

Terms and Conditions of Carriage between One Call International Ltd and "The Customer"

IMPORTANT NOTICE

Customers should note the Conditions carefully and where necessary obtain insurance cover in order to protect their interests.

1. Application

- 1.1 The Conditions apply to the carriage of a Consignment from Great Britain to any destination within the GB mainland only known as England, Scotland and Wales undertaken by the Carrier One Call International Ltd ("The Carrier" as defined below) accepts Consignments for carriage upon these conditions.
- 1.2 The Carrier (as defined below) is not a common carrier and accepts goods for carriage only under these Conditions. No agent, servant or employee has authority to vary these Conditions or make any representation about the Carrier's business or services, with the exception of a director of the Carrier.
- 1.3 These Conditions shall not be overridden or varied except by express agreement in writing between the Customer and a representative of the Carrier having the express written authority to do so.

2. Definitions

- 2.1 In these Conditions "The Carrier" means "One Call International Ltd. ". "The Customer" means the Customer who contracts for the services of the Carrier. "The Contract" means the contract of carriage between the Customer and the Carrier. "The Consignment" means the goods, which are the subject matter of the Contract and each and every separate part of them and each and every parcel, container, pallet, crate, package or preloaded vehicle, or trailer in which they are contained. "The Consignee/Recipient" means the person, firm or company to whom the Consignment is to be delivered.
- 2.2 "Dangerous Goods" means those items defined as dangerous or hazardous by the regulatory bodies and by legislation, regulations and guidelines governing transport by road, rail, sea or air.

3. Parties and Sub-Contracting

- 3.1 The Carrier and any other Carrier employed by the Carrier may sub-contract the whole or any part of the Contract to another Carrier for the purpose of fulfilling the Contract in whole or in part.
- 3.2 The Carrier contracts for itself and as agent of and trustee for its servants and agents and all others referred to in 3.1 above and such other carriers' servants and agents and every reference in these conditions to "The Carrier" shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the carrier be under no greater liability to the Customer or any other party than is the carrier hereunder.

4. Dangerous Goods

Dangerous goods are not acceptable for carriage under any circumstances.

5. Loading and Unloading

- 5.1 Where plant, power or labour is required in addition to the Carrier's driver for the purpose of loading or unloading a Consignment it shall be the responsibility of the Customer to ensure the provision, adequacy and safety of the same and the Carrier shall have no obligation to do so.
- 5.2 The Carrier shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the Carrier it shall be at the sole risk of the Customer who shall indemnify the Carrier against all claims, costs, demands and expenses, whatever, which could not have been made if such service had not been given.
- 5.3 Where the Carrier is without prior arrangement in writing with the Customer called upon to assist in the loading of Consignments requiring plant, power or labour in addition to its driver, the Carrier shall be under no liability whatever to the Customer for any damage whatever, however caused, arising out of such loading and the Customer shall indemnify the Carrier against all claims and demands whatever which could not have been made if such assistance had not been given.

6. Collection, Documentation, Labels, Packaging

- 6.1 The Carrier shall, if so required, sign a document prepared by the Customer acknowledging the 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. The Carrier shall be entitled to check the quantity, condition, composition and/or weight of the Consignment and in the event of any discrepancy in the quantity, condition, composition and/or weight ascertained by the Carrier shall prevail.

6.2 At or before collection of the Consignment the Customer shall sign and complete the Carrier's collection document unless a previous arrangement has been agreed in writing between the Customer and the Carrier. When completing the collection documentation the Customer shall ensure that the information called for is given and in particular that the service, which the Customer requires, is specified in the manner provided on the collection documentation.

6.3 The Customer shall ensure that all Consignments are properly packaged for carriage, handling, sorting and transhipment (whether mechanical or otherwise) by the Carrier and that they are sufficiently and correctly addressed, including the postcode and labelled. The Consignment should be packaged in a way that represents no risk to the Carrier's employees or other customers' goods. In the event that the Consignment does not originate from the Customer's usual point of despatch it is the responsibility of the Customer to ensure the adequacy of packaging from its customers or suppliers.

