



***...trusted by professionals***

# Conditions of Carriage

**0800 856 2464**

**[topspeedcouriers.co.uk](http://topspeedcouriers.co.uk)**

Topspeed Couriers Limited, Registered Office:  
Unit 12, Ion Path, off Road Three, Winsford Industrial Estate, Winsford, Cheshire, CW7 3BX  
Registered in England No.2355055.

**CONTENTS** (Click on headings below)

- 1 PREAMBLE
  - 2 THE PARTIES
  - 3 WARRANTIES AND INDEMNITIES OF THE CUSTOMER
  - 4 LIABILITY OF THE COMPANY FOR LOSS MISDELIVERY  
DAMAGE OR DELAY
  - 5 DETERMINATION OF AMOUNT OF OUR LIABILITY FOR  
LOSS OR DAMAGE
  - 6 DANGEROUS GOODS
  - 7 DESPATCH AND RECEIPT OF GOODS
  - 8 LOADING AND UNLOADING
  - 9 MEANS OF TRANSPORT
  - 10 TRANSIT
  - 11 STORAGE
  - 12 CHARGES
  - 13 COMPUTATION OF TIME
  - 14 OTHER PUBLISHED REGULATIONS
  - 15 SERVICE OF NOTICES
  - 16 GOODS CONSIGNED IN BOND
  - 17 ZERO RATED GOODS FOR EXPORT
  - 18 DISPUTES
  - 19 CANCELLATIONS
- Appendix 1 - DEFINITIONS**

## **1 PREAMBLE**

- 1.1 The Company is not and does not contract as common carriers. It accepts goods for carriage only upon the condition that it is not a common carrier and upon the terms and conditions set out below.
- 1.2 All Consignments are accepted by the Company only upon these Conditions
- 1.3 These Conditions may only be waived, varied, or altered with the express written agreement of the Company's Managing Director by way of written service level agreement or by other formal documentation as the Managing Director considers appropriate.
- 1.4 For the avoidance of doubt, no other person employee, servant, agent, or subcontractor of the Company has the authority to waive vary or alter these Conditions.
- 1.5 These Conditions shall take precedence over any subsequent terms or conditions of trading that may be submitted by the Customer. For the avoidance of doubt any terms and conditions subsequently submitted by the Customer shall be void unless the conditions of sub-paragraph 1.3 above are complied with
- 1.6 If any future legislation is introduced which applies to the Conditions and is deemed to be incompatible with all or any part of the Conditions then they may be amended to the extent only that the incompatible condition is superseded to ensure full compliance with the legislation. The remainder of the conditions which are not affected by the change in legislation shall remain in full force.

## **2 THE PARTIES**

- 2.1 The Company may engage agents and/or sub-contractors to perform all or any part of the services which are the subject of the contract to be provided to the Customer.
- 2.2 The Company enters into the contract for itself and on behalf of such agents and/or sub-contractors as are referred to in paragraph 2.1, all of whom shall have the benefit of these Conditions and who shall be under no liability to the Customer or any of its employees or agents which is greater than or in addition to that of the Company under the Conditions. The Customer agrees that no claim shall be made against such agents and/or sub-contractors which exceeds the liability of the Company, as set out in the Conditions.
- 2.3 The servant's agents and/or sub-contractors of the Company shall be entitled to the benefits of all the provisions contained in these Conditions which exclude or restrict liability of any kind
- 2.4 If the Consignment or any part thereof is not the Customer's own unencumbered property the Customer shall be deemed for the purposes of the contract and these Conditions to be the agent of such owner or other interested party and warrants that it has the authority of all persons or entities owning or having an interest in the Consignment or any part thereof to enter into this contract and bind them as well as the Customer by these Conditions. The Customer shall indemnify the Company against any loss damage or claims made upon the Company by virtue of any want of authority of the Customer to enter into this contract on behalf of any party having an interest in the goods or any part thereof including any packaging materials
- 2.5 In entering into any contract with the Company the Customer agrees that it does not contract or deal as a Consumer notwithstanding any statutory or other definition of whatsoever nature to the contrary

