

TERMS AND CONDITIONS OF CARRIAGE - MOGUL CAR & COURIER SERVICES LIMITED

- 1. DEFINITIONS**
 - 1.1 "The Company" means Mogul Car & Courier Services Limited whose registered offices are situated at 118 Ewell Road, Surbiton, Surrey KT6 6HA.
 - 1.2 "The Customer" means any person, company or body corporate (including their servants and agents) sending or receiving Goods by the Company's services.
 - 1.3 "The Goods" means any item accepted by the Company at any time from the Customer at one address for delivery to another address or addresses (including any Dangerous Goods as defined in Clause 5.3 below).
 - 1.4 "The Price List" means the price list of the Company for the time being in force.
 - 1.5 "The Rate" means the price rate for the type of transportation undertaken specified in the Price List.
- 2. SUB-CONTRACTORS**

The Company shall be entitled to sub-contract the performance of the whole or part of the Contract with the Customer without prior notice to the Customer.
- 3. SCOPE**
 - 3.1 No contract shall come into existence until the Customer's order incorporating only these terms and conditions have been accepted by an authorised representative of the Company or in writing to the Company.
 - 3.2 No variation of these conditions shall be effective unless made in writing and signed by an authorised representative of the Company.
 - 3.3 Unless the Company is notified to the contrary by the Customer when requesting the service of the Company, and any orders placed with the Company shall be deemed to have been placed with authority of the person entitled to place the same on behalf of the Customer.
 - 3.4 These Terms subject to and together with any variation agreed in writing between the Company and the Customer shall constitute the entire contract between the Company and the Customer shall override or supersede any previous agreement or arrangement any inconsistent terms implied by law or by trade custom, practice or course of dealing between the Company and the Customer and in particular shall operate to the exclusion of any terms and conditions at any time referred to or purportedly imposed by the Customer. On acceptance by the Company of any Goods the Customer shall be deemed to have accepted these Terms.
 - 3.5 If any provisions of these Terms and Conditions at any time conflict with the provisions of any other Terms and Conditions of carriage the provisions of these Terms and Conditions shall prevail.
- 4. CUSTOMERS OBLIGATIONS**
 - 4.1 The Customer Shall:
 - 4.1.1 Securely pack all Goods so as to render them wind and watertight.
 - 4.1.2 Place the name and address of the person to whom the Goods are to be delivered on the Goods in a permanent irremovable form in clear letters or characters.
 - 4.1.3 Notify the Company in writing when the replacement or compensation value of the Goods exceeds £100.00 (one hundred pounds) before carriage.
 - 4.1.4 Notify the Company in writing if the Goods comprise of jewellery, precious metals, dangerous chemicals, pharmaceutical products, firearms or explosives.
 - 4.1.5 Ensure that an authorised person is available at the place at which the Goods shall be delivered to receive the same
- 5. WARRANTIES**
 - 5.1 The Customer warrants that at the time of delivery:
 - 5.1.1 The Goods are fit to be carried and the unencumbered property of the Customer.
 - 5.1.2 He has the necessary authority to transport the Goods.
 - 5.1.3 The Goods do not constitute or contain any goods which are specified in the Special Classification of Goods issued by the British Railways Board or goods of similar nature or which present a comparable hazard ("Dangerous Goods") or any substance the possession, storage or delivery of which is a criminal offence or a breach of the provisions of any relevant statute regulation or by-law under the laws of any part of the United Kingdom or of any jurisdiction to or through which the Goods are to be delivered or in which they may be stored.
- 6. THE RIGHTS OF THE COMPANY**
 - 6.1 The Company shall be entitled (but not be obliged) to:
 - 6.1.1 Inspect the Goods sent to carriage.
 - 6.1.2 Reject the carriage of any Goods for any reason that it shall think fit.
 - 6.1.3 Abandon the carriage of any Goods during the course of transit on account of fault, packaging or the nature of the Goods carried when the description thereof has not been disclosed to the Company.
 - 6.2 The Company shall not be under any obligation to repackage or re-address any Goods, nor to forward the same once they have been abandoned.
 - 6.3 The Company will not carry dangerous, hazardous, combustible or explosive materials, gold and silver bullion, platinum and other precious and semi-precious stones including commercial carbons or industrial diamonds. Currency (paper or coin) of any nationality, negotiable securities, stocks, bonds, certificates, un-cancelled postage or revenue stamps, war saving or thrift stamps. Blank or endorsed blank cashiers cheques, money orders or travellers cheques, letters, antiques, pictures, livestock, pets, perishables or plants and in the event that any Customer should consign such items with the Company, the Customer shall indemnify the Company for all claims, damages and expenses arising in connection therewith and the Company shall have the right to deal with such items as it shall see fit, including the right to abandon carriage of the same immediately upon the Company having knowledge that such items infringe these conditions. The right to inspection referred to in this clause 6, shall also apply for the purpose of this sub-clause.