6.4 If a Consignment is in the Carrier's opinion badly packed, the Carrier may at its sole discretion unpack and repack the Consignment at the Customer's risk and expense.

6.5 Where a Consignment is mis-addressed the Carrier may at its sole discretion hold the Consignment until the Customer has provided the correct address or other information relating to the label. The Carrier may re-label the Consignment on receipt of such information. If information is not received within two working days it will be returned to the Customer.

6.6 It is the responsibility of the Customer to prepare all necessary customs documentation and to ensure that it is complete and accurate and is made available to the Carrier at the time of collection of the Consignment

6.7 A failed collection is chargeable as per the current tariff.

6.8 A minimum £10.00 wasted journey charge is payable by "The Customer" if any goods booked for collection are unavailable to the collecting driver within the time span specified for the booking.

7. Transit

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

7.2 Transit shall, unless otherwise previously determined, end when the Consignment is delivered at the Consignee's address or suitable alternative location in accordance with the service offered, except where delivery fails through loss or mis-delivery of the Consignment. The Carrier undertakes to deliver to an address specified in the Contract, not to a specific person.

7.3 The Carrier does not undertake to intercept a consignment in transit before delivery has been attempted.

7.4 The Carrier will tender the Consignment for delivery at the Consignee's address before 9.00pm the same business day from the commencement of transit and obtain a signature as proof of delivery. If no one is available at the Consignee's premises to accept delivery, the Carrier will endeavour to deliver the Consignment at an adjacent address and obtain a signature as proof of delivery. If the Consignment is delivered in this manner, an email will be sent to the Consignee's email address to indicate the action taken. If delivery instructions are tendered by the Customer i.e. in a secure and dry location, or an alternative address, at their request, then the Carrier shall not be liable for any loss or damage, or delayed delivery on receipt of alternative instruction.

7.4 If the Carrier is not able to effect delivery, an email will be sent to the Consignee's address requesting the Consignee to contact the Carrier to re-arrange delivery. If the Consignee fails to contact the Carrier, the Carrier will retender the Consignment for delivery in accordance with the procedure described above. If for any reason whatever delivery cannot be affected at such

second tender the Carrier will return the Consignment to the Customer at the Customer's expense.

8. Undelivered or Unclaimed Goods

8.1 Where the Carrier is unable to deliver a Consignment and the Consignment is not claimed by the Customer or its agent within 28 days of notice of such non-delivery served on the Customer, the Carrier shall have power of sale of the undelivered Consignment as if the Carrier were the absolute owner and to pass unencumbered title to the purchaser.

8.2 Payment or tender of the proceeds of sale to the Customer after the deduction of all the Carrier's reasonable charges and expenses in relation to the carriage shall discharge the Carrier from all liability in respect of the carriage and storage of the Consignment.

9. Carrier's Charges

9.1 The Customer shall pay the Carrier's charges in accordance with the tariff agreed between the Carrier and the Customer. If the carrier fails to complete delivery of a parcel before the agreed deadline the customer shall be entitled to claim a refund of the delivery charge (the daily charge is non-refundable) for each undelivered item so long as the customer can prove that the delay was caused directly by the carriers negligence.

9.2 Each separate parcel to each separate delivery address is chargeable as per our tariff as agreed before collection of goods.

9.2 A claim or counterclaim shall not be made the reason for deferring or withholding payment of monies payable or liabilities incurred to the Carrier.

9.3 "Hard copy" Proof of deliveries are actioned by exception, five or more, required within a 24-hour period will be charged at £2.50 each by request.

10. Liability for Loss or Damage

10.1 Subject to these Conditions the Carrier shall be liable for any loss, or damage to a Consignment occurring during transit which is proved to the Carrier's reasonable satisfaction to be due to an act or default on the part of the Carrier unless the same has arisen from and the Carrier has used reasonable care to minimise the effect of:

10.1.1 An act of God

10.1.2 Any consequence 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

10.1.3 Seizure, forfeiture, detention or restriction of any kind under legal process

10.1.4 Error, act, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignments or by employees or agents of either of them

10.1.5 Inherent liability to wastage in bulk or weight, latent defect, inherent defect, vice or natural deterioration of the Consignments

