

NNC-BREEDON LTD

TERMS & CONDITIONS

These terms and conditions set out the standard definitions and terms of the agreement, please ensure you read them with care.

Definitions:

Courier: The Courier, company number 12310059, registered address: 2B Derby Road, Ashby De La Zouch, Leicestershire, LE65 2HE

Us, we or our: Is the Courier, including directors, employees, subcontractors, agents or other Couriers acting on its behalf.

You or your: Means the Customer, sender, consignor or consignee of the shipment.

Customer: Means the person, firm or company who books and contracts the services from the Courier and is responsible for the payment of any and all charges in relation to each and all delivery of carriage.

Consignee: Means the person, firm or company who is receiving the Consignment from Courier.

Owner: Means the actual legal owner of the Consignment or any party which has an interest or who may gain an interest in the Consignment

Order or Booking: Means an order or booking for the Consignment placed by the Customer to us by telephone, the website www.nncbreedon.co.uk or email info@nncbreedon.co.uk.

Consignment, Carriage or Shipment: Means all operations and services undertaken by us in connection with the shipment: Means each item, group of items or parcel, property, packages, containers or envelopes, including any paper and or documents or any other freight given to and accepted by us for carriage which is transported by us on our Consignment paperwork to be delivered by the Courier for the Customer to the Consignee.

Collection Address: Means the address at which any Consignment is to be collected by the Courier.

Delivery Address: Means the address for delivery of the Consignment notified to the Courier at the time of booking.

Dangerous Goods: Means dangerous goods as defined in the Carriage of Dangerous Goods Road Regulations 1996 (as amended, re-enacted or extended from time to time), and any substance likely to cause or encourage disease, vermin, pests or other hazard

Prohibited item: Means any goods or materials cannot and will not be carried by the Courier in accordance with any law, rule and or regulation of the United Kingdom.

Restricted item: Means we do not recommend sending and would be at your own risk.

Services: Means the services to be provided by the Courier under this agreement together with any other services which the Courier provides or agrees to provide to the Customer.

Charges: All charges payable by the Customer including but not limited to charges for the Carriage/Shipment, surcharges, storage charges, VAT, taxes, interest, fines, administration charges, waiting fees, levies, compensation premiums and any other amounts properly chargeable by The Courier to the Customer in connection with each parcel delivery or imposed by regulatory bodies in relation to the Consignment(s) and any other amounts payable under these terms.

Website: Means www.nncbreedon.co.uk

1.0 Your acceptance of these terms and conditions:

1.1 By giving us your Consignment, carriage, goods or documents you accept our terms and conditions set out in the Website and or the contract of carriage on behalf of you and/or anyone else who has an interest in the shipment irrespective of whether you have signed the front of our Consignment note or not. Only one of our directors may agree to a variation of these terms and conditions in writing. When you give us the shipment with oral or written instructions that conflict with our terms and conditions we shall not be bound by such instructions.

2.0 Courier Obligations to the Customer:

2.1 We warrant that the services we offer will be provided using reasonable care and skill.

2.2 The Courier shall collect the Consignment identified from the collection address notified to the Courier at the time of booking.

2.3 The Courier shall collect the Consignment within the collection time specified to the Customer. If the Customer changes the time of collection that was agreed at the booking, we reserve the right to charge an amendment fee. The Courier shall use reasonable endeavours to collect on the date and time specified but such time shall be an estimate only and shall not be of the essence of this agreement. The Courier shall transport them by motor vehicle to the Delivery Address provided by the Customer.

2.4 The Courier shall deliver the Consignment to the Delivery Address within the delivery time specified, the Courier shall use reasonable endeavours to meet the delivery time specified but any such time shall be an estimate only and time shall not be of the essence of this agreement.

2.5 The Courier shall use reasonable endeavours to the Services, and to deliver the Services to the Customer, in accordance with all material respects of these Conditions.

2.6 The Courier will offer his/her services as an agent or may provide them as a principal either in the Courier's own right.

2.7 The Courier accepts liability for loss damage or destruction of the Consignment to the extent of the limitation contained within these Conditions provided such loss damage or destruction occurred within the care custody or control of the Courier and provided such loss damage or destruction occurred between receipt of the Consignment by the Courier and delivery to the Customer, Owner or Consignee.

2.8 The Courier will be entitled to a General Lien on any Consignment, documents, monies either in the custody or control of the Courier and shall be authorised to dispose or sell such Consignment, documents or monies within 28 days of written notice to the Customer in order to defray such sums as the Customer may owe to the Courier. The Courier shall be free of all responsibility for any Consignment, documents or monies as soon as the Courier has disposed or sold the same.

