

XPRESS DESPATCH LIMITED

STANDARD TRADING CONDITIONS

1. Xpress Despatch Ltd and all its associated and subsidiary companies and appointed agents in the country of the customer.
2. The carrier reserves the right to carry the Consignor's goods by any route and procedure and by successive carriers and according to its handling, storage and transportation methods.
3. If the carriage involves an ultimate destination or stop in a country other than the country of departure, The Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to cargo.
4. The goods herein described are accepted by Xpress Despatch Ltd in apparent good order (except as noted). In tendering the shipment, shipper agrees to the terms and conditions of this contract and those terms and conditions set forth in the most recent Xpress Despatch Ltd Standard Trading Conditions each of which will be deemed to be incorporated in and to be a condition of any agreement whether written, oral or implied between Xpress Despatch Ltd and the shipper and are hereby expressly incorporated by reference. No agent, employee or representative of Xpress Despatch Ltd has authority to alter, modify or waive any provision of these conditions or said Standard Trading Conditions. The invalidity of any provision of this contract shall not affect any other part thereof.
5. Xpress Despatch Ltd will only carry goods, which are the property of the Shipper, and the Shipper warrants that it is authorised to accept and is accepting these conditions not only on behalf of itself but also as agent for or on behalf of all other persons who are or may thereafter become interested in the goods. The Shipper hereby undertakes to indemnify Xpress Despatch Ltd against any damages costs and expenses resulting from any breach of this warranty.
6. Xpress Despatch Ltd shall not be liable for any loss, damage, misdelivery or non-delivery not caused by its own negligence or any loss, damage, misdelivery or non-delivery caused by:
 - a. The act default or omission of the Shipper, Consignee, or any other party who claims an interest in the shipment
 - b. The nature of the shipment, or any defect, characteristic, or inherent vice thereof.
 - c. Act of God, perils of the air, public enemies, public authorities acting with actual or apparent authority of law, or omissions of customs or quarantine officials, riots, strikes, civil commotions, hazards incidents to a state of war, weather conditions or delay of aircraft or other vehicles used in providing transportation services.
 - d. Act of omission or any Carrier or other entity or person to whom a shipment is tendered by Xpress Despatch Ltd for transportation beyond that provided by Xpress Despatch Ltd regardless of whether the Shipper requested or had knowledge of such third party delivery arrangement.
 - e. SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INDIRECT LOSS, HOWEVER ARISING, WHETHER OR NOT XPRESS DESPATCH LTD HAD KNOWLEDGE OR SHOULD HAVE HAD KNOWLEDGE, THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INCOME, INTEREST, UTILITY OR LOSS OF MARKET.
 - f. The failure of the shipper to note prior to despatch that for consignments requiring delivery before 09.00 hrs, 10.30 hrs, 12.00 hrs and Nextday to certain outlying destinations may not be possible.
7. While Xpress Despatch Ltd will endeavour to exercise its best efforts to provide an expeditious delivery in accordance with regular delivery schedules, Xpress Despatch Ltd WILL NOT UNDER ANY CIRCUMSTANCES, BE LIABLE FOR DELAY IN PICK-UP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT REGARDLESS OF THE CAUSE OF THE DELAY.
8. Deliveries completed with 30 minutes after the agreed time are deemed to have been delivered on time. The term Nextday Delivery relates to delivery at any hour on the next working day following the day of collection. Working days being Monday to Friday inclusive, excepting any public holidays.
9. Except where the quotation states otherwise, all U.K. Domestic quotations based on weight shall apply to the gross weight unless the goods exceed 4 cubic metres in measurement per 1000 kilograms, in which case the rate shall be computed upon and apply to each measurement of 4 cubic metres or part thereof. International destinations vary therefore charges are based on the information supplied on the applicable tariffs.
10. Advertised transit times outside the United Kingdom are intended as a guide only and are stated in working days, excepting weekends and public holidays applicable to the destination country.
11. Xpress Despatch Ltd liability for parcel consignments handled within the U.K. is limited to £10000 per tonne or part thereof and all UK mainland pallet consignments are limited to £5000 per tonne or part thereof, with a maximum of £15,000 per shipment, whichever is less. If transit cover is required in excess of this amount, Xpress Despatch Ltd require the shipper to give prior notice to enable Xpress Despatch Ltd to make alternative arrangement as provided for in article 12 set forthwith. Xpress Despatch Ltd liability for international shipments outwith the U.K. is limited to a maximum of £100.00 per shipment.
12. At the request of the Shipper and upon payment of additional charges thereof, Xpress Despatch Ltd will arrange insurance on behalf to the Shipper in an amount not to exceed £25,000 per individual consignment. The insurance coverage shall be governed by all the terms and conditions contained in the policy of insurance issued by the insurance company, and Xpress Despatch Ltd shall in no event be responsible for said coverage or insurance company. Consequential damages and loss of profits etc. resulting from delays in transportation are not covered by any such policy of insurance.
13. Xpress Despatch Ltd and all its authorised agents shall be under no obligation to advance any duties, taxes or charges and to make any disbursements with respect to the goods but in doing so the Shipper, Owner and Consignee shall be jointly and severally liable for the reimbursement thereof.
