

TERMS OF CARRIAGE

CONDITIONS OF CARRIAGE (NATIONAL) REVISED MARCH 2017

Tuffnells Parcels Express Limited, Shepcote House, Shepcote Lane, Sheffield, S9 1UW

These Conditions contain certain additional charges and exclude and limit the liability of Tuffnells Parcels Express Limited in certain circumstances.

You are strongly advised to read them carefully and arrange your own insurances as necessary

1. Introduction

All business is undertaken by Tuffnells Parcels Express Limited ("the Company") subject solely to these conditions which may be varied only by a director of the Company in writing. In these Conditions the word "Consignment" means goods (including any packaging and equipment associated therewith) in bulk or contained in one or more parcel, package or container sent at one time in one load by or for the Customer ("the Customer") from one address to another address and shall include references to part of the Consignment as necessary. The expressions "guaranteed delivery" or "guaranteed delivery times" shall not make time for delivery of the essence but shall mean only that the Company will use its reasonable endeavours to meet predicted delivery times unless prevented by any of the circumstances referred to in clause 5(d) herein or any other circumstances outside the Company's control.

2. Customer's Obligations

The Customer:

- 2.1(a) warrants that it is either the owner of the Consignment which is the subject of the contract or is authorised enter into the Agreement.
 - (b) agrees not to deduct claims or credits or set off from the Company's account nor at any time make a claim or credit or set off or withhold payment of money to the Company.
 - (c) shall be liable for the cost (calculated at an hourly rate notified from time to time by the Company) to the Company of unreasonable detention of vehicles and drivers at the point of collection or delivery or the additional cost of effecting delivery where incomplete or incorrect delivery address details (including the postcode) are supplied by the Customer. The Company reserves the right to charge for re-attempted delivery – see section 4 (k).
 - (d) agrees to indemnify and hold harmless the Company against all claims, costs and expenses incurred in consequence of the non-disclosure by the Customer to the Company of full details prior to carriage of any dangerous goods as governed by The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (as amended, updated and/or replaced from time to time).
 - (e) warrants that the Consignment and any part thereof are adequately packed to resist damage to the contents thereof and the normal handling of the Consignment.
 - (f) will ensure that provision of necessary plant, power or labour other than that carried by the vehicle is available promptly at the point of collection and delivery.
 - (g) shall ensure that every Consignment and part thereof is addressed, labelled and packaged in accordance with the Company's requirements notified to the Customer from time to time.
 - (h) shall ensure that the actual weight is visibly recorded for every Consignment and part thereof in accordance with the Company's requirements notified to the Customer from time to time.
- 2.2 The Agreement is based on the traffic profile supplied by the Customer as outlined in the service agreement and the Company reserves the right to revise its charges (retrospectively and prospectively) on notice if the level of business falls or there is a material difference between the traffic profile supplied by the Customer and actual trading.

3. Company's Responsibility for the Consignment

3.1 Subject to the limitations and exclusions contained in this clause and these conditions generally the Company shall be liable for loss of or damage to a Consignment up to the following amounts for the following services:

Databag	£15,000	per 1,000 kgs
Priority 09.30	£15,000	per 1,000 kgs
Priority 10.30	£15,000	per 1,000 kgs
Priority 12.00	£15,000	per 1,000 kgs
Priority 1	£15,000	per 1,000 kgs
Priority 2	£5,000	per 1,000 kgs
Priority 3	£5,000	per 1,000 kgs
Offshore P1	£15,000	per 1,000 kgs
Offshore	£5,000	per 1,000 kgs
FBK/F4D (loss only)	£5,000	per 1,000 kgs
RAD (loss only)	£5,000	per 1,000 kgs

and pro rata in each case to the weight or the proportion to part of the Consignment OR the Manufacturer's cost price of the Consignment, whichever is the lesser amount.