2.9 The right of disposal or sale by the Courier shall arise immediately provided that the Courier has taken all reasonable steps to bring any sums due to the Customers attention before selling or disposing the Consignment.

2.10 The Courier shall be entitled to retain all commissions, gratuities, brokerages, fees and allowances as may be customary in the trade

2.11 The Courier accepts no liability for release of Consignment upon collection of any monies or documents as may be required by the Customer unless expressly agreed in writing and in any event such instructions will be undertaken as Agent for the Customer whether conducted in person by the Courier or by any one acting with the Courier's permission.

2.12 Any advice and or information of whatever nature given to the Customer is given without any liability to the Customer or to any person, company or body who bears reliance on such information. The Customer shall hold harmless and relieve the Courier of all responsibility and or liability cost claims loss damage or expense suffered by any person, company or body who may rely on such advice whether or not a gratuity has been paid to the Courier.

2.12 The Courier accepts no liability or responsibility for any jewellery, precious metal, bullion cash, precious stones, antiques, object d'art pictures, unless previously agreed in writing. Deviation from the above will be subject to proof by the Customer. See also condition 12.

2.13 The Courier accepts no liability or responsibility for any hazardous dangerous harmful goods or substances contained within a Consignment or for any liable to cause loss damage injury or destruction to any property or person or for any Consignment liable to taint stain or change the constitution appearance or value of any property unless expressly agreed in writing. Should the Consignment in the Courier's opinion give rise to are likely to give rise to the aforementioned then such Consignment shall be disposed at the Customers expense. See also condition 12.

2.14 The Courier shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises and that have been communicated, provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

2.15 The Courier reserves the right to without notice - Introduce, change, remove any pricing, Service or discount that is available on the Website.

3.0 Customer Obligations to the Courier

3.1 As a Customer you agree to ensure all information supplied on the order is accurate and complete including but not limited to:

- Number of parcels being sent within a Consignment
- Sizes and weights of parcels
- Addresses including postal code
- Telephone numbers for sender and receiver
- Parcel Contents
- Parcel Value

Any discrepancies in the information supplied may result in a delay in transit, loss, charges or the Consignment being returned to the sender. If any additional costs are encountered by The Courier due to incorrect information supplied by the Customer, it will be the Customer's responsibility to cover these costs.

3.2 Provide us with such information that we may require to complete the service and to ensure that such information is accurate in all material aspects.

3.3 The consignee's full address including postcode and contact details have been fully, accurately provided to us and is on an address label securely fixed to a prominent position on the outer surface of the Consignment so that it can be clearly seen by us. If this information is incorrect or placed on the wrong box The Courier cannot accept any liability for this.

3.4 The Consignment to be sent is sufficiently packaged in line with our packaging guidelines (available on request) and understand that The Courier reserves the right to refuse an item, and/or any claims for that item based on the packaging.

3.5 The contents of the Consignment have been prepared and packed safely and carefully by you to protect against the ordinary risks of transportation.

3.6 It is agreed that The Courier shall not be required, and that you shall not cause us to carry anything illegal or unlawful for us to do so within the UK. Should you do this, you will indemnify us against any losses and/or damage that we may suffer as a consequence.

3.7 The contents of the Consignment are not restricted by ADR (international carriage of dangerous goods by road) and are not prohibited items, and neither you or the consignee is a person or organisation with whom we or you may not legally trade under any applicable laws or regulations.

3.8 All applicable laws and regulations have been complied with.

3.9 You agree to only send goods that are or were your property. The Courier reserves the right to refuse to carry any Consignment which are neither the property of, or sent on behalf of, the Customer.

3.10 The Customer must contact The Courier with any queries or issues they may have over a Consignment.

3.11 All address information supplied on the booking by the Customer must be complete and accurate. The Courier requires a full UK Mainland postal address, including postcode and cannot deliver to PO Boxes or such like. Any order returned due to an incomplete or incorrect delivery address will not be refunded and any claims voided. The Customer may be obliged to pay any additional costs that The Courier has encountered.

3.12 Any additional details for each Consignment must be checked prior to booking to confirm any specific restriction. For example, an item must be in a cardboard box or no signature required. The Courier will not be liable for a Consignment being left without a signature or damaged in transit if such restrictions are stated on the quote but not the booking.

3.13 You have declared the correct weight of the Consignment and you will provide any special equipment we may need to load or unload the Consignment on or off our vehicles.

3.14 You have securely fixed a heavy weight label in a prominent position on the outer surface of the Consignment that can clearly be seen by us for any item weighing no more than 25 kilos or 16 kilos dependant on the Courier.

