



PRESTIGE COURIER SERVICES LTD

Terms and Conditions

1 Where the context so permits the following expressions shall have the following meanings:

- (a) "The Company" means Prestige Courier Services Ltd, whose registered office is at 80 Coombe Road, New Malden, Surrey, KT3 4QS.
- (b) "The Customer" means the person requesting the Company to transport the Consignment or to convey the Customer, person or persons:
- (c) "Consignment" means any article or articles of any sort which may be, or be intended to be, received by the Company from any one consignor at any one address for carriage and delivery at any one time to any one consignee at any one other address:
- (d) "The relevant collection point" means the address to which any Consignment is to be received by the Company, or where the Customer or a person or persons are to be met;
- (e) "The relevant delivery point" means the address to which any Consignment is to be delivered by the Company, or to where the Customer or a person or persons are to be taken:
- (f) "The excepted risks" mean:
 - (i) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or loot, sack or pillage in connection therewith, and/or
 - (ii) Ionizing radiations or contamination by radioactivity from any nuclear or any nuclear waste from the combustion of nuclear, and/or
 - (iii) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, and/or
 - (iv) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and/or
 - (v) The absence, failure or inadequacy of packing or packaging.
 - (vi) Wear and tear, insects, mildew, vermin, inherent vice, deterioration and/or insufficiency of insulation (unless caused by fire, lighting, explosion, storm, or other natural perils or collision or overturning of conveying vehicle) electrical and/or mechanical derangement unless caused by external means, inherent liability to wastage in bulk or weight, consequential loss, loss of market, or delay.
 - (vii) The conveyance of livestock, jewellery, furs, watches, precious metals and stone, treasury notes, bullion, cash, stamps, safety razor blades, non ferrous metal in scrap, bar, ingots, blank pellet and/or similar from, explosives, television sets, electronic organs. Unless permission is obtained from the Company and rates and terms agreed prior to the carriage of such good and/or merchandise.

WHEREAS

- (a) The value of the property intended to be carried and/or delivered and also the amount of any consequential loss which might arise from the damage or loss to or of the said property are matters which are better known to and/or more readily ascertainable by the Customer than the Company: indeed to some extent they cannot be known to the Company but are under the control of the Customer;
- (b) The potential extent of the damage (as defined in (f) below) that might be caused or be alleged to be caused to the Customer is disproportionate to the sum that can reasonably be charged by the Company;
- (c) The Company is not able to obtain insurance giving unlimited cover for its full potential liability to its Customers and in any case even insurance giving limited cover for such liability is more difficult and more expensive to obtain than insurance in respect of any loss or damage to his own property or of loss arising there

from which insurance the Customer should be able to, and should, obtain.

(d) The Company is concerned to keep down the costs of the services it provides to its Customers;

(e) In the circumstances the Company intends to limit its liability for the damage caused to the Customer (as defined in (f) below) to amounts which are not out of proportion to its charge, namely the amounts defined in 2 (ii) below:

(f) In these terms “damage caused to the Customer“ means any damage suffered by the Customer (including for the avoidance of doubt any loss or damage to any consignment and loss of any other kind (but excluding any and all consequential loss) caused directly by any breach of duty or other wrongful act or omission (which phrase, whenever it appears in these terms any deliberately wrongful act omission and any breach, howsoever fundamental, of any express implied term of the contract between the Company and the Customer incorporating these terms) on the part of the Company, its servants or agents.

(g) It is difficult to investigate claims received weeks after the loss or damage is alleged to have occurred.

2 (i) Provision as to liability of the Company its servants or agents

So far as concerns damage caused to the Customer the Company shall be liable to the Customer (and then only to the limited extent set out below) only if and in so far as such damage is caused by the negligence, breach of duty or other wrongful act or omission of the Company itself or its directors, agents or servants acting within the course of their employment.

