

## TERMS & CONDITIONS OF BUSINESS OF Jaderick Limited t/a Super Fast Courier Services

### DEFINITIONS

In these Terms and Conditions, unless the context otherwise permits or requires, the following expressions shall have the following meanings:

"We, Us Our or Ours" means we the carrier trading as SFCS (Super Fast Courier Services) or SFC (Super Fast Courier)

"Booking" means a booking for the carriage of a Consignment placed by a client/customer with us by telephone, text or Email.

"Carrier" means SFCS (Super Fast Courier Services) or SFC (Super Fast Courier).

"You, Your or Yours" means the clients or customer responsible for arranging the consignment.

"Customer/Client" means the person who contracts for the services of the Carrier.

"Conditions" means these conditions of carriage, which shall apply to the contract of carriage between the customer/client and the Carrier.

"Consignee" means the person to whom the Carrier delivers the Consignment to.

"Consignment" means goods or property, whether or not contained in separate parcels, packages, containers or envelopes including any paper, documents and cash, to be delivered by the Carrier for the customer to the Consignee.

"Dangerous Goods" means dangerous goods as defined in the Carriage of Dangerous Goods by Road Regulations 1996 (as amended, re-enacted or extended from time to time), and any other substance likely to cause or encourage disease, vermin, pests or other hazardous items.

"Working Day" means any day which is not a Saturday, Sunday or a bank or public or other statutory holiday in England and Wales.

"Excluded Goods" means goods which will not be carried by Us as specified on the Website from time to time;

### 1. General

1.1 The Carrier is not a common carrier and accepts at its sole discretion the carriage of Consignments subject only to these Conditions. These Conditions shall apply to the exclusion of any other terms and conditions (including those of the customer) unless agreed in writing by Us.

1.2 The customer acknowledges and agrees that the Conditions excluding or restricting any liability of the Carrier are reasonable having regard to the existence of alternatives and other carriers available to it.

1.3 The customer warrants that it has full power and authority to enter into and perform its obligations under these Conditions.

### ACCEPTANCE OF TERMS AND CONDITIONS

2. 1 Any transportation or delivery of a Consignment or other business undertaken by the Us or any information, advice or service We supply (whether charged for or not) is undertaken or provided subject to these Terms.

2.2 These Terms, together with any variations agreed in writing between the Us and You, shall constitute the entire contract between the "Us" the Carrier and "You" the Client and shall supersede any previous agreement or arrangement between the Us and You and in particular shall operate to the exclusion of any Terms and Conditions at any time referred to or purportedly imposed by the You. On acceptance by "Us" the Carrier of any Consignment "You" the Client shall be deemed to have accepted these terms.

2.3 No variation of these Terms shall be valid or binding upon the Carrier unless agreed in writing by the director of the Carrier.

2.4 We are not a common carrier and will only carry Consignments subject to these Terms. We reserves the right at its absolute discretion to:

2.4.1 sub-contract any part or parts of a delivery;

2.4.2 refuse to accept any Consignment or part thereof for delivery;

2.4.3 deliver the consignment by any available route; and

2.4.4 refuse to accept Dangerous Goods or any Consignment containing Dangerous Goods for delivery.

2.4.5 We may at its absolute discretion at any time and for any reason refuse to collect or transport a Consignment.

#### CLIENT OBLIGATIONS

3.1 The Client hereby warrants and represents that:

3.1.1 the Consignment does not constitute or contain Dangerous Goods or any substance or material the possession, storage or delivery of which is a criminal offence or a breach of any statute, regulation or byelaw under the laws of any part of the United Kingdom or of any jurisdiction to or through which the Consignment is to be delivered or in which it may be stored; and

3.1.2 the Client has the authority in respect of the Consignment to authorise collection and delivery by the Carrier from the Collection Point (or drop off Point - if applicable) to the Delivery Point.

3.2 It is the Client's obligation to:-

3.2.1 ensure that the Consignment is clearly addressed and is packaged in a manner to afford the Consignment such adequate protection that may be necessary to avoid loss of or damage to the contents of the Consignment during its carriage by the Carrier; and

3.2.2 notify the Carrier in writing if the contents of any Consignment are of a sensitive or confidential nature.