10.1.6 Insufficient or improper packaging

10.1.7 Insufficient or improper labelling or addressing

10.1.8 Inclement weather, fire, riot, civil commotion, strike, lock out, general or partial stoppage or restraint of labour for whatever cause

10.1.9 Any cause beyond the reasonable control of the Carrier

10.2 Notwithstanding any other provision contained in these Conditions, the Carrier shall NOT be liable in any circumstances for loss or mis-delivery or late delivery of or damage to; livestock, bullion, money, cheques, money orders, securities, stamps, precious metals, precious stones, jewellery, antiques, watches, wines and spirits, furs, tobacco, firearms, glass, ceramics, fragile glass items, pottery, plasma screens, works of art, deeds, tender documents or documents of whatever kind unless the Carrier has specifically agreed in writing to carry such items.

10.2.1 The Carrier reserves the right by written notice given at any time to exclude liability to Consignments of a fragile, cast or brittle nature, scientific instruments, electrical equipment, glass or similar goods, which will then be carried at the Customer's own risk

10.2.2 The Carrier will not knowingly accept deliveries of precious stones and perishable goods.

10.3 In the event of damaged Consignments; the Carrier reserves the right to recover the damaged Consignments for inspection prior to instigating a claim enquiry.

11. Fraud

11.1 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 the employees or agents of either in respect of that Consignment.

12. Limitation of Liability

12.1 The liability of the Carrier (which shall in any event be subject to these Conditions) shall be limited to a maximum of £50 per consignment or the cost price of the Consignment whichever is the lower, unless otherwise agreed in writing between the Carrier and the Customer.

12.2 PROVIDED THAT

12.2.1 nothing in this Condition 12 shall operate to exclude or restrict the liability of the Carrier for death or personal injury resulting from the negligence of the Carrier.

12.2.2 the Carrier shall be entitled to require proof of the value of the whole Consignment or of any part thereof lost or damaged.

12.2.3 in the event of a Consignment being damaged the Carrier shall be entitled to require proof of the cost of repair and of the cost price of replacement and the liability of the Carrier (subject to these Conditions) shall be limited to the lower cost

12.2.4 the Carrier shall only be liable for an amount claimed in respect of Value Added Tax where the Customer is not registered for Value Added Tax purposes.

13. Consequential Loss or Damage

13.1 Notwithstanding any other provision contained in these Conditions, the Carrier shall have no liability whatsoever whether in contract, tort (including negligence) or otherwise for any incidental, special, indirect or consequential loss or damage including but not limited to loss of income, loss of profits or loss of opportunity, arising out of or in connection with the performance of its obligations under this Contract, including such damages as may be reasonably foreseeable at the date hereof.

14. Indemnity to the Carrier

14.1 The Customer shall indemnify the Carrier against;

14.1.1 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 consignments carried) due to any error, omission, mis-statement 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 as in Condition 11.

14.1.2 all claims and demands whatever by whoever made in excess of the liability of the Carrier under these Conditions

14.1.3 all claims made upon the Carrier by H.M. Customs & Excise in respect of dutiable Consignment in bond whether or not transit has ended or been suspended

14.1.4 all losses suffered by and claims made against the Carrier in consequence of death, personal injury, 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. Time Limits for Claims

15.1 The Carrier shall not be liable for loss from or damage to a Consignment unless:

15.1.1 such loss or damage is noted on the Consignment note or delivery document by the Consignee and full particulars of the claim are received by the Carrier in writing within 14 calendar days of despatch

15.1.2 in case of outwardly non-visible loss or damage to unchecked Consignments, delivered to the Consignee's address and for which a signature has been obtained, the Carrier is advised thereof in writing within 7 days from the date of despatch and that full details of the claim are provided in writing within 14 calendar days of despatch

15.1.3 in the case of such loss or damage to a Consignment either delivered to an adjacent address or left at the Consignee's address in a secure and dry location, the Carrier is advised thereof in writing within 14 calendar days of despatch and full particulars of the claim are received within 14 calendar days of despatch.