3.15 Should the Customer book multiple services carried out by different Couriers it is the sender's responsibility to ensure the correct Consignment is given to the correct driver. Should a Consignment be given to an incorrect driver The Courier will hold no liability for having this returned and any additional costs The Courier encounters can and will be charged to the Customer.

3.16 When you have asked us to charge the receiver or a third party and the receiver or third party does not pay us you will promptly settle our invoice together with an administration fee in full within 7 days of us sending you the invoice.

3.17 You have taken all reasonable precautions to comply with all conventions, directives and legislation relating to the protection of personal data including if practicable encryption of the personal data to ensure the safety of the personal data in the event of loss or mis-delivery of a Consignment.

3.18 The value of any Consignment does not exceed £10,000.

3.19 You agree to indemnify us and hold us harmless from any liabilities we may suffer or any costs, damages or expenses, including legal costs, we incur either to you or to anyone else arising out of you being in breach of any of these warranties, representations and guarantees, even if we inadvertently accept a Consignment that contravenes any of your obligations.

4.0 The Customer shall

4.1 The Customer, its agents, sub-contractors or employees will co-operate with the Courier in all matters relating to our services.

4.2 Provide, for the Courier in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as requested by the Courier.

4.4 Inform the Courier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises prior to their arrival.

4.3 Be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of our service, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Courier of all of its obligations and actions under this condition.

4.6 The Customer shall identify all items within the Consignment to the Courier and ensure the entirety of the Consignment is clearly identified and given to the Courier at the time of collection.

4.7 If the Courier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, the Courier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

4.8 The Customer shall be liable to pay to the Courier, on demand, all reasonable costs, charges or losses sustained or incurred by the Courier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Courier confirming such costs, charges and losses to the Customer in writing.

5.0 Application of conditions

5.1 These Conditions apply to and be incorporated into the Contract and prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing.

5.2 The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Courier, constitutes an offer by the Customer to purchase our service specified in it on these Conditions. No offer placed by the Customer shall be accepted by the Courier other than:

- by a written or verbal acknowledgement issued and executed by the Courier
- or by the Courier starting to provide the Services, when a contract for the supply and purchase of those Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern this agreement.

5.3 Quotations are given by the Courier on the basis that no agreement shall come into existence except in accordance with condition 5.2. Any quotation is valid for a period of 7 days from its date, provided that the Courier has not previously withdrawn it.

6.0 Commencement and duration

6.1 The Services supplied under this agreement shall be provided by the Courier to the Customer from the date of acceptance by the Courier of the Customer's offer in accordance with condition 5.2.

6.2 The Services supplied under this agreement shall continue to be supplied until the Consignment is delivered to the Delivery Address or the agreement is cancelled in the manner set out at clauses 13.1.

7.0 Consignment

7.1 Each Booking by the Customer to the Courier shall be submitted by the Customer to the Courier by telephone, email or via the Couriers website. If availability of the Courier is requested, an agreement must be confirmed within 30 minutes of the request. After this time the Courier cannot guarantee their original availability and cancellation charges may apply.

7.2 The Courier shall provide a quotation for the delivery of the Consignment and such a quotation shall be valid for a period of 7 days or such other period as the Courier may specify.

7.3 We do not carry goods which are in our sole opinion dangerous goods including, but not limited to, those specified in the European Agreement concerning the international carriage of Dangerous goods by Road (ADR) regulations or any other national rules applicable to the transport of dangerous goods. Your dangerous goods will only be accepted if they comply with the applicable regulations (as referred to in condition 7.4)

7.4 All Dangerous Goods must be disclosed in writing by the Customer in advance and unless otherwise agreed the Courier is not obliged to accept or carry Dangerous Goods as part of a Consignment. We may at our discretion accept Consignments of Dangerous Goods, they must comply with the applicable regulations, be classified, securely and safely packed and labelled in accordance with any relevant statutory regulation in relation to the carriage of the particular Dangerous Goods. Any further information or documentation required by legislation or regulations or requested by the Courier must be supplied, the Courier reserves the right to refuse to accept a Consignment where such documentation is not provided by the Customer.

7.5 Clause 7.3 and 7.4 does not include Excluded/Prohibited Goods. The Courier will not accept Consignments containing Excluded/Prohibited Goods either in whole or in part. The presence of Excluded/Prohibited Goods should be made known to the Courier at the time of booking. In the event the Customer fails to inform the Courier of the presence of any Excluded/Prohibited Goods the Consignment will be delivered at the Customers risk and the Customer shall indemnify the Customer against all losses, expenses, claims and liabilities suffered by the Courier in relation to the delivery of the Consignment.

