



STANDARD CONDITIONS OF CARRIAGE

The Carrier accepts goods for carriage subject to the Conditions (hereinafter referred to as "the Conditions") set out below. No agent, employee, or representative of the Carrier has authority to alter, modify, vary or waive any provision of these Conditions in any way unless he is expressly authorised in writing to do so.

1. Definitions

In these Conditions the following expressions shall have the meanings hereby respectively assigned to them, that is to say;

"Carrier" shall mean the Carrier which expression shall include any subcontracting party involved in the performance of the contract;

"Client" shall mean the customer who contracts the services of the Carrier;

"Consignee" shall mean the party (which may include the Client) *to whom* a consignment is to be sent/delivered;

"Consignment" shall mean goods in bulk or contained in one parcel or package, as the case may be, or any number of separate parcels or packages sent at one time in one load by or for the Client from one address to one address;

"Consignor" shall mean the party (which may include the Client) *from whom* a consignment is sent/delivered.

"Contract" shall mean the contract of carriage between the Client and the Carrier;

"Excluded Goods" shall mean:-

- (a) goods which are specified in the special classification of dangerous goods issued by The International Air Transport Association or which, although not specified therein, are not acceptable to British Railways Board for conveyance on the grounds of their dangerous or hazardous nature; or
- (b) goods which although not included in (a) above are of a kindred nature including but not limited to radioactive, explosive, inflammable, toxic, corrosive, noxious or dangerous items;
- (c) glass, china and fragile goods unless suitably and securely packaged
- (d) meat, fish, fruit, vegetables and other perishable commodities

"Passenger" shall mean the passenger(s) authorised to be carried in or on a vehicle provided through the Carrier and insured in respect of the same;

"Subcontracting parties" includes all persons (other than the Carrier and the Client) referred to in Clause [3(3)];

2. Carrier is not Common Carrier

The Carrier is not a common carrier and shall accept goods for carriage only on these conditions.

3. Parties and Subcontracts

- (1) Where the Client is not the owner of some or of all of the goods in any consignment he shall be deemed for all purposes to be the agent of the owner or owners.
 - (2) The Carrier may employ the services of any other carrier for the purpose of fulfilling the Contract. Any such other carrier shall have the like power to subcontract on like terms.
 - (3) The Carrier enters into the Contract for and on behalf of himself and servants, agents and subcontractors and his subcontractor's servants, agents and subcontractors; all of whom shall be entitled to the benefit of the Contract and shall be under no liability whatsoever to the Client or anyone claiming through him in respect of the goods in addition to or separately from that of the Carrier under the Contract.
 - (4) The Client shall save harmless and keep the Carrier indemnified against all claims or demands whatsoever by whomsoever made in excess of the liability of the Carrier under these Conditions in respect of any loss, damage or injury, except if caused by the negligence of the Carrier, his servants, agents or subcontractors.
4. The Client undertakes to inform the Carrier of any particular fragility or vulnerability of the consignment and to inform the Carrier of the contents thereof if called upon to do so. In the event that the contents of the assignment are described as documents, the Client accepts all liability attendant thereon in relation to the relevant international and national Customs etc: definition of the word "documents" and the Client shall indemnify the Carrier in respect thereof.
5. The Client undertakes not to infringe national and international law or Customs Authorities or other regulations in connection with the nature or content of the consignment and to indemnify the Carrier in respect of any liability wittingly or unwittingly thereby incurred.

6. Excluded Goods

- (1) If the Carrier agrees to accept Excluded Goods for carriage such goods must be accompanied by a full declaration of their nature and contents and be properly and safely packed in accordance with any statutory regulations for the time being in force for transport by road or by air.
- (2) The Client shall indemnify the Carrier against all loss, damage or injury however caused arising out of the carriage of any Excluded Goods whether declared as such or not.

