



## Terms & Conditions of Carriage

### 1. General

- 1.1 Reflex Courier & Freight Solutions Ltd ("We" or "Us" or "Our") deliver shipments and conduct business with each customer ("You" or "Your") only on these terms. They can only be varied in writing by Our authorised signatory. The person collecting or delivering a shipment has no authority to make or vary any contract.
- 1.2 A shipment shall mean all items conveyed by Us at one time from one collection point to one delivery address.
- 1.3 We are not a common carrier.
- 1.4 These terms are subject to any applicable legislation which cannot be excluded, but only to the minimum extent provided by that legislation. Nothing in these terms reduces Our rights or increases Our liability under that legislation.
- 1.5 Headings are for reference only and shall have no effect on the construction of these conditions.

### 2. Warranty

You warrant and represent that You are the owner or authorised agent of the owner of any shipment You ask Us to deliver. You accept these terms for yourselves and on behalf of the owner also and on behalf of anyone else who now or later has an interest in the shipment.

### 3. Sub-contracting

We have the right to delegate or sub-contract the performance of any of our obligations. You authorise Us to sub-contract on relevant standard conditions or any other terms We think appropriate.

### 4. Method of transportation

Unless You instruct otherwise, We have total discretion as to the means, route and procedure for handling, storage or transportation of any shipment. You authorise Us to depart from Your instructions if We reasonably decide that it is desirable to do so in Your interests.

### 5. Packing and labelling.

Unless You otherwise inform Us in advance in writing, You will ensure that the shipment is properly packed and prepared, labelled and documented. We may, if we think fit, open and inspect any shipment.

### 6. Commissions.

We can retain all commissions or benefits receivable from anyone else in connection with the shipment.

### 7. Relevant information.

You will give Us, in good time, all information relating to the shipment which is appropriate for Us to know (including, e.g., weight, descriptions and values). You will ensure that all information We receive is complete and accurate. You will, in good time,



notify Us in writing of any official or regulatory requirements affecting the shipment and will provide all necessary documentation or action. You will indemnify Us against any loss or expense arising from any inaccuracy or omission.

#### **8. Instructions and confirmations.**

It is Your responsibility to ensure that all instructions or confirmations are in writing and are accurate, complete and clear. Any ambiguity in instructions or doubt or conflict arising from the absence of writing shall be resolved in Our favour. We do not have to make any declaration for any purpose as to the description or value of any shipment or as to any special interest in delivery unless You expressly instruct Us in writing to do so.

#### **9. Duties and taxes.**

You are responsible for all duties, taxes, deposits or other charges made by any authority in connection with the shipment, and for any payments, fines, expenses or losses We incur in connection with the shipment.

#### **10. Collect charges.**

If We accept a shipment on instructions to collect carriage charges, duty or any other money from the consignee or anyone else, You nonetheless remain responsible for payment if they are not paid by such other person immediately when due. We shall not be liable for any failure to collect any such payment.

#### **11. Limitation of liability.**

11.1 You will make Your own arrangements to insure the shipment to its full value against all appropriate risks, except to the extent that We agree to do so; in which case We shall effect such insurance as Your agent and You will pay Our additional charges.

11.2 We shall not be liable for any claim in connection with a shipment or otherwise except to the extent to which it arises from Our negligence or wilful default.

11.3 In any event, We shall not be liable to pay compensation for loss of income, business profits, utility, market opportunity, wasted expense or consequential or indirect losses howsoever caused.

11.4 We are not in the business of giving advice and, therefore, in any event shall not be liable for any claim alleging that We have given incorrect advice or information.

11.5 In any event, Our liability for any claim (or all claims arising from a single incident) shall not exceed:-

11.5.1 Where the Warsaw Convention applies (it may apply if the carriage of a shipment by air involves an ultimate destination or stop in a country other than the country of departure), the limit provided by it (the limit in January 1999 was approximately 20 Euros/kg);

11.5.2 Where the convention on the contract for the international carriage of goods by road ("CMR") applies (it may apply if the carriage of a shipment by road vehicle involves delivery in a country other than the country in which the shipment was taken over), the limit provided by it (the limit in January 1999 was approximately 10 Euros/kg);

11.5.3 In all other cases, 100 Euros per shipment.



11.6 In any event, Our liability for lost or damaged images, film or electronic media shall not exceed the cost of unused replacement media (subject to the limits above). We shall not be liable for any costs in replacing the record or image stored on the media.