The Company SHALL NOT BE LIABLE FOR THE FIRST £25 OF ANY CLAIM FOR LOSS OR DAMAGE TO AND CONSIGNMENT AND FURTHER THE COMPANY SHALL NOT BE LIABLE for any amount if such loss or damage has arisen from

- (a) Act of God.
- (b) seizure under legal process.
- (c) riots, civil commotion, strike lockouts (general or partial stoppage).
- (d) any consequence of war, terrorism and kindred risks.
- (e) error, act, omission or misrepresentation of either the Customer or the owner of the Consignment or their respective employees or agents.
- (f) insufficient or improper packing, labelling or addressing including the full and accurate postcode.
- (g) marine risks (which shall be deemed to last from the time of the loading of the Consignment onto the vessel commences until the unloading of the Consignment from the vessel is complete).

- (h) the Consignment containing goods of a description different to that contained in the form of agreement made between the Customer and the Company ("the Agreement").
- (i) the Consignment comprising of livestock, bullion, money, securities, stamps, antiques, precious metals, precious stones, china or glass related products of a fragile, brittle or perishable nature in addition paint, all liquids, hazardous materials or any other goods which may cause damage to or the destruction of any other Customer's goods.
- (j) electrical or magnetic injury, erasure or other such damage to electronic or photographic data images or recordings in any form.
- (k) The Company shall not be liable for the Customer's loss of profit element contained as part of the value of the Consignment. The customer shall on demand declare such profit element and in the absence of such satisfactory declaration the Company may deduct 30% from the value of the consignment. Any Company liability will be based on the lesser of either the Manufacturer's cost price or the weight calculation as set out in clause 3.1.
- (l) The Company shall not be liable for any direct or indirect loss of: profit; use; opportunity; business; anticipated savings; or goodwill, nor shall the Company be liable for any indirect or consequential loss or damage (including penalty charges) whether or not resulting from the act, neglect or default of the Company except that nothing in these conditions shall operate to exclude or limit the liability of the Company for death or personal injury arising out of its negligence.
- (m) The Company's inability to provide proof of delivery shall not of itself constitute an admission of liability for the loss of any Consignment by the Company. The Customer shall prove its loss of any Consignment. The Company shall not be liable for the loss or damage to any Consignment where the Consignee has acknowledged receipt of the same.
- (n) The Company shall not be liable for the loss of or all or any part of a Consignment to the extent that the same is subsequently found and returned to the Customer. The value of the goods returned to the Customer may be offset against the value of any claim made against the Company whether or not such returned goods are referable to any particular Consignment.
- (o) If the delivery is unsuccessful due to the absence of the consignee or the consignee refusing delivery and thereafter the Consignment is lost or damaged the Company shall not be responsible for any such loss or damage.
- (p) The Company shall not be liable for any damage to a Consignment however caused where collection has been ordered by the Customer from a collection address or addresses other than the Customer's premises (commonly known as "FastBak (FBK)" or "Fast4ward (FWD)").
- (q) The Company 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 or of the correctness of the declared nature, quantity or weight of the consignment at the time it is received by the Company.
- (r) The Company shall not be liable for any damage to a Consignment collected from or delivered to a residential address "RAD"

4. Company's Charges

- (a) Invoices will be subject to a minimum weekly invoice charge as outlined on the service agreement.
- (b) Goods destined for addresses that require a booking in for our delivery vehicle are subject to a surcharge per Consignment as outlined on the service agreement.
- (c) Goods collected on behalf of the Customer from an address other than the regular collection address ("FastBak and Fast4ward") are subject to a supplement per Consignment as outlined on the service agreement.
- (d) All charges referred to, including the minimum invoice charges, are exclusive of VAT which will be charged at the appropriate rate.
- (e) Mainland charges for parcels & pallets (irrespective of service type) are calculated on a capacity rating of 160 cu. ft. per 1,000 kgs (220 kgs per cubic metre). Offshore charges are calculated on a rating of 120 cu. ft. per 1,000 kgs (295 kgs per cubic metre) the Company reserves the right to charge at the cubic volume charge and not the actual weight.
- (f) Where goods are carried for charges based on weight the Company shall be entitled to charge on the actual weight of the Consignment if greater than the weight declared by the Customer on the Consignment Note or other delivery document. (g) The Company reserves the right to cube and check weigh all consignments.
- (h) Deliveries to airports, docks, wharves, BFPO and container bases are subject to a surcharge of £50 per Consignment.
- (i) Abortive FBK/FWD collection request calls will be charged at £12 per Consignment. The Company reserves the right to apply a re-issue charge and/or an abortive administration charge as necessary.
- (j) Deliveries to residential addresses are subject to a supplement per consignment as outlined on the service agreement.
- (k) Where the delivery is unsuccessful due to the absence of the consignee or the consignee refusing delivery and then subsequently requesting delivery or where due to insufficient delivery address the Consignment is returned back to the

