



AB Couriers ...parcel delivery courier

Braintree Enterprise Centre, 46 Springwood Drive, Braintree, CM7 2YN

Standard Terms and Conditions of Carriage

Within mainland Britain (England Wales and Scotland) AB Couriers – www.abcouriers.co.uk - accept goods for carriage in accordance with the Terms and Conditions contained herein. By placing an order or accepting our offer to carry goods you acknowledge agree and accept the conditions contained herein and confirm you are authorised as owner or agent of the owner to enter into or bind the same to these Terms and Conditions.

Service Provision - unless a person-to-person service is ordered (and pre-paid); the extent of our service is limited to the transportation of the consignment from the place of collection to the place of delivery recorded on the consignment document. We reserve the right to decide the method and route of transport.

Consignment – the content of a single parcel or a number of parcels sent at the same time from or to a single address or from or to a single customer shall constitute a consignment providing no single parcel exceeds 30kgs in weight, and measures no more than 1.0 metre long, 0.60 metres wide or 0.70 metres high or has a total volume (length + height + width) of more than 2.3 metres. If asked to do so, we will sign to acknowledge receipt of your consignment. However, this signature will not be evidence of the condition, correctness of description, quantity or weight of the Consignment at the time we receive them for carriage.

Dangerous Goods – In addition to Section 2 of the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004, we define Dangerous Goods as being any item that can or is capable of causing injury harm or damage to a third party or their property.

Goods Not Accepted for Carriage – unless previously agreed in writing and pre-paid (including appropriate waivers guarantees and indemnities) the following are not normally accepted for carriage: Dangerous goods or any goods not allowed under government, public or local authority or legal regulation. Flammable or Hazardous Goods, Firearms, works of art, jewellery (including watches), cash, glass, documents which can be exchanged for cash or goods (for example cheques, vouchers with a face value), legal or business documents, precious metals (including gold or silver items), antiques, furs or any other valuables, alcohol, liquids of any kind, body parts or human remains, living or dead animals, fish or birds, or any living organism of any type and frozen or perishable food.

Non-Compatible Goods – description of the goods to be carried MUST be accurate and complete. If they are not, then we have the right to Refuse to collect the goods or if already collected arrange for the goods to be returned to you at our convenience and cost, in either case we shall have no liability to you whatsoever for our failure to deliver the goods. However, you will be liable for and must recompense us fully for any loss, damage or liability arising from this condition being broken.

Sub Contracting – to enable for the speedy and efficient delivery of your consignment we and any other carrier that we may employ have the right to employ other carriers.

Packaging, Labelling and Receipt of Goods – it is your responsibility to pack and label the consignment adequately to prevent any loss or damage of the goods being transported. If the Consignment contains pre-packed goods, e.g. new goods in a display box, this requirement includes packing the consignment to prevent damage to the display packaging. For each parcel in a consignment the full name, address and postcode of the person or company sending and receiving the goods must be clearly visible. In the case of multiple parcels, each parcel must also contain the total number of parcels in the consignment and a unique identifier for each individual parcel e.g. 1 of 10.

It is your responsibility to advise the receiver when the consignment will be delivered. Where we are unable to deliver in accordance with your instructions, we reserve the right to charge additional fees for the wasted journey.

Loading and Unloading – unless previously agreed in writing, you are responsible for providing and safely operating any equipment that may be required for loading the Consignment on or unloading from our vehicle. You will be liable for and must recompense us fully for any loss, damage or liability arising from this condition being broken.

Undelivered Goods – unless otherwise agreed in writing, the carriage of your consignment will finish when we attempt delivery at the expected delivery place during normal business hours. However, if the person receiving the goods refuses or is unable to accept delivery we will request you to provide an alternative delivery address.

If you are unable to provide, or we are unable to deliver to, an alternative delivery address, we will consider the carriage of your consignment complete and will at your cost and risk return the goods within a reasonable period of our choosing to the place of collection recorded on the consignment.

Payment – except for account holders or where previously agreed otherwise in writing all orders must be pre-paid. Where we agree to Invoice you for payment, that payment will normally be due within one calendar month of the Invoice date, but in the case of special offer, promotional or agreed discounted pricing, payment is due within five (5) working days.

