

Holly Tree Transport & Storage Ltd - Conditions of Carriage

Please note 'The Customer' (see 1. Definitions) will not in all circumstances be entitled to compensation, or to full compensation, for any loss and may be subject to certain obligations and indemnities. The customer should therefore seek professional advice as to appropriate insurance cover to be maintained while consignments are in transit.

1. Definitions

- a. **"Courier"** means Holly Tree Transport & Storage Ltd.
- b. **"Contract"** Means the contract of carriage between the customer and the courier, which shall be made subject to these Terms and Conditions.
- c. **"The Customer"** means the person who contracts the services of the Courier, including any other courier who gives the Goods to the Courier for carriage.
- d. **"Consignee"** means the person or company to whom the Courier contracts to deliver the goods.
- e. **"The Goods"** means any items in bulk or contained in one parcel, package, container or envelope, as the case may be, or any separate number of parcels, packages, containers or envelopes sent at one time in one load by or for the Customer from Collection point to Delivery Point.
- f. **"Collection Point"** means the address at which the Goods are to be collected or received by the Courier.
- g. **"Delivery Point"** means the address to which the goods are to be delivered by the Courier, including any alternative delivery points specified by the Customer.
- h. **"The Price list"** means the price list of the firm for the time being in force.
- i. **"The Rate"** means the price rate for type of transportation undertaken specified in the price list.

2. Acceptance of Terms and Conditions

- . 2.1 Any business undertaken by the Courier or any information advice or service supplied by the Courier is undertaken or provided subject to these Terms and Conditions which shall be the terms of any Contract for delivery of the Goods between the Courier and the Customer.
- . 2.2 The Customer warrants that it is either the owner or the authorised agent of the owner of the Goods.
- . 2.3 The Customer promises that the Goods will be sufficiently securely and properly packed and labelled, will be fit and safe to be carried or stored, and will comply with all statutory or other regulations for carriage by road, air, rail and sea.
- . 2.4 No variation of these conditions shall be effective unless made in writing and signed by an authorised officer or employee of the firm.
- . 2.5 Unless otherwise agreed in writing, these conditions shall prevail over inconsistent terms implied by law or by trade custom; practice or course of dealing or any terms and conditions of the customer and any such inconsistent terms are hereby expressly excluded unless with authority of the person entitled to give the same on behalf of the customer.
- . 2.6 On acceptance by the Courier of the Goods the customers shall be deemed to have accepted these Terms and Conditions.
- . 2.7 Goods in Transit insurance is provided by the Courier and their sub-contractors subject to the conditions as laid out in table 1 shown in section 8.1. Bookings received with undeclared goods valued over £1000 are excluded from goods in transit liability cover.
- . 2.8 The Customer acknowledges that it has not entered into this agreement relying upon any representation made by or on behalf of the Courier and without prejudice to the generality of the foregoing, the customer has not relied upon any correspondence, statement or sales literature issues by or on behalf of the Courier.
- . 2.9 The Courier reserves the right at its absolute discretion to:
 - . a) Subcontract any part or parts of a delivery without informing the customer
 - . b) Refuse to accept the goods or part thereof for delivery

- . c) Deliver the goods by any available route.

2.10 Without prejudice to the provisions in Clause 2.9 above, the Customer acknowledges that the Courier is under no obligation to accept Dangerous Goods or any goods containing dangerous goods for delivery.

2.11 It shall be the responsibility of the Customer to satisfy itself that any load it wishes to have carried by the Courier shall be suitable for one man to lift at a value no more than 25kg. If individual goods exceed this weight, there will be an additional charge to allow for lifting assistance.

2.12 The Customer hereby warrants that:

- a) the Goods do not constitute or contain Dangerous Goods, or any substance the possession, storage or delivery of which is a criminal offence or a breach of the provisions of any relevant statute regulation or by-law under the laws of any part of the UK or of any jurisdiction to or through which the Goods are to be delivered or in which it may be stored.
- b) The Customer has authority in respect of the Goods to authorise collection and delivery by the Courier from the Collection Point to the Delivery Point.

2.13 The Customer hereby agrees to indemnify the Courier against and hold the Courier harmless from any loss damage claim cost or expense which the Courier its employees, sub- contractors or agent may incur directly or indirectly as a result of any breach of the warranty given in clause 2.8 above.

3. Deliveries

- . 3.1 The Courier shall use its reasonable endeavours to deliver the Goods to the Delivery Point within the time specified by the Courier, but time of delivery shall not be of the essence unless agreed by the Courier in writing prior to the placing of the Order.