- Xpress Despatch Ltd shall not be under obligation to incur any expense or to make any advance in connection with the Shipment including forwarding or reforwarding the goods except against repayment by the Shipper. If it is necessary to make customs entry of the goods at any place the goods shall be deemed to be Consigned at such place to the person named on the face hereof as customs Consignee or if no such person be named to the Carrier carrying the goods to such place or to such customs Consignee if any such Carrier may designate. The Shipper guarantees payment of all charges and advances.
14. The Carrier's rates are inclusive of local airport taxes, but exclusive of any value added taxes, duties, levies, imposts, deposits or charges incurred in respect of carriage of the Consignor's goods. The receiver is liable for any customs duty but the Consignor shall be liable for such customs duty in the event of default in payment by the receiver. The Carrier shall not be liable for any penalties imposed or loss or damage incurred due to the Consignor's goods being impounded by customs or like authorities and the Consignor hereby indemnifies the Carrier against any such penalty, loss or damage.
15. Xpress Despatch Ltd shall have a lien on the goods for all freight charges customs duties, advances or charges of any kind arising out of this, contract or carriage and may refuse to surrender possession of the goods until such charges are paid.
16. Damage or shortage must be reported in writing to Xpress Despatch Ltd or agent within seven (7) days from the date the shipment is placed at the disposal of the person entitled to delivery of the shipment or in the event of non-delivery seven (7) days from the date of issue of the waybill. All claims must be received by Xpress Despatch Ltd within fourteen (14) days from the date of issue of the waybill. Notwithstanding any of the foregoing, no claim for damages or non-delivery will be entertained until all transportation charges have been paid.
17. The Carrier will not carry dangerous, hazardous, combustible or explosive materials, gold and silver bullion, coin, dust, cyanides, precipitates or any form of uncoined gold and silver bullion, platinum and other precious metals, precious and semi-precious stones, currency (paper or coin) of any nationality, negotiable securities, cheques of any kind, stock, bonds, certificates, stamps, blank or endorsed bank cheques, money orders or travellers cheques, antiques, work of art, livestock, plants, narcotic drugs, liquor, fire arms, tobacco, foodstuff, IATA restricted articles or perishables, and in the event that the Consignor should consign such items with the Carrier the Consignor realises and indemnifies the Carrier form and against all claims, damages, costs and expenses which may arise as a result of or in connection with carriage of the same, and the Carrier shall have the right to abandon such carriage immediately upon the Carrier having knowledge that the goods infringe this condition.
18. Except as otherwise specifically provided in this contract, delivery of the goods will be made Only to the Consignee named on the face hereof. Notice of arrival of the goods, where required will, in the absence of other instructions be sent to the Consignee or the person to be notified by ordinary methods, Xpress Despatch Ltd is not liable for non-receipt or delay in receipt of such notice.
19. Xpress Despatch Ltd assumes no obligation to forward the goods by any specific Carrier or over any particular route or routes or to make connection at any point according to any particular schedule, and Xpress Despatch Ltd is hereby authorised to select or deviate from the routes of shipment notwithstanding that the same may be stated on the face hereof.
20. The Consignor is responsible for the packing of the goods including the packing in any container, which may be supplied to the Consignor by the Carrier, and the Carrier accepts no responsibility for loss or damage to the goods caused by inadequate or inappropriate packaging. It is the responsibility of the Consignor to address adequately each consignment to enable effective delivery to be made, and the Carrier shall not be liable for delay in forwarding or delivery resulting from the consignor's failure to comply with its obligations in this respect.
21. The Carrier reserves the right to inspect any goods consigned to ensure that they are properly packed and capable of carriage to the countries of destination with the standard operating procedures, customs declarations, security requirements and handling methods of the Carrier.
22. The Shipper shall comply with all applicable laws, customs and other government regulations of any country to, from, through or over which the goods may be carried, including those relating to the packing, carriage or delivery of the goods, and shall furnish such information and provide such documents as may be necessary to comply with such laws and regulations. Xpress Despatch Ltd is not liable to the Shipper or any other person for loss or expense due to Shippers failure to comply with this provision.
23. Shipper agrees that Xpress Despatch Ltd may accept the Consignment Note/Airbill/Internet Booking as a Shippers letter of instructions, authorising Xpress Despatch Ltd to act as Shippers agent for export control and customs purposes. Xpress Despatch Ltd assumes no liability whatsoever for failure to act as shipper's agent as provided in this article.
24. These conditions of contract, and any interpretation of dispute arising there from shall be made in accordance with, and shall be within the exclusive jurisdiction of the laws and courts, respectively, of the United Kingdom.
25. In these conditions "the carrier" means Xpress Despatch Ltd carrying on business in its own name and under any business name and unless the context otherwise requires its officers, servants, agents and sub contractors, THE CARRIER IS NOT A COMMON CARRIER and will accept no liability as such. The Carrier reserves the right to refuse the carriage or transport of goods at its discretion.