

# Terms and Conditions for Courier Systems, eCourier and NFT

The parties referred to in these Terms and Conditions of Trade are defined in Section 1 of the Standard Conditions of Carriage below.

Every transaction between the Carrier and the Client will be governed by their Terms and Conditions of Trade unless otherwise agreed in writing by the Carrier before the commencement of any such transactions.

Services performed by the Carrier for the Client will be charged for on the basis and at the prices quoted on the Carrier's Website current at the time such services are performed unless special contract rates have been agreed between the parties. The services performed by the Carrier at the rates agreed will be subject to a surcharge when requested or carried out outside normal working hours. Normal working hours will be taken as 08:00 am to 18:00 pm, Monday to Friday unless a special agreement has been entered into between the parties in writing. Weekends and weekdays out of hours will be charged at tariff plus 50%. Bank Holidays will be charged at tariff plus 100%. The rates will also be subject to a "fuel surcharge" based upon the oil price fluctuations. The fuel surcharge will be displayed on the carrier's website, distinguishing between International, Overnight and Sameday services. Any variation will be notified via a notice on the website giving a minimum of 14 days' notice. The tariff rates will be adjusted by the RPI (retail price index) on the 1st of January each calendar year. This variation will also be communicated via the website with the carrier providing a minimum of 30 days' notice.

The client will be liable for all additional charges, reasonably incurred by the Carrier, in the performance of the deliveries on the client's behalf. Additional charges may be incurred where a client request a collection from a remote address as opposed to the clients account address. Additional charges may also be incurred as a result of Bridge & tunnel charges, congestion charges, parking charges and similar when incurred in the course of the collection or delivery.

At the time the Client orders any such services the Carrier will record the necessary details of collection and delivery. The date and time of the order will be displayed on the subsequent invoice with any order or special reference stated by the Client. Exact details of addresses will be available on request at a later date up to three months after the completion of delivery. Signature or equivalent proof of delivery will be obtained from the consignee unless alternative arrangements are made with the Client at the time of booking or because of prevailing circumstances at the point of delivery. As all orders are communicated by the Client to the Carrier by telephone or web access, the quotation of the Client's account number and/or the use of his logon and password and references will be accepted by the Client as proof that the order was made by him.

An invoice for services rendered will be issued at least once a month (or at more frequent intervals on request).

Statements of Account will be issued by the Carrier monthly on request. Any query as to the correctness of stated charges, payments, or the calculation thereof must be made within fourteen (14) days of the receipt of invoice which will be sent electronically to the e-mail address requested by the client. All invoices shall be settled within 30 days from invoice date. The carrier reserves the right to apply a monthly interest surcharge to all overdue account calculated at 8% over the Bank of England base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 Regulations 2002 until the debt is settled in full.

The above Terms and Conditions of Trade refer only to the conduct of Credit Accounts and the documentation arising from transactions on such Accounts. They shall not be construed to alter in any way the effects of the Standard Conditions of Carriage that appear below.

## STANDARD CONDITIONS OF CARRIAGE

eCourier, Courier Systems and National Film Transport (NFT) are all trading names of Reviscatch Ltd. Where eCourier, Courier Systems or National Film Transport (NFT) is mentioned in documentation or verbally this is the same as Reviscatch Ltd. Reviscatch Ltd (hereinafter are referred to as "the Carrier") accepts goods for carriage subject to the conditions (hereinafter referred to as "the Conditions") set out below. No agent or employee of the Carrier is permitted to alter or vary these conditions in any way unless he is expressly authorised to do so. Once a contract is in operation any deviation or special arrangements requested by the client shall be expressly documented and agreed in writing between the client and a Director of the carrier's company within 21 days of the delivery having been agreed. No verbal agreement or hearsay will be considered as binding or part of the contract.

### 1. Definitions

In these Conditions the following expressions shall have the meanings hereby respectively assigned to them, that is to say "Client" shall mean the Customer who contracts the services of the Carrier.

"Consignment" shall mean goods in bulk or contained in one parcel or package, as the case may be, or any number of separate parcels or packages sent at one time in one load by or for the Client from one address to one address.

"Dangerous Goods" shall mean (i) goods, which are specified in special classification of dangerous goods issued by British Railways Board and the International Air Transport Association, or which, although not specified therein, are not acceptable to British Railways Board or the International Air Transport Association for conveyance on the grounds of their dangerous or hazardous nature, or (ii) goods which although not indicated in (i) above are of a kindred nature.

