miscellaneous

15.1 A person who is not a party to the contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15.2 The Carrier undertakes to comply with any and all provisions of the Data Protection Act 1998 as applicable.

15.3 During the continuance of the business relationship with the Carrier, and for a period of 6 months immediately following the last Booking placed by the customer, the customer shall not, directly or indirectly, solicit or offer employment or any other form of contract for services to any of the drivers, employees, franchisees and/or sub-contractors of the Carrier who were directly involved in the performance of a contract of carriage during the 6 months immediately preceding the last Booking placed by the customer.

15.4 The payment terms and charges paid to the Carrier are confidential, and the customer shall take all reasonable steps to ensure that such terms remain confidential. The customer may not disclose the terms or make any public announcement about the

relationship the parties have entered into without the prior written agreement of the Carrier, save for any disclosure required by law or by a statutory or regulatory body with power to order such disclosure.

15.5 Any notice or other communication to be given under or in connection with this Agreement, shall be given in writing and sent by first-class post, email or facsimile to the registered address of each party, or such other address as either party may substitute by written notice to the other. A notice shall be deemed delivered within two working days of posting, in the case of first-class post; 24 hours after sending an email; and on completion of the transmission in the transmission report in the case of fax.

15.6 The Carrier shall be entitled to subcontract in whole or in part the performance of any or all of its obligations under these Conditions.

15.7 The waiver of either party of any breach of these Conditions will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.

15.8 These Terms and Conditions constitute the entire agreement between the parties and supersede any prior agreements, representations and understandings relating to the subject matter of these Terms and Conditions. Nothing in these Conditions shall limit either party's liability in respect of fraudulent misrepresentation.

15.9 These Conditions shall be subject to and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.