

## Terms and Conditions of Carriage 2010 – Advance Movement Services Limited

### 1. Definitions

"**Carrier**" means Advance Movement Services Limited of Unit G, Scotswood Park, Forsyth Road, Sheerwater, Woking, Surrey GU21 5SU (registered company no. 04465355) which expression shall, unless the context requires otherwise, include any sub-contractor appointed by the Carrier pursuant to Clause 2 below.

"**Consignee**" means the person, company or representative of the company to whom the Carrier contracts to deliver the Consignment.

"**Consignment**" means goods 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 one address to one address. For the avoidance of doubt, the expression "goods" shall include papers and documents other than those expressly excluded in these Terms and Conditions.

"**Contract**" means the contract of carriage between the Customer and the Carrier, including these Terms and Conditions.

"**Customer**" means the person firm or company who contracts for the services of the Carrier, including any other carrier who gives a Consignment to the Carrier for carriage.

"**Dangerous Goods**" means dangerous substances as defined in the Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 (and any amendment or replacement thereof), explosives, radioactive substances and any other substance presenting a similar hazard or likely to cause or encourage disease, vermin, pests or other hazard.

"**Proof of Delivery**" means a signature, name or company stamp obtained from the Consignee acknowledging that the Consignment has been received.

"**Terms and Conditions**" means the conditions of carriage contained in this document which shall be applied between the Customer and Carrier as the same may be updated or varied from time to time.

### 2. Authority and Sub-Contracting

- 2.1 The Customer warrants that he is either the owner of the goods in any Consignment or is authorised by such owner to accept these Terms and Conditions on such owner's behalf.
- 2.2 The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purposes of fulfilling the contract in whole or in part. The name of every such other carrier shall be provided to the Customer upon request.
- 2.3 The Carrier contracts for itself and (subject to paragraph 2.4) as agent of and trustee for its employees, subcontractors and agents and all other carriers

referred to in paragraph 2.2 above and such other carriers' employees and agents.

- 2.4 Notwithstanding paragraph 2.3, the carriage of goods in any Consignment by road, rail, sea, inland waterway or air is arranged by the Carrier as agent of the Customer and shall be subject to the terms and conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment.

### **3. Dangerous Goods**

- 3.1 Dangerous Goods must be disclosed by the Customer in advance and if the Carrier agrees to accept them for Carriage they must be classified, packed and labelled in accordance with any statutory regulations for the carriage by road of the substance(s) declared and with any specific instructions of the carrier. Information in writing in the manner required by the relevant statutory provisions or by the relevant body authorised by statute to make regulations must be provided by the Customer in respect of each substance and must accompany the Consignment.

### **4. Delivery**

- 4.1 Unless the Carrier has agreed in writing to the contrary with the Customer:
- 4.1.1 The Carrier shall not be under any obligation to provide any plant, power or labour required for loading or unloading the Consignment, other than that carried by the vehicle used by the Carrier; and
- 4.1.2 The Customer warrants that any special equipment required for loading or unloading the Consignment that is not carried by the Carrier's vehicle will be provided, procured and operated by the Customer; and
- 4.1.3 The Carrier shall be under no liability whatsoever to the Customer and the Customer shall indemnify and hold harmless the Carrier for any damage, however caused, if the Carrier is instructed to load or unload any goods requiring special equipment if such equipment has not been provided or procured by the Customer; and
- 4.1.4 The Carrier shall not be under any obligation to deliver a Consignment if, in the opinion of the Carrier, it is considered to be insufficiently packaged. Certain goods, such as electrical and computer equipment, must be packaged in their original packaging for carriage; and
- 4.1.5 The Carrier shall use all reasonable efforts to deliver within the time specified for delivery, though these are just estimates and time is not of the essence; and
- 4.1.6 The Carrier shall deliver Consignments following the route that it, in its absolute discretion, sees fit; and
- 4.1.7 The Carrier will take all reasonable steps to obtain a Proof of Delivery at the time of the delivery, and that Proof of Delivery will be conclusive evidence that the Consignment was delivered complete and in good order, unless the Consignee marks otherwise at the time of delivery, The Carrier will not be liable for any loss or misdelivery where delivery has been made in good faith to a person claiming to be the consignee, or an employee, subcontractor or agent of the Consignee.

### **5. Consignment Notes**

- 5.1 The Carrier shall, if so required, sign a document prepared by the Customer acknowledging receipt of the Consignment but no such document shall be

evidence of the condition or of the correctness of the declared nature, quantity or weight of the Consignment at the time it is received by the Carrier.