16. General Lien

16.1 Notwithstanding any other provision of these Conditions.

16.1.1 The Carrier shall have a general lien against the owner of the goods comprised in a Consignment of any monies whatever due from the Customer or such other owner to the Carrier. If any such lien is not satisfied within a reasonable time the Carrier may at its absolute discretion sell the Consignment or part of them as agent for the owner and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of the Consignment and shall upon

accounting to the Customer for any balance remaining, be discharged from all liability whatever in respect of the Consignment.

16.1.2 Notwithstanding 16.1.1 above, the Carrier will not exercise its right of sale if the lien is not satisfied without giving to the Customer 14 days prior notice in writing of its intention to do so provided that no such notice shall be required if the Customer shall go into liquidation or enter into any arrangement with its creditors or have a receiver appointed over any of its assets.

17. Unreasonable Detention

17.1 The Customer shall be liable for the cost of unreasonable detention of any vehicle, trailer, container, pallet, crate or sheet but the rights of the Carrier against any other person in respect thereof shall remain unaffected.

18. Termination

18.1 The Carrier may terminate (without prejudice to any accrued rights and remedies under this Contract that it may have) this contract immediately by giving written notice to the Customer on the occurrence of any of the following events:

18.1.1 if the Customer commits any material breach of any of its obligations under this Contract and in the case of any breach which is capable of remedy fails to remedy such breach within seven (7) days of the date of service of a written notice specifying the breach (or such longer period as the notice may specify): or

18.1.2 if the Customer enters into liquidation whether compulsory or voluntary otherwise than for the purpose of solvent amalgamation or reconstruction or compound with its creditors or has a receiver (including an administrative administrator, trustee or similar officer) appointed over all or part of its assets or its undertaking or part thereof or if it shall make any composition or arrangement with its creditors or if any action application, petition or proceeding shall be initiated relating to any of the above matters or to any inability to pay debts or credit worthiness or if it is unable to pay its debts within the meaning of the Insolvency Act 1986: or

18.1.3 If the Customer sells or disposes of the whole or a material part of its business or assets: or

18.1.4 If there is a change of control of the Customer: or

18.1.5 If the Customer ceases or threatens to cease to carry on business: or

18.1.6 If the Carrier reasonably apprehends that any of the events

18.2 The Customer must notify the Carrier in writing within seven (7) days of a disposal of the whole or a material part of its business or assets or ceases or threatens to cease carrying on business or a change of control giving details of the same and upon request by the Carrier any further information as the Carrier may reasonably request.

19. On the happening of any events detailed in clause 18, whether or not the Carrier exercises its option to terminate, all payments due to the Carrier shall become immediately due and payable notwithstanding any other provision of this Contract.

20. Either party may at any time terminate this Contract by giving the other not less than twenty eight (28) days prior written notice.

21. Contracts (Right of Third Parties) Act 1999

A person who is not a party to this Contract shall have no right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999.

22. Arbitration

Any dispute arising under or in connection with this Contract or as to the rights and liabilities of the Parties hereto, or as to construction or interpretation hereof shall be settled by an amicable effort of both Parties senior management. In the event the attempt at settlement has failed, the dispute shall finally and exclusively be referred to arbitration by a single arbitrator, appointed by agreement between the parties or (in default) nominated on the application of either Party by the Freight Transport Association, in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

23. Governing Law

This Contract shall be construed in accordance with and governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

24. Confidentiality Clause

All documentation and information in any way acquired under this Contract will be used by the Customer solely for the purposes of this Contract. The Customer acknowledges that in the course of the Contract it may receive or otherwise acquire commercially sensitive information (whether documentary or otherwise) relating to the Carrier and its business activities. The Customer agrees to keep all such information strictly confidential.

25. Notice Clause

Any notice required or other document to be given under this Contract shall be in writing and shall be deemed to have been duly served if left at, delivered by hand, sent by registered post, by facsimile or other electronic media addressed to the other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified in writing pursuant to this provision to the Party giving the notice. Any such notice or other document shall be deemed to have been received by the addressee, two working days following the date of dispatch if the notice or other document is sent by registered post, or simultaneously with the delivery or transmission if sent by hand, facsimile or other electronic means.