- . 3.2 The Courier shall take all reasonable steps to obtain proof of delivery from the Consignee and such proof of delivery shall be conclusive evidence of the date, time and place of delivery.

- . 3.3 The Courier shall make one attempt to deliver the Goods to the Delivery point within the delivery time specified by the Customer. If the Goods cannot be delivered, the Courier will attempt to deliver the Goods to another Delivery Point specified by the Customer at the Customer's cost.

- . 3.4 If delivery does not take place under the provisions of Clause 3.3 other than by reason of any failure or default of the Courier its employees, agents or sub-contractors or if the Customer does not specify an alternative Delivery Point within 24 hours of being requested to do so by the Courier, the Customer shall be liable to the Courier for all storage charges incurred by the Courier between the date on which delivery was first attempted and the date on which delivery is made under the provisions of Clause 3.3 above or the date of sale of the Goods under provisions of

Clause 3.5 below.

3.5 If the delivery does not take place under the provisions of Clause 3.3, the Courier shall be entitled to dispose of the Goods or any part thereof at any time after giving the Customer seven days written notice of its intention to do so.

3.6 The Courier shall be under no obligation to deliver the Goods as a whole at any one time and shall be free in its absolute discretion to make more than one delivery to deliver in parts.

3.7 The Courier shall not be obliged to adopt any particular mode of transport of goods

3.8 The Courier, employees or sub-contractors are not authorised to make oral representations with the regard to the consignment of any goods and if any such representation or an opinion expressed orally which materially affects the customer's decision to place the order for the delivery of goods, the customer Should ensure that such details be confirmed in writing by a duly authorised officer of the firm. No liability can otherwise be accepted. If any goods have to be stored between that date and time of receipt by the firm and the date of delivery such storage shall be at risk of the customer.

3.9 The Courier gives no warranty nor makes any representation as to the time at which goods shall be delivered.

3.10 The Carrier shall not be liable for any delayed or non-performance or any loss or damage where liability would otherwise arise caused by:

- a) any act of God including adverse weather conditions, fuel shortages and power failures;
- b) any war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection, or military usurpation of governmental power, confiscation, requisition, destruction of, or damage to property;
- c) any riots, civil commotion, strikes, lockouts, general or partial stoppage or restraint of labour from whatever causes;
- d) any seizure under legal process;
- e) any act or omission of the Customer or those for whom he contracts or of the servants or agents of either;
- f) any inherent liability to wastage in bulk or weight, latent defect or inherent vice or natural deterioration of the Goods;
- g) the inadequate or improper packing of the whole or part of the Goods, unless it is previously agreed between the Customer and the Carrier that the Carrier shall undertake such packing;
- h) the insufficient or incorrect labelling or addressing of the Goods, unless it is previously arranged between the Customer and the Carrier that the Carrier shall undertake such labelling;
- i) the addressee of the Goods not accepting delivery within 28 days of service on the Cus-

tomor of the Carrier's notice of non-delivery;

j) any marine risks;

k) the acts or omissions of any independent contractor in any manner whatsoever where caused by any breach by the Customer of these Conditions and where so caused the relief of the Carrier from liability aforesaid shall be without.

4. The Customer shall be responsible for arranging for the Goods to be carefully checked immediately upon receipt by the consignee or other recipient of the Goods.

- . 4.1 It shall be the responsibility of the Customer to satisfy itself that any load it wishes to have carried by the Courier shall be suitable for conveyance in the vehicle or machine ordered by the Customer and provided by the Courier. And if the Customer accepts the vehicle or machine offered by the Courier for the carriage of such load, the Courier shall have no liability whatsoever for any loss or damage to such load arising from the unsuitability of such vehicle or machine.

- . 4.2 Subject to conditions the liability of the Carrier in respect of any one consignment of Goods shall be limited to the lower of:

a) an amount calculated (by reference to the gross weight of the Goods excluding packaging as specified on the consignment note and if no weight is specified the actual gross weight of the Goods excluding packaging) at a rate of £10 per kilo up to a maximum of 1000 kilos per consignment subject to a minimum of £10 or:

b) the cost value of the Goods to the Customer; or in the case of damaged Goods the cost of repair of such Goods.

c) In the event that part only of a consignment of Goods is lost, damaged or mis-delivered, the liability of the Carrier shall be limited to the lower of:

d) that amount which bears the same proportion to the amount as the actual value of the lost, damaged or mis-delivered part of the Goods bears to the actual value of the whole of the Goods; or the cost of repair of any damaged part. Different limits of liability may apply for journeys which take place outside the British Isles.