- 5.2 The Carrier may require acknowledgement at the point of delivery of the Consignment and any such receipt given shall be conclusive evidence of proper delivery.

## **6. Transit**

- 6.1 Transit shall commence when the Carrier takes possession of the Consignment, whether at the point of collection or at the Carrier's premises.

- 6.2 Where the Carrier at the request of the Customer loads a consignment on one day for delivery on the next working day so that the Consignment is stored in a vehicle or on the Carrier's premises, transit shall commence and storage shall be deemed to end when the vehicle begins delivery.

- 6.3 The Carrier shall be entitled to recover its charges in full for any delivery which is unsuccessful due to incorrect or inadequate information provided by the Customer and in addition recover any expenses or losses it incurred in attempting to effect delivery.

- 6.4 Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address PROVIDED THAT:

- 6.4.1 If no safe and adequate access or, if applicable, no adequate unloading facilities there exist, then transit shall be deemed to end at the expiry of one hour after notice by telephone of the arrival of the Consignment at the Carrier's premises has been given to the Customer; or
- 6.4.2 When for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Carrier to "await order" or upon any like instructions and such instructions are not given or the Consignment is not called for and removed within a reasonable time determined by the Carrier, then transit shall be deemed to end.

## **7. Undelivered or Unclaimed Goods**

- 7.1 Where the Carrier is unable for any reason to deliver a Consignment to the Consignee or as the Customer may order the Consignment will be returned to the Carrier's offices and held waiting further instructions from the Customer. There will be an additional charge to the Customer for the journey to the Carrier's offices.

- 7.2 Where the Carrier is unable for any reason to deliver a Consignment to the Consignee or as he may order, or when by paragraph 6.4 above transit is deemed to be at an end, the Carrier may sell the goods comprising the Consignment. Payment or tender of the proceeds after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the Consignment shall (without prejudice to any claim or right which the Customer may have against the Carrier otherwise arising under these conditions) discharge the Carrier from all liability in respect of the Consignment. In addition the Carrier reserves the right to charge the Customer for storage of a Consignment whilst Customer instructions are sought, at the prevailing rates. Where a Customer is in arrears in settling its outstanding invoices the Carrier reserves the right to sell the goods comprising the Consignment in order to extinguish the Customer's

liabilities to the Carrier.

- 7.3 Notwithstanding the generality of paragraphs 7.1 and 7.2 above, the Carrier shall use his reasonable endeavours to obtain a reasonable price for the Consignment and the Carrier's power of sale shall not be exercised where the name and address of the Customer or of the Consignee is known unless the Carrier shall use its reasonable endeavours to give notice to the Customer and to the Consignee that the goods will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the goods are taken away or instructions are given for their disposal.

## **8. Carrier's Charges**

- 8.1 The Carrier's charges shall be made in accordance with its tariff current at the time of performance of the Contract. Customers who make payment by credit card will be charged for each Consignment at the completion of each Consignment or within 24 hours after the Consignment is completed, direct debit or invoiced accounts will be billed every 7 days or as otherwise agreed between you and the Carrier. Credit facilities may be withdrawn by the Carrier at its absolute discretion at any time and the balance outstanding shall become due immediately on demand.
- 8.2 The Carrier's charges shall be payable by the Customer without prejudice to the Carrier's rights against the Consignee or any other person. Without prejudice to the generality of the foregoing, when goods are consigned "carriage forward", the Customer shall not be required to pay such charges unless the Consignee fails to pay after demand has been made by the Carrier for the payment thereof and such demand has not been paid within the time stipulated by the Carrier to the Consignee.
- 8.3 Charges shall be payable (including any VAT) in full and without any deduction (apart from credit notes raised by the Carrier) twenty-eight (28) days after the date of any invoice and in sterling. Any claims of demands from Her Majesty's Revenue and Customs in respect of dutiable items must be paid on demand.
- 8.4 The Carrier shall be entitled to interest at 5% above the prevailing base rate of the Bank of England for the time being calculated on a daily basis on all amounts overdue to the Carrier, and the Customer shall indemnify the Carrier for any costs or expenses it may incur in recovering the sum due, including reasonable legal fees.
- 8.5 Except where any quotation states otherwise, all quotations given assume no extra charges such as tolls and waiting / loading time are applicable. If they are incurred these will be added to the Carrier's charges up to 24 hours after completion of the Consignment.
- 8.6 Except where any quotation states otherwise, all quotations given based on a weight charge shall apply to the gross weight of the Consignment.
- 8.7 Unless stated otherwise, all charges quoted are exclusive of Value Added Tax.
- 8.8 All sums due to the Carrier shall be paid without deduction, set-off or abatement and the Customer shall not withhold or defer any payment on account of any claim or counterclaim and acknowledges that any such claim or counterclaim whatsoever by the Customer against the Carrier must be subject

to separate proceedings.