7.6 The Courier reserves the right to open and inspect any Consignment. You also agree that any governmental authority including customs and security including officers of the law may open and inspect your Consignment at any time.

7.7 The Courier accepts no liability for loss suffered in relation to Consignments containing cash or cash equivalents, including but not limited to travellers' cheques, bank cards, credit cards and or mobile phones where the Customer has not obtained the Couriers agreement to carry such items in writing. In relation to Consignments containing these items, the Customer must notify the Courier at the time of the booking and provide details of the items and their value. The Courier reserves the right to charge an additional sum for the carriage of such Consignments, as set out at Schedule 9.

7.8 The Courier reserves the right to refuse to accept any bookings.

8.0 Loading and Unloading Consignment

8.1 If collection or delivery of a Consignment takes place at your premises, we shall not be under any obligation to provide any equipment or labour which, apart from the driver collecting the Consignment, may be required for loading or unloading of a Consignment.

8.2 The Courier will use all reasonable efforts to ensure Consignments are delivered in accordance with the time notified to the Customer, however, it is agreed that such times are estimates only and time shall not be of the essence for the purpose of this agreement.

8.3 When Consignments are to be collected from a Customers address the Customer will provide appropriate equipment and labour for loading the Consignment

8.4 If a Consignment requires additional equipment and/or labour for unloading and or delivering into a premises at a Delivery Address, the Customer warrants that such equipment or labour as

required will be provided. If labour or equipment cannot be sought the Courier reserves the right to leave the consignment in a location that they deem fit.

8.5 Any assistance the Courier may provide to load or unload a Consignment is provided at the Courier's discretion and the Courier shall not be liable for any damage that may be caused. The Customer will indemnify the Courier against any costs, expenses, injuries, losses, liability, damages, claims, proceedings or legal costs which the Courier may suffer as a result of the provision of assistance whilst unloading or loading any Consignment (or part thereof)

8.6 Any Consignment (or part thereof) requiring special appliances for loading and/or unloading is accepted for carriage only on condition that such appliances are available at the relevant collection and/or delivery points. Where such special appliances are not available and if the Company agrees to load or unload such Consignment (or part thereof) the Company shall be under no liability whatsoever to the Customer for any damage however caused, in the course or as a result of loading or unloading such Consignment without such special appliances, whether or not by the negligence of the Company or agents, and the Customer shall save harmless and keep the Company indemnified against any claim or demand arising out of such loading or unloading.

9.0 Receiving/collecting of Consignment:

9.1 It is the Customers full responsibility to ensure that all goods are suitably, safely and securely packaged for transport including being safe to carry. If a claim arises where it is found to be due to inadequate packaging the Courier will accept no responsibility or process any claim. If your item is received at the collection address insufficiently packaged, including but not limited to, being received not in a cardboard box then collection of the Consignment can be refused. If the item is not packaged we will endeavour to use suitable packaging such as blankets, crates or boxes but we are not professional packers and do not take any responsibility for damage caused in transit.

9.2 If your Consignment is heavier or larger than declared your Consignment maybe rejected at the collection point or any additional charges must be agreed prior to being applicable to send onto the intended receiver.

9.3 Any Consignment prohibited or restricted with no written consent or has not been approved will not be transported onto the receiving destination. In some cases it may be possible to remove the prohibited or restricted contents from the Consignment.

9.4 In the event that the Courier is unable to collect the Consignment or any part thereof and is unable to do so due to:

- No-one being present at the collection point
- Unable to access the collection point
- The address being incorrect or incomplete
- The goods not being available or ready
- The goods not being suitable for transit
- Other such instances where the Courier is not able to complete the collection

Then the booking will need to be rescheduled. In such instances the Couriers may charge a wasted journey surcharge to cover the costs of their Courier attempting collection and not being able to fulfil the request. If such charge is levied by the Courier the charge will need to be paid for by the Customer prior to the collection being rescheduled.

10.0 Transit/carriage by road

10.1 Collections/deliveries may be delayed for reasons that are out of the control of the Courier. We reserve the right to not refund all or part of the service in these instances.

10.2 In the case of delay where you can show to us you have suffered loss, our liability is limited to refunding to you the charge you paid us for carriage in respect of that Consignment or the part which was delayed.

10.3 We have a liability to you for whatever reason for transportation services performed by us, including without limitation breach of contract, negligence, wilful act or default, our liability to you for loss, damage, mis-delivery or non-delivery of your Consignment or the part affected is at all times limited to the lower of the market value of the shipment at the time of carriage or the cost of repairing the shipment or the part affected with in each case an upper limit that does not exceed £10 per kilo limited to a maximum of £10,000 per Consignment. In the case of delay where you can show to us you have suffered loss our liability is limited to refunding to you the charge you paid us for carriage in respect of that shipment or the part which was delayed.