5. Additions

- . 5.1 The Courier shall not be under any obligation to provide any plant, equipment, machinery, power or labour which may be required for loading or unloading the Goods at the Collection or Delivery Point.

- . 5.2 Any Goods or part thereof requiring any special appliance or equipment for loading on to and/or unloading from any vehicle is accepted for carriage only on the condition that the Customer has duly ascertained that such appliances are available at the Collection/Delivery Points and the Customer shall be responsible for the provision and cost of such Appliances or Equipment.

5.3 Any assistance given by the Courier beyond the usual act of collection or delivery (including without prejudice to the generality of the foregoing the provision of plant, machinery, equipment, power or labour for loading or unloading at the collection/Delivery points) shall be at the sole risk of the Customer who will save harmless and keep the Courier indemnified against any damage expense loss costs claims or demands (including without limitations damage to the Goods or to any property of the Customer, the Courier or Consignee or any third party whether or not arising out of the negligence of the Courier its employees agents or sub-contractors) arising directly or indirectly from the provision of such assistance.

6. Liability for Loss and Damage

6.1 Subject to the provision of Clauses 3.1, 3.2 and 6.1 the Courier shall not be liable for any loss,

mis-delivery, non-delivery or damage to The Goods unless such loss, mis-delivery, non-delivery or damage has arisen from any wilful default by or negligent act or omission of the Courier its employees, agents or sub-contractors.

7. Limitations of Liability

7.1 Subject to Clauses 3.1, 3.2 and 5.1 hereof the liability of the Courier to the Customer arising

from any loss or damage to any Goods or for non-delivery or mis-delivery thereof shall be limited to the reasonable market value of the Goods whether such loss, damage or non-delivery or mis-delivery arises by reason to breach of Contract or negligence on the part of the Courier or its employees, agents or sub-contractors or otherwise howsoever provided that:

- a) The Courier shall not in any case be liable for any indirect consequential or economic loss or damage incurred by the Customer or any third party.
- b) Refuse to accept any Goods or part thereof for delivery
- c) The Courier shall not be liable in respect of any loss or damage to any Goods that are not properly packed or prepared for transit in parcels, envelopes or packages suitable for transit of goods, items or matters of the nature comprising of the Goods or any part thereof.
- d) The Courier shall be entitled to receive written evidence to its reasonable satisfaction of the value of the Goods damaged or lost.
- e) The Courier shall not be liable for loss of or damage to non-delivery or mis-delivery of any cash, notes, stamps, deeds, tickets, cheques, travellers cheques, jewellery, watches, precious metals and works of art or similar valuable articles.
- f) The Courier shall not be liable for any loss of or damage to any Goods unless the claim is made upon the Courier in writing within seven days after completion of the

delivery.

g) The Courier shall not be liable for any damage to or deterioration or perishing of goods of a perishable or fragile nature except where such damage deterioration or perishing occurs by reason of any default or neglect on the part of the Courier its employees or agents or sub- contractors and subject always to reasonable wear and tear incurred during transit or storage.

8 Consignment values and liability

8.1 The customer shall notify the Carrier at the time of Booking of the value of the Consignment in

accordance with the notification requirements set out in the tables below.

The Carrier's total aggregate liability to a customer in respect of a Consignment shall be as set out in the tables below. The Carrier shall provide a higher limit on its liability for Consignments which relate to Consignments of value where the customer notifies the Carrier of those values and the customer pays the additional fees as set out in the tables. The parties acknowledge and agree that the Carrier's maximum liability in respect of each Consignment will also depend on whether the customer has an Account with the Carrier.

Table 1: All Bookings - Same Day Deliveries within Great Britain

The Value of Consignment shall determine whether the Customer is to declare this value to the Carrier.

Value of Consignment	Customer to declare value to Carrier	Additional Fee Payable by Customer	Maximum Total Liability of Carrier in respect of consignment	Additional Terms & Conditions of Carriage
£500 or less	No	No	£500	No
More than £500 but no more than £1000	Yes	No	£1000	No
Over £1000 but no more than £10000	Yes	No	£10000	No
Over £10000	Yes	Yes	Subject to endorsement	Subject to underwriting and risk assessment

Customer to declare value to Carrier

Additional Fee Payable by Customer

Maximum Total Liability of Carrier in respect of Consignment

FAILURE BY THE CUSTOMER TO DECLARE VALUES FOR UNDERWRITING AND RISK ASSESSMENT WILL RELEASE THE CARRIER FROM ANY AND ALL LIABILITIES ARISING WITH RESPECT TO LOSS OR DAMAGE TO THE CONSIGNMENT.