- 8.9 Prices calculated and displayed on the “Get Instant Quote” portion of the website are not inclusive of any waiting time, road tolls, or other additional charges incurred during the execution of the Customer’s Consignment due to changes initiated by the Customer after dispatching or circumstances not anticipated. Charges added to a quote due to these service add-ons will be calculated and charged to the Customer’s credit card or account after the completion of the Consignment. Because the quote for a Consignment may be an amount less than actually charged, the Carrier retains the right to authorise with the Customer’s credit card company an amount up to 20% higher than the originally quoted amount during the initial credit card authorisation process.
- 8.10 The Carrier will allow 10 minutes for loading, unloading or waiting when picking up or delivering a Consignment. Thereafter the Carrier will charge the Customer for the total waiting/loading time (including the first 10 minutes) at the operative rate.
- 8.11 The Carrier may keep hold of the Customer’s Consignments until the Consignee has paid any amounts owed to the Carrier, even though these amounts may not relate to the items held. The Carrier may then sell the items held, but only after the Carrier has provided the Customer with 14 days notice in writing. Any proceeds (net of expenses) will be applied to the Customer’s account with the Carrier.
- 8.12 The Carrier’s agreed charge rates will be adjusted by the Retail Price Index on 1st January of each calendar year. The Carrier reserves the right to apply a surcharge upon invoices if specific costs outside the Carrier’s control arise. Under such circumstances the Carrier is obliged to give a minimum of 30 days notice in writing (e.g. oil price fluctuations).
- 8.13 Statements of Account will be issued by the Carrier monthly on request. Any query as to the correctness of stated charges, payments, balances outstanding, or the calculation thereof must be made within fourteen (14) days of the Statement of the Account otherwise the final balance shown as outstanding thereon shall be accepted as correct and payable by the Customer.

## **9. Liability for Loss and Damage**

- 9.1 The Customer shall be deemed to have elected to accept the terms set out in paragraphs 9.2 and 9.3 below unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable, in contract, tort or by statute, for any loss or misdelivery or non-delivery or late delivery or damage to or of the Consignment or loss of business, profits, goodwill, data or anticipated savings, however or whenever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier.
- 9.2 Save where the Customer has made specific arrangements for insurance with the Carrier prior to commencement of transit of the Consignment (as determined in accordance with Clause 13.1), the Carrier shall not be liable for any loss or misdelivery or non-delivery or late delivery or damage to bullion, money, securities, deeds, bills of exchange, promissory notes, stamps, photographs, documents of title to property, jewellery, precious stones, gold, silver, platinum and other precious metals, non-ferrous metals other than in component form, antiques, watches, furs, drugs, human remains, nuclear fuel

or nuclear waste, cassettes, videos, spirits, tobacco (other than raw leaf tobacco) and cigarettes, brittle/fragile/breakable articles or livestock.

- 9.3 The Carrier shall not be liable in respect of any loss or misdelivery of or non-delivery or late delivery or damage to any Consignment if the same has arisen from and the Carrier has used reasonable care to minimise the effects of:
- 9.3.1 Acts of God;
  - 9.3.2 Any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, military or usurped power of confiscation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;
  - 9.3.3 Seizure or forfeiture under legal process;
  - 9.3.4 Act, omission, misstatement or misrepresentation by the Customer or other owner of the Consignment or by servants or agents of either of them;
  - 9.3.5 Inherent liability to wastage in bulk or weight, defect or inherent defect, natural deterioration or fragility of the Consignment (notwithstanding that it may be marked "Fragile");
  - 9.3.6 Insufficient or improper packing;
  - 9.3.7 Insufficient labelling or addressing;
  - 9.3.8 Riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;
  - 9.3.9 The Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered;
  - 9.3.10 Failure or delay in delivery for any reason whatsoever beyond the control of the Carrier including the event of a national or local fuel shortage.
- 9.4 The Carrier shall not in any circumstances be liable for loss or damage to the Consignment after transit of such goods is deemed to have ended within Clause 7 above, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default, or other wrongdoing on the part of the Carrier.
- 9.5 The Carrier shall not in any circumstances carry as a passenger the Customer or the Customer's representative.
- 9.6 Nothing in this paragraph 9 (or paragraph 13 below) shall act to exclude or limit the liability of the Carrier: (a) for death or personal injury caused by the Carrier's negligence; or (b) for any matter which would be illegal for the Carrier to exclude or attempt to exclude from liability.