"Contract" shall mean the contract of carriage between the Client and the Carrier.

"Subcontracting parties" include all persons (other than the Carrier and the Client) referred to in Clause 3(3).

"Carrier" save in the expression of Carrier/Contractor includes subcontracting parties in Clauses 4(2), 5(2) and (3) and 11 (proviso).

"Carrier/Contractor" means the Carrier and any other carrier within Clause 3(2).

"The Shipper" means the person who contracts either as principal or as agent for the services of The Courier Systems Group of companies both on his behalf and on behalf of any other person having interest in the Consignment.

(c) "The excepted risks" mean:-

- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or riot, sack or pillage in connection therewith, and/or
- Ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and/or
- Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear component thereof, and/or
- Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds, and/or
- The absence, failure or inadequacy of packing and packaging

### 2. Carrier is not a Common Carrier

The Carrier is not a common carrier and will accept goods for carriage only on these conditions,

### 3. Parties and Subcontract

(1) Where the Client is not the owner of some or all of the goods in any consignment, he shall be deemed for all purposes to be the agent of the owner or owners.

(2) The Carrier enters into the Contract for and on behalf of himself and servants, agents and subcontractors and his subcontractors' servants, agents and subcontractors, all of whom shall be entitled to the benefit of the Contract and shall be under no liability whatsoever to the Client or anyone claiming through him in respect of the goods in addition to or separate from that of the Carrier under the Contract.

(3) The Client shall save harmless and keep the Carrier indemnified against all claims and demand whatsoever by whomsoever made in excess of the liability of the Carrier under these Conditions in respect of any loss, damage or injury, except if caused by the negligence of the Carrier, his servants, agents or subcontractors.

### 4. Dangerous Goods

(1) If the Carrier agrees to accept dangerous goods for carriage such goods must be accompanied by a full declaration of their nature and contents and

be properly and safely packed in accordance with any statutory regulations for the time being in force for transport by road or air.

(2) The Client shall indemnify the Carrier against all loss, damage or injury, however caused arising out of any dangerous goods whether declared as such or not.

### 4b. Acceptable condition of goods

All goods must be suitably and safely packaged. The carrier accepts no liability for any damage howsoever caused in the event of this condition not being complied with.

### 5. Loading or Unloading

(1) When collection or delivery takes place at the Client's premises, the Carrier/Contractor shall not be under any obligations to provide any plant, power or labour which, in addition to the Carrier/Contractor's driver or dispatch rider, is required for loading or unloading at such premises.

(2) Any assistance given by the Carrier beyond the usual place of collection or delivery shall be at the sole risk of the Client who will save harmless and keep the Carrier indemnified against any claim or demand, which could not have been made if such assistance had not been given.

(3) Goods requiring special appliances for unloading from the vehicle are accepted only on condition that the sender had duly ascertained from the consignee that such appliances are available at the destination, Where the Carrier/Contractor is without prior arrangement in writing with the Client, called upon to load or unload such goods, the Carrier shall be under no liability whatsoever to the Client for any damage however caused, whether or not by the negligence of the Carrier and the Client shall save harmless and keep the Carrier indemnified against any claim or demand which could not have been made if such assistance had not been given.

(4) The Carrier will allow up to 15 minutes for waiting when picking up or delivering a consignment. Thereafter, the Carrier will charge the Client for the total waiting time (including the first 15 minutes) at the operative rate. If the Carrier has to leave the collection premises and re-attend because the items for collection are not available or cannot be collected because of their size or contents then the charge for the booking is payable in full. Subsequent visits are chargeable in addition to the initial visit.

### 6. Consignment Notes

The Carrier/Contractor shall, if so required, sign a document prepared by the sender acknowledging the receipt of the consignment, but no such document shall be evidence of the condition of the correctness of the declared nature, quantity or weight of the consignment at the time it is received by the Carrier/Contractor.

### 7. Transit

(1) The maximum value of any one domestic consignment shall not exceed £250.00. Should the client wish to send a consignment of value in excess of this £250.00 he may do so but the liability of the carrier shall remain £250.00. Should the client wish to arrange increased insurance cover for a consignment of value in excess of £250.00, he must provide written details to the carrier of the value of the consignment and the cover he requires. The liability value for International consignments is £250. The Carrier will levy a charge for supplementary insurance.

