

Company:	CHAMBERS AND COOK FREIGHT LIMITED (a company registered in England, Company No 02539780) whose registered office is at Perrywell Road, Witton, Birmingham, B6 7AT
Customer:	

The Company has agreed to provide and the Customer has agreed to pay for the Services on the terms of this Agreement. The terms of this Agreement are set out in the Schedule below and the terms and conditions attached.

Attention

The Customer's attention is drawn to specific clauses in the terms and conditions attached which exclude or limit the Company's liability and those which require the Customer to indemnify the Company in certain circumstances and those which limit time, being clauses 4.2, 6.1.4, 6.2, 8.3, 10.2, and 14-18.

Please note that the Customer will not in all circumstances be entitled to compensation, or to full compensation, for any loss and is therefore recommended to seek professional advice as to appropriate insurance cover to be maintained while Consignments are in transit or otherwise.

Schedule

Commencement Date	
Duration	Ongoing
Services Provided ("Services")	The Customer will notify the Company of the services required on a job by job basis.
Price	As agreed between the Company and the Customer on a job by job basis.
Delivery location	The Customer will notify the Company of the delivery location on a job by job basis.
Insurance	The Customer is responsible for insuring the Consignment, unless specified here.
Details of the Consignment	The Customer will notify the Company of the details of the Consignment on a job by job basis

IN WITNESS of the above the parties or their duly authorised representatives have entered into this Agreement on the dates given below.

Signed by the duly authorised representative of the Company

Name: Signature:

Position: Date:

Signed by the duly authorised representative of the Customer

Name: Signature:

Position: Date:

TERMS AND CONDITIONS

These terms and conditions apply to the provision of the Services to the Customer by the Company as detailed in the schedule.

1 Definitions and Interpretations

In these terms and conditions (except where the context otherwise requires) the following words will have the following meanings:

"Agreement" means these terms and conditions together with the Schedule and the Annex;

"BIFA" means the British International Freight Association;

"BIFA Conditions" means the BIFA standard trading conditions 2005 edition or as subsequently amended by BIFA;

"CMR" means the Convention on the Contract for the International Carriage of Goods by Road 1956 as amended by subsequent protocols and as incorporated into English law by the Carriage of Goods by Road Act 1965;

"Customer" means the person or company who contracts for the Services of the Company including any other carrier who gives a Consignment to the Company for carriage;

"Consignee" means the person or company with whom the Company contracts to deliver the Consignment;

"Consignment" means goods, whether a single item or in bulk or contained in one parcel, package or Transport Unit, as the case may be, or any number of separate items, parcels, packages or Transport Units sent at one time in one load by or for the Customer from one address to one address;

"Dangerous Goods" means goods named individually in the Approved Carriage List issued from time to time by the Health and Safety Commission, explosives, radioactive material, and any other goods presenting a similar hazard, and any goods likely to harbour or encourage vermin or other pests or which are liable to taint or affect other goods or any goods which in the sole opinion of the Company are of a similar nature to the above;

"Direct Representative" means the Company acting in the name of and on behalf of the Customer and/or Owner with H.M. Revenue and Customs ("HMRC") as defined by Council Regulation 2193/92 or as amended;

"Exhibition Services" means the delivery of a Consignment consisting of an Exhibition Stand to and from an exhibition venue, and such additional services as listed in clause 10 as the Customer or Consignee may require;

"Exhibition Stand" means such goods and equipment which are to be used by the Customer, Consignee or Owner at an exhibition or similar event;

"Law" means any statutory provision, subordinate legislation, any rules or regulations made thereunder and the rules or recommendations made by any relevant or competent authority;

"Owner" means the owner of the Consignment and any other person who is or may become interested in the Consignment;

"Return Delivery" means, where Exhibition Services are being provided by the Company, the delivery of the Consignment to the Customer or Consignee or as they may direct, and which is to take place following the provision of the Exhibition Services; and

"Transport Unit" means packing case, pallet, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of goods by land, sea or air.