## **10. Cancellation**

In the event of cancellation of any Consignment order by the Customer within 60 minutes prior to collection of the Consignment from any other destination, the customer shall be liable to the Carrier for the Carrier's charges in full as if carriage of the Consignment had been completed.

## **11. Overnight & International Deliveries**

In the event of bookings for an overnight or international delivery being made after the cut off time, as defined by the Carrier, collection shall be deemed to have commenced on the following business day.

## **12. Fraud**

The Carrier shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner of the Consignment or any part thereof or the servants or agents of either of them in respect of that Consignment, unless the fraud has been knowingly contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

## **13. Limitation of Liability**

13.1 Subject to clause 13.2, the liability of the Carrier for loss of or damage to or late or non or misdelivery of any Consignment shall not exceed the following amounts. If the Customer wishes to arrange a higher level of liability in respect of any Consignment, then it should apply to the Carrier who may be able to arrange this at an additional charge to the Customer.

13.1.1 the lower of the declared value of a Consignment or the charges paid to the Carrier or if the value of the Consignment has not been declared, for the avoidance of doubt, the liability shall be limited to the Carrier's charges; in all cases the liability will be up to a maximum of £100 per same day delivery. International & overnight services are subject always to a maximum liability of £100. Where the misdelivery, non-delivery, late delivery, loss or damage howsoever sustained is in respect of a part only of the Consignment, the Carrier's liability shall be limited to the actual value of that part of the Consignment or where such can not be readily ascertained a sum representing the proportion which the part of the Consignment misdelivered, non-delivered, late delivered, lost or damaged represents of the total Consignment based on the open market value of the total Consignment.

13.2 The Carrier shall not in any circumstances be liable for any loss or damage to living creatures, bullion, cash and the like, bank notes, stamp, prepaid phone cards and similar, bonds, treasury notes, securities and explosives, fine arts, specie and negotiable instruments, indirect or consequential loss or damage or for loss of profit or for loss of a particular market whether held daily or at intervals.

13.3 The Carrier shall be entitled to receive written proof of the value of the Consignment damaged or lost and any other information or evidence deemed necessary by the Carrier and shall be afforded by the Customer a reasonable opportunity to inspect the Consignment when delivery has been effected to the Consignee.

13.4 The Carrier shall only be liable for loss or damage occurring within the geographical limits of Great Britain. For journeys outside these limits, liability shall be restricted to the amount of cover provided by the international agent or carrier chosen at the Carrier's absolute discretion.

13.5 Motorcycles have secure top boxes and artwork bags for the safe transit of goods. Where the Customer requests a motorcycle to carry a Consignment too large to be carried in the aforementioned containers the Customer does so at his own risk. Sizes of carrying capacity are available on request.

## **14. Time Limits for Claims**

14.1 The Carrier shall not be liable for loss of a parcel, package, or container or from an unpacked Consignment or for damage to a Consignment or any part of

a Consignment unless it is advised thereof in writing otherwise than upon a consignment note or delivery document within 3 days and the claim giving details of quantum and the circumstances of any loss is made in writing within 7 days after the termination of transit as determined above;

- 14.2 The Carrier shall not be liable for loss or misdelivery or non-delivery or late delivery of the whole of the Consignment or any separate parcel, package or container forming part of a Consignment unless the Carrier is advised of the loss, misdelivery, non-delivery or late delivery in writing, otherwise than upon a consignment note or a delivery document within 14 days and the claim giving details of quantum and the circumstances of any loss is made in writing within 21 days after the commencement of transit as determined above.

## **15. Indemnity to the Carrier**

- 15.1 The Customer shall indemnify the Carrier, its employees and sub-contractors against:
- 15.1.1 All consequences suffered by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) of any error, omission, misstatement or misrepresentation by the Customer or other owner of the Consignment or by any employee or agent of either of them, insufficient or improper packaging, labelling or addressing of the Consignment or fraud;
- 15.1.2 All claims and demands whatsoever by whomsoever made in excess of the liability of the Carrier under these Terms and Conditions;
- 15.1.3 All losses suffered by and claims made against the Carrier resulting from loss of or damage to property caused by or arising out of the carriage by the Carrier of Dangerous Goods whether or not declared by the Customer as such;
- 15.1.4 All claims made upon the Carrier by H M Revenue & Customs in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended.