3.2.3 If the value of the Consignment is greater than £10,000 (the limit of the Carrier's liability as per clause 7.1, it is the Client's responsibility to arrange such further insurance as the Client considers appropriate. Upon request the Carrier may, at the Client's cost and subject to the availability of insurance, arrange such further insurance for such value as the Client requests.

3.2.4 The Client hereby agrees to indemnify the Carrier against, and hold the Carrier harmless from, any loss, damage, claim, cost or expense which the Carrier, its employees, sub-contractors, agents or other Clients of the Carrier may incur directly or indirectly as a result of any breach by the Client of any provision of these Terms.

#### DELIVERIES

4.1 The Carrier shall use its reasonable endeavours to deliver the Consignment to the Delivery Point within the time specified by the Client, but time of delivery shall not be of the essence unless agreed by the Carrier in writing prior to collection of the Consignment.

4.2 The Carrier shall take all reasonable steps to obtain a receipt from the consignee or his or its employee, agent or sub-contractor and such receipt shall be conclusive evidence of the date, time and place of delivery of the Consignment.

5.1 The Carrier shall make one attempt to deliver a Consignment to the Delivery Point within the delivery time specified by the Client. If the Consignment cannot be delivered the Carrier will have the option, at the Client's cost, to either 5.1.1 make a further attempt to deliver the Consignment to the Delivery Point or 5.1.2 deliver the Consignment to any other Delivery Point specified by the Client.

5.2 If the delivery does not take place under the provisions of Clause 6.1 other than by reason of any failure or default of Ours, Our employees, Our sub-contractors or Our agents or if the Client does not specify an alternative Delivery Point within 24 hours of being requested to do so by Us, then the Client shall be liable to the Carrier for all storage charges incurred by the Carrier between the date on which the delivery was first attempted and the date on which delivery of the Consignment is finally made.

#### LIABILITY FOR LOSS AND DAMAGE

6.1 We shall not be liable for any loss, mis-delivery, non-delivery or damage to any Consignment unless such loss, mis-delivery, non-delivery or damage was due to any wilful default or negligence or fraudulent act or omission of the Carrier, its employees, sub-contractors or agents.

6.2 Subject to Term 7.1, the liability of the Carrier shall be limited to £10,000 or to such greater amount as may be determined pursuant to clause 3.2.3.

6.3 We shall not be liable in respect of any delay in delivery of, loss or damage to, any Consignment that cannot be carried within the vehicle type requested by the Client from the Carrier or if the

Consignment is not properly packaged or prepared for transit in parcels, envelopes or packages suitable for transit of goods, items or matters of a nature comprising the Consignment or any part thereof.

6.4 Notwithstanding any provision to the contrary in these Terms, the Carrier shall not be liable for the loss of, damage to, non-delivery or mis-delivery of any deeds, notes, cheques, stamps, cash, tickets, bankers drafts or cheques, travellers cheques, jewellery, watches, live stock, wines and spirits, precious metals, works of art, glass, ceramics, similar valuable or fragile articles.

6.5 The Carrier shall not be liable for any loss, damage or mis-delivery suffered by reason of:

6.5.1 the failure of the Client to address the Consignment correctly or at all;

6.5.2 an act of God or other circumstances outwith the control of the Carrier;

6.5.3 an error or omission by the Client;

6.5.4 war or terrorism or any industrial dispute;

6.5.5 the Consignment being of an inherently fragile nature; or

6.5.6 the failure of the Client in notifying the Carrier of the sensitive or confidential nature of the contents of the Consignment in clause of Term 3.2.2.

### CONSEQUENTIAL LOSS

7. The Carrier shall not in any circumstances, be liable for any indirect, consequential or economic loss or damage whatsoever or howsoever incurred by the Client or any third party, including but not limited to any loss of profits, loss of future business, loss of reputation or goodwill.

7.1 We can only deliver the Consignment to the address given by the Client. We shall not be responsible for delivering any Consignment to a wrong delivery Point given by the Client.

### CLAIM PROCEDURE AND TIME LIMITS

8.1 The Carrier shall require evidence to the Carrier's satisfaction of any damage to or loss of any Consignment. In case of damage, the Carrier retains the right to view or inspect the damaged Consignment.

8.2 The Carrier shall be entitled to require that the Client provides independent written evidence to its reasonable satisfaction of the value of the Consignment damaged or lost.

