

## **CK Courier Solutions Ltd Standard Terms and Conditions**

*All jobs without exception that are booked through and carried out by CK Courier Solutions Ltd (or its sub-contractors, approved suppliers and agents) are done so in acceptance of the terms & conditions set out in both this agreement and our Credit Terms and Conditions. We are not bound by any instructions given in connection with a job that conflict with these terms.*

### **1. Parties**

The parties to this agreement are:

1.1 The Courier which expression shall where the context allows, include employees, agents and sub-contractors.

1.2 The person, firm or company named as the Customer.

### **2. Definitions**

'Sub-Contractor' means any person whose services the Courier engages or makes use of to perform the whole or any part of the services the subject of this contract.

'Dangerous Goods' means goods included in the list of dangerous goods as defined in the Classification Packaging and labelling of Dangerous Substances Regulations (known as the C.P.L. Regulations), and in the classification and labelling of explosives regulations (The Radioactive Substances (Carriage by Road) (Great Britain) Regulations 1974) and including any other relevant legislation or regulations together with any amendments to them or means goods which present a comparable hazard.

"Theft Attractive Goods" include (but are not limited to): Money, securities, deeds, bills of exchange, promissory notes, art, stamps, photographs, mobile telephones and all ancillary equipment, general telephony equipment, IT equipment, documents of title to property, jewellery, precious stones, gold, silver, platinum, other precious metals, non-ferrous metals other than in components, furs, watches, spirits and alcohol, tobacco and cigarettes.

"Consequential Loss" shall include without limitation all economic losses, loss of profits, increased management or labour costs, loss of future business, loss of reputation and goodwill, loss of market or falls in prices of whatever nature and all other damages costs or expenses, or other indirect losses including any liability to or claims by any third party.

"Consignment" means the delivery of goods in bulk or contained in one parcel package container or envelope or as the case may be, any separate number of parcels, packages, containers or envelopes sent at any one time in one load by or for the Customer from one address to another address. "Goods" includes papers and documents other than those expressly excluded.

### **3. Courier's Obligations**

3.1 The Courier shall use its best endeavours to deliver the goods specified to the delivery address so specified, at about or before the time so specified.

3.2 The Courier shall not be liable for any delay in delivery caused by the unavailability at the delivery address of the consignee or other authorised recipient.

3.3 The Courier shall not be liable for loss of or damage to or mis-delivery or delayed delivery of the goods occasioned by:

3.3:1 Act of God including but not limited to storm, tempest or flood

3.3:2 Act of war hostilities, riot or civil commotion, or the threat or fear of such conditions prevailing

3.3:3 Criminal, malicious, negligent actions/acts or omissions of third parties

3.3:4 Industrial action or unforeseeable traffic conditions

3.3:5 The effect of ionising radiation or uncontrolled nuclear reaction

3.3:6 Suspension or cancellation of transport services because of or of the threat or fear of inclement weather or any of the matters set out in clauses 3.3:1 to 3.3:5 inclusive

3.3:7 Fire or explosion

3.3:8 Seizures under legal process

3.3:9 Act default or omission of whatever nature of the Customer, their employees or agents, or any person having any interest in the goods

3.3:10 Insufficient or improper packing, labelling or addressing

3.3:11 Delays caused by mechanical failure or vehicle breakdown

3.3:12 Unavoidable delays because of the road network.

#### **4. Customer's Obligations**

Subject to the provisions of this agreement the Customer undertakes:

4.1 That in relation to the Goods the Customer is either solely beneficially entitled to the Goods or has the authority of all those interested in the Goods to enter into this contract and to bind them to its terms.

4.2 In the event of any claim by any third party against the Courier arising out of this contract, to indemnify the Courier against the claim and all legal and other costs incurred, except to the extent that the Customer establishes that the Courier would have been liable to the Customer had the original claim been made by the Customer, but on the assumption that the Customer had retained the title of the Goods.