(ii) Provisions as to limitation of the amounts of liability of the Company (Excluding Overnight and International deliveries where the amount of liability is strictly limited to the amount stated in condition 25)

If, whether pursuant to the provisions set out here in or otherwise, any liability to the Customer shall arise on the part of the Company, its servants or agents (whether under the express or implied terms of the contract incorporating these Terms, howsoever fundamental, or in negligence or in any other way, however fundamental may be breach of any duty) for and damage caused to the Customer, such liability shall in all cases whatsoever be limited to the payment by the Company on its own behalf and on behalf of its servants and agents by way of damage:

(a) In the event of loss or damage to the whole of a Consignment, of a sum not exceeding £5,000 for any one package or £10,000 for any loss carried by a company vehicle;

(b) In the event other than that of loss or damage to a Consignment, of the proportion of the sum ascertained in accordance with sub – clause (a) above which the actual value of that part of the consignment bears to the actual value of the whole of the consignment:

(c) in any event other than that of loss of or damage to the Consignment or part thereof, of a sum not exceeding £50 in respect of any one consignment:

Provided that:

(i) Nothing in sub-clauses (a) and (b) above shall limit the Company’s liability for damage caused to the Customer below the sum £50 in respect of any consignment;

(ii) The Company shall be entitled to require proof of the value and weight of the whole of the consignment and part or parts thereof.

(iii) Provisions as to notification of claims

The Company its servants and agents shall not be liable to the Customer in any circumstances or to any extent whatever in respect of damage or loss caused to the Customer unless written notice is received by the Company at its registered office (stated hereof) within 14 days of the alleged loss or alleged damages occurring.

(iv) Special provision as to the excepted risks as to strikes etc.

(a) The Company and its servants or agents shall not in any circumstances whatever be liable for any damage caused to the Customer arising directly or indirectly from or in consequence of any of the excepted risks, or for any expenses whatsoever resulting or arising there from

(b) If the Company shall at any time be prevented from or delayed in starting, carrying out or completing any service by reason of strikes, lockouts, labour disputes, weather conditions, traffic congestion, mechanical breakdown or obstruction of any public or private road or highway or any cause whatever beyond the Company’s control, the Customer shall have no claim for damages or otherwise against the Company its servants or agents for any consequential loss as a result use its PROVIDED that in the case of mechanical breakdown of one of the Company’s vehicles, the COMPANY shall use its reasonable endeavours to provide a replacement vehicle within the minimum practicable delay.

(v) The Company its servants or agents shall not in any circumstances whatever be liable for any late delivery or miss-delivery or non – delivery whether or not caused or contributed to or by any deficient or ambiguous labelling of the consignment, nor shall the Company its servants or agents in any circumstances whatever be responsible for any late arrival of the Customer at his destination or any person or persons requested by the Customer to be conveyed to any destination. Nor shall the Company its servants or agents be liable in any circumstances whatever for any consequential loss or damages suffered by the Customer however arising. Under no circumstances is “time of the essence” in any contract between the Company and the Customer.

3 Loading and unloading

(a) When collection or delivery takes place at the Customer's premises the Company shall not be under any obligation to provide any plant, power or labour which, apart from the Company's servants, may be required for loading or unloading at such premises

(b) Any assistance in loading or unloading given by the Company other than at the recognised place of collection or delivery shall be at sole risk of the Customer, who will save harmless and keep the Company indemnified against any claim or demand (whether or not arising out of the negligence of the Company its servants or agents) which could have been made if such assistance had not been given.

(c) Any consignment (or part thereof) requiring special appliances for loading onto and/or unloading from the vehicle is accepted for carriage only on conditions that such appliances are available at the relevant collection and/or delivery points. Where such special appliances are not available as aforesaid and if the Company agrees to load or unload such consignment (or part thereof) the Company shall be under no liability whatever 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 its servants or agents, and the Customer shall save harmless and keep the Company indemnified against any claim or demand out of such loading and unloading.

4 Deliveries

The Company will make one attempt to deliver a consignment during normal working hour, i.e. between 8.00am and 5.00pm on a working day if the consignment cannot be delivered and a receipt obtained the Company will have option to make a further attempt to deliver or return the Consignment to the consignor at the Customer's expense.

5 No objection will be taken to the use by the Company at its own expense of the carrier services of a railway or other carrier and the Company shall in such case be entitled to the protection of all the terms hereof which exclude or limit the liability of the Company.

6 Provision defining extent of liability

The Company and the Customer further agree for the benefits of the Company and the Company's servants and agents (both as a term hereof and as a separate and independent agreement made in consideration of the entry by the Company into the contract incorporating these terms, which separate and independent agreement shall persist after any termination of this Agreement howsoever caused) that the exclusions and limitations of liability provided herein including the indemnity provided in clause 8 hereof shall survive for and protect the Company its servants and agents in all circumstances whatever, whether the contract incorporating these Terms, or any term expressed or implied in it, howsoever fundamental, be broken or repudiated, whether or not such breach or repudiation results in termination, and howsoever great may be the damage caused to the Customer.