(2) Transit shall commence when the consignment is handed to the Carrier/Contractor whether at the point of collection or at the Carrier/Contractor's premises.

(3) Transit shall (unless otherwise previously determined) end when the consignment is tendered at the specified place of delivery or returned to the consignee's address within the customary cartage hours of the district.

Provided (i) that no safe and adequate access or no adequate loading facilities there exist, then transit shall be deemed to end at the expiry of one clear hour after notice by telephone of the arrival of the consignment at the Carrier/Contractor's premises has been communicated to the consignee (or if the consignee is unavailable, the consignor); and (ii) that when for any other reason whatsoever a consignment is held by the Carrier/Contractor "to await order" or "to be kept till called for" or upon any like instructions and such instructions are not given or the consignment is not called for and removed within a reasonable time, then the transit shall be deemed to end.

### 8. Proof of Delivery and Undeliverable consignments

Where the Carrier/Contractor is unable for whatsoever reason to deliver a consignment to the consignee he will take all reasonable steps to advise the client and obtain revised delivery instructions. The carrier will always seek to obtain a signature or other proof of delivery. In the absence of specific instructions to the contrary by the Client the Carrier will not leave consignments where they cannot obtain proof of delivery. Consignments may be returned to the Carriers premises if the Client cannot be contacted to obtain the necessary permission. Increased delivery charges may be incurred in this way and the consignment will be delayed.

### 9. Contract Couriers

Where the client chooses to enter into a separate agreement for the provision of courier services with a messenger who has been introduced by Courier Systems then the client will be liable for an introduction fee of one month's sub-contracted employment of the aforementioned messenger through Courier Systems.

### 10. Carrier's Charges

(1) The Carrier's charges for carriage shall be payable by the Client without prejudice to the Carrier's rights against the consignee or any other person. Provided that when goods are consigned "carriage forward" the Client shall not be liable to pay such charges unless the consignee fails to pay after a reasonable demand has been made by the Carrier/Contractor for payment thereof.

(2) Except where the quotation states otherwise all quotation given based on a weight charge shall apply to the gross weight of the goods.

(3) A claim or counterclaim shall not be made by reason for differing or withholding payment of monies payable, or liabilities incurred, to the Carrier.

(4) Unless otherwise indicated, all charges are quoted exclusive of any Value Added Tax, import and any other duties, or taxes which may be payable.

(5) For charging purposes, the Carrier will charge the greater of the actual weight or the volumetric weight where applicable. Volumetric weight is calculated by multiplying the length x height x breadth and dividing the resulting figure by 5000cc for Courier and Airfreight, or 3000cc for Sea Freight and Road Freight.

### 11. The Limit for Claims

(1) (i) For loss from a package or from an unpacked consignment: or (ii) for damage, deviation, mis-delivery, delay of detention, unless the client is advised thereof in writing (otherwise than on a consignment note or delivery document) within fourteen days and the claim be made in writing within 21 days of the commencement of the transit. 21 days of the problem having occurred giving full description of the incident including cost, the carrier, will not accept liability. Please refer to clause 13 "Limitation of Liability"

### 12. Liability for Loss and Damage

Subject to these Conditions the Carrier shall be liable for any loss, or mis-delivery of or damage to goods occasioned during transit unless the Carrier shall prove that such loss, mis-delivery or damage has arisen from (i) Act of God; (ii) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military or usurped power of confiscation, requisition, destruction of, or damage to property by or under the order of any government or public or local authority;

(iii) seizure under legal process; (iv) act or omission of the Client or owner of the goods or of the servants or agents of either; (v) inherent liability to wastage in bulk or weight, latent defect or inherent defect vice or natural deterioration of the goods; (vi) insufficient or improper packaging; (vii) insufficient or improper labelling or addressing; (viii) riots, civil commotion, lockouts, general or partial stoppage or restraint of labour from whatever cause; (ix) consignee not taking or accepting delivery within a reasonable time.

The Carrier shall not incur liability of any kind in respect of a consignment where there has been fraud on the part of the Client or the owner of the goods or the servants or agent of either in respect of that consignment.

### 13. Limitation of Liability

Subject to these Conditions the liability of the Carrier in respect of any one consignment shall in any case be limited.

(1) Where the loss or damage however sustained is in respect of the whole of the consignment to a sum of £250.00. (Special insurance can be arranged immediately on request).