4.3 To give any instructions requested by the Courier in pursuance of clause 3 above as soon as reasonably practicable.

4.4 To make all payments as provided in clause **13** below.

4.5 To provide an accurate and precise description of the Goods, declaring all particulars.

4.6 To ensure that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods.

4.7 To ensure that goods are fully insured if their value exceeds the Courier's limitation of liability.

## **5. Limitation of Liability**

5.1 The liability of the Courier in the event of loss of or damage during transit of the Goods (where the Courier's liability is not otherwise excluded) shall not exceed the declared value of the Goods specified or otherwise declared by the Customer (and pro rata in the case of an event affecting part only of the goods) or the cost of repairing any damage or of reconditioning the Goods subject always to a maximum liability of £25,000 per Consignment/load or part thereof in the case of an event affecting part only of the Consignment. Where the Customer requires a higher value of cover this shall be provided for by the Customer. The value of the goods lost or damaged shall be taken to be their invoice value if they have been purchased by the Customer or otherwise shall be taken to be the replacement cost 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 the Goods provided always that the Courier shall be entitled to proof of value of the Consignment or any part of it.

5.2 Goods Insurance as set out in clause 5.1 is only available on UK Dedicated Vehicle and Same Day services.

5.3 The liability of the Courier for delay in delivery (where the Courier's liability is not otherwise excluded) shall not exceed a sum equal to the carriage charges or a proportion of those charges in the case of an event affecting part only of the Goods.

5.4 For all services other than those set out in clause 5.2, No Insurance will be affected except upon express instructions given in writing by the Customer and all Insurances effected by the Courier are subject to the usual exceptions and conditions of the Policies of the Insurance Company or Underwriters taking the risk. Unless otherwise agreed in writing, the Courier shall not be under any obligation to affect a separate Insurance on each Consignment but may declare it on any open or general Policy held by the Courier. Insofar as the Courier agrees to arrange Insurance, the Courier acts solely as Agent for the Customer using its best endeavours to arrange such Insurance and does so subject to the limits of liability contained in section 5 of these terms.

5.5 The Courier shall not be liable for any physical loss, mis-delivery or damage to any Theft Attractive Goods, unless the Courier has specifically agreed in writing prior to transit commencing to carry such items and the Customer has agreed in writing to reimburse the carrier in respect of all additional costs including insurance costs, which result from the carriage of the said items and the loss mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Courier its servants or agents.

5.6 The Courier shall not in any event be liable for any consequential loss whatsoever and howsoever arising (including in relation to Theft Attractive Goods) which shall include without limitation, all economic losses, loss of profits, increased management or labour costs, loss of future business, loss of reputation and goodwill, loss of market or falls in prices of whatever nature and all other damages costs or expenses or other indirect losses, including any liability to or claims by any third party.

5.7 The Courier has Public Liability insurance with a £5,000,000 Limit of Indemnity.

5.8 The Courier has Employers' Liability insurance with a £10,000,000 Limit of Indemnity. This is reduced to £5,000,000 for terrorism related instances.

## **6. Excluded Goods**

6.1 Unless pre-agreed with the Courier in writing, the Customer shall not submit for carriage and the Courier may at any time abandon the carriage of any Goods of a type specified in clause 6.3 below.

6.2 If the Courier abandons goods in pursuance of clause 6.1 above, they shall immediately notify the Customer of the circumstances but shall be under no liability in respect of the safe keeping of the abandoned Goods.

6.3 The following are excluded goods:

6.3.1 Explosive and inflammable articles, firearms including parts of any firearms, ammunition and detonators

6.3.2 Dangerous or hazardous goods

6.3.3 Any article the possession of which in or the importation of which into any country from through or to which the carriage is to take place is illegal or prohibited

6.3.4 Small plant/machinery

6.3.5 Any written printed or pictorial matter which is obscene, blasphemous, scandalous, defamatory or proscribed or prohibited

6.3.6 Human remains

6.3.7 Livestock

6.3.8 Refrigerated or frozen goods.

## **7. Warranties and Indemnities**

7.1 The Customer shall indemnify the Courier in respect of the whole of any fine or penalty or legal and other costs incurred by the Courier and any other loss outlay and expense sustained by the Courier because of the Customer's breach of clauses **3, 4, 5 and 6** above.

