



ACCOUNT APPLICATION CREDIT FORM

Registered Name:		Monthly Credit Required:				
Registered Number:		E-Mail Address:				
Trading Address:		Invoice Address (if different):				
Postcode:		Postcode:				
Tel No.:		Tel No.:				
Fax No.:		Fax No.:				
Traffic Contact Name:		Contact for Payment:				
Tel No.:		Tel No.:				
A: SOLE TRADER	<input type="text"/>	D: PARTNERSHIP	<input type="text"/>			
B: PARTNERSHIP	<input type="text"/>	E: OTHER	<input type="text"/>			
C: LIMITED Co.	<input type="text"/>					
PLEASE GIVE THE NAMES OF TWO DIRECTORS OR PARTNERS OR SOLE TRADER HOME ADDRESS REQUIRED						
NAME:		NAME:				
ADDRESS:		ADDRESS:				
POSTCODE:		POSTCODE:				
The applicant will be responsible for the payment of all indebtedness when the account number allocated is given, irrespective of who gives the instructions. It is therefore important that only approved personnel are allowed access to the account number.						
Trading Reference 1:		Trading Reference 2:				
Name:		Name:				
Address:		Address:				
Postcode:		Postcode:				
Tel No.:		Tel No.:				
IMPORTANT						
a) Completion of this application does not imply or confer credit facilities.						
b) The carrier reserves the right to make further enquiries in connection with the application.						
c) The carrier reserves the right to refuse credit or trading facilities.						
DECLARATION						
The information shown above is accurate in all respects. I/We agree to abide by the terms and conditions shown above and attached as maybe amended from time to time. Only authorised Signatory person or persons to complete and sign this section. I/We agree if payment is not made within agreed terms, Derby Express Couriers (Overnight) Ltd reserve the right to re-invoice at full tariff rates. A minimum spend of £200.00 per month is required to qualify for an account with Derby Express Couriers (Overnight) Ltd.						
Signed:		Print Name:				
Position:		Date:				
PLEASE NOTE: THIS COMPLETED FORM MUST BE ACCOMPANIED WITH THE COMPLETED DIRECT DEBIT FORM						
OFFICE USE ONLY	D.D. Signed:	APC	SAGE	FREEDOM	PALLETS	INTERNATIONAL
Account Number:						



Terms & Conditions of Business
Sameday, Pallets & International

Definitions of Terms Used

1. In these terms, the words or phrases below will have the following meanings:-
 - a) You, your – the customer who asks us to provide a delivery service, including any employee, agent or subcontractor acting on your behalf.
 - b) We, our, us Derby Express Couriers (overnight) Ltd, company number 2563845.
 - c) Consignment – any item or items we carry for you from one address to another, including any packaging.
 - d) Dangerous goods – anything you may ask us to deliver that could put the health and safety of other people at risk. This includes (but is not restricted to) explosives, radioactive material, and items requiring specialist treatment or handling during transportation.
 - e) Proof of delivery – a signature or company stamp obtained from the consignee acknowledging that the consignment has been received.

General Points

2. These are the terms under which we trade with you and they override any previous agreement between us. They cannot be changed or varied unless one of our directors agrees in writing. These terms will also override any terms or conditions you may seek to impose on your suppliers from time to time.
3. We are not a common carrier, and reserve the right at our absolute discretion to:-
 - a) Subcontract any part or parts of a delivery by employing the services of any other person, firm or company who shall also have the power to subcontract.
 - b) Refuse to accept any consignment or part thereof for delivery.
 - c) Refuse to accept dangerous goods for delivery.
4. When you ask us to make a delivery on your behalf, you will be deemed to have accepted these terms.
5. Our liability to you is limited, and explained in detail below.
6. These terms are intended to be reasonable to both of us, and if any part of them should prove to be unenforceable or void at law, then it will not affect the rest.
7. If, for any reason, either of us chooses not to exercise any rights contained in these terms, then that will be regarded as a waiver of those rights for the future.
8. English law governs this agreement between you and us, and any dispute will be dealt with in the English courts.