### **3 WARRANTIES AND INDEMNITIES OF THE CUSTOMER**

- 3.1** The extent of the Company's responsibilities and liabilities are defined herein and the Customer shall indemnify and keep the Company indemnified from and against any and all claims, costs and demands of whatsoever nature and by whomsoever made and howsoever arising from negligence or otherwise in excess of the liability of the Company under these conditions arising directly or indirectly from the collection carriage storage and/or delivery of the Customers Consignment.
- 3.2** The Customer warrants to the Company that he is either the owner of the Consignment or he is authorised by the owner of the Consignment to accept the Conditions on the owner's behalf.
- 3.3** The Customer shall provide the following information to the Company at the time the order is placed with the Company:
- 3.3.1** a full description of the goods to form the Consignment including the nature, value, and weight of the goods; and
- 3.3.2** full and accurate details of the Consignee, including their full name, full address (including the postcode), a landline telephone number, a mobile telephone number and an email address.
- 3.4** In the event that the information set out in paragraph 3.3 is not provided in accordance with that paragraph, the Company shall have the right to refuse to collect the Consignment and charge a fee equal to the delivery charge.
- 3.5** In the event that all or any part of the Consignment is detained for customs purposes, the Customer shall be liable for such cost.
- 3.6** In the absence of written notice to the contrary given to the Company by the Customer at the time of delivery to the Company, the Customer warrants that all goods which form all or part of the Consignment have been securely packaged in packaging which is adequate for the transportation of the goods, taking into the account the weight, condition, material and nature of the goods and the period of time for which the goods will be in transit. The Company accepts no liability for any loss or damage which is caused partly or wholly due to the packaging provided by the Customer.
- 3.7** The Customer shall ensure that the Consignment is properly and safely secure and safe to be carried, stored and/or transported.
- 3.8** The Customer shall use packaging which ensures that the contents of the Consignment may not be accessed without a visible sign being left on the outside of the packaging.
- 3.9** The Customer warrants that the contents of the Consignment complies with all applicable legislation in respect of its nature, condition and packaging. To the extent that this is not the case and any cost is incurred in order to comply with the relevant legislation, such cost shall be borne wholly by the Customer.
- 3.10** The Customer agrees that it will not submit to the Company any Consignment containing verminous infested contaminated or condemned goods unless the Customer shall first have given to the Company in writing full details of the same and obtained the express written agreement of the Company to the submission of such Consignment
- 3.11** The Customer will be responsible for and will indemnify the Company against all losses damage and claims of whatsoever nature made upon the Company for which the Company may become liable arising from the tender of a consignment all or part of which consists of any verminous infested contaminated or condemned goods including loss and/or damage sustained by the Company to its own property and injuries or loss sustained by employees' servants and/or sub-contractors of the Company
- 3.12** The Customer shall indemnify the Company against 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 Condition 4.4.

## **4 LIABILITY OF THE COMPANY FOR LOSS MISDELIVERY DAMAGE OR DELAY**

Subject to these conditions the Company shall be liable for:

- 4.1** Physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones, computer chips (not forming part of a complete system) mobile phones, memory cards, spirits, cigarettes or tobacco products comprising the Consignment only if:
- (i) the Company has specifically agreed in writing to carry any such items; and
  - (ii) the Customer has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carriage and or storage of the said items; and
  - (iii) the loss, mis-delivery or damage is occasioned during transit or storage and is proved to be due to the negligence of the Company, its servants, agents, or sub-contractors.
- 4.2** Loss or mis-delivery of or damage to any part of a Consignment occurring during transit or storage as defined by these Conditions unless the Company shall prove to its satisfaction that such loss or mis-delivery or damage has arisen from:
- (a) Act of God including but not limited to storm tempest or flood
  - (b) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property by or under the order of any government or public or local authority, restraint of process (including administrative or government action)
  - (c) fire, lightning, or explosion
  - (d) seizure under legal process
  - (e) act default or omission of whatsoever nature of the Customer its servants or agents or of any person having interest in the goods
  - (f) inherent liability due to wastage in bulk or weight, latent defect, vice or natural deterioration of the goods or the materials in which they are packed
  - (g) insufficient or improper packaging
  - (h) insufficient or improper labelling or addressing
  - (i) riot civil commotion strikes lockouts stoppages or restraint of trade or labour from whatsoever cause, whether partial or general and whether or not the same shall have received if required official recognition of a Trade Union
  - (j) the failure of the Consignee to take or accept delivery within 48 hours of notice being given to the Customer or Consignee of the availability of the goods for delivery
- 4.3** Loss proved by the Customer to have been caused by delay in the carriage of the Consignment unless the Company proves to its satisfaction that such delay has arisen without negligence on the part of the Company
- 4.4** The Company shall not incur liability of any kind in respect of the Consignment where there has been fraud on the part of the Customer
- 4.5** Where goods are accepted by the Company for carriage or storage at the Owners risk the Company shall not be liable for any damage to the goods or delay arising out of such risk except upon proof by the Customer that the same was caused by the wilful misconduct of the Company
- 4.6** Save as aforesaid the Company shall be under no liability whatsoever in connection with any Consignment or any instruction given to the Company