7. Loading or Unloading

- (1) Any assistance given by the Carrier beyond the usual place of collection or delivery shall be at the sole risk of the Client who shall save harmless and keep the Carrier indemnified against any claim or demand which could not have been made if such assistance had not been given.
- (2) Where the Carrier is, without prior arrangement in writing with the Client, called upon to load or unload goods requiring special appliance for loading or unloading the Carrier shall be under no liability whatsoever to the Client for any damage howsoever caused, whether or not by the negligence of the Carrier, and the Client shall save harmless and keep the Carrier indemnified against any claim or demand which could not have been made if such assistance had not been given.

8. Consignment Notes

The Carrier shall, if so required, sign a document prepared by or on behalf of the Client 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.

9. Transit

- (1) Transit shall commence when the consignment is handed to the Carrier whether at the point of collection or at the Carrier's premises.
- (2) Transit shall (unless otherwise previously notified to the Carrier) end when the consignment is tendered at the Consignee's notified address within the customary cartage hours of the district. PROVIDED THAT
 - (a) if no safe OR adequate access or no adequate loading facilities there exist, then transit shall be deemed to end at the expiry of one hour after notice by telephone of the arrival of the consignment at the Carrier's premises has been communicated to the Consignee (or if the Consignee is unavailable, the Consignor); or
 - (b) when for any other reason whatsoever a consignment is held by the Carrier 'to await order' or 'to 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 the transit shall be deemed to end.



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10. Undelivered or Unclaimed Goods

Where the Carrier is unable for whatever reason to deliver a consignment to the Consignee, or as he may order or where by virtue of clause 9 hereof transit is deemed to be at an end the Carrier may sell the goods and payment or tender of the proceeds after deduction of all proper charges and expenses in relation thereto and all outstanding charges in relation to the carriage or storage of the goods shall (without prejudice to any claim or right which the Client may have against the Carrier otherwise arising under these conditions) discharge the Carrier from all liability in respect of such goods, their carriage or storage. PROVIDED THAT:

- (a) the Carrier shall do what is reasonable to obtain the value of the consignment and
- (b) the power of sale shall not be exercised where the name address and telephone number (if any) of the Consignor or the Consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the Consignor, or if the name address and telephone number of the Consignor is not known to the Consignee that the goods shall be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the goods are taken away or instructions given for their disposal.

11. Carrier's Charges

- (1) The Carrier's charges for carriage shall be payable by the Client without prejudice to the Carrier's rights against the Consignee or any other person.
- (2) The Carrier's charges are exclusive of value added tax.
- (3) Unless otherwise stated all charges shall be based on the gross weight of the goods. Where applicable volumetric weight charges will apply.
- (4) A claim or counterclaim shall not be made a reason for deferring or withholding payment of monies payable, or liabilities incurred, to the Carrier.
- (5) In the event of taxes or Customs dues or other fiscal impositions being levied whether properly imposed or not the Client shall indemnify the Carrier in respect thereof.
- (6) The Carrier's charges may be adjustable from time to time.

12. Liabilities not Assumed

The Carrier shall not be liable for any loss, damage, mis-delivery or late delivery not caused by its own negligence; or any loss, damage, mis-delivery or late delivery arisen from:

- (a) Act of God, explosion, flood, tempest, fire, accident or other force majeure occurrence or any cause reasonably beyond the control of the Carrier;
- (b) Any consequence of war; threat of war, perils of the air; act of public enemy; hostilities (whether war be declared or not); civil war; rebellion; insurrection; sabotage, terrorism; any government, military, public, local, customs or quarantine authority acting or omitting to act with actual or apparent authority of law including but not limited to confiscation, requisition or destruction arising therefrom not; civil commotion; riot; lockout; general or partial stoppage or restraint of labour from whatever cause; weather conditions; delay of aircraft or other vehicles used in providing transportation services;
- (c) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- (d) import or export regulations or embargoes;
- (e) Acts or omissions of any other party other than the Carrier;
- (f) Insufficient or improper packaging, labelling or addressing;
- (g) Electrical or magnetic injury, erasure or other such damage to electronic or photographic images or recordings in any form;
- (h) The nature of the consignment or any latent or inherent defect, characteristic or vice thereof including but not limited to inherent liability to wastage in bulk or weight or natural deterioration;
- (i) The Consignee not taking or accepting delivery within a reasonable time.
- (j) Indirect or consequential damages or loss of a particular market whether held daily or at intervals.