10.4 Transit of the Consignment will be deemed to commence when the Courier takes possession of the Consignment, whether this be at the Customer's premises or another point of collection.

10.5 Transit shall, unless otherwise agreed, be deemed to end when the Consignment is delivered to the Consignee's address which was provided by the Customer at the time of the booking, subject to clause 6.0.

11.0 Delivery including undelivered or unclaimed goods/returns

11.1 When the Consignment is received, it must be checked for damage before a signature is obtained. Once signed, it is done so as received in good condition. We are unable to process any claims if the goods and or consignment have been signed for or signed as unchecked. If the consignment is damaged an insurance claim can only be processed if the delivery was signed for as such. If no signature is obtained (as agreed with Customer) we are unable to accept any claims for loss or damage.

11.2 Only if instructed by the Customer at the time of the booking a Consignment does not require a signature upon delivery and the Courier has been instructed that they are permitted to leave the Consignment in a safe place. The Consignment can be left in an area the driver deems as safe. This can include outbuildings, porches, and other such areas on or around the delivery property. In the event a Consignment is left in a safe location and is indicated as such on the proof of delivery, no claim for loss can be processed.

11.3 If the Consignment cannot be delivered due to not being able to obtain satisfactory receipt from the address provided by the Customer, the Courier may attempt at an address within close proximity and leave details at the delivery point if instructed to do so.

11.4 The Courier shall be entitled to charge in full for delivery in the event it is not possible due to inadequate, incorrect or misleading information provided to the Courier by the Customer. The Courier shall also be entitled to any additional expenses incurred in attempting the Delivery.

11.5 Re-Direction. If after the Consignment has been collected the Customer requests the delivery to go to a different address to what was advised at the time of booking the Courier will take all reasonable steps to do this. Additional charges will be applied for any re-direction and payment of these would need to be made before the re-direction can take place. This can include but not limited to: any additional mileage, accommodation, storage, hourly charges for the driver. If for any reason the Courier is unable to re-direct a delivery, the Courier will deliver to the original address given and if unable to obtain a signature the Courier will take a picture of the delivery as proof and the full charges will apply.

11.6 Where we are unable to complete the delivery of the Consignment for whatever reason including refusal, the Courier shall use its reasonable endeavours to notify the Customer and the Consignee of any undelivered or unclaimed Consignment and agree the appropriate next action. You agree to pay us any costs we incur in forwarding the Consignment to an alternative address, disposing of or returning the Consignment to the original address. If we do not receive your or the receiver's instructions within a reasonable period of time which will be stated at the time after our second attempt to contact you or the receiver, then you agree that the Consignment shall transfer to the Courier and the Courier may sell or destroy the Consignment as if it were the original owner without any further liability.

11.7 The Courier will not be liable for the contact information including email address and/or phone number being incorrect for the Customer or the receiver and the Consignment may be disposed of if there is no response from the Customer within the set timescales.

11.8 Should the Consignment be held after a missed or failed delivery attempt it is the Customer's responsibility to contact the Courier to arrange collection or re-delivery of the Consignment. If the delivery / collection point is in excess of 20 miles a collection or re-delivery may not apply in these circumstances. Failure of delivery could result in the Consignment being returned and additional charges being applied.

11.9 Unless the Consignment is collected or instructions given for return or further delivery (for which there will be an additional charge) within 14 days of notice being given to the Customer. The Courier shall obtain what is in its view a reasonable price for the Consignment and shall use the proceeds of sale to discharge the Courier's expenses incurred in relation to the carriage, storage and sale or disposal of the Consignment. Any remaining proceeds will be paid over the Customer upon its written request, upon which the Courier shall be discharged from all liability in respect of the Consignment.

11.10 Without notice if the Consignment is liable to perish / deteriorate, change or cause damage to any other party including posing a health and safety risk to any of our employees or is to be in any breach of any law, bye-law or regulation, may and will be disposed of immediately.

12.0 Rates and Payment

12.1 You agree to pay our charges for the carriage of the Consignment between the locations specified on the Consignment note/contract of carriage and any value added taxes for the carriage within 30 days or end of month from the date of our invoice (account Customers only)

12.2 If you do not have an account and you are a pay as you go Customer, payment must be paid in full upon booking. We reserve our rights to hold all Consignments if we believe payment is deliberately delayed.

12.3 You waive all your rights to challenge our invoices if you do not contest our invoice in writing within 7 days from the date of the invoice.