## **5 DETERMINATION OF AMOUNT OF OUR LIABILITY FOR LOSS OR DAMAGE**

- 5.1 LIMITED LIABILITY** - If you do not provide a declaration of the value of your goods and/or where we have not agreed to accept the consignment on an "extended liability" basis pursuant to Condition 5.2 (below), our liability in respect of loss or damage is limited to the lesser of:
- (a) the cost of repairing any damage or of reconditioning the goods; or
  - (b) the value of the goods actually lost, mis-delivered or damaged; or
  - (c) a sum equal to the carriage charges paid to the Company
- 5.2 EXTENDED LIABILITY** - Where you provide us with a declaration of the value of your goods and we have agreed to accept the consignment on an "extended liability" basis (as agreed in writing by an officer of the Company prior to the transit commencing) and except as otherwise provided in these Conditions, our liability 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
- (a) the cost of repairing any damage or of reconditioning the goods; or
  - (b) the value of the goods actually lost, mis-delivered or damaged; or
  - (c) the sum of GBP 50,000.00
- 5.3** 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
- 5.4** If only part of a consignment suffers from physical loss, mis-delivery or damage, the value of the goods shall be determined as the proportion as to which the actual value of such part at the time and place of acceptance for carriage or storage bears to the whole consignment
- 5.5** The liability of the Company in respect of claims for delay shall not exceed a sum equal to the carriage or storage charges received by the Company in respect of the Consignment, and in respect of delay in carriage of part of the consignment shall be calculated proportionately to reflect the sum which the actual value of such part at that time and place of acceptance for carriage bears to the whole consignment
- 5.6** The Company shall not have any liability for any indirect or Consequential Loss arising from, or in connection with, the services supplied by the Company in respect of the Consignment. For the purpose of the Conditions, Consequential Loss includes, but shall not be limited to, pure economic loss, loss of profits, losses incurred by any third party, loss of revenue, loss of goodwill and reputation, loss of opportunity and/or loss of work.
- 5.7** The Company shall not in any event be liable: -
- (a) for loss or mis-delivery of the whole or any part of a Consignment or damage or delay to the whole or any part of a Consignment unless it is notified formally in writing by the Customer of a claim and the general nature thereof within 21 days of the end of transit of the consignment. For the avoidance of doubt any comment or note made on the Company's documents and/or any documentation provided by the Customer and/or received by the Company shall not suffice as formal notification for this purpose
  - (b) for damage of any description unless the damaged goods are made available for inspection by the Company or its appointed representative for a reasonable period following the submission of a claim
- 5.8** The Company shall not, in any circumstances, be liable for loss or damage of the Consignment arising following the end of transit. For the purpose of the Conditions, the end of transit shall mean the time at which the Consignment is tendered to the Consignee, whether or not the Consignment is accepted by the Consignee.
- 5.9** The Company shall in any event be discharged from all liability whatsoever in respect of the consignment unless legal proceedings are commenced within a period of time of one year from the termination of transit or in the case of loss mis-delivery or non-delivery of the whole consignment, from the expiry of the said 21 days referred to in sub-paragraph 5.6 above.

## **6 DANGEROUS GOODS**

- 6.1** The Customer confirms and warrants that it has complied with and will continue to comply with the conditions and requirements of the relevant laws and regulations for the carriage and transport of Dangerous Goods as set out in the definition contained in Appendix 1 to these Conditions including, but not limited to, the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 and all statutory amendments and additions to them, The Carriage of Dangerous Good (Amendment) Regulations 2019; The European Agreement Concerning the International Carriage of Dangerous Goods by Road; and The Ionising Radiation Regulations 2017.
- 6.2** The Customer shall provide the Company with full, precise, and correct identification of the goods to be contained in the Consignment in writing at the time of booking.
- 6.3** The Company shall have no liability unless, at the time of booking, the Company receives full, precise and correct identification of the goods in writing and has agreed to accept the same for carriage.
- 6.4** The Customer shall be responsible for ensuring that the goods are properly and securely packaged and clearly labelled with the identity of the goods and other relevant information as required by any legislation from time to time.
- 6.5** Where the Company accepts Dangerous Goods for carriage or storage the goods will be carried or stored subject to all the foregoing Conditions and subject also to any additional Conditions and/or requirements communicated by the Company to the Customer.
- 6.6** In case of non-compliance by the Customer with the conditions contained in this paragraph 6 the Customer shall be responsible for and fully indemnify the Company against any loss or damage or claims made against the Company arising out of the Customer's failure to comply with the said Conditions.
- 6.7** Further and in any event:
- (a)** the Company shall not have any liability whatsoever arising out of a breach by the Customer of the relevant rules, regulations, and laws in respect of the carriage and transport of Dangerous Goods.
  - (b)** the Customer will be responsible for and indemnify the Company against loss or damage and claims upon it for which it may be or become liable in respect of injury to persons or damage to property arising out of the carriage of the Dangerous Goods Consignment; and
- 6.8** The Company may at any time at the Customer's sole risk and expense return the whole or any part of the Dangerous Goods Consignment to the Customer (who shall receive it at once) or destroy or otherwise dispose of the whole or any part thereof if the Company is of the opinion that it is necessary or advisable to so do.