1.1 In this Agreement (except where the context otherwise requires):

1.1.2 any reference to a clause is to the relevant clause of this Agreement, any reference to a schedule is to the Schedule and any reference to an annex is to the Annex;

1.1.3 the clause headings are included for convenience only and will not affect the interpretation of this Agreement;

1.1.4 use of the singular includes the plural and vice versa;

1.1.5 use of any gender includes the other genders;

1.1.6 any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);

1.1.7 unless where the context otherwise requires, any reference to any Law will be construed as referring to such Law as amended and in force from time to time and to any Law which re-enacts or consolidates (with or without modification) any such Law.

1.2 If there is any conflict between the provisions of this Agreement and the provisions of the Schedule, the provisions of the Agreement will prevail.

2 Application

2.1 Except where the provisions of CMR apply, the Company contracts solely on the basis of this Agreement. Where the provisions of CMR apply, the Company's rights and obligations in relation to activities covered by CMR will be regulated by the provisions of that convention and this Agreement will apply to all other activities of the Company.

2.2 This Agreement incorporates the BIFA Conditions so long as the Company remains a member of BIFA. Where a conflict arises between a trading condition in the BIFA Conditions and a clause of this Agreement, the clause of this Agreement will take precedence. The Company shall notify the Customer if the Company ceases to be a member of BIFA.

3 The Company and Sub-Contracting

3.1 The Customer warrants that:

3.1.1 he is either the Owner or is authorised by the Owner to accept these terms and conditions on his and the Owner's behalf and that he has authority to deal with the Consignment and deliver the Consignment to the Company and permit the provision of the Services to them;

3.1.2 the Consignment is as described to the Company with regard to its nature, weight, quantity, condition and dimensions and that it is fit for storage, handling and carriage.

3.2 The Company shall be entitled to procure any or all of the Services as an agent for and on behalf of the Customer, or to provide those Services as a principal. When the Company acts as a principal for any Services, it shall have full liberty to sub-contract the Services to another carrier for the purpose of fulfilling the Agreement in whole or in part and the name of every other such carrier shall be provided to the Customer upon request.

3.3 The Company reserves to itself full liberty as to the means, route and procedure to be followed in the performance of any service provided in the course of business undertaken subject to these terms and conditions.

3.4 When the Company acts as an agent on behalf of the Customer, the Company shall be entitled, and the Customer hereby expressly authorises the Company, to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to fulfil the Customer's instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise.

3.5 The Company shall, on demand by the Customer, provide evidence of any contract entered into as agent for the Customer. Insofar as the Company may be in default of the obligation to provide such evidence, it shall be deemed to have contracted with the Customer as a principal for the performance of the Customer's instructions.

3.6 In all and any dealings with HMRC for and on behalf of the Customer and/or Owner, the Company is deemed to be appointed, and acts as, Direct Representative only.

3.7 The carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Company as agent of the Customer and shall be subject to the conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Company shall be under no liability whatever to whomsoever and howsoever arising in respect of such carriage provided that where the Consignment is carried partly by road and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Consignment was being carried by road unless the contrary is provided by the Company.

4 The Customer

4.1 The Customer warrants:

4.1.1 that the description and particulars of any Consignment or information furnished, or Services required, by or on behalf of the Customer are full and accurate; and

4.1.2 that any Transport Unit and/or equipment supplied by the Customers in relation to the performance of any requested Service is fit for purpose; and

4.1.3 that the Consignment has been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Consignment and the characteristics of the goods therein; and

4.1.4 that where the Company receives the Consignment from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the goods loaded therein, or thereon; and

4.1.5 that where the Company provides the Transport Unit, on loading by the Customer, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the goods loaded therein, or thereon.

4.2 Advice and Information, in whatever form it may be given, is provided by the Company for the benefit of the Customer only. The Customer shall indemnify the Company against all loss and damage suffered as a consequence of passing such advice or information onto any third party.

5 Dangerous Goods and goods requiring special handling.

5.1 Unless otherwise agreed, the Company will not accept or deal with Dangerous Goods. If Dangerous Goods are accepted by the Company, they must be classified, packed and labelled in accordance with the statutory regulations for the carriage by road of the substance declared. Transport Emergency Cards (Tremcards) or information in writing in the manner required by the relevant statutory provisions must be provided by the Customer in respect of each substance and must accompany the Consignment.