12.4 Late payment and admin charges will apply if any of the invoices have not been paid on time.

12.5 If we have to take any legal action to recover our invoices, any costs that arise towards the legal process will be paid by the debtor.

12.6 The charges payable for the Services shall be calculated in accordance with the Courier's standard rates which are available upon the Customers request.

12.7 All charges quoted to the Customer shall be exclusive of VAT which the Courier shall add to its invoices at the appropriate rate.

12.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Courier on the due date, the Courier may:

- Be entitled to charge interest at the rate of 8% plus the Bank of England base rate on such sum from the due date for payment accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Courier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- Suspend all Services until payment has been made in full.

12.9 The Courier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Courier against any liability of the Courier to the Customer.

12.10 The Courier reserves the right to set out the additional charges.

13.0 Charges - Cancellation / Failed Collections / Amendments / Waiting Time

13.1 Cancellation of a booking must be received by 3pm the day before the collection date. Unless the journey mileage equates to more than 100 miles then a 48 hour notification period must be applied. Any cancellations received after this time we reserve the right to charge a cancellation fee which as standard is £50 and an equivalent to the Couriers wasted journey charges that will be deducted from the refund amount providing the item has not been collected. If items have been collected the Courier reserves the right to charge the total amount agreed at the time of the booking.

13.2 Any cancellations received when the Courier is en-route, has arrived on site or after the Consignment has been collected will result in the Courier returning the Consignment to you wherever possible and no refund will be given. In the case where a return is not possible the Courier will endeavour to arrange an alternative solution for either another Courier pick up or

diversion/redirection of the Consignment. In most circumstances return, redirection and or via another Courier collection, charges will also be applied.

13.3 All cancellations must be submitted to us with full detail as to why the service is no longer required.

13.4 Waiting time / handballing charges, the Courier will allow 30 mins at each point for loading/unloading, anything over and above this will be charged at an hourly rate inside normal working hours (8am - 5pm) Anything outside of these times will be charged at the the out of hours rate.

- Small Van £20 + VAT per hour (Out of hours = £40 + VAT)
- SWB / Transit Van £30 + VAT per hour (Out of hours = £60 + VAT)
- LWB / XLWB / Luton £40 + VAT per hour (Out of hours = £80 + VAT)

All waiting time / handballing charges must be paid before the collection (if the delay happens at collection point) or before the delivery is completed (if delay happens at the delivery point)

13.5 Any amendments to the time of collection or delivery of the Consignment that was agreed at the booking stage, we reserve the right to charge an amendment fee dependent on the amount of notice given and time amendment made.

14.0 Indemnity:

14.1 We shall assume that you are the sole owner of every item dispatched in the Consignment but if any other person makes a claim against us for loss of or damage to any such items beyond our liability to you then you agree that you shall indemnify us against any losses or liabilities that we suffer through that claim (including all legal costs and expenses) and you agree that we shall have no liability to you in these circumstances, regardless of whether such claims exceed any limitations of liability set out in this Agreement.

14.2 The Customer shall indemnify the Carrier against;

- All losses suffered by the Courier as a result of any breach of these Conditions by the Customer, fraud, error, misrepresentation or omission by the Customer, or the Consignee.
- All losses suffered by the Courier or claims resulting from the loss or damage to property caused by the carriage of Dangerous Goods.

15.0 Liability and Claims:

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE AND LIMITS OF OUR LIABILITY WITHIN IT

15.1 This condition sets out the entire liability of the Courier to the Customer in respect of:

- any breach of this agreement
- any use made by the Customer of the Services or any part of them
- any mis-representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

15.2 Nothing in these Conditions limits or excludes the liability of the Courier:

- For death or personal injury resulting from negligence
- For any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Courier.

15.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

15.4 The Courier shall perform the service/duties to the Customer in a professional manner and by exercising a reasonable degree of skill, care, judgement and diligence.

15.5 The Courier shall only be liable for damage or loss caused to you if it is caused by our negligence, breach of duty or other wrongful act or omission, and only subject to the limitations set out within this whole clause.