Our Rights and Obligations

9. We may refuse to accept a consignment for delivery, or any part of it. We may also inspect a consignment if we believe that these terms may have been breached (for example, to check for dangerous goods).
10. We can use any method or route to deliver your consignment, including using subcontractors or agents. Your rights will not be affected where subcontractors are used by us. No subcontractor or agent shall be under any greater liability to you than we are, and we enter into this agreement with you on the basis that they are entitled to the limits of liability contained in these terms.
11. We will use our reasonable endeavours to deliver your consignment within the time you request, but unless we expressly agree in writing before accepting your consignment for delivery, we will not be liable for any loss or expenses you may suffer if the consignment is not delivered on time.
- 12.

13. If we fail to deliver the consignment by the time you requested, and items given below in paragraph 21 did not cause that failure, we will reduce our charge to the actual service level provided.
14. We will take all reasonable steps to obtain a proof of delivery at the time of delivery, and that proof of delivery will be conclusive evidence that the consignment was delivered complete and in good order, unless the consignee marks otherwise at the time of delivery. We will not be liable for any loss or misdelivery where delivery has been made in good faith to a person claiming to be the consignee, or an employee, subcontractor or agent of the consignee.
15. If you require a proof of delivery after delivery has been made, then we will endeavour to provide this to you, providing your request is made within 14 days from the date of dispatch. Requests made later than this will be dealt with at our absolute discretion. Settlement of our charges will not be conditional upon you receiving proofs of delivery, and you cannot delay or withhold payment pending receipt of proofs of delivery, irrespective of when any request was made to us.
16. We will retain original hard copy proofs of delivery obtained by us and any other associated documentation relating to deliveries for a minimum period of six months from the date of collection. After that we may destroy these items without any reference or obligation to you.
17. We will make one attempt to deliver your consignment, but if we cannot do so, we will have the option to either make a second attempt, or deliver to an alternative address provided by you, or return the consignment to you. Either of these alternatives will be at your cost, but we will contact you first to agree the best option. If we still cannot deliver your consignment we will contact you for further instructions.
18. If the consignment still cannot be delivered, we will give you 10 days notice that we intend to sell or dispose of the consignment. Any proceeds of sale (net of expenses) or costs of disposal will be applied to your account with us.
19. We may keep hold of your consignments until you have paid any amounts you owe us, even though these amounts may not relate to the items held. We may then sell the items held, but only after we have given you 14 days notice in writing. Any proceeds (net of expenses) will be applied to your account with us.
20. Where we are required to sign to acknowledge collection of your consignment, then that signature will not be regarded as evidence of the condition of the goods. If we are kept waiting or loading longer than 15 minutes at either the collection address or delivery address, we may charge you an additional amount, this being our standard hourly rate of the vehicle in question.
21. We will not be liable for any consequential or economic loss or damage suffered by you or any third party. Our liability is strictly limited to the cost of replacement of, or repair to, the goods sent in the consignment, subject to limits and conditions given below.
22. We will not be liable for any loss or damage to the consignment, or any delay or misdelivery if the cause was any of the following:-
 - a) War, terrorism, riot, strike, lockout or any similar action.
 - b) Natural disasters (e.g. floods), poor or extreme weather conditions.
 - c) The consignment being seized or detained by any public authority.
 - d) Incorrect or insufficient address given on the consignment note or manifest. This includes any omission or ambiguity of information provided by you.
 - e) Incorrect or insufficient packaging of the consignment.
 - f) Natural wastage of a perishable or fragile consignment.
 - g) Traffic congestion or delay.
 - h) Any other event reasonable beyond our control.



23. If the loss or damage is our fault, then our liability to you is limited as follows:-
- a) **Up to £5000 on all consignments (sameday (Direct).**
 - b) **Up to £25.00 per international delivery unless the client agrees to pay an additional liability supplement,**
 - c) **£5.00 per kilo to a maximum of £5,000 per ton (unless the client agrees to pay an additional liability supplement) on all Pallet Network deliveries,**
 - d) **All nextday deliveries are covered under APC conditions of carriage.**

If these limits are not sufficient for your requirements, then we can provide extra insurance cover on individual consignments for an additional charge. You must notify us in writing before we collect from you, and agree to pay the extra amount. Alternatively, we can provide additional 'blanket' cover on all your consignments for an additional charge, the terms of which must be agreed in writing between us before any extra cover is in place.