7.2 The extent of the Courier's responsibilities and liabilities are defined in these conditions and the Customer shall save harmless and keep the Courier indemnified from and against all claims costs and demands of whatsoever nature and by whomsoever made and howsoever arising from negligence or otherwise more than the liability of the Courier under these Conditions, arising directly or indirectly from the collection, carriage, storage and/or delivery of the Customer's Consignment.

7.3 In the absence of written notice to the contrary given to the Courier at the time of delivery to them, all Goods and the packaging within which they are contained are warranted by the Customer to be fit to be carried and stored.

7.4 The Customer agrees that they will not submit to the Courier any Consignment containing dangerous, verminous, infested, contaminated or condemned Goods, unless they shall first have given to the Courier, in writing, full details of the same and obtained the written agreement of the Courier to the submission of such Consignment.

7.5 The Customer will be responsible for and will indemnify the Courier against all losses, damage and claims of whatsoever nature made upon the Courier for which the Courier may be or become liable arising from the tender of a Consignment all or part of, which consists of dangerous, verminous, infested, contaminated or condemned Goods including loss and/or damage sustained by the Courier to its own property and injuries or loss sustained by servants and/or sub-contractors of the Courier.

## **8. Third Parties**

The Courier shall be entitled to appoint sub-contractors and/or agents and it is hereby declared any sub-contractor of the Courier and the employees of the Courier and any such sub-contractor and any person deriving title to the Goods from the Customer are third parties to this contract within the meaning of the Contracts (Rights of Third Parties) Act 1999 and shall be entitled to enforce this contract accordingly.

## **9. Transit**

9.1 Transit begins when the goods are handed to or collected by the Courier for carriage.

9.2 Transit shall be suspended:

9.2.1 When the goods are held by the Courier at some place other than the destination at the request of or for the convenience of the Customer or because the Customer or Consignee refuses or is unable to take delivery at the destination or;

9.2.2 When the goods are detained for Customs purposes; and shall be resumed when the Courier resumes the carriage of the Goods.

9.3 Transit shall (unless otherwise previously determined) end:

9.3.1 in the case of Goods to be delivered by the Courier when they are tendered at the usual place of delivery within the customary delivery hours of the district, or at such other times or places as may be agreed between the Courier and the Customer;

9.3.2 in the case of Goods not to be delivered by the Courier awaiting order or collection, at the expiration of one clear day after notice of arrival has been given either orally or in writing to the consignee or, to the sender when the address of the Consignee is not known; provided that when the addresses of both the sender and consignee are not known, the said end shall be at the expiration of one clear day after the arrival of the Goods at the place to which they are consigned.

9.4 The Courier shall be entitled to raise a charge in respect of any wasted or needless journeys made or for any delay in attempting to effect delivery of the Goods due to any default of the Customer and/or consignee in accordance with its own costing scales.

## **10. Means of Transport**

10.1 Goods accepted by the Courier for carriage may be carried by such means of transport and by such route as the Courier thinks fit and these conditions shall apply to whatever means or routes by which the Goods are carried.

10.2 Goods carried wholly or partly by water, air or rail shall in connection with liability in respect of such carriage, be carried subject to the applicable Conditions of Carriage by water, air or rail of the carrier who carries the Goods. Such conditions to be read as though reference therein to water, air or rail carrier were reference to the Courier. In the absence of proof to the contrary where Goods are carried partly by land and partly by water, air or rail, any loss, damage or delay shall be deemed to have occurred whilst the Goods are being carried by road.

## **11. Loading and Unloading**

11.1 On collection or delivery at a sender or consignee's premises, the Courier shall be under no obligation to provide any plant, power or labour for loading or unloading.

11.2 Subject to these Conditions, the Courier's servants and/or employees have no authority to give assistance other than under supervision in the loading and unloading at the usual place of collection or delivery and the Courier shall not be liable for any loss or damage caused, including negligence attributable to such or to any other assistance given and the Customer shall indemnify the Courier against any claims made against the Courier because of any such other assistance given.

11.3 Consignments or part thereof requiring special appliances for unloading from a road vehicle are accepted for carriage only on the condition that the Customer has duly ascertained from the consignee that such appliances are available at the destination. Where the Courier is, without prior arrangement in writing having been made by the Customer, called upon to load or unload, consignments or parts thereof for which special appliances are required, the Courier shall be under no liability whatsoever to the Customer for any damage howsoever caused, whether or not by the negligence of the Courier and the Customer shall be responsible for and indemnify the Courier against any damage or liability, which the Courier may suffer or incur either itself or in respect of loss, damage or injury suffered by the Courier's employees or any third party.