7 Provision for indemnity by the Customer

The Customer shall for all purposes be treated by the Company and its servants or agents as sole beneficial owner of any and every Consignment and it is agreed that if any other person shall in respect of any Consignment, or part thereof, make any claim against the Company its servants or agents arising out of the contract incorporating these Terms whether arising out of any negligence, breach of duty or other wrongful act or omission by the Customer its

servants or agents or otherwise, in respect of any loss or damage (including loss of any kind whether direct or consequential) outside or beyond the liability of the Company to the as limited herein, then the Customer shall indemnify the Company its servants or agents against any such claim (and incurred thereof) in respect whereof the Company is by these terms declared to be under no liability to the Customer, or in so far as any such claim shall cause the total liability of the Company to the Customer and all such claimants to exceed the limited sums set out in clause 2 hereof PROVIDED NEVERTHELESS that if any servant or agents of the Company shall have been guilty of any deliberately wrongful act or omission (relevant to such loss or damage in respect of which any such claim is made) such servant or agents shall not be, as between himself and a Customer, entitled to the benefits of this indemnity.

8 Provision extending protection to servants or agents of the Company

The Company contracts as agent and/or trustee on behalf of its servants and agents that in consideration of the said servants and agents carrying out for the benefit of the Customer the obligations under their contract of employment with or otherwise to the Company, such servants or agents shall be entitled to the protection of all

the terms and conditions hereof in my claim by the Customer against such servants or agents (except in so far as relates to deliberately wrongful acts or omissions for which, as between the Customer and the servants or agents, the servants or agents shall be fully liable at law)

9 (a) All charges started by the Company are exclusive of value Added Tax.

(b) If the fulfilment of a contract incorporating these Terms would require the Company to perform service; on a bank or other public holiday the Company shall be entitled to make reasonable extra charge to reflect any additional costs thereby incurred by the Company

(c) If, on account of the incidence of bank or other public, holidays or exceptional circumstances, the Company shall, at the request of the Customer, carry out service on any day other than that specified in the contract incorporating these Terms the Company shall also be entitled to make a reasonable extra charge to reflect any additional costs thereby incurred by the Company.

(d) The Customer shall pay for service within 30 days of the issue of the invoice by the Company, failing which the Customer shall pay interest on the account outstanding at the rate 20 per cent per annum or 6 per cent per annum over National Westminster Bank Plc. base rate whichever is higher until the invoice is settled.

10 The Company shall not be required or caused to carry or convey anything if such carriage or conveyance would be unlawful including without prejudice to the generality of the foregoing the conveying of any letter contrary to the provisions of the post office Act 1953 (as may be amended from time to time) The Company will not, without its specific agreement, carry livestock, liquids, perishable goods, glass, gases, pyrotechnics, arms and ammunition or corrosive, toxic, flammable, explosive, oxidising or radio- active materials.

11 The Company must ensure that the Consignment will be accepted at the relevant delivery point and that an appropriate receipt thereof will be given to the Company's representative escorting such Consignment such receipt shall be conclusive evidence of delivery save where such receipt is obtained as a result of any fraud, collusion or dishonesty on the part of the Company's representative.

12 In the event of a strike of employees of the Customer or employees at the relevant delivery point, the Customer's servants or agents will not be asked to perform any additional duties of a strike – breaking nature.

13 Any Consignment picked up by the Company will be subject to a general lien for any monies or charges owed by the Customer to the Company and such Consignment may be sold by the Company in or towards satisfaction of every such lien if such lien is not satisfied within seven days of the Company informing the Customer in writing of the exercise of the lien and of the intention to sell the Consignment.

14 These terms together with the operational details of the service and the charges thereof

(a) Shall constitute the entire contract between the Company and the Customer for the carrying and delivery of the Consignment and for the conveying of a Customer person or persons and there shall not be incorporated or be deemed to be incorporate the provisions of any other document.

(b) Shall supersede the provisions of any previous contract warranty or representation made or given relating to the same service as are described in the contract incorporating these Terms.

15 No variation, extension or cancellation of these Terms shall be binding upon the Company unless and until it is confirmed in writing under the hand of a director, the Secretary or other officer of the Company duly authorised in writing and for the avoidance of doubt, it is declared that no person other than such Director, Secretary or officer has authority to negotiate or enter into any commitment on behalf of the Company effect of which would or might (but for the present clause involve the Company in any legal liability whatsoever.