 - 6.4 The Company shall not be under any obligation to provide any plant, equipment, machinery, power of labour, which may be required for loading or unloading the Goods at the collection address or the delivery address.
 - 6.5 Any assistance given by the Company beyond the usual beyond the usual act of collection or delivery (including without prejudice to the generality of the foregoing the provision of plant, machinery, equipment, power or labour for loading or unloading at the collection or delivery address) shall be at the sole risk of the Client who will indemnify the Company against any damage, expense, loss, costs, claims or demands (including without limitation damage to the Goods or to any property of the Customer, the Company, any third party whether or not arising out of the negligence of the Company its employees, sub-contractors or agents) arising directly or indirectly from the provision of such assistance.
- 7. PRICES**
 - 7.1 Deliveries undertaken by the Company on behalf of the Customer shall be in accordance with the appropriate rate set out in the Price List of the Company which the Company may vary from time to time without notice to the Customer but which is available for inspection at the Company's premises (and a copy will be provided on request) and the Price List shall be deemed to be inspected by the Customer whether or not actually inspected.
 - 7.2 Where an estimated mileage is less than actually travelled then the Company shall be entitled to charge an additional price up to such extra mileage at the current rate prevailing.
 - 7.3 In addition to any prices chargeable the Company shall be entitled to charge any "waiting time" in addition to its fixed charges in respect of any delay occasioned due to defective packaging or addressing of any Goods or the obtaining of any signature or dispatches or any receipt or any other waiting time.
 - 7.4 Where the price estimate is based upon motorcycle carriage and the Company subsequently determines that the Goods are such as to require carriage by motorcar or van then the Company shall be entitled to charge at the scale applicable to such vehicle as set out in the Price List.
 - 7.5 Where the Company has given an estimate for the carriage of Goods that estimate shall only be valid provided that the same conditions or information given at the time the estimate was made are still applicable to the carriage of Goods.
 - 7.6 Where the Company has agreed a preferential rate with the Customer upon expiry of the time period agreed for the application of that preferential rate the Company shall revert to the charges specified in the Price List.
- 8. PAYMENT**
 - 8.1 Payment must be made within 14 days of the invoice date in Pounds Sterling unless otherwise agreed in writing.
 - 8.2 If payment is not made within 30 days of the invoice date then:
 - 8.2.1 The Company may charge interest at a rate of 4% above the base rate of Natwest Bank Plc from time to time in force from the date of the invoice to the date of payment.
 - 8.2.2 All sums shall immediately become due for payment; and
 - 8.2.3 Credit facilities shall immediately be withdrawn.
 - 8.3 Any invoice queries must be raised in writing within 14 days of the date of the invoice. For the avoidance of doubt the Customer shall pay all sums not in dispute in accordance with clause 8.1 otherwise interest in accordance with clause 8.2 shall be applied to any outstanding sum not in dispute.
 - 8.4 No payments due to the Company from the Customer shall be withheld by the Customer in respect of any claim or alleged claim by the Customer howsoever arising and whether by way of set-off, counterclaim or otherwise.
 - 8.5 The Company may at its absolute discretion withdraw credit facilities at any time.
 - 8.6 The Customer agrees to indemnify the Company for all costs and expenses including legal fees and expenses in respect of the recovery or any outstanding amounts due under this contract.
- 9. MODE OF TRANSPORT OF GOODS**

The Company shall not be obliged to adopt any particular mode of transport for the Goods or to take any particular route and shall not be liable for any delay on account of the mode of transport the route taken or the traffic and weather conditions. The Company reserves the right to carry the Goods by successive carriers and according to the Company's or the carrier's own handling, storage and transportation methods.
- 10. LIABILITY OF THE PARTIES**
 - 10.1 Employees or sub-contractors of the Company are not authorised to make any verbal representations with regard to the carriage of any Goods. If any such representation or opinion is expressed verbally and it materially affects the Customer's decision to place the order for the delivery of Goods, the Customer should ensure that such details are confirmed in writing by a duly authorised representative of the Company. No liability can otherwise be accepted.
 - 10.2 If any Goods have to be stored between the date and time of receipt by the Company and the delivery such storage shall be at the risk of the Customer.
 - 10.3 The Company gives no warranty nor makes any representation as to the time at which Goods shall be delivered.
 - 10.4 The Company accepts Dangerous Goods for carriage (as defined in clause 5.1.3) the Dangerous Goods will be carried subject to the following conditions:
 - 10.4.1 Previous arrangements shall be made with the Company for the carriage of such Dangerous Goods.