depot for address verification and re-tendered for delivery the Company reserves the right to impose a surcharge of an amount equal to 50% of the original consignment charge for each attempt to deliver thereafter. Where the delivery address supplied is incorrect, resulting in a re-delivery the Company reserves the right to impose a surcharge of an amount equal to 100% of the original Consignment charge for a subsequent attempted delivery.

- (l) The Company reserves the right to make an administrative charge for each verbal or electronic Proof of Delivery request and/or for each copy consignment note Proof of Delivery request.
- (m) Deliveries to the Isle of Wight, Cornwall, Dyfed, Gwynedd, Powys, Anglesey, Industrial Scotland, (all Scotland except the Highlands and Scottish offshore islands) the Highlands of Scotland and all offshore islands are subject to additional supplements per Consignment as outlined on the service agreement.
- (n) The Company reserves the right to impose a fuel surcharge with a minimum charge payable weekly as outlined on the service agreement.
- (o) The Company's charges as contained in the Agreement may be subject to alteration on notice as a result of changes in the Company's costs or as a result of changes in legislation.
- (p) Credit Card transactions carry a surcharge plus VAT.
- (q) If no business is transacted between the Company and the Customer for a period of four months the Customer's credit facilities may be withdrawn.
- (r) The Company reserves the right to charge an additional £2 per pack for any Consignment of 50 packs or more.
- (s) The Company reserves the right to charge an additional £30 per pallet for any Consignment of 3 pallets or more.

5. Guaranteed Delivery and Refunds

- (a) All guaranteed delivery times quoted by the Company refer to working days and therefore exclude, Sundays, Public Holidays, Bank Holidays and local holidays.
- (b) Guaranteed delivery times are not applicable to certain areas of Scotland and Offshore Islands (except where the Customer has specified next working day delivery to those areas where such a service is offered by the Company) including the Isle of Wight.
- (c) If the Company fails to deliver the whole of the Consignment within the guaranteed delivery time then the Customer shall be entitled to a refund of the Company's charges equivalent to the lesser of either the difference between the service requested (eg Priority 09.30/Priority 10.30) and the service provided (eg Priority 12.00) or a 20% discount and any such refund however calculated shall be applied pro rata where part of the Consignment is not delivered within the guaranteed delivery time.
- (d) No refund is payable where failure to deliver within the Company's guaranteed delivery time is caused by any of the following:-
 - (i) the consignment being a FBK/FWD or Carriage forward.
 - (ii) "Force Majeure" factors beyond the Company's control (eg adverse weather, road congestion, industrial or security enforcement action).
 - (iii) exercise of the Company's general lien.
 - (iv) failure by the Customer to provide the Company with complete and correct delivery address details including the full and accurate postcode.
 - (v) the delivery address being Airports, Wharves, Docks, Container Bases a P O Box Number, a residential address, a building site, an exhibition stand or subject to booking-in procedure.
 - (vi) the delivery address being outside mainland Great Britain (except for the Isle of Wight) or where the Company has specified next working day delivery to those areas where such a service is offered by the Company).
 - (e) no refund is payable unless the Customer requests the same in writing within 28 days from the date of transit.
 - (f) no refunds for failed deliveries are payable to the Customer for lengths carried in excess of 6 metres.
 - (g) no refunds for failed deliveries are payable to the Customer if the Customer does not pay according to the signed rate agreement, which includes adhering to the Company payment terms, at the time of transaction unless agreed by a Director of the Company in writing.
 - (h) No refunds are payable to the Customer where the Customer is not observing in all respects the agreed payment terms.