16 Any contract incorporating these Terms may be determined by either party forthwith if the other party shall commit any breach of its obligation thereunder or (being an individual) shall commit an act of bankruptcy or (being a corporation) shall go into liquidation other than for the purposes of the reconstruction or amalgamation or shall suffer the appointment of a receiver of any of his or its property or income or make any deed or arrangement with or composition for the benefit of any of his or its creditors.

17 These Terms shall be construed in accordance with the laws of England shall have exclusive jurisdiction in relation to any matter arising out of a contract incorporating these Terms. Any claims payable hereunder shall be paid in the United Kingdom in Sterling.

Overnight and International deliveries

By the conditions set out below, Prestige Courier Services Ltd and its servants and agents are firstly not to be liable at all for certain losses and damage and secondly, wherever they are liable, the amount of liability is strictly limited to the amount stated in condition 25.

18 APPLICATIONS

The carrier is not a common carrier and accepts goods for carriage only upon that understanding and upon these conditions. These conditions shall prevail over and override any other terms or conditions sought to be incorporated by the customer. These conditions shall not be overridden or varied except by the express agreement in writing between the customer and a representative of the carrier having the express authority to do so.

19 DEFINITIONS

In these conditions the customer or the shipper means the customer who contracts for the services of the carrier, and is bound by these conditions. The consignment or the shipment means goods which are subject matter of the contract and each and every separate part of them and every container, pallet, crate, package or pre-loaded vehicle or trailer in which they contained. The consignee means the person, firm or the company or organisation to whom

the consignment is to be delivered. The contract means that contract of carriage between the customer and the carrier. Where the context so admits the singular case shall include the plural and vice versa.

20 THE WAYBILL

The Prestige Courier Services Ltd. way bill is NON NEGOTIABLE and the shipper acknowledges that it has been prepared by the shipper or by Prestige Couriers Service Ltd goods transported here under, or it is the authorised agents of the goods, and that it hereby accepts the terms and conditions of carriage for itself and as agent for and on behalf of any interests in the shipment.

21 SHIPPERS OBLIGATIONS AND ACKNOWLEDEMENT

The shipper warrants that each article in the shipment is properly described in the way bill and has not been declared by Prestige Courier Services Ltd to be unacceptable for transport and that the shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling. The shipper warrants that all applicable customs, import and export and other laws and regulations, of all countries to from, through or over, which the shipment may pass, have been complied with. Prestige Courier Services Ltd is authorized but not under any obligation, to complete on the shippers behalf any documents required to comply with such laws and regulations, and to act as the shippers forwarding agent for customs and export control purposes. The shipper certifies that all information provided to Prestige Courier Services Ltd. Orally or set forth in the Way bill and any other documents is accurate and complete. The shipper agrees to indemnify and hold Prestige Courier Services Ltd harmless for any claim

liability, loss, damage, action, fine, or expense arising from the shipper's failure to comply with any applicable law or regulation. The shipper shall be solely liable for all costs and expenses related to the shipment and for costs incurred in the returning the shipment to the shipper or warehousing the shipment pending disposition.

22 RIGHT OF INSPECTION OF SHIPMENT

Prestige Courier Services Ltd has the right, but not the obligation, to inspect any shipment including, but without limitation, opening the shipment. In relation to each shipment Prestige Courier Services Ltd reserves the right to correct and under declaration of weight and / or measurements and to re -invoice the customer accordingly.

23 LIENS OF GOODS SHIPPED

Prestige Courier Services Ltd shall have lien on any goods shipped for all shipment charges, customs duties, advances or other charges arising out of transportation here under and may refuse to surrender possession of the goods until such charges are paid.

24 CARRIERS CHARGES

The customer shall pay the carriers charge in accordance with the carrier's current standard published tariffs unless other charges have been previously agreed in writing between the carrier and the customer. In the event of late payment discounted charges shall revert to the rate detailed in the standard published tariff. The carrier charges are due within 7 days of the date of invoice unless otherwise agreed in writing. All charges not paid by the due date shall bear interest from the day to day at the annual rate of 3% over the base lending rate of The National Westminster Bank Plc or its successors. The carrier has the right to charge £30 to any customer falling to pay all the carriers charges by the due date, for administration purposes. A claim or counter claim shall not be made the reason for deferring or with loading payment of monies payable or liabilities incurred to the carrier. An Administration fee of £30 will be levied if a cheque or money orders is returned by a customer's bank unpaid. An administration fee of £100 will be levied to a customer if the accounts is passed to a debt collection agency for recovery of all outstanding charges.