5.2 If Dangerous Goods are accepted by the Company in accordance with clause 5.1 above, but thereafter in the opinion of the Company, constitute a risk to other goods, property, life or health, the Company shall, where reasonably practicable, contact the Customer in order to require him to remove or otherwise deal with the Dangerous Goods, but reserves the right, in any event, to do so at the expense of the Customer.

5.3 Unless otherwise agreed, the Company will not accept or deal with goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, pets or plants. Should any Customer nevertheless deliver any such goods to the Company, or cause the Company to handle or deal with any such goods, otherwise than under such prior agreement, the Company shall have no liability whatsoever for or in connection with the goods, howsoever arising.

6 Loading and Unloading

6.1 Unless otherwise agreed in writing:

6.1.1 The Company shall not be under any obligation to provide any plant, power or labour, for loading or unloading of the Consignment other than that carried by the vehicle;

6.1.2 The Customer warrants that any special appliances required for loading or unloading the Consignment which are not carried by the vehicle will be provided by the Customer or on the Customer's behalf;

6.1.3 The Company shall be under no liability whatever to the Customer for any damage whatever, however caused, if the Company is instructed to load or unload any Consignment requiring special appliances which, in breach of the warranty in 6.1.2 above, have not been provided by the Customer or on the Customer's behalf; and

6.1.4 Subject to clause 10, the Company shall not be required to provide service before the loading of the Consignment at the instructed place of collection or to provide service after the unloading of the Consignment at the instructed place of delivery but if any such service is given by the Company it shall be at the sole risk of the Customer.

6.2 The Customer shall indemnify the Company against all claims and demands whatever which could not have been made if such instructions as are referred to in 6.1.3 above and such service as referred to in 6.1.4 above had not been given.

7 Signed Receipts

7.1 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 and the burden of proving the condition of the Consignment on receipt by the Company and the Consignment was of the nature, quantity or weight declared in the relevant document shall rest with the Customer.

8 Special Instructions Relating to Delivery

8.1 Unless otherwise agreed, any instructions relating to the delivery or release of the Consignment in specified circumstances (such as, but not limited to, against payment or against surrender of a particular document) are accepted by the Company, where the Company has to engage third parties to effect compliance with the instructions, only as agents for the Customer.

8.2 Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other person, on receipt of evidence of proper demand by the Company, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other person, the Customer shall remain responsible for such freight, duties, charges, dues, or other expenses.

8.3 The Company shall not be under any liability in respect of such arrangements as are referred to under clauses 8.1 and 8.2 hereof save where such arrangements are made in writing, and in any event, the Company's liability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in clause 16 of this Agreement.

9 Transit

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

9.2 Where Exhibition Services are being provided, transit in relation to any Return Delivery shall commence when the Exhibition Stand has been re-packaged in its Transport Unit ready for loading.

9.3 Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the instructed place of delivery within the customary cartage hours of the district, provided that;

9.3.1 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 if so previously agreed in writing) of the arrival of the Consignment at the Company's premises has been sent to the Consignee; and

9.3.2 when for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Company 'to await order' or 'to be kept till called for' or upon any like instructions and such instructions are not given or the Consignment is not called for and removed within a reasonable time, then transit shall be deemed to end.

10 Exhibition Services

10.1 Where the Consignment consists of an Exhibition Stand and the Services include Exhibition Services, the Company shall:

10.1.1 if requested in writing by the Customer or Consignee, unpack the Consignment at the delivery location, being the exhibition venue, and assemble the Exhibition Stand at the stand location as indicated by the Customer or Consignee;

10.1.2 if requested in writing by the Customer or Consignee, disassemble the Exhibition Stand following notification to it from the organisers of the exhibition or the Customer or Consignee that the exhibition has ended and the Exhibition Stand is to be removed from the exhibition venue.