24. We will not be liable for any loss or damage to any consignment that cannot be carried within lockable equipment normally provided on the vehicle you order from us. For example, if you order a motorcycle to make a delivery and your consignment is too big to fit in its carrying equipment, we may be able to carry it (providing it is safe to do so), but will not be liable for any loss or damage to that consignment.
25. There are certain items we cannot accept liability for on any of our services. These include cash, notes, money orders, vouchers, credit cards, stamps, deeds, passports, tickets, travellers cheques, jewellery, precious stones, watches, precious metals, works of art, antiques, china, glass, living creatures and any other similar valuable articles.
26. If we are to consider any claim for non-delivery, late delivery, or loss or damage to the consignment, you must notify us in writing within 7 days of delivery for any shortage or damage, and within 14 days for any loss. We will be entitled to ask you for written evidence to establish the value of the loss or damage (for example, a copy invoice from supplier). We may also ask you to obtain an estimate for repair if appropriate.
27. You must still continue to pay our invoices in full as they become due, even though you may have submitted a claim to us.
28. From time to time, we may incur additional expenses in the course of delivering your consignments. These may be tolls, parking charges, rubbish disposal charges, or similar items. If we incur any such expenses, we will invoice them to you with normal delivery charges, and you will pay them within our credit terms.
29. Any quotation or estimate of charges given to you will be valid for 30 days, unless the quotation states otherwise. If you accept our quotation, delivery must take place within 30 days of the quotation date, otherwise revised charges may apply. We will only be bound by written quotations accepted by you, and your acceptance will be deemed to have been given when you ask us to make the delivery quoted for. Verbal quotations or estimates are expressed as a guide only, and will not be binding on us.
30. We may change our charges or these terms from time to time, but if we do we will give you advance notice.
31. We may, at our absolute discretion, withdraw credit facilities at any time. If we do, then all invoices will become immediately payable, irrespective of any credit terms or payment dates previously agreed between you and us. If you do not pay us within 30 days of invoice date, we will be entitled to charge you interest at the rate of 3% per month (or part thereof) from the invoice date to the date of payment. If we are required to take legal action to recover payment from you, our claim will include interest and all associated costs of such action.
32. We may check weigh some of your consignments, or establish the weight if you have not provided it to us. We will

amend our charges to you in line with the actual weight determined by us, and our calculation of the weight cannot be altered afterwards. If a consignment normally charged by weight exceeds 5 cubic metres in measurement per 1000kg (or a rateable part thereof), we may charge you on a volume basis, calculated at a rate of 5 cubic metres per 1000kg, or part thereof.

Your Rights and Obligations

33. Before asking us to deliver a consignment, you must make sure of the following:-
- a) If you are not the owner of the goods, you have the owner's permission to enter into this agreement and ask us to make a delivery.
 - b) The goods in the consignment are not dangerous goods and do not present any health or safety risks, and the handling or possession of them is not a criminal offence, nor breaches any relevant statute or regulation.
 - c) Only those individuals duly authorised by you can make bookings with us, and they will supply to us (at the time of booking) any reference or purchase order you require to be shown on our invoices in order to process them for payment. If you fail to provide us with this information, or if the information is not correct, you will not be able to withhold payment at a later date.
 - d) The consignment is properly addressed and packaged. If, in our opinion, the packaging is not sufficient, we may either refuse to deliver it, or may repack it to the required standard. A reasonable charge will be made to you for any such repackaging.
 - e) You have made any necessary insurance arrangements (either with us or a third party) to provide the level of cover required, having regard to these items.
34. You will pay our invoices (including any VAT) in full and without deduction (apart from credit notes raised by us) within 30 days of the invoice date and in sterling. Any claims or demands from HM Customs in respect of dutiable items must be paid on demand.
35. You will raise any query you may have on our invoice within 21 days of the invoice date. After that time, you will be deemed to have accepted our invoice as correct, and will make payment within our agreed terms.
36. If you are in breach of any of these terms, you will be liable for any loss or expenses suffered by us as a result.
37. If your consignment needs special equipment (e.g. a forklift truck) or manpower to be loaded or unloaded, you must make sure it is available at both delivery and collection addresses. If such is not available, you will be liable for any resulting costs, which may include waiting, storage or redelivery charges.
38. Unless we are shown to be at fault, you will indemnify us for any claims or losses arising from our delivering consignments for you.
39. If you make a claim for damage to your consignment, you will keep (or arrange to keep) that consignment and all its packaging in a safe place and to one side in case we, or our loss adjusters, need to make inspection in the course of an investigation.
40. We have invested significant time and money in recruiting and training staff and engaging the services of courier subcontractors. If you engage (or arrange to engage on behalf of anyone else) any of our employees or subcontractors within 3 months of them leaving us, you will accept a charge from us equal to the last 3 months gross earnings of that person whilst engaged by us. We both agree that this is a fair estimate of our costs of replacing that person.



