

CONDITIONS OF CARRIAGE

1. Definitions:
 - 1) "The Company" means Premier Despatch Services Limited (trading as "Premier Despatch" and "APC Overnight"), West Craigs Industrial Estate, Edinburgh, EH12 0BD, and includes their subcontractors, agents, partners and employees.
 - 2) "Sender" means any customer sending goods or requesting that goods be collected by the Company and includes its employees and agents.
 - 3) "Consignee" means any person receiving goods by the Company's services and includes his employees, agents and representatives.
 - 4) "Consignment" means any goods accepted by the company at one time from one sender for delivery to one address.
 - 5) "Subcontractor" means any carrier engaged by the Company to carry goods on its behalf.
 - 6) "Dangerous Goods" shall mean goods which are specified in the IATA list of dangerous goods, or which although not specified therein are not acceptable on the ground of their dangerous or hazardous nature and goods though not included above are of a similar nature.
 2. The carriage of goods by the Company is subject to the following conditions which shall be deemed to be incorporated in and to be a condition of any agreement between the Company and the sender. The Company is not a common carrier. The Company is not trading as warehousemen. There are no other conditions of carriage and no agent, subcontractor or employee of the Company has the authority of the Company to vary these conditions.
 3.
 - 1) The company may engage subcontractors to perform the contract of carriage or any part thereof on their behalf.
 - 2) The Company enters into the contract of carriage for themselves and on behalf of their subcontractors, agents or servants all of whom shall be under no liability to the sender in respect of goods greater than or in addition to that of the Company under contract.
 4.
 - 1) The sender warrants that if the goods are not his own unencumbered property he has the authority of all persons owning or interested in the goods to enter into the contract, and contracts on their behalf.
 - 2) The sender also warrants that at the time of delivery to the Company all goods are fit to be carried or stored by the Company and are not dangerous goods.
 - 3) If any claim or demand is made against the Company by any person arising from or as a result of any breach by the sender of any warranty contained in this clause the sender will indemnify the Company against all and any loss, damage, costs and expenses sustained or incurred by the Company by reason of such claim or demand.
 5. The Company shall if required sign a form of receipt prepared by the sender in respect of the consignment but no such signed document shall be evidence of the correctness of the declared nature, quantity, weight or condition of the consignment at the time of receipt by the Company.
 6.
 - 1) Except under special arrangements previously made in writing the Company does not accept for carriage or storage nor shall the sender deliver to the Company for carriage or storage bullion, coins, precious stones, jewellery, negotiable instruments, valuables, antiques, pictures, mobile telephones, livestock, plants, perishable goods or items of a damageable nature. Should the sender nevertheless cause the Company to carry or store such goods without a previous special arrangement made in writing the Company shall be under no liability whatsoever for or in connection with the goods.
 - 2) The Company does not accept for carriage or storage nor shall the sender deliver to the Company for carriage or storage any matter the carriage of which would contravene the exclusive privilege of the Post Office.
 7. Subject to these conditions the Company shall be liable for:
 - 1) Loss or misdelivery of or damage to the goods occurring during transit as defined by these conditions unless the Company shall prove that such loss, misdelivery or damage has arisen from:
 - a) Act of God
 - b) 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 or damage to property by or under the order of any government or public or local authority;
 - c) Seizure under legal process
 - d) Act or omission of the sender
 - e) Inherent liability due to wastage in bulk or weight latent defect, vice or natural deterioration of the goods
 - f) insufficient or improper packaging
 - g) insufficient or proper labelling or addressing
 - h) riot, civil commotion, strikes, lockouts, stoppage or restraint of labour from whatever cause
 - i) consignee not taking or accepting delivery
 - k) any other cause beyond the control of the Company.

Provided that:

 - i) where loss, misdelivery or damage arises and the Company proves that it has used all reasonable care in the carriage of goods the Company shall be relieved from liability for such loss, misdelivery or damage
 - ii) the Company shall not incur liability of any kind in respect of goods where there has been a fraud on the part of the sender
 - iii) when goods are consigned as damageable goods not properly protected by packing the company shall not be liable for loss or misdelivery or damage to the goods under this condition except upon proof by the sender:
 - a) at the same time was caused by the wilful misconduct of the company or;
 - b) that the loss would have been incurred even if the goods had been properly protected by packing.
 - 2) Loss proved by the sender to have been caused by delay in the carriage of the goods unless the Company proves that such delay has arisen without negligence on the part of the Company.
8. The Company has no precise knowledge of the nature, contents or value of the goods carried or stored and therefore can offer only limited insurance. The level of insurance cover is dependent on both the type of transport requested and the weight of the consignment, as follows:
 - 1) Direct Road Courier. Where the sender has requested direct delivery to the destination by a dedicated road courier, or in the opinion of the Company such transport is the most appropriate way to carry the consignment, cover is limited to the actual replacement value of the consignment or £5,000, whichever is less. Maximum claim per single event is £40,000.
 - 2) Other Road Transport. Where the sender has requested road transport other than as described above, to a delivery point within mainland United Kingdom, cover is limited to the actual replacement value of the consignment or £13 per kilogram (minimum £250 and maximum of £40,000), whichever is less
 - 3) Air Transport/International. Where the sender requests transport by air, or in the opinion of the Company such transport is the most appropriate way to carry the consignment, or where the destination of the consignment is outwith mainland UK, cover is limited to the actual replacement value of the consignment or £250, whichever is less. While goods are in the possession of an airline, they are not insured and at Customer's own risk. Maximum claim per single event is £4,000.
9. Notwithstanding anything contained herein the Company shall not in any event be liable:
 - a) for loss from a package or from an unpacked consignment or for damage, misdelivery or delay unless they are advised in writing (on the sender's own paper) within three days and a claim made within seven days of the completion of delivery of the consignment.
 - b) for loss or non-delivery of the whole of a consignment or any separate package forming part of the consignment unless they are advised in writing (on the sender's own paper) within twenty eight days and a claim made within 42 days of date when delivery should have been completed.
 - c) for the first £50 of any claim

Provided that if in any particular case the sender proves that :

 - i) it was not reasonably practicable for the sender to advise the Company in writing within the aforesaid times, and
 - ii) such advice or claim was given or made immediately it became practicable for the sender so to advise the Company.

the Company shall not have benefit of this provision.
10. No insurance will be effected in excess of the limits detailed in Section 8, and all insurances effected by the Company are subject to the usual and prevailing conditions and exceptions of the insurance company or the underwriters taking the risk. The Company shall not be under any obligation to effect insurance or to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability in relation thereto.
11. A claim or counterclaim may not be made the reason for deferring or withholding payment of monies payable or liabilities incurred to the Company.
12.
 - 1) The Company's charges for carriage, associated collection and delivery services, and services incidental thereto shall be payable by the sender without prejudice to the Company's rights against the sender or any other person.
 - 2) The Company does not accept payment "carriage forward" without prior notice. Where "carriage forward" consignments have been accepted by the Company the sender shall pay the charges if the consignee fails to pay on delivery or demand according to the prior arrangement.
13.
 - 1) Transit begins when the consignment is handed to an authorised Company representative whether at the collection point or at the Company's premises.
 - 2) Transit shall end when the consignment is tendered at the usual place of delivery at the consignee's address during current local cartage hours or at such other delivery time and place previously agreed upon.

Provided:

 - 1) that if the consignee refuses a consignment or is unable to receive transit shall be deemed to have ended after the expiry of one clear day after notice of arrival has been given to the consignee.
 - 2) that if the address of the consignee cannot be located for any reason not the fault of the Company transit shall be deemed to have finished at the expiry of one clear day after transit began.
 - 3) Transit shall be suspended:
 - a) when goods are held by the Company because the consignee refuses or is unable to take delivery at the destination or;
 - b) when goods are held by the Company for the convenience of the sender, or;
 - c) when goods are detained because of legal processand shall be resumed when the company resumes carriage of the consignment. While carriage is suspended the Company has no liability for the goods.
14. Goods accepted by the company for carriage may be carried by such means of transport and by such route as the carriers think fit and these conditions shall apply by whatever means or route the goods are carried.
15.
 - 1) The Company shall be under no obligation to provide any plant, power, or labour other than the Company's employees for the purpose of loading or unloading at a sender's or consignee's premises.
 - 2) The Company's employees have no authority to give assistance other than in loading and unloading and the Company shall not be liable for any loss, damage or injury however caused by any other assistance being given
16. The Company shall have a general lien against the owner of any goods for any moneys whatsoever due from such owner to the Company. If any lien is not satisfied within a reasonable time the Company may at their absolute discretion sell the goods as agents of the owner and apply the proceeds towards the monies due and the expenses of the sale and upon accounting to the sender for the balance remaining if any, be discharged from all liability whatsoever in respect of the goods.
17. These Conditions of Carriage supersede any previously issued and take effect from 1st February 2002.