10.2 The Company shall provide limited supervision of the Exhibition Stand whilst it is being unpacked, assembled, disassembled or re-packaged for Return Delivery but shall not be liable for any loss (or theft) of or damage to:

10.2.1 any items from the Exhibition Stand;

10.2.2 the Exhibition Stand itself; or

10.2.3 any part of the Exhibition Stand, after transit has ended in accordance with clause 9.3, or in relation to Return Delivery before transit has begun in accordance with clause 9.2, unless such loss or damage is due to the negligence of the Company, its servants, agents or sub-contractors.

11 Insurance

11.1 The Customer shall be responsible for insuring the Consignment as it considers appropriate in respect of the risks of loss or damage as borne by its pursuant to Clauses 14 and 16.

11.2 No insurance will be effected by the Company unless otherwise agreed in writing by the Customer and accepted in writing by the Company, and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance policy in respect of the Consignment, but may declare it on any open or general policy held by the Company.

12 Undelivered or Unclaimed Consignments

12.1 If the Customer, Consignee or Owner fails to take delivery of the Consignment at the appointed time and place or where the Company is unable for any reason to deliver a Consignment to the Consignee or as he may order, or where by virtue of the proviso to clause 9.1 above transit is deemed to be at an end, the Company shall be entitled to store the Consignment, or any part thereof, at the sole risk of the Customer, Consignee or Owner. The Company's liability in respect of the Consignment and its carriage shall cease in all respects. The Company's liability, if any, in relation to storage, shall be governed by these terms and conditions. All costs incurred by the Company as a result of the failure to take delivery shall be deemed to be freight earned and such costs shall be paid by the Customer on delivery.

12.2 If the Consignment is stored by the Company pursuant to clause 12.1 above and the Customer fails to collect the Consignment or arrange for its delivery to a specified location within a reasonable time, the Company may sell the Consignment, and once the Company accounts for payment or tender of the proceeds to the Customer 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, the Company shall (without prejudice to any claim or right which the Customer may have against the Company otherwise arising under these terms and conditions) be discharged from all liability (if any) in respect of the storage of the Consignment provided that:

12.2.1 the Company shall do what is reasonable to obtain the value of the Consignment; and

12.2.2 the power of sale shall not be exercised where the name and address of the sender or of the Consignee is known unless the Company shall have done what is reasonable in the circumstances to give notice to the sender or, if the name and address of the sender is not known, to the Consignee that the Consignment 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 Consignment is taken away or instructions are given for its disposal.

12.3 The Company shall be entitled at the expense of the Customer and without prior notice to dispose of or deal with any goods in the Consignment which have perished, deteriorated, or altered, or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company, or third parties or to contravene any applicable laws or regulations.

13 Company's Charges

13.1 The Company's charges, including the Price, shall be payable by the Customer without prejudice to the Company's rights against the Consignee or any other person provided that when any Consignment is consigned 'carriage forward' the Customer shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by the Company for payment thereof.

13.2 Charges shall be payable when due which in the absence of agreement shall be 30 days after the date on which the invoice is sent to the Customer. The Customer shall not be entitled to make any deduction, reduction or deferment on account of any dispute claim, counterclaim or set-off.

13.3 Interest at 8% per annum above the base rate for the time being of the Bank of England will be charged on all overdue accounts calculated from the due date for payment until the date of actual payment.

13.4 The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations automatically retained by, or paid to, freight forwarders.

14 Liability for Loss and Damage

14.1 The Customer shall be deemed to have elected to accept the terms set out in clause 14.2 unless, before the transit commences, the Customer has agreed in writing that the Company shall not be liable for any loss or mis-delivery of or damage to or in connection with the Consignment however or whenever caused and whether or not caused or contributed directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or sub-contractors.

14.2 Subject to this Agreement the Company shall be liable for:

14.2.1 physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones comprising the Consignment only if:

(a) the Company has specially agreed in writing to carry any such items; and
(b) the Customer has agreed in writing to reimburse the Company in respect of all additional costs which result from the carriage of the said items; and

(c) the loss, mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Company, its servants, agents or sub-contractors;

14.2.2 physical loss, mis-delivery of or damage to any other goods comprising the Consignment unless the same has arisen from:

(a) an act of God;

(b) any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, terrorist act, military or usurped power or confiscation, requisition, or destruction or damage by or under the order of any government or public or local authority;

(c) seizure or forfeiture under legal process;

(d) error act, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by servants or agents of either of them;

(e) inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Consignment;

(f) insufficient or improper packing;

(g) insufficient or improper labelling or addressing;

(h) riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;

(i) the Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered;

(j) any cause or event which the Company is unable to avoid, and the consequences of which the Company is unable to prevent by the exercise of reasonable diligence.

14.3 Except where the Company has previously agreed in writing, the Company accepts no responsibility with regard to any failure to adhere to agreed departure or arrival dates and times of any Consignment.

14.4 The Company shall not in any circumstances be liable for loss or damage arising after transit is deemed to have ended within the meaning of clause 9.3 above, whether or not caused or contributed directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or sub-contractors.

15 Fraud

15.1 The Company 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, or the servants or agents of either, in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Company or of any servant of the Company acting in the course of his employment.

16 Limitation of Liability

16.1 The agreed levels of liability stated below have been taken into account by the Company in its calculation of the Price. Accordingly, it is reasonable and consistent with the agreement between the parties that the liability of the Company is limited as provided below.

16.2 Except as otherwise provided in this Agreement, the liability of the Company in respect of claims for physical loss, mis-delivery of or damage to goods comprising the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of:

16.2.1 the value of the goods actually lost, mis-delivered or damaged; or

16.2.2 the cost of repairing any damage or of reconditioning the goods; or

16.2.3 a sum calculated at the rate of £1,300 Sterling per tonne and pro rata for any part of a tonne on the gross weight of the goods actually lost, mis-delivered or damaged;

and the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the Owner at the commencement of transit, and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those goods provided that:

- (a) in the case of loss, mis-delivery of or damage to part of the Consignment the weight to be taken into consideration in determining the amount to which the Company's liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;
 - (b) nothing in this clause shall limit the liability of the Company to less than the sum of £10;
 - (c) the Company shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, mis-delivered or damaged;
 - (d) the Customer shall be entitled to give the Company written notice to be delivered at least seven days prior to commencement of transit requiring that the £1,300 per tonne limit in clause 16.4 above be increased, but not so as to exceed the value of the Consignment, and in the event of such notice being given the Customer shall be required to agree with the Company an increase in the carriage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue to apply.
- 16.3 The Company shall not be liable in respect of indirect or consequential loss or damage however arising and including (but without limitation) loss of market share, profits, goodwill or reputation.
- 16.4 The liability of the Company in respect of claims for any other loss whatsoever and howsoever arising in connection with the Consignment, shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless:
- 16.4.1 at the time of entering into the Agreement with the Company the Customer declares to the Company a special interest in delivery in the event of physical loss mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest; and
- 16.4.2 at least seven days prior to the commencement of transit the Customer has delivered to the Company written confirmation of the special interest, agreed time limit and amount of the interest.
- 17 Indemnity to the Company**
- 17.1 The Customer shall indemnify and hold harmless the Company against:
- 17.1.1 all liabilities and costs incurred by the Company (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses and loss of or damage to the carrying vehicle and to other goods carried) by reason of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of the Consignment or fraud as in clause 15;
- 17.1.2 all claims and demands whatsoever (including for the avoidance of doubt claims alleging negligence), by whomsoever made and howsoever arising (including but not limited to claims made upon the Company by HMRC in respect of dutiable goods consigned in bond) in excess of the liability of the Company under this Agreement in respect of any loss or damage whatsoever to, or in connection with, the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Company, its servants, agents or sub-contractors;
- 17.1.3 all liability, loss, damage, costs and expenses whatsoever (including, without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Consignment) arising out of the Company acting in accordance with the Customer's instructions, or arising from any breach by the Customer of any warranty contained in these terms and conditions, or from the negligence of the Customer; and
- 17.1.4 without derogation from clause 17.1.3 above, any liability assumed, or incurred by the Company when, by reason of carrying out the Customer's instructions, the Company has become liable to any other party; and
- 17.1.5 all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the Company under this Agreement, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the Company, its servants, sub-contractors or agents; and
- 17.1.6 any claims of a general average nature which may be made on the Company.
- 17.2 Without prejudice to any rights under clause 5, where the Customer delivers to the Company, or causes the Company to deal with or handle a Consignment of Dangerous Goods, whether declared to the Company or not, he shall be liable for all loss or damage arising in connection with such Consignment, and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Consignment may be dealt with in such manner as the Company, or any other person in whose custody they may be at any relevant time, shall think fit.
- 17.3 The Customer undertakes that no claim shall be made against any director, servant, or employee of the Company which imposes, or attempts to impose, upon them any liability in connection with any services which are the subject of these conditions, and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.
- 17.4 Where liability arises in respect of claims of a general average nature in connection with the Consignment, the Customer shall promptly provide security to the Company, or to any other party designated by the Company, in a form acceptable to the Company.
- 18 Time Limits for Claims**
- 18.1 The Company shall not be liable for:
- 18.1.1 damage to the whole or any part of the Consignment, or physical loss, mis-delivery or non-delivery of part of the Consignment unless advised thereof in writing within seven days, and the claim is made in writing within 14 days, after the termination of transit;
- 18.1.2 any other loss unless advised thereof in writing within 28 days, and the claim is made in writing within 42 days, after the commencement of transit.
- 18.2 Provided that if the Customer proves that,
- 18.2.1 it was not reasonably possible for the Customer to advise the Company or make a claim in writing within the time limit applicable, and
- 18.2.2 such advice or claim was given or made within a reasonable time,
- 18.2.3 the Company shall not have the benefit of the exclusion of liability afforded by this clause.

18.3 The Company shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless suit is brought within one year of the date when transit commenced.

18.4 In the computation of time where any period provided by these terms and conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

19 Lien

19.1 The Company shall have a general lien against the Customer, where the Customer is the Owner for any monies due from the Customer to the Company at any time. If such a lien is not satisfied within a reasonable time, the Company may, at its absolute discretion sell the Consignment, or part thereof, as agent for the Customer and apply the proceeds towards the monies due and the expenses of the retention, storage, 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.

19.2 Where the Customer is not the Owner, the Company shall have a particular lien against the Owner, allowing the Company to retain possession, but not to dispose of, the Consignment against monies due from the Customer in respect of the Consignment.

20 Unreasonable Detention

20.1 The Customer shall be liable to pay demurrage for unreasonable detention of any vehicle, trailer, container or other equipment but the rights of the Company against any other person in respect thereof shall remain unaffected.

21 General

21.1 The failure or delay of the Company to exercise or enforce any right under this Agreement will not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

21.2 This Agreement constitutes the entire understanding between the parties as regards the relevant contract and supersedes and replaces all prior agreements, negotiations and discussions between the parties relating to it. The Customer confirms and acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

21.3 No variation of this Agreement is valid unless it is in writing and signed by or on behalf of each of the parties.

21.4 This Agreement will be binding on and enure to the benefit of the parties and their successors and assigns and no party may assign or transfer all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

21.5 Nothing in this Agreement is intended to or will operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party will have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21.6 No person who is not a party to this Agreement has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21.7 Neither party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party except as required by law or by any legal or regulatory authority.

21.8 If any provision of this Agreement is held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part will to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.

21.9 Any notice to be given under this Agreement will be in writing and will be delivered by hand, sent by first class post or sent by facsimile to the address of the other party set out in this Agreement (or such other address as may have been notified as the address for service by the party to be notified). Any such notice or other document will be deemed to have been served: if delivered by hand - at the time of delivery; if sent by post - upon the expiration of 48 hours after posting; and if sent by facsimile - at 9:00am on the next business day after the facsimile was dispatched.

22 Law and Jurisdiction

22.1 This Agreement shall be governed by and construed in accordance with English law and each party irrevocably submits to the exclusive jurisdiction of the English courts.