APC OVERNIGHT – CONDITIONS OF CARRIAGE – 2004

Please Note that the customer will not in all circumstances be entitled to Compensation, or to full Compensation, for any loss and is therefore recommended to seek professional advice as to appropriate insurance cover to be maintained while consignments are in transit.

The Carrier (as defined below) is not a common carrier and accepts goods for carriage only upon that condition and the Conditions set out below. No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a Director of The Alternative Parcels Company Ltd. If any provision of these Conditions or of the contract becomes invalid, illegal, unenforceable or void in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. For the avoidance of doubt these are the APC Overnight Conditions of Carriage which are common to all Contracts entered into between Customers and Carriers for use of the APC network.

1. Definitions

In these Conditions:

'Carrier' means The Alternative Parcels Company Limited (Company Number 2855735) ('APC') and/or any of its member depots or other agents within the APC network to the extent that it or they have directly entered a Contract with a Customer.

'Customer' means the person or company who contracts for the services of the Carrier including any other carrier who gives a Consignment to the Carrier for carriage.

'Contract' means the contract of carriage between the Customer and the Carrier.

'Consignee' means the person or company to whom the Carrier contracts to deliver the Consignment.

'Consignment' means goods, whether a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages or containers sent at one time in one load by or for the Customer from one address to one address.

'Dangerous Goods' means goods named individually in the Approved Carriage List issued from time to time by the Health and Safety Commission, explosives, radioactive material, and any other goods presenting a similar hazard.

2. Parties and Sub-Contracting

- (1) The Customer warrants that he is either the owner of the Consignment or is authorised by such owner to accept these Conditions on such owner's behalf.
- (2) The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part.
- (3) The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in (2) above and such other carriers' servants and agents and every reference in these Conditions to the Carrier shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability to the Customer or any other party than is the Carrier hereunder.
- (4) Notwithstanding Condition 2(3) the carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Carrier as agent of the Customer and shall be subject to the Conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Carrier shall be under no liability whatever to whomsoever and howsoever arising in respect of such carriage. Provided that where the Consignment is carried partly by road and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Consignment was being carried by road unless the contrary is proved by the Carrier.

3. Dangerous Goods

Dangerous Goods are not acceptable for carriage under any circumstances.

4. Loading and Unloading

- (1) Unless the Carrier has agreed in writing to the contrary with the Customer.
 - (a) The Carrier shall not be under any obligation to provide any plant, power or labour, other than that carried by the vehicle, required for loading or unloading the Consignment.
 - (b) The Customer warrants that any special appliances required for loading or unloading the Consignment, which are not carried by the vehicle will be provided by the Customer or on the Customer's behalf.
 - (c) The Carrier shall be under no liability whatever to the Customer for any damage whatever, however caused, if the Carrier is instructed to load or unload any Consignment requiring special appliances which, in breach of the warranty in (b) above, have not been provided by the Customer or on the Customer's behalf.
 - (d) The Carrier shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the Carrier, it shall be at the sole risk of the Customer.
- (2) The Customer shall indemnify the Carrier against all claims and demands whatever which could not have been made if such instructions as are referred to in (1) (c) of this Condition and such service is referred to in (1) (d) of this Condition had not been given.