## **16. Lien**

- 16.1 The Carrier shall have a general lien against the Customer, where the Customer is the owner of the Consignment, for any monies due from the Customer to the Carrier. If such a lien is not satisfied within a reasonable time, the Carrier may at its absolute discretion sell the Consignment or part thereof, as agent for the Customer and apply the proceeds towards monies due and the expenses of the retention, insurance and sale of the Consignment and shall, while accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment. Where the Customer is not the owner of the Consignment, the Carrier shall have a particular lien against the said owner, allowing the Carrier to retain possession, but not dispose of, the goods against monies due from the Customer in respect of the Consignment.

## **17. Storage**

- 17.1 All pallets are to be no larger 800mm wide x 1200mm long x 1400mm high and must be delivered fully and clearly labelled.
- 17.2 The Carrier reserves the right to store the Customer's goods in other suitable

premises.

- 17.3 Access is permitted to the Customer's goods in storage between 9am and 5pm Monday to Friday unless otherwise agreed.
- 17.4 The Carrier's charges for storage on a 'per pallet per week' basis shall be made in accordance with clause 8 of these Terms and Conditions. In addition, the Carrier reserves the right to charge for handling charges per pallet and works facilitating the removal of goods on the Customer's termination of the use of the Carrier's storage facility.
- 17.5 One month's written notice must be given by the Customer in order to terminate the retainer and all sums due must be paid prior to the removal of the entirety of the goods stored.
- 17.6 On the date of vacation, providing all sums due are paid, pallets will be transported to the outside of the Carrier's premises ready for collection by the Customer unless otherwise agreed in writing.

## **18. General**

- 18.1 The Carrier is not a common carrier and accepts at its sole discretion Consignments for carriage only upon that condition and the Terms and Conditions contained herein. Save as may be agreed in writing by a Director of the Carrier, no employee, sub-contractor or agent of the Carrier is permitted to alter or vary these Terms and Conditions in any way.
- 18.2 The Customer agrees that the Conditions restricting and excluding any liability of the Carrier are reasonable in regards to other carriers or alternative methods of carriage.
- 18.3 The Carrier reserves the right to refuse or cancel any order at any time, howsoever placed.
- 18.4 The Customer shall be responsible for effecting and maintaining appropriate insurance in respect of the Consignment whether in storage or transit. Title to and risk in the Consignment shall remain with the Customer.
- 18.5 These Terms and Conditions are intended to be reasonable to both the Customer and the Carrier, and if any part of them should prove to be unenforceable or void at law, then it will not affect the rest.

- 18.6 If, for any reason, either the Customer or the Carrier chooses not to exercise any rights contained in these Terms and Conditions, then that will not be regarded as a waiver of those rights for the future.
- 18.7 The Customer shall be liable for the cost of unreasonable detention of any vehicle, trailer, or other item of the Carrier attributable to the Consignment. The rights of the Carrier against any other person shall remain unaffected.
- 18.8 The Carrier shall be relieved of its obligation to perform a Contract to the extent that performance is prevented by the failure of the Customer, fire, weather conditions, industrial dispute, labour disturbance or cause beyond the reasonable control of the Carrier.
- 18.9 In the computation of time, where any period of days provided by these Terms and Conditions is 7 days or less, Saturdays, Sundays and all Bank/Public Holidays shall be excluded.
- 18.10 A person who is not a party to a Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 18.11 These Terms and Conditions and all Contracts shall be governed by and construed in accordance with the Laws in England and any proceedings in relation thereto shall be subject to the exclusive jurisdiction of the English Courts.
- 18.12 In the event of a dispute the contracting parties may agree to seek arbitration.
- 18.13 The Carrier reserves the right to make changes to its website, policies, and these Terms and Conditions at any time. The Customer will be subject to the policies and Terms and Conditions in force at the time that the Customer uses the website or places an order, unless any change to those policies or the Terms and Conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by the Customer).

18.14 The Carrier will not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond the Carrier's reasonable control. This condition does not affect the Customer's statutory rights.

18.15 If the Customer breaches these conditions and the Carrier takes no action, the Carrier will still be entitled to use its rights and remedies in any other situation where the Customer breaches these Terms and Conditions.

I agree to be bound by these Terms and Conditions.

By agreeing to send your goods/parcels with Advance Movement Services Ltd you are also accepting and agreeing that the terms of our business with you are strictly subject to English Law and English jurisdiction.

In the unlikely event of conflict/loss or damage it is understood and agreed by yourselves that these terms and conditions will prevail in English law only.

