



Standard Terms & Conditions

Definitions of Terms

1. In these terms, the words or phrases below will have the following meanings:-
 - a) You, your, client – 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 at our discretion. 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, by inputting on either of our booking platforms (APC or TPN) or by placing a booking with our sameday department, 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 that instance alone, rather than a waiver on future instances.
8. These Terms and Conditions shall be subject to the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales.

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 except in accordance with the terms enclosed herein. 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 if not specified otherwise.
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. If we fail to deliver the consignment by the time you requested, for any reason not exhaustively including those at paragraph 21 below, any reduction in charging will be administered at our complete discretion and is not guaranteed.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. We may keep hold of your consignments by way of lien 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.
19. 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.
20. 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.

21. We will not be liable for any loss or damage to the consignment, or any delay or misdelivery if the cause was, not exhaustively, any of the following:-
- War, terrorism, riot, strike, lockout or any similar action.
 - Natural disasters (e.g. floods), poor or extreme weather conditions.
 - The consignment being seized or detained by any public authority.
 - Incorrect or insufficient address given on the consignment note or manifest. This includes any omission or ambiguity of information provided by you.
 - Incorrect or insufficient packaging of the consignment.
 - Natural wastage of a perishable or fragile consignment.
 - Traffic congestion or delay.
 - Any other reasonable event beyond our control.
22. In the exclusive event that loss, damage, delay or misdelivery is as a result of our wilful default, or a negligent act or omission by either us, our employees, agents or subcontractors, then our liability to you is limited as follows:-
- Up to a maximum of £5000 on all consignments specified through our Sameday despatch department,**
 - Up to £25.00 per international delivery unless you agree to pay an additional liability supplement,**
 - £5.00 per kilo to a maximum of £5,000 per ton (unless you agree to pay an additional liability supplement) on all deliveries specified through The Pallet Network (and in compliance with the RHA terms and conditions of carriage, as updated from time to time, a copy of which is available upon request),**
 - Deliveries specified through the APC network are covered by the APC conditions of carriage, a copy of which is available upon request.**

If these limits are not sufficient for your requirements, then we can provide extra insurance cover on individual consignments for an additional charge as discussed from time to time. You must notify us in writing before we collect from you, and agree to pay the extra amount for any liability we arrange. 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.

23. You contract that all weights stipulated by you at either consignment entry or order placement are accurate for insurance purposes or any other relevant purposes, and you accept that any misrepresentation or error on weight stipulated by you which results in an exclusion of insurance claim or legal action is entirely your liability. It is not our obligation to ensure the manifested/stipulated weight by you is correct or free from misrepresentation, and we accept no liability in respect of any subsequent legal action, claim, exclusion of insurance payout etc. if we do not check weight and correct your mismanifested consignments.
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. There is no right of set off afforded to you.
28. From time to time, we may incur additional expenses in the natural 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 use our best endeavours to notify you of the same prior to incurrance, however this will not preclude us from invoicing them to you with normal delivery charges, and you will pay them within our agreed 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 or alter credit facilities at any time. If we do, then all invoices will become immediately payable (or payable at a rate stipulated by us to you), 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 (or the applicable credit terms at any time) we will be entitled to charge you interest daily at the rate of 5% p.a. above base rate from the invoice date to the date of payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and Regulations 2002. 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. Nothing in this clause is to conflict with the terms as stated in paragraph 23, and in no way does this impose any legal liability or obligation on us.

Your Rights and Obligations

33. Before asking us to deliver a consignment, you must make sure of the following:-
- 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.
 - 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.
 - 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 entitled to withhold payment.
- 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 14 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 without any legal recourse to withhold payment.
 36. If you fail to make payment of (or default on) any invoice on time in full (in accordance with your agreed credit terms), this will constitute a material breach of these terms and your entire debt will become immediately due. We will be entitled to request payment of your entire credit balance immediately as a result of this default.
 37. If we do not exercise our right to acceleration of credit repayment as enshrined in paragraph 36, this does not constitute a waiver of all similar future rights under paragraph 36. Each default will constitute a new acceleration obligation to us.
 38. 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.
 39. 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.
 40. Unless we are shown to be at fault (by way of negligence), you will indemnify us for any claims or losses arising from our delivering consignments for you.
 41. 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.
 42. 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.