8.3 The Carrier shall not be liable for any loss of or damage to a Consignment unless a claim is made upon the Carrier in writing, addressed to a director of the Carrier and delivered to the registered office of the Carrier or such other address from which the Carrier trades from time to time.

8.3.1 within 2 Working Days from delivery; or

8.3.2 in the case of loss, mis-delivery or non delivery within three Working Days of acceptance by the Carrier of the Consignment concerned.

### CHARGES

9.1 The Client shall in respect of delivery of any Consignment pay the Carrier's charges in accordance with the Carrier's current tariff of charges within 28 days from the date of the Carrier's invoice. The Carrier reserves the right to increase its charges at any time. The tariff of charges is available for inspection by the Client at the Carrier's offices (and a copy will be provided on request) and the tariff shall be deemed to have been inspected by the Client whether or not actually inspected.

9.2 Each Consignment shall be subject to a minimum invoice charge at such rate as is prescribed by the Carrier's tariff of charges from time to time (currently £20 plus VAT).

9.3 Unless paid within 28 days of the date of the invoice from the Carrier, the Carrier shall be entitled to charge interest on any unpaid sum at the rate of interest as prescribed by the Secretary of State from time to time in terms of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended, re-enacted or extended from time to time), computed from the date of any such unpaid invoice or invoices until the payment of such sum and computed on a daily basis both before and after judgement. We shall also be entitled to charge a Late Payment Fee of 5% of the outstanding invoice to a maximum of £45.

9.4 No quotation or estimate of charges given by the Carrier shall bind the Carrier, unless expressed

in writing to be a fixed quotation with a date to which such fixed quotation shall be valid, in which case the quotation or estimate must be accepted by the Client and delivery must take place prior to that time.

9.5 The Carrier must be informed in writing within five Working Days of receipt of any invoice discrepancies.

9.6 The Carrier shall be permitted to apply a fuel surcharge in the event of exceptional fuel price increases.

9.7 Should the Client not be at the agreed Collection Point when the Carrier calls to collect a Consignment or if the Client cancels a booking, the Carrier may charge a cancellation fee to such amount as the Carrier at its sole discretion deems to be reasonable given the circumstances to reflect administration time, fuel costs and driver time.

10. All monies due to the Carrier shall be payable to the Carrier in Pound sterling.

11. The Carrier shall have a lien over any or all Consignments in respect of any unpaid invoices whether relating to a particular Consignment or otherwise.

12. Each Consignment accepted by the Carrier shall be deemed to be a separate contract pursuant to these Terms and the Client shall not be entitled to withhold payments due by the Client in respect of any other Consignment in respect of any claim or alleged claim by the Client or the consignee against the Carrier howsoever arising and whether by way of set-off, counterclaim or otherwise.

13. The Client agrees to indemnify the Carrier for all costs and expenses including legal fees and expenses on a Solicitor and own Client basis in respect of the recovery of any outstanding amounts due under these Terms.

#### CHANGES TO THESE TERMS AND CONDITIONS

14.1 The Carrier reserves the right to change these Terms from time to time. The Carrier will post details of all changes online on [www.superfastcourier.co.uk](http://www.superfastcourier.co.uk).

14.2 It is the responsibility of the Client to check periodically for changes to these Terms. The continued use by the Client of the Carriers services, following the posting of any changes on its website, constitutes acceptance by the Client of those changes.

#### SEVERANCE

15. The Client has freely and openly accepted these Terms in the knowledge that the liability of the Carrier is to be limited in accordance with these Terms and the price charged by the Carrier has been calculated accordingly. The Client acknowledges that a greater price would be payable but for such limitation. It is intended that the Terms are reasonable as between the Carrier and the Client having regard to the nature of the services provided by the Carrier, but if at any point in time any provision of these Terms is either unenforceable or void at law it shall not adversely affect or prejudice the remainder of them or the contract constituted by these Terms and it shall be deemed excluded from these Terms.

#### LAW AND JURISDICTION

16. These Terms shall be subject to the laws of United Kingdom and the parties hereby submit to the non-exclusive jurisdiction of the courts of United Kingdom.

I have received a copy of the above Terms and Conditions of Business of Jaderick Ltd t/a Super Fast Courier Services and being duly authorised to do so agree that these shall be the terms of contract for delivery of Consignments by Super Fast Courier Services.

Signed.....

Printed Name.....

Company.....

Date.....