5. Signed Receipts

The Carrier shall, if so required sign a document prepared by the sender acknowledging the receipt of the Consignment but no such document shall be evidence of the condition or of the correctness of the declared nature, quantity, or weight of the Consignment at the time it is received by the Carrier and the burden of proving the condition of the Consignment on receipt by the Carrier and that the Consignment was of the nature, quantity or weight declared in the relevant document shall rest with the Customer.

6. Transit

- (1) Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises.
- (2) Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address within the customary cartage hours of the district. Provided that:
 - (a) if no safe and adequate access or no adequate unloading facilities there exist then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the Consignment at the Carrier's premises has been sent to the Consignee; and
 - (b) when for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Carrier 'to await order' or 'be kept till called for' or upon any like instructions and such instructions are not given or the Consignment is not called for and removed within a reasonable time, then transit shall be deemed to end.

7. Undelivered or Unclaimed Consignments

Where the Carrier is unable for any reason to deliver a Consignment to the Consignee or as he may order, or where by virtue of the proviso to Condition 6(2) hereof transit is deemed to be at an end, the Carrier may sell the Consignment, and payment or tender of the proceeds after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the Consignment shall (without prejudice to any claim or right which the Customer may have against the Carrier otherwise arising under these Conditions) discharge the Carrier from all liability in respect of such Consignment, its carriage and storage. Provided that

- (1) The Carrier shall do what is reasonable to obtain the value of the Consignment; and
- (2) the power of sale shall not be exercised where the name and address of the sender or of the Consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the sender or, if the name and address of the sender is not known, to the Consignee that the Consignment will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the Consignment is taken away or instructions are given for its disposal.

8. Carriers' Charges

- (1) The Carrier's charges shall be payable by the Customer without prejudice to the Carrier's rights against the Consignee or any other person.

Provided that when any consignment is consigned 'carriage forward' the Customer shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.
- (2) Charges shall be payable when due without reduction or deferment on account of any claim, counter claim or set-off. The Carrier shall be entitled to interest at 8 per cent above the Bank of England Base Rate prevailing at the date of the Carrier's invoice or account, calculated on a daily basis on all amounts overdue to the Carrier.

9. Liability for Loss or Damage

- (1) The Customer shall be deemed to have elected to accept the terms set out in (2) of this Condition unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery of or damage to or in connection with the Consignment however or whenever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.
- (2) Subject to these Conditions the Carrier shall be liable for:
 - (a) physical loss, mis-delivery of or damage to living creatures, perishables, bullion, money, cheques, money orders, securities, stamps, precious metals or precious stones, jewellery, works of art, antiques, watches, wines and spirits, furs, tobacco, firearms, glass, ceramics, pottery or plasma screens comprising the Consignment only if:
 - (i) the Carrier has specifically agreed in writing to carry any such items; and
 - (ii) the Customer has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carriage of the said items; and
 - (iii) the loss, mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Carrier, its servants, agents or sub-contractors;

- (b) physical loss, mis-delivery of or damage to any other goods comprising the Consignment unless the same has arisen from, and the Carrier has used reasonable care to minimise the effects of:
 - (i) Act of God;
 - (ii) any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, terrorist act, military or usurped power or confiscation, requisition, or destruction or damage by or under the order of any government or public or local authority;
 - (iii) seizure or forfeiture under legal process;
 - (iv) error, act, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by servants or agents of either of them;
 - (v) inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Consignment;

- (a) (vi) insufficient or improper packing;
- (vii) insufficient or improper labelling or addressing;
- (viii) riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;
- (ix) Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered;
- (3) The Carrier shall not in any circumstances be liable for loss or damage arising after transit is deemed to have ended within the meaning of Condition 6(2) hereof, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

10. Fraud

The Carrier shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner, or the servants or agents of either, in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