15.6 The Courier has no liability to the Customer for any loss of income, loss of profits, loss of markets, loss of reputation, loss of Customers, loss of use, loss of an opportunity or for any indirect, incidental, special or consequential damages or loss whatsoever arising including but not limited to the loss, damage, delay, miss delivery or non-delivery of your Consignment or if we do not fulfil any obligations towards you or from carrying on its business at all even if we had knowledge that such damages or loss might arise as a result of circumstances beyond our control such as but not limited to:

- Acts of nature including earthquakes, storms, flooding, fire, disease, fog, snow or frost.
- Force majeure including but not limited to: war, riot, accidents, acts of public enemies, strikes, lock-outs or other industrial disputes, (whether involving the workforce of the Courier or any other party), local disputes or civil commotions, national or local disruptions in ground transportation networks, criminal acts of third parties such as theft and arson.
- By acts, events, omissions or accidents beyond its reasonable control, failure of a utility service or transport network, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, or default of suppliers or sub-contractors.
- Latent defects or inherent vice in the contents of the Consignment.
- Your acts or omissions or those of third parties such as: you being in breach of (or any other party claiming an interest in the Consignment causing you to breach your obligations under these terms and conditions
- An act or omission of any government official.
- The contents of the Consignment consisting of any article that is a prohibited item even though we may have accepted the consignment by mistake.

15.7 The Courier shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise to the greatest extent that is permitted by law, under any circumstances whether direct or indirect even if foreseeable for any claim for:

- loss of profit or revenue
- loss of business
- loss of goodwill and/or similar losses
- loss of anticipated savings
- loss of Consignment

- loss of contract
- loss of corruption of data or information
- loss of use of an item
- administrative inconvenience and or disappointment
- any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising out of it, or in relation to the service you booked
- claims which do not arise naturally as a result of our negligence, breach of duty, or other wrongful act or omission.

15.8 You undertake to us that you shall not permit any other person or party who has an interest in the Consignment to bring a claim or any action against us arising from the Consignment even though we may have been negligent or in default. If a claim or action is made you will indemnify us against the consequences of the claim or action and the costs and expenses we incur in defending it.

15.9 The Courier shall not be liable to you under any circumstances where there are any material discrepancies (meaning more than 5% difference) between the declared dimensions and weights and the actual dimensions and weights.

15.10 If a number of packages or individually wrapped goods are sent as one through the Courier, they must be encased within one outer box, as per our packaging guidelines (available on request). Failing to do this, any package or individually wrapped items that comes apart in transit resulting in one or more of them being lost, once the remaining package/s are signed for by the recipient, you accept that you cannot make a claim for loss or partial loss of that Consignment.

15.11 We shall not be able to accept liability for any Consignment that are handed to the wrong Courier by the sender or that are left unattended for the collection to occur. It is the Customers responsibility and/or sender to ensure the Consignment is given to the correct Courier. Items left unattended will be sent at the Customer's/sender's own risk.

Where a Consignment is sent on a service that does not require a signature no claim for loss can be processed on that booking.

15.12 The Courier accepts no responsibility for delivery dates and times unless previously agreed in writing

15.13 The Courier shall not be liable for any items sent that are listed in condition 7.3, 7.4 and 7.5 It is at the Customers own risk if they are sent and not disclosed at the time of booking.

16.0 Limitation on the Amount of our Liability

16.1 Should the Courier be liable for any reason, we shall (subject to these terms and conditions) only be liable to you up to the following amounts in the following circumstances:

16.2 If the value of the Consignment exceeds £1,000 the Customer must notify the Courier upon booking. If the Customer fails to advise the Courier of the value of the Consignment at the time of booking, then the cost of any insurance claim will be restricted to a maximum of £1,000.

16.3 If the Courier loses or damages all of a Consignment, we shall be liable for the amount the Customer declared the Consignment value as at the time of booking. If the value of the Consignment is not specified by the Customer at the time of booking, no claim, regardless of the circumstances, will be processed as it will be deemed as being sent with no monetary value.

16.4 If the Courier loses or damages part of a Consignment, the amount of the sum determined shall be pro-rated down to represent the proportion that the actual value of that part of the Consignment bears to the actual value of the whole Consignment (for example, if a Consignment of 4 packages was declared with a value of £20 and a Courier loses or damages one of the packages, we would only be liable for 25% of the total value, i.e. £5.00 of the total £20 declared value)

16.5 Our liability is limited to the amounts set out above and is based on the actual value of the item at the date of loss.

16.6 For all claims to be able to ascertain the extent of our liability we do require proof of the value of the whole Consignment and any part or parts of it which make it up within our required timeframes. The proof of value in all cases must be a receipt or invoice for the items.

- We will be unable to accept website screenshots, Catalogue print outs or similar item values as proof of value for the item you are sending
- We will only be able to cover for the cost of replacing the goods and will not cover for the profit you made on the item(s) or applicable value added tax (or like tax) on such profit
- We will not be able to accept a proof of value in the format of a word document.

16.7 For all claims of loss and part loss we must receive a proof of loss, in addition to the proof of value, as part of the claim within our required timeframes. This is an indication from the receiver that the goods have not been delivered/received.