## **7 DESPATCH AND RECEIPT OF GOODS**

- 7.1 The Company shall use its reasonable endeavours to ensure that Consignments are collected and delivered in accordance with the time notified to the Customer, however, compliance with the estimated time of collection and delivery are not guaranteed and the Company and the Customer agree that such time frames are estimates only and time shall not be of the essence for the purpose of the Conditions.
- 7.2 The Company shall not be liable for late deliveries unless there is evidence of a period of 5 days from the date the goods were scheduled to be collected or delivered on
- 7.3 The Customer agrees that every Consignment and part of Consignment shall be appropriately addressed and packaged so as to ensure no loss damage or delay during normal conditions of carriage. Except where otherwise agreed every Consignment shall be accompanied by a consignment note containing such particulars as the Company may reasonably require
- 7.4 In the event that Consignments are to be collected from a Customer, the Customer shall provide appropriate equipment and labour for loading the Consignment.
- 7.5 The Company shall if reasonably required sign or otherwise acknowledge a document prepared by the Consignor and/or Consignee acknowledging receipt and/or delivery 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 or delivered by the Company
- 7.6 Unless upon receipt of the Consignment the Customer notifies the Company in writing of any loss or damage to the goods and the general nature thereof in accordance with the provisions of paragraph 5 above the Company is deemed to have delivered the Consignment prima facie in the same order and condition as when received by them

## **8 LOADING AND UNLOADING**

- 8.1 It is the Customer's responsibility to ensure that on collection or delivery of a Consignment at the premises of a Consignor or Consignee appropriate equipment, power or labour is made available for loading or unloading the Consignment and the Company accepts no responsibility for provision of the necessary equipment power or labour
- 8.2 It is the Customer's responsibility to ensure that on collection or delivery of a Consignment at the premises of a Consignor or Consignee appropriate supervision is given during the process of loading or unloading the Consignment and the Customer accepts full responsibility for such supervision
- 8.3 Any assistance given by Company's employees and agents in the loading and unloading at the place of collection or delivery is strictly subject to the provisions of sub-paragraphs 8.1 and 8.2 above and the Company shall not be liable for any loss or damage howsoever caused including negligence attributable to any assistance given by its employees or agents and the Customer shall indemnify the Company against any claims made against the Company as a result of any such assistance given
- 8.4 Consignments or part thereof requiring special appliances for unloading from a road vehicle are accepted for carriage only on the condition that the Customer has duly ascertained from the Consignee that such appliances are available at the destination. Where the Company is called upon to load or unload consignments or part thereof for which special appliances are required, the Company shall be under no liability whatsoever to the Customer for any damage howsoever caused, whether or not by the negligence of the Company and the Customer shall be responsible for and indemnify the Company against any damage or liability which the Company may suffer or incur either itself or in respect of loss damage or injury suffered by the Company's employees or any third party
- 8.5 In the case of Dangerous Goods (properly booked in accordance with these terms) the responsibilities in respect of packaging, loading, and unloading shall be shared in accordance with the relevant statutory regulations



## 9 MEANS OF TRANSPORT

- 9.1 Consignments accepted by the Company for carriage may be carried by such means of transport and by such route as the Company thinks fit and these conditions shall apply to whatever means or routes by which the Consignments are carried
- 9.2 In the event of a Consignment being carried wholly or partly by water or air or rail the conditions of carriage of the water air or rail carrier which carries the Consignment shall apply in the event of any liability arising in connection with the carriage of the consignment by water air or rail.

## 10 TRANSIT

- 10.1 Transit begins when the Consignment is handed to or collected by the Company for carriage
- 10.2 Transit shall be suspended when.
- (a) the goods are held by the Company at some place other than the destination at the request of or for the convenience of the Customer or because the Customer or Consignee refuses or is unable to take delivery at the destination or
  - (b) the goods are detained for customs purposes
  - (c) some other event or force beyond the control of the Company intervenes to prevent the delivery of the Consignment to the Consignor
- 10.3 Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the agreed place of delivery within the customary delivery hours of the Consignee or at such time or place as may be agreed between the Company and the Customer
- 10.4 the Company shall be entitled to raise a charge in respect of any wasted or needless journeys made in attempting to effect delivery of the Consignment

## 11 STORAGE

- 11.1 The Company will store the Consignment during suspension of transit as defined in paragraph 10 above (unless otherwise agreed). All storage shall be subject to the terms and limitation of liability set out in these Conditions including the limits on liability set out at paragraphs 4 and 5 above.
- 11.2 In addition, and in any event the Company shall not be liable for any Consignment or part of any Consignment in respect of which the Company has given notice that:
- (a) no suitable accommodation for storage is available; or
  - (b) the consignment is or has become in their opinion unsuitable for storage
- 11.3 The Company may at any time require the Customer to remove the Consignment and pay all charges thereon by giving the Customer 48 hours' notice of such requirement
- 11.4 In the event of the whole or any part of the Consignment not being removed within 48 hours, the Company may after giving a further 28 days' notice of their intention so to do sell the whole or any part of such Consignment and payment or tender of the proceeds of sale after deducting the expenses of sale and all other charges due in respect of the consignment shall (without prejudice to any outstanding claim which the Customer may have against the Company) discharge the Company from all liability in respect of the Consignment
- 11.5 Upon the Customer giving adequate prior notice to the Company will permit the Customer to enter upon the premises where the consignment is stored for the purposes of inspecting the same at any reasonable time during the normal hours of business
- 11.6 The Company shall not be liable for any loss or mis-delivery or damage or delay of whatever and howsoever arising in regard to storage unless a claim is made and proceeded with in accordance with the provisions of paragraph 5 of these Conditions

## 12 CHARGES

- 12.1 The Company's charges shall be payable by the Customer within 30 days of the date of the invoice
- 12.2 Should the charges not be paid within the period of 30 days then the Customer agrees to pay to the Company interest at the rate of 8% per annum from the date of the invoice
- 12.3 A claim, counter claim or set off shall not be made the reason for deferring or withholding payment of monies otherwise due to the Company
- 12.4 In the event of transit being suspended The Customer shall pay the Company's charges for the detention of the Company's vehicles or other equipment or for the use or occupation of other accommodation, whether before or after transit is suspended, unless the Customer proves that such detention or use or occupation has arisen from default of the Company
- 12.5 The Customer shall be responsible and liable to pay to the Company its costs in respect of any delay encountered as a result of the Company being prevented from effecting delivery of the goods for causes other than the Company's own negligence and shall pay to the Company its charges in respect of any frustrated or abortive journey occasioned other than by the Company's negligence
- 12.6 The Customer shall be liable to and responsible for all charges for services rendered by the Company on its behalf notwithstanding that the Customer may have appointed the Company as agent for certain purposes and that the Company may have agreed to collect some or all of such charges from a third party upon the Customer's behalf. The agreement of the Company to make application for payment from third parties shall not relieve the Customer of liability in the event of non-payment by such third parties
- 12.7 The Company shall be entitled to impose an appropriate charge for supplying any documents proving delivery requested by the Customer in respect of each Consignment
- 12.8 In the event of the Customer failing to comply with the provisions of sub-paragraph 12.1 above the Company shall be at liberty to commence legal proceedings for recovery of the unpaid monies

## 13 COMPUTATION OF TIME

In the computation of time where the period provided by these conditions is seven days or less, Saturdays, Sundays and public holidays shall not be included

## 14 OTHER PUBLISHED REGULATIONS

All goods are carried or stored subject also to any other applicable published by-laws or regulations relating to the services of the Company for the time being in force and in the event of conflict between such by-laws or regulations and these Conditions the said by-laws or regulations shall prevail

## 15 SERVICE OF NOTICES

Any notice to the Customer relating to any consignment or part thereof or required by or referred to in any of the provision of these Conditions shall be conclusively regarded as served on the Customer if the same has been sent by post to the Customer's last known address. Such service shall be treated for all purposes as having been effected on the Customer at the time when such notice would in the ordinary course of post have been delivered at the Customer's last known address

## **16 GOODS CONSIGNED IN BOND**

In respect of dutiable goods consigned in bond, the Customer will indemnify the Company against claims made upon it by