6. Transit

- 6.1 Transit shall commence when the Consignment is handed to the Company whether at the point of collection or at the Company's premises.
- 6.2 Transit shall (unless otherwise determined) end when the Consignment is tendered at the usual place of delivery at the receiver's address. Provided:
 - (a) that if no safe and adequate access or no adequate unloading facilities there exist then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone) of the arrival of the Consignment at the Company's premises has been sent to the Receiver and that when for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Company "to await order" or "to be kept until called for" or upon any like instruction and such instructions are not given or the Consignment is not called for and removed

in reasonable time, then transit shall thereupon be deemed to end.

- 6.3 The Customer shall ensure that the receiver has an authorised person available to acknowledge receipt of the consignment. If no such person is made available the Consignment shall be presumed to have been delivered notwithstanding the absence of a signed delivery copy of the Company's Consignment Note.

7. Recovery of Company's Charges

The Company shall be entitled to charge.

- (a)(i) Interest at 8% above the base rate of Bank of Scotland calculated on a daily basis on all amounts due to the Company and outstanding beyond any agreed credit period.
- (ii) A late payment collection fee of 10% of the amount outstanding beyond any agreed credit period with a minimum charge of £25.
- (iii) Any legal or other costs incurred in collecting the amount outstanding shall be recoverable by the Company in addition to the debt.
- (iv) The Customer shall not be entitled to deduct any monies owed to the Company in the form of a debit note.
 - (b) If the Customer fails to make payment on the due date or the contract between the Company and the Customer is terminated by either of them the Customer's credit facilities shall be deemed to be withdrawn on such date and all of the Company's charges however arising for work carried out up to such date shall thereupon be due for payment in full.
 - (c) Invoice queries must be notified in writing to the Company within 28 days from the date of invoice.
 - (d) All invoices are strictly Net and are due for payment in accordance with the payment method set out in the Customer service agreement and in accordance with the payment schedule set out in the Customer service agreement. Cash discounts will not be allowed.

8. Time Limit for Claims

- (a) The Company shall not be liable for the loss of any entire Consignment unless a claim is made in writing and received by the Company within 21 calendar days after the commencement of the transit.
- (b) The Company shall not be liable for damage to or loss from any part of the Consignment unless the claim is made in writing and received by the Company within 7 calendar days after commencement of the transit.
- (c) The Company shall not be liable for any claim against a Consignment or part thereof where the Company's completed claim form is not returned within 42 days of commencement of transit. All claim forms must be faxed or e-mailed to the Company to validate date of receipt.

9. Company's Lien

- (a) The Company shall have a general lien on a Consignment or any part thereof for its charges which either relate to the Consignment or any other Consignment for any monies due to the Company. If the monies due are not paid within 14 days the Company may sell the Consignment or part thereof and apply the proceeds towards the monies due and expenses of sale.
- (b) The Company shall not be under any obligation to give advance notice of its intention to exercise the right under the general lien.

10. Clauses Signatures

The endorsement of the words "not checked" or "unexamined" (or different words to the same effect) on a delivery note shall not render the Company liable for any shortage or damage subsequently discovered.

11. Severability

If any clause or sub-clause of these terms and conditions shall be found to be unenforceable the remaining terms and conditions shall remain in full force and effect with any necessary consequential variations thereto.

12. Governing Law and Jurisdiction

The Agreement between the parties shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts.

13. Sub-contractors and Employees

The Company may subcontract all or any part of the business.

14. General

- (a) The Customer may not assign all or any part of its benefit under the Agreement without prior written consent of the Company. The Company shall be entitled at any time to assign or deal with the benefit of the Contract.
- (b) All business transacted is subject to the Company's Conditions of Carriage (National) and/or (International) as appropriate.
- (c) If the applicant is a Limited Company the quotation must be signed by a Director or the Company Secretary or other authorised person.
- (d) The Company and the Customer agree that it is not intended that any third party shall have the benefit or the right to enforce the terms of this Agreement.
- (e) This Agreement supersedes all previous agreements.
- (f) The Company is not a common carrier and accepts Consignments only in accordance with the terms of the Agreement. The Company reserves the right (at its sole discretion) to refuse to carry any Consignments at any time.
- (g) The Company may vary these Conditions at any time with given written notice.