9. PRICES

- . 9.1 Deliveries undertaken by the Courier on behalf of the customer shall be undertaken in accordance with the appropriate rate set out in the price list of the Courier, which may vary from time to time without notice to the customer.

- . 9.2 The price quoted for the services of the Courier are inclusive of airport tax, where applicable but exclude value added tax, duties deposits or additional outlays incurred in respect of carriage of the customer's documents or goods. Should the consignee be liable for any customs duty the customer shall be liable for such duty in event of any default in payment by the consignee. Where an estimated mileage is less than actually travelled then the firm shall be entitled to charge an alternative price up to such extra mileage.

- . 9.3 In addition to any prices chargeable the firm shall be entitled to charge any "waiting time" charge in addition to its fixed charges in respect of any delay occasioned due to defective packaging, addressing, of any goods or the obtaining of any signature to dispatches or any receipt or any waiting time.

- . 9.4 Where the price estimate is based upon motorcycle carriage and the firm subsequently determined that the goods are such as to require carriage by motor van or lorry then the price shall be entitled to change at the scale applicable to such vehicle as set out in its current price list.

- . 9.5 The Customer agrees to pay reasonable chargers incurred by the courier in respect of waiting time in excess of fifteen minutes for Loading/Unloading at point of collection or delivery at the rate twenty five pounds per hour (proportionate)

10. Charges

10.1 For Non Account Customers:

a) Payment shall be made in full to the Courier at the time the Customer's instructions are accepted by the courier.

10.2 For Account Customers:

- a) The Customer shall in respect of delivery of any Goods pay the Courier's charges in accordance with the Courier's current tariff of charges within thirty days from the date of the Courier's current tariff within thirty days from the date of the Courier's invoice thereof. The Courier reserves its right to increase its charges at any time. The tariff of charges is available for inspection by the Customer (and a copy will be provided on initial booking) and the tariff shall be deemed to have been inspected by the Customer whether or not actually inspected.
- b) The Customer agrees to indemnify the Courier for all costs and expenses including legal fees and expenses on Solicitor and own Customer basis in respect of the recovery of any outstanding amounts due under this Contract.

10.3 When making a Booking for Credit and Debit Card Services, the Customer must elect to pay The Courier for the Services either by way of a credit card or a debit card payment, details of which shall be processed by the Courier.

10.4 In consideration for the performance of Credit and Debit Card Services, the Customer agrees to pay the Charges by way of a credit or debit card payment in accordance with clause 9.3 Such Charges in relation to the Credit and Debit Card Services shall have added a card handling fee (as detailed by the Courier when making payment) and VAT

10.5 We reserve the right to charge the Customer for any additional costs which may be incurred by us as a result of any variation or deviation from the Quoted Journey.

10.6 All car parking fees will additionally be chargeable to the Customer for collections from airports, seaports, international and domestic train terminals.

10.7 In the event that the Customer requires us during the course of the Quoted Journey to make any alternative pickup(s) or collection(s) during the course of the Quoted Journey or to make a return journey other than as specified in the Quoted Journey or to take any variation from the Quoted Journey, additional charges may be applied by us.

11 Cancellations

11.1 Upon the customer receiving either by telephone, fax or email a valid booking reference, we reserve the right to charge a cancellation fee as set out in our tariff at the time of booking.

11.2 Cancellation fees exclude banking charges, costs and expenses incurred by The Courier in the administration and confirmation of a booking and The Courier reserves the right to reclaim all banking and administration charges imposed in the validation of any banking or credit/debit card transaction.

11.3 No quotation or estimate of charges given by the Courier shall bind the Courier 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 Customer and delivery must take place prior to that date.

11.4 Where the customer cancels a Booking after the Carrier has departed to collect the Consignment, the Carrier may charge (and the customer shall pay) a reasonable fee for time and effort incurred by the Carrier in connection with that Booking, up to the full value

of the charges specified in customers booking confirmation email. The Carrier further reserves the right to hold the customer liable for missed work opportunities caused by the cancellation of a Booking following the Carrier's departure.

12 Law and Jurisdiction

12.1 These Terms and Conditions shall be subject to the laws of England and the parties hereby submit to the nonexclusive jurisdiction of the Courts of England & Wales.