25 LIABILITIES FOR LOSS, DAMAGE OR DELAY

Without prejudice to paragraph 26, the liability of Prestige Courier Services Ltd for any loss or damage to the shipment (which term shall include all documents or parcels consigned to Prestige Courier Services Ltd under the way will and shall not mean any one document or envelope in the shipment) is limited unless otherwise agreed in writing to the lesser of:

- (a) \$100 US or...
- (b) the amount of loss or damage to a document or parcel actually sustained, or...
- (c) the actual value of the document or parcel as determined under section 10 hereof, without regard to its commercial utility or special value to the shipper.

26 ACTUAL VALUES

The actual value of a document (which term shall include any item of no commercial value which is transported here under) shall be ascertained by reference to its cost of preparation or replacement, reconstruction value at the time and place of shipment, whichever is less. The actual value of a parcel (which term shall include any item of commercial value which is transported here under) shall be ascertained by reference to its cost of repair or replacement, resale, or fair market value at the time and place of shipment, whichever is less. In no event shall such value exceed the original cost of the paid by the shipper plus 10%.

27 LIABILITIES NOT ASSUMED

Prestige Courier Services Ltd will not, under any circumstances be liable for delay in pick up, transportation or delivery of any shipment, regardless of the cause of such delay. Further Prestige Courier Services Ltd shall not be liable for any loss, damage, miss-delivery or non-delivery:-

- (a) due to act of God, force majeure occurrence or any reason beyond the control of Prestige Courier Services Ltd or ...
- (b) caused by the act, default or omission of the shipper, the consignee or any other party who claims an interest in the ship (including violation of any term or condition hereon, or any person other than Prestige Courier Services Ltd, or of any customs or other government Officials, or any postal service, forwarder or other entity or person to whom a shipment is tendered by Prestige Courier Services Ltd for transportation to any location, whether the shipper requested or had knowledge of such third party delivery agreement or ...
- (c) due to the nature of the shipment or other defect, characteristic or inherent vice thereof or ...
- (d) due to electrical or magnetic injury, erasure, or other such damage to electronic or photographic images or recording in any form.

28 FRAUD

Prestige Courier Services Ltd shall not in any circumstances be liable in respect of a shipment where there has been fraud on the part of the customer, of the owner of the shipment or the employees or agents or either in respect of that shipment.

29 CLAIMS

Any claims must be brought by the shipper and delivered in writing to Prestige Courier Services Ltd within 21 days of the shipment date. No claim will be entertained until payment for loss or damage of a shipment has been received from the designated carrier. Any claim may not be deducted in whole or in part from any transportation charge owed to Prestige Courier Services Ltd. Claims for partial or total loss or damage must be brought by the shipper and delivered in writing to Prestige Courier Services Ltd within 21 days of the shipment date.

30 AGENTS AND CARRIERS

Prestige Courier Services Ltd reserve the right to select an agent/carrier of its own choosing for the transportation and delivery of a shipment (this will also include customs clearance). If a shipment is released to another carrier/agent, then that shipment will be governed by that respective carrier's conditions of carriage as well as Prestige Courier Services Ltd. Prestige Courier Services Ltd reserve the right to waive these conditions in favor of its carrier/agent.

31 ITEMS NOT ACCEPTABLE FOR TRANSPORTATION

Prestige Courier Services Ltd do not accept transportation of money (coins, negotiable instruments, equivalent to cash such as endorsed stocks and bonds). We exclude all liability for shipments for shipments of such items accepted by mistake. Other restricted conditions. We reserve the right to reject packages based upon these limitations or for reasons of safety or security. You may consult our client information Guide or specific detail.

32 ADDITIONAL CHARGES & COMPLAINTS

The Company has the right to charge the customer for additional services like providing reports and information and/ or hard copies of invoices. Any dispute in respect of the Charges shall be submitted, in writing, within 14 days of receipt by the Customer of the relevant invoice. Any complaints relating to the Services shall be addressed to the Company and made in writing within 14 days of the event giving rise to the complaint.

33 TRANSPORTING MINORS

Any child under the age of 16 would not be able to travel without an appropriate adult. If you book a journey and when we arrive it is apparent that the child is alone and under 16 we will not be able to complete the journey and would have to charge a cancellation for the booked journey.

34 NOTIFICATION

The Company reserves the right to amend these Terms at any time upon written notice to the Customer. Notice of non-material amendments to these Terms shall be posted on the Company's website.