(2) Motorcycles have secure panniers and artwork bags for the safe transit of goods. Where the client requests a bike to carry a consignment too large to be carried in the aforementioned containers the client does so at his own risk. (Sizes of carrying capacity are available on request.)

(3) Where loss or damage however sustained is in respect of part of a consignment to the proportion of the sum ascertained in accordance with (1) of this condition which the actual value of the whole of the consignment.

(4) The Carrier shall not in any case be liable for indirect or consequential damages or for loss of a particular market whether held daily or at intervals;

(i) The Carrier shall be entitled to require proof of the value of the whole consignment; (ii) Any liability incurred hereunder shall be subject to Clause 7(1) hereof.

### 14. Items excluded from liability

The carrier does not accept any liability for the following items when in transit unless special arrangements have been agreed in writing in advance between the carrier and the client: cash, currency, stamps, glass, jewellery, precious metals, and works of art including antiques.

### 15. General Lien

The Carrier shall have a general lien against the owner of any goods for any monies whatsoever due from such owner to the Carrier. If any lien is not satisfied within a reasonable time the Carrier may at his absolute discretion sell the goods as agent for the owner and apply the proceeds towards the monies due and the expenses of the sale, and shall upon accounting to the Client for the balance remaining, if any, be discharged from all liability whatsoever in respect of the goods.

16. If you claim or counterclaim against us it will not be the reason for deferring (putting off), or withholding payment or for refusing to repay any monies due under our credit terms.

Additional Terms and Conditions for International Consignments

### Collections / Imports

The carrier will arrange collections for you subject to those surcharges and terms and conditions applicable to import consignments. Collections are subject to a consignment charge above the standard tariff

### Transit times

Transit times are based on journey times to major cities and are exclusive of weekends and public holidays. (Specialist express services, outside normal working days, are available upon request). The collection day is not included in the journey time calculation.

### Non Docs

Certain countries require customs declarations for non doc consignments. Where this is required there will be a non document surcharge. Out of Gauge, Volumetric consignments, Pallet handling & Out of Area A surcharge is applicable where the consignment length exceeds 120 cms and is less than 240 cms (maximum consignment length is 240 cms) Volume will be charged at 5000:1 Items over 70 kilos in weight must be on a pallet. If they are not they cannot be handled and will not be sent. A surcharge applies to palletized consignments. (The carrier can palletize items. Prices available upon request) Items not palletized cannot exceed 30 kilos in weight. Certain remote areas are subject to an "out of area" surcharge. This only applies to countries outside the EEC and is charged at £20.00 minimum based on a 50p per kilo rate.

### Pricing

All prices are shown in £ (pounds) sterling  
All prices are exclusive of VAT where applicable  
All prices are exclusive of "fuel and security" surcharge, the prevailing rate of which is published on the eCourier website:  
[www.ecourier.co.uk](http://www.ecourier.co.uk)

### Documentation

The carrier cannot accept PO boxes as addresses. Addresses must be complete including zip code (where countries have them) The consignee name must be shown clearly (and ideally printed) The consignee telephone number must be shown on all shipments 3 copies of commercial invoices are required for all non doc consignments outside the EU. These must be on original headed paper and signed invoices are treated as commercial invoices and must have the importers name and address if different from the consignee. Documents must be attached to the consignments, clearly identifiable and easily accessible. Each individual item of a multi-piece consignment must be individually labelled Please note: Consignments with vague or inaccurate descriptions are likely to be delayed by security or customs. Descriptions like: "samples" fall into this category. Incorrect or insufficient documentation will delay consignments

### Insurance

Basic Insurance cover is limited to £250.00 per consignment under the carriers trading terms and conditions. Additional Insurance may be available upon request (depending on destination and consignment)

### Prohibited goods:

The following goods are prohibited unless special arrangements have been agreed in writing between the carrier and the client. Antiques, blank travellers cheques, bonds, bullion, cash/currency, cut flowers, dangerous goods, firearms/weapons, foodstuffs, glass, human remains, ivory, jewellery, liquids, livestock, negotiable stocks, perishables, plants, pornography, precious stones, seeds, shipside spares, works of art.

**Non deliveries** Where all documentation is correct and contact phone numbers have been provided delivery will be attempted 3 times. If delivery cannot be effected consignments will then be returned to the UK and will be charged at the prevailing import tariff in addition to the outbound export tariff.