13. Liabilities on Documents

The Carrier shall not be liable for any claim arising from the loss, damage, mis-delivery or late delivery of documents.

14. Time Limit for Claims

Subject to the overall financial limitations of liability or claims contained in these Conditions, no claim may be made for:

- (1) loss from a package or from an unpackaged consignment, or for damage, deviation, mis-delivery, delay or detention unless the Carrier is advised thereof by email to the address specified in clause 15 within seven days and the claim be made in writing, to the address specified in clause 15, within fourteen days after the termination of transit; or
- (2) loss or non-delivery of the whole of the consignment or of any separate package forming part of the consignment unless the Carrier is advised of the loss or non-delivery by email to the address specified in clause 15 within seven days and the claim be made in writing, to the address specified in clause 15, within fourteen days of the commencement of the transit.

15. Address for Claims or Complaints

All claims or complaints must be addressed:

by email, to:
claims@twc.uk.com

by post to:
Trans World Couriers Limited
3 Bricklayers Arms
Mandela Way
London SE1 5SR

16. Limitation of Liability

- (1) The Client accepts that the maximum value of any one consignment shall not exceed £100 except where specific notification is given (on the consignment note) by the Client that the value exceeds £100.
- (2) Special insurance can be arranged on request for items of intrinsic value in which event the Client shall disclose the true value of the consignment (on the consignment note) and correctly request and be liable to pay the insurance premium thereon. The Client accepts that the Carrier's maximum liability for any one consignment, except where insurance has been requested (on the consignment note) shall be £100.



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- (3) If the Carrier arranges for insurance to be provided at the request of the Client, the Client has a right to complain about such financial services both to the Carrier in accordance with clause 15 above and to the Financial Services Authority. The Financial Services Authority can be contacted:

by post, to:
The Financial Services Authority
25 The North Colonnade
Canary Wharf
London
E14 5HS
United Kingdom

by telephone, to:
From UK: 020 7066 1000
From Overseas: +44 20 7066 1000

By email
complaints@fsa.gov.uk
consumerhelp@fsa.gov.uk

- (4) The Carrier shall be entitled to require proof of the value of the whole of the consignment.

17. Liability for Passengers

The Carrier shall not be liable to unauthorised passengers or any other party for any damage or loss howsoever arising.

18. General Lien

The Carrier shall have a general lien against the owner of any goods for any monies whatsoever due from such owner to the Carrier. If any lien is not satisfied within a reasonable time the Carrier may at his absolute discretion sell the goods as agents for the owner and apply the proceeds towards the monies due and the expenses of the sale, and shall upon accounting to the Client for the balance remaining, if any, be discharged from all liability whatsoever in respect of the goods.

19. Unreasonable Detention

The Client shall be liable for the cost of unreasonable detention of vehicles, containers, contract documents, way bills and any other associated equipment but the Carrier's rights against any other person shall remain unaffected.

20. Computation of Time

In the computation of time where the period provided by these conditions is seven days or less, all days which are locally regarded as a Bank or Public Holiday or a day of rest relevant to the operation of this Contract or any part of it shall not be included.

21. Payment

The Carrier shall supply to the Client an invoice of charges in respect of all consignments undertaken. This invoice shall be paid by the client within 28 days of the invoice date. If payment is not received within 28 days of the invoice date then the Carrier is entitled to charge to the Client interest on the overdue amount, in addition to a late payment charge being 10% of the outstanding balance over 30 days and any administration or other charges incurred by the carrier in obtaining payment. The carrier may cease its delivery obligations to the client at any stage of the delivery process if overdue balances are still outstanding.

22. Data protection

The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Supplier.

23. Assignment

The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

24. No partnership or agency

Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. Rights of third parties

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

26. Governing law and jurisdiction

The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.