#### **12. Force majeure.**

In the event, We shall not be liable for claims in circumstances of force majeure, i.e. where We are obstructed in or prevented from performing Our obligations by reason of factors beyond Our practical control, including unavailability of personnel or equipment.

#### **13. Time bar.**

In any event, we shall have no liability:-

for loss or mis-delivery of part of a shipment or for damage to any shipment (however caused) unless We are notified in writing within 14 days after the end of the transit;

for loss or mis-delivery of the whole of the shipment or any separate packages forming part of the shipment (however caused) unless we receive notice in writing within 28 days of the date when the shipment should have been delivered.

#### **14. Delivery time.**

Any stated delivery time is only an estimate, unless We confirm in writing that time is of the essence.

#### **15. Inability to deliver.**

We may sell or dispose of any shipment which We believe cannot be delivered for any reason (e.g. inadequately addressed) or which is not collected or accepted by the consignee. We will give 21 days written notice to you before any disposal. You will pay all costs involved with the storage and disposal of the shipment. If within the said 21 days notice period, You request Us to return the shipment to You, We will do so and You shall be responsible for all charges connected with the return of the shipment.

#### **16. Dangerous and prohibited goods.**

Unless You obtain Our prior agreement, We will not deal with any shipment which is or may be noxious, dangerous, hazardous or inflammable or which We consider may cause damage, disease or infestation or the carriage of which is prohibited by any law or regulation of any country from, to or through which the shipment may be carried. If despite this, You deliver to Us any such shipment or are responsible for Us dealing with such a shipment, You will indemnify Us against all loss, damage or expense arising in connection with such shipment. We or any other person having possession of such a shipment (whether We have agreed to accept it or not) may destroy or otherwise deal with the shipment in whatever way We or they decide if We or they reasonably believe action is necessary or appropriate.

#### **17. Valuables.**

Unless You have obtained Our prior written consent, We will not deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, animals or plants. If, despite



this, You deliver such a shipment to Us or are responsible for Us handling such a shipment, We shall have no liability at all in connection with that shipment.

#### **18. Quotation.**

We may withdraw or revise a quotation at any time. If a quotation is based upon information provided by You (e.g. as to weight) and such information is inaccurate We may, without notice, charge extra to reflect the actual position.

#### **19. Payment.**

If We have previously agreed a credit account with You in writing, payment is due as indicated by the payment terms on Our invoice. Otherwise, payment is due immediately. You will not make any deduction from sums payable to Us. Interest shall be payable at 2% for each calendar month during the whole or part of which payment of any amount is overdue. You remain fully liable for Our charges, regardless of the liability of any other person. You irrevocably appoint Us as Your agent to collect any sums due from the owner, sender or consignee of any shipment and to apply such sums against money payable to You.

#### **20. Lien**

We have a general and particular lien on all shipments, documents and other items in Our possession to cover any money payable on any account by You, or by the sender, consignee or owner of such shipment. We may sell or otherwise dispose (as We see fit) of any shipment in Our possession or under Our control, and apply the proceeds of sale to payment of money which is due to Us. We will send one month's prior notice in writing of Our intention to sell or dispose to You and also to anyone You have previously notified to Us as being the owner of the goods, provided that You have given Us a full address for them.

#### **21. Indemnity**

You will indemnify Us against any liability or expense We incur which arises in connection with Your act, default or omission or that of the consignee or any other party claiming an interest in the shipment, in particular, You will indemnify Us against any liability to any other person involved with the shipment in connection with any claim made against them by You or by the sender, consignee or owner of the shipment or by any other person in connection with the shipment.

#### **22. Governing law.**

Any claims relating to a shipment and all agreements between Us and You are governed by English Law and are subject to the exclusive jurisdiction of the English Courts. Provided that by agreement between Us and You, the law and jurisdiction of the country where the shipment is first received by Us may be substituted for English Law and jurisdiction.

#### **23. Entire Agreement.**

These terms comprise the entire agreement between Us and You.