## **12. Dangerous Goods**

12.1 Except where the Courier has agreed in writing signed by a Director, the Courier does not contract to carry or store dangerous, verminous, infested, contaminated or condemned Goods.

12.2 Where the Courier accepts Dangerous Goods (in this Condition 12 called 'the Goods') for carriage or storage the Goods will be carried or stored subject to all the foregoing Conditions and subject also to the special Conditions specified and referred to in this Condition and in the event of conflict between the said special Conditions and the foregoing, the special Conditions shall prevail.

12.3 The special Conditions relating to the carriage of the Goods are:

12.3.1 At the time of tendering the Goods for carriage or storage the sender shall supply to the Courier a declaration in writing giving adequate and sufficient information in relation to the nature of the Goods and the hazard presented (whether or not required by statute).

12.3.2 The Goods shall be properly and sufficiently packed and labelled in accordance with any requirements specified by the Courier or otherwise with any statutory regulations in force applicable to the carriage of the Goods including but not limited to the C.P.L. and allied regulations.

12.3.3 Any additional Conditions and/or requirements communicated to the Customer by the Courier shall prevail.

12.3.4 In case of non-compliance with any of the provisions of this Condition:

12.3.4.1 in any event the Courier shall not be under any liability whatsoever in respect of the dangerous Consignment save in the case of wilful misconduct by the Courier, in which case liability shall be determined in accordance with these Conditions; and;

12.3.4.2 The Customer will be responsible for and indemnify the Courier against loss or damage and claims made upon it for which it may be or become liable in respect of injury to persons or damage to property, unless the Customer proves that the loss or damage or injury is due to the wilful misconduct of the Courier.

12.4 The Courier shall not be liable for loss of, or damage or delay to the Goods, unless the Customer proves that such loss, damage or delay was not caused wholly or partly by failure on his part to comply with any of the special Conditions in paragraph 13.3 hereof.

12.5 The Courier may at any time at the sender's sole risk and expense, return the whole or any part of the dangerous Consignment to the Customer (who shall receive it at once) or destroy or otherwise dispose of the whole or any part thereof if the Courier believes it is necessary or advisable to do so.

### **13. Quotations and Invoicing**

13.1 All work undertaken prior to a Customer obtaining credit facilities with the Courier must be paid for in advance or upon collection of the Consignment by the Courier, without exception.

13.2 In all cases where the Customer is a private or non-corporate customer, then payment must be made in advance, or upon collection of the Consignment by the Courier, without exception.

13.3 Any waiting time will be charged at the Courier's standard rate per hour. Waiting time (when applicable) will be charged in addition to any agreed quotation. Waiting time is charged after fifteen minutes.

13.4 Any unforeseen charges accrued by the Courier in carrying out a delivery are chargeable on top of any quotation given. For example, but not limited to: road tolls, waiting time, additional collection or delivery points.

13.5 In the case where an invoice has been supplied and paid in advance of a job commencing, then any extra charges accrued by the Courier will be charged on a separate invoice.

13.6 Any jobs cancelled once booked, are subject to a cancellation charge at the Courier's standard rate.

13.7 Any non-fault fines incurred by the Courier in carrying out a delivery are chargeable on top of any quotation given. For example, but not limited to: parking fines where no loading facilities are available, weight related fines where the Courier has informed the Customer of the vehicle capacity, but the load given by the Customer exceeds this without the Courier giving prior written consent to carry the extra weight.

13.8 The Customer agrees to be bound by the Courier's Credit Terms and Conditions, set out in the document: DC02 Credit Terms and Conditions.

13.9 All mileage-based quotations are calculated on the quickest route using live traffic. All quotations are also subject to other charges, as per the Courier's Standard Rate Card.

#### **14. Time Limits for Claims**

14.1 The Courier shall not be liable for any damage to Goods or delay, unless it is advised in writing within 24 hours of delivery or the date specified for delivery regarding goods damaged or not actually received.