For any payment which remains overdue, without prejudice to any other rights and remedies which we may have, the Customer will pay interest on the overdue amount (whether before or after judgment) at the statutory rate of interest payable on late payments, such interest to accrue on a daily basis, from the due date for payment until payment is made in full.

If we pay, or agree to pay to anybody else, any duty, tax or charge then we will do so as your fully authorised agent. If delivery or collection is delayed more than 5 minutes e.g. booking-in, awaiting connection, a waiting time fee of £1 per minute (minimum £5) is payable. After you receive it, you must immediately pay our invoice for any delay, duty, taxes or charges, plus £15 admin fee, in full.

Invoice queries must be notified within 5 days working days, and confirmed in writing within 14 days. If you do not do this, we will not be responsible for any error in the invoice nor shall we be required to re-pay any sums paid by you unless and until you prove it was not reasonably possible for you to tell us or confirm it in writing within the time we set and the advice or confirmation was made at the first reasonable opportunity and in any event no later than 90 days after the invoice date.

Loss or Damage – we will not be liable in any way for a consignment or other goods if you, the owner, or an employee or agent of you or the owner of the goods have committed fraud, or if the consignment was not being transported at the time of the loss. We will be liable for the physical total loss of or physical damage to, goods while we are transporting them except where loss or damage has arisen from or consist of the following:

1. you, the recipient or your agent not accepting delivery within a reasonable time
2. insufficient or improper packing, labelling or addressing contrary to our packing, labelling and addressing requirements. This includes using an incorrect postcode or not using one
3. special handling requirements which have not been notified to or previously agreed by us.
4. damage or breakage to any articles (or part of them) that are made up of china, glass, porcelain, earthenware or other similar materials
5. goods that contain any form of liquid
6. an act or failure to act by you, the owner, or any agent of either you or the owner of the goods
7. natural loss of bulk or weight, hidden or built-in fault, vice or natural wear and tear, loss of value, moths, vermin or the effect of any process of cleaning, dyeing or restoring any article
8. seizure under legal process
9. defect of any equipment supplied by you or the receiver of the goods or any negligence of your servants or agents
10. delay in providing us with safe and adequate access and/or delivering instructions;
11. any event or circumstance beyond our control.

Standard Liability Limits – the maximum we will pay for causing total loss or physical damage to the goods while transporting them will be the lower of:

- a. £12 per kg of gross weight lost or damaged but not more than £1,000 per Consignment; or
- b. £150 per consignment if the weight is not declared on the consignment note; or
- c. the actual value of the goods lost or damaged up to a maximum of £1,000 per Consignment.

The actual value of any goods lost or damaged will be calculated by referring to their repair, or replacement, or resale, or market value at the time and place of collection, whichever is less. The value will not be more than the original cost you actually paid for the goods or, the manufacturing cost if you are the manufacturer of the goods.

We will not be liable for negligence, nuisance, breach of contract or us not performing the contract for any indirect or consequential loss or damage of any kind, including any loss of profits or interest cost, or the cost of re-printing or of compiling again the information contained on the goods; or, any loss that is more than the amount we have stated in the above. Where the customer is a consumer (non-trader), we may be liable for indirect or consequential loss only to the extent that such loss is foreseeable.

We will not make any payment for damage or loss unless the goods and their packaging together with your original purchase receipt are made available to us for inspection.

LIEN – If you do not own the goods, you hereby affirm that you have the authority to grant a lien against the owner of the goods. If you owe us any money under this or any other contract, we have the legal right (known as a lien) to retain any goods we carry for you. If you do not pay us within a reasonable time, we can dispose of the goods, or sell the goods by auction, or sell the goods privately, but you remain responsible for all cost including the cost of loading, unloading, storage and sale of the goods. Proceeds are used towards paying what you owe us, and any left over money is paid to you. If we sell or dispose of the goods we will have no further liability relating to those goods.

Force majeure – you acknowledge accept and indemnify us against all claims resulting from our failure to complete the contract where such failure is caused by or attributable to severe weather conditions, industrial dispute, strike or labour dispute, fire, accident, delays by government or local authority, abnormal traffic conditions or any other cause outside our control.

Jurisdiction – English law shall apply and all parties will submit to the jurisdiction of English courts.