- This needs to be signed letter from the receiver showing the date and full delivery address. This must be provided as part of the claim.
- We will not be able to accept an email as a proof of loss as we do require the receiver to sign a letter to advise the goods have not been received.

16.8 We will not be able to accept any claims for damage where the following, in addition to the proof of value, has not been received within our required timeframes:

- Photos showing the full extent of the damage to the item
- Photos showing the internal packaging used
- Photos showing the external packaging used
- A quote for the repair to the item

16.9 We will assume the Consignment was delivered in good condition unless the receiver has noted any damage on our delivery record when the receiver accepted the Consignment.

16.10 We shall not accept liability on any damage claims where the packaging does not comply with our packaging guidelines (available on request). As a minimum each package should be in a new, undamaged cardboard box that is strong enough to carry the weight of the goods, the goods should not touch any side of the box and must be cushioned using internal packaging that is of at least 5 centimetres thick all over. This can be bubble wrap or foam.

16.11 In all events of any damage the item and all external and internal packaging must be kept and made available for inspection at the delivery address if required by the Courier for 28 days from the claim submission date. Failure to have the item and packaging available should an inspection be requested could void the claim and we will no longer be liable.

16.12 Where there are no physical signs of damage to the item, we will not be liable and no claim will be processed in this event.

16.13 Should your item be disposed of due to it being deemed unsafe, health and safety risk or not fit for transportation we shall not be liable in these instances.

16.14 We shall not be liable to you under any circumstance for any loss or damage unless you notify us by contacting us within 7 calendar days of the collection date. Any claims received after this point will be rejected. After notification of making a claim or submitting a claim with missing documents you will have a maximum of 7 calendar days to submit a full claim or send through any missing documents. If this is not received within this time frame the claim will be rejected. Should your claim be rejected and you wish to appeal this decision this must be done within 7 calendar days of the rejection notice being sent. Any appeals received after this date will be rejected and we will not be liable. We can only accept, pay and discuss any matters to do with a claim/booking for our services with the person who contracts with The Courier. All other parties are not privy to this information. Claims can only be accepted by emailing info@nncbreedon.co.uk with all necessary information. Claims received in any other method may be rejected and we will not be liable. The Courier reserves the right to reject any claim should any of the above terms not be met and we are not obliged to act on any claim until our carriage charges have been paid nor are you entitled to deduct the amount of your claim from our carriage charges. We will not start any claim procedure if there are any of our invoices outstanding more than 10 days than the agreed terms of the payment.

16.15 Save as otherwise provided by any applicable convention and or law your right to claim damages against us shall be extinguished unless an action is brought in a court of law within 1 year from the date of delivery of the Consignment or from the date on which the Consignment should have been delivered or from the date on which the transit ended.

17.0 Insurance and Limitation of Financial Liability

17.1 In respect of Consignments both collected and delivered within Mainland United Kingdom, the Courier has a policy of insurance in place to cover the Consignment in transit, the limit of the insurance cover is £10,000.00 per vehicle. The cost of the Courier obtaining the policy is included within the Courier's charges.

The Insurance will not provide cover for Excluded or Dangerous Goods under clause 7.

18.0 Data protection

The Customer acknowledges and agrees that details of the Customer's name, address, payment details and personal data will be processed by the Courier. The Customer acknowledged the terms contained within the privacy policy (available on request) contained on the Couriers website.

19.0 Termination

19.1 On termination of this agreement for any reason:

- The Customer shall immediately pay to the Courier all of the Courier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Courier may submit an invoice, which shall be payable immediately on receipt.
- The accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

20.0 Applicable Law and jurisdiction

20.1 These conditions and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20.2 You irrevocably agree, for our sole benefit that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or its subject matter or formation (including non-contractual claims). Nothing in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions prevent us from taking proceedings in any other jurisdictions, whether at the same time or not, to the extent permitted by the law of that other jurisdiction.

20.3 In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of this contract of carriage all of which remain in force

20.4 Disputes arising from or related to these conditions shall be subject to the laws and the courts of England and Wales.

21.0 Statutory Rights

21.1 These terms and conditions are in addition to your statutory rights as a consumer which remains unaffected. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

22.0 Website

22.1 Any information about you that we process will be processed in accordance with our Privacy Policy (available on request). By using the Website, you consent to such processing. The information you provide through this website may be used to contact you for service updates through email and SMS.

22.3 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed all of these third party websites and do not control and are not responsible for their content or availability. We do not therefore endorse or make any representations about them, or any material found there, or any consequences of using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

Email: info@nncbreedon.co.uk

Phone: 07971 668 453 / 07984 397 280

The Courier

2B Derby Road,

Ashby De La Zouch

Leicestershire

LE65 2HE