14.2 In any event of damaged Goods, these must be made available to the Courier for inspection.

14.3 The Courier shall not be liable for any loss or mis-delivery, unless it is advised in writing by the Customer (otherwise than upon delivery of the Courier's documents) within 14 days of transit commencing.

14.4 The Courier shall in any event be discharged from all liability whatsoever in respect of the Consignment unless proceedings are commenced within a period of six months from the termination or transit or, in the case of loss, mis-delivery or non-delivery of the whole Consignment, from the said 14 days referred to in Clause 14.3.

#### **15. Proof of Delivery Records**

15.1 The Courier will retain a copy of all proof of delivery (POD) notes for a period of one year. The Customer may request an additional copy within this time frame (however a small administration charge of £10 per proof of delivery will be levied).

15.2 The courier will destroy all electronic and hard copy PODs after a period of one year, to comply with GDPR. The courier will retain no records or data relating to any delivery or collection after the period of one year has elapsed.

#### **16. Storage**

16.1 Storage commences when the Consignment has been delivered to the Courier's address as set out in the order from the Customer.

16.2 Storage shall end when the Consignment is collected from the Courier's premises, except that when a Consignment is held by the Courier "to be kept until called for" or upon any similar instructions and the Consignment is not called for and/or is not collected within a reasonable time (as determined by the Courier), then Storage shall end at the expiry of the reasonable time as determined by the Courier.

#### **17. Undelivered or Unclaimed Goods**

17.1 Where the Courier is unable for any reason to deliver a Consignment to the Consignee, or when in accordance with clause 9 above Transit is deemed to be at an end, or when in accordance with clause 15 above Storage is deemed to be at an end, the Courier will use reasonable endeavours to give notice to the Customer and to the Consignee that the Consignment will be sold unless within the time specified in the notice, being a reasonable time in the circumstances, the Consignment is collected from the Courier. After the expiry of the time specified in the notice, the Courier may sell the Consignment or any part of it.

17.2 Where the Courier sells the Consignment in accordance with condition 16.1, We will pay the proceeds to the Customer after deducting all proper charges and expenses in relation to the Consignment and of all outstanding charges in relation to the Services and the expenses incurred by the Courier in relation to the Storage, insurance and sale of the Consignment. The Customer acknowledges and agrees that the Courier shall have no further liability or responsibility to the Customer whatsoever in connection with the Consignment.

17.3 We shall use reasonable endeavours to obtain a reasonable price for the Consignment.

## **18. Courier's Lien**

18.1 The Courier shall have a general lien against the owner of the Goods for any money due from the Customer or such other owner to the Courier and if any such lien is not satisfied within a reasonable time the Courier may in its absolute discretion sell all or part of the Goods as agent for the owner and apply the proceeds towards the money due and the expenses of retention insurance and sale of the Goods and shall on accounting to the Customer for any surplus be discharged from all liability in respect of the Goods.

18.2 When the Goods are liable to perish or deteriorate the Courier's right to sell or dispose of the Goods shall arise immediately upon any sum becoming due to the Courier subject only to the Courier taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the Goods before doing so.

## **19. Your Acceptance of the Courier's Terms and Conditions**

By giving us your Consignment, you accept our terms and conditions set out in this contract of carriage on behalf of yourself or anyone else who has an interest in the Consignment, irrespective of whether you have signed the front of our Consignment note or not. Our Standard Terms and Conditions also cover anyone we use to collect, transport or deliver your Consignment. None of our employees, agents or sub-contractors are authorised to waive, alter or modify these Terms and Conditions. When you give us the Consignment with oral or written instructions that conflict with our Terms and Conditions, we shall not be bound by such instructions.

## **20. Privacy Policy**

To adhere to the GDPR regulation, all business carried out with us is done so on your acceptance of our Privacy Policy. This policy is available at [www.ckcouriers.co.uk](http://www.ckcouriers.co.uk) and you can also request a copy by writing to us, or by email. By carrying out any business with us, you are confirming that you have read, understand and accept our Privacy Policy.

## **21. Law**

The contract and these Terms and Conditions shall be construed and governed by the Laws of England.

## **22. Version**

This version: 01.03.2021.