

## PGR Couriers TERMS & CONDITIONS.

We reserve the right to Supplement or modify our services or these conditions

### Definitions

**Carrier.** The carrier means PGR Couriers and sub-contractors, us and we will be interpreted as such.

**Customer.** Customer means any individual or company, who contracts the services of PGR Couriers. Consignor or sender will be interpreted as such.

**Collection address.** Means the full postal address (including the post code) specified on the customer's order, address label or delivery note, where the consignment is to be collected.

**Delivery Address.** Means the full postal address (including the post code) specified on the customer's order, address label or delivery note, where the consignment is to be delivered.

**Consignment.** Means any goods, whether a single item, in bulk or several separate items to be delivered to the same consignee.

**Consignee.** Means the person/ Company specified as the recipients of the consignment.

**Dangerous Goods.** Means any goods as defined in the Classification, Packaging and Labelling of Dangerous Substances Regulations known as CPL regulations}, and in the classification and labelling of explosives regulations (The Radioactive Substances (carriage by Road ( Great Britain}

### General

The carrier is not a common carrier and accepts at its sole discretion consignments for carriage under these terms and conditions.

The customer shall be deemed to have accepted our terms and conditions as soon as they book PGR Couriers.

The carrier shall not be liable in respect of any loss or mis delivery of or damage to the consignment if the same has arisen from:

Acts of God;

Any consequences of war, invasion, act of foreign enemy activity, hostilities (whether war or not), civil war, rebellion, insurrection, military or usurped power of confiscation, requisition or destruction of damage to property by or under the order of any government or public or local authority;

Seizure or forfeiture under legal process;

Act omission, misstatement or misrepresentation by the Customer or other owner of the consignment or by servants or agents of either of them;

Inherent liability to wastage in bulk or weight, defect or inherent defect , natural deterioration or fragility of the consignment (not withstanding that it may be marked "Fragile");

Insufficient or improper packaging;

Insufficient labelling or addressing;

Riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause.

The consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered;

Collections and deliveries where the sender or consignee is not present, and the customer has provided instructions for a consignment to be collected, from or delivered to, an alternative location either on or nearby the premises or to a neighbouring property;

The carrier shall not in any circumstances be liable for loss or damage to the Consignment after transit of such goods is deemed to have ended, whether caused or contributed to directly or indirectly by any act, omission, neglect, default or wrong doing on the part of the carrier . 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 mis delivery 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

#### Transit.

The customer is responsible for the insurance of any goods stored by the carrier overnight.

Transit begins when we accept a consignment for delivery. At your request we will sign a document acknowledging receipt of a consignment. Such document will not, regardless of its terms, be evidence of the condition, nature, quantity or weight of the consignment, when delivered by us.

Transit may occur using any means of transport and by any route we think fit.

It will be the responsibility of the customer to satisfy its self that any load it wishes to have carried by us, shall be suitable for conveyance in the vehicle offered by the carrier for the carriage of such loads.. The carrier shall have no liability whatsoever for any loss or damage of such load arising from the unsuitability of vehicle.

We shall use reasonable means to have the consignment promptly carried from the collection address to the delivery address, but specified delivery times are estimates and not guaranteed. We are not liable for any damages or loss caused by delays.

Transit is deemed to have ended, when the consignment has been delivered to the consignee's address or when in accordance with your instructions it is left at the delivery address or neighbouring address if the intended consignee or their agent is not present.

#### Excluded Goods

The customer shall not submit for carriage, and we may at any time abandon the carriage of any goods as specified below.

(A) Explosives and inflammable articles, firearms, parts of firearms, ammunition and detonators. Dangerous goods. Any written, printed or pictorial matter which is obscene, blasphemous. Scandalous, defamatory or proscribed or prohibited. Articles prohibited as hand luggage by an airline. Livestock

If we abandon goods as listed in section (A) above, we will immediately notify the customer of the circumstances but shall be under no liability in respect of the safe keeping of the abandoned goods

#### Delivery.

We shall not be under any obligation to provide any plant, power or labour required for loading or unloading the consignment, other than that carried on the vehicle provided by us.

The customer warrants that any special equipment required for loading or unloading the consignment, that is not carried by the customer's vehicle provided, will be provided or sourced by the customer.

The carrier shall be under no liability whatsoever to the customer, and the customer shall indemnify and hold harmless the carrier for any damage, however caused, if the carrier is instructed to load or unload goods requiring special equipment if special equipment has not been provided or sourced by the customer.

If we are unable to deliver the consignment for whatever reason, we shall use reasonable efforts to return the consignment to a place of your choice at your cost.

#### Payment and charges.

Without the prior agreement of PGR Couriers, Invoices shall be paid within 30 days of the invoice date. Where payment is not received by that date, interest and other charges will become due as allowed by The Late Payment of Commercial Debts Act 1998. Or any statutory amendments to that act.

The first 30 minutes of waiting time at collection or delivery point are free. There after waiting time is charged on a pro rata basis, at the rate of £10 per 30 minutes. The carrier will seek to advise the customer of the possibility of waiting time charges as soon as it becomes apparent.

Where the delivery route takes in road/bridge tolls, congestion or ferry crossings the cost of such will be charged to the customer.

PGR couriers may impose a charge upon the customer for each or any wasted journey, and subsequent expenses made attempting to collect or deliver the consignment.

All charges quoted are exclusive of value added tax.

#### Liability for Loss and Damage.

If your customer inadequately package goods it may not be clear whether any damage resulted from such packaging and occurred prior to carriage by ourselves. We will therefore only be liable for any such damages, in such circumstances, as is shown to be caused by negligence on our part. In any event any damaged good must be made available to us for inspection.

#### Times Limits for Claims

PGR Couriers shall not be liable for any damage to goods or delay unless it is advised in writing within seven days of delivery, or the date specified for delivery in regard to goods not actually received.

#### Governing Law and Jurisdiction

These Terms and Conditions and al contracts shall be governed by and construed in accordance with the Laws in England and any proceedings in relation thereto shall be subject to the exclusive jurisdiction of the English Courts