 - 10.4.2 at the time of tendering such Dangerous Goods for carriage the Customer shall supply to the Company a declaration in writing stating the exact nature of the Dangerous Goods.
 - 10.4.3 The Dangerous Goods shall be packed in accordance with any statutory regulations in force applicable to the carriage of the Dangerous Goods and any other specific requirements of the Company, which may be agreed and notified in writing to the Customer.
 - 10.4.4 The Customer will be responsible for any indemnity and keep indemnified the Company against any and all loss, damage and claims made against the Company or for which the Company may become liable in respect of injury to any person or damage to property arising from any non-compliance with any of the provisions of this cause unless the Customer proves that the loss, damage or injury is due to the negligence or wilful misconduct of the Company.
 - 10.5 The liability of the Company under these conditions shall be limited to the payment by the Company by way of damages of a sum not exceeding £100.00 or its equivalent per consignment. For the purpose of establishing the amount of the Company's liability under this clause the value of the Goods shall be ascertained by reference to its replacement or reconstruction value at the time and place of shipment without reference to its commercial utility to the Customer and other items of consequential loss.
 - 10.6 The Company shall under no circumstances be liable for any indirect consequential loss or loss of profit by the Customer or damage incurred by the Customer or any third party. The parties agree that consequential loss shall be deemed to include without restriction commercial, financial or other direct loss of interest and utility.
 - 10.7 The Company accepts no liability for the loss or damage howsoever caused of any Goods which comprise in whole or in part cash or currency, cheques, bankers drafts or any denomination whether English or foreign.
 - 10.8 The Company shall not in any case be liable in respect of any loss or damage to any Goods that cannot be carried within lockable equipment normally provided by any vehicle requested by the Customer from the Company for delivery of such Goods or if the Goods are not properly packed or prepared for transit in parcels, envelopes or packages suitable for transit of goods, items or matters of a nature comprising the Goods or any part thereof in accordance with clause 4.
 - 10.9 The Company shall be entitled to receive written evidence to its reasonable satisfaction of the value of any Goods damaged or lost.
 - 10.10 The Company shall not be liable for any loss, damage or delay suffered by reason of:
 - 10.10.1 The failure of the Customer to address the Goods correctly or at all, or
 - 10.10.2 By inadequate or inappropriate packaging, or
 - 10.10.3 Delivery of the Goods in good faith at the delivery address to a person claiming to be the correct recipient, addressee or his or its employee, sub-contractor or agent, or
 - 10.10.4 Any breach of the obligations of the Customer in clause 4.5 and 10.4 above, or
 - 10.10.5 The inability of the Company to perform its obligations due to any circumstance beyond the reasonable control of the Company including (without prejudice to the generality of the foregoing) any strike, lockout, state of hostilities or climatic conditions.
 - 10.11 The Company shall not be liable for any loss of or damage to goods unless a claim is made upon the Company in writing:
 - 10.11.1 Within two days after the date of despatch of the Goods and supporting documents are supplied to the Company to support such a claim within fourteen days after the date of despatch of the Goods, or
 - 10.11.2 In the case of loss, mis-delivery or non-delivery within twenty-eight days of acceptance by the Company of the Goods concerned.
- 11. GENERAL**
 - 11.1 These Terms and Conditions shall be governed by the law of England and both parties submit to the exclusive jurisdiction of the English Courts.
 - 11.2 No third party shall acquire any rights under these Terms and Conditions.
 - 11.3 Unless we agree otherwise, you will not be entitled to cancel your instructions to us once we have started work on your behalf and any work undertaken or fees, expenses incurred up to the time of cancellation will be charged to you.
 - 11.4 Statements made in the Company's literature, save for the Terms and Conditions, are for guidance only and do not form part of any contract between the Company and the Customer.
 - 11.4.1 Any notice required to be given by either party to the other under these terms and Conditions shall be in writing addressed to the other party at its registered office or principle place of business and delivered or sent by first class post or facsimile transmission.
 - 11.4.2 Any such notice or document shall be deemed to have been served if delivered at the time of delivery or if posted at the expiration of forty-eight hours after the envelope containing the same shall have been put into the post or if sent by facsimile transmission at the expiration of twelve hours after receipt of the same has been automatically acknowledged to the sender thereof and in providing such service it shall be sufficient to prove that delivery was made or the envelope containing such notice or document as properly addressed and posted as a prepaid first class letter or that the facsimile transmission was properly addressed and acknowledged as in the case may be provided that a copy of such facsimile transmission is delivered or sent by post in the manner aforesaid within twenty-four hours of such facsimile being automatically acknowledged.