11. Limitation of liability

- (1) Except as otherwise provided in these Conditions, the liability of the Carrier in respect of claims for physical loss, mis-delivery of or damage to goods comprising the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of:
 - (a) the value of the goods actually lost, mis-delivered or damaged; or
 - (b) the cost of repairing any damage or of reconditioning the goods; or
 - (c) a sum calculated at the rate of £13 Sterling per Kilogram on the gross weight of the goods actually lost, mis-delivered or damaged; and the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit, and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those goods. Provided that:
 - (i) in the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which the Carrier's liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;
 - (ii) the Carrier shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, mis-delivered or damaged;
 - (iii) the Customer shall be entitled to give the Carrier written notice prior to commencement of transit requesting that the £13 per kilo limit in 11 (1)(c) above be increased, but not so as to exceed the value of the Consignment, and in the event of such notice being given the Customer may be offered Increased Liability Cover (ILC) at revised carriage charges in consideration of the increased limit, but if the offer is not acceptable to the customer, then the aforementioned £13 per kilo limit shall continue to apply;
 - (iv) in attempting to reach an agreement pursuant to sub-clause 11(1)(c)(iii) above the Customer shall provide the Carrier with all such information regarding the Consignment as the Carrier shall need to assess any suggested new limit and charge.
- (2) The liability of the Carrier in respect of claims for any other loss whatsoever (including indirect, economic or consequential loss or damage and loss of market), and howsoever arising in connection with the Consignment, shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless:
 - (a) at the time of entering into the Contract with the Carrier the Customer declares to the Carrier a special interest in delivery in the event of physical loss mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest; and
 - (b) at least 7 days prior to the commencement of transit the Customer has delivered to the Carrier written confirmation of the special interest, agreed time limit and amount of the interest.
- (3) Nothing in these Conditions shall make the Carrier responsible for the first £50 Sterling of each and every claim.
- (4) In no circumstances shall the Carrier's liability be greater than the value declared by the Customer for that Consignment or £15,000 whichever is the lesser, but in the case of computer equipment, peripherals, software, mobile telephones and accessories, or other audio – visual equipment, the Carrier's liability shall not be greater than £3,000 per Consignment.

12. Indemnity to the Carrier

The Customer shall indemnify the Carrier against:

- (1) all liabilities and costs incurred by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses and loss of or damage to the carrying vehicle and to other goods carried) by reason of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of the Consignment or fraud as in Condition 10;
- (2) all claims and demands whatsoever (including for the avoidance of doubt claims alleging negligence), by whomsoever made and howsoever arising (including but not limited to claims caused by or arising out of the carriage of Dangerous Goods and claims made upon the Carrier by HM Customs and Excise in respect of dutiable goods consigned in bond) in excess of the liability of the Carrier under these Conditions in respect of any loss or damage whatsoever to, or in connection with, the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

13. Time Limits for Claims

- (1) The Carrier shall not be liable for:
 - (a) damage to the whole or any part of the Consignment, or physical loss, mis-delivery or non-delivery of part of the Consignment unless advised thereof in writing within three days, and the claim is made in writing within fourteen days, after the termination of transit;
 - (b) any other loss unless advised thereof in writing within twenty-eight days, and the claim is made in writing within forty-two days, after the commencement of transit.

Provided that if the Customer proves that,

 - (i) it was not reasonably possible for the Customer to advise the Carrier or make a claim in writing within the time limit applicable; and
 - (ii) such advice or claim was given or made within a reasonable time, the Carrier shall not have the benefit of the exclusion of liability afforded by this Condition.
- (2) The Carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless suit is brought within one year of the date when transit commenced.
- (3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

14. Lien

- (1) The Carrier shall have a general lien against the Customer, where the Customer is the owner of the Consignment, for any monies whatever due from the Customer to the Carrier. If such a lien is not satisfied within a reasonable time, the Carrier may, at its absolute discretion sell the Consignment, or part thereof, as agent for the Customer and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of the Consignment and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatever in respect of the Consignment.
- (2) Where the Customer is not the owner of the Consignment, the Carrier shall have a particular lien, against the said owner, allowing the Carrier to retain possession, but not to dispose of, the Consignment against monies due from the Customer in respect of the Consignment.

15. Unreasonable Detention

The Customer shall be liable to pay demurrage for unreasonable detention of any vehicle, trailer, container or other equipment but the rights of the Carrier against any other person in respect thereof shall remain unaffected.

16. Law and Jurisdiction

The Contract shall be governed by English law and United Kingdom courts alone shall have jurisdiction in any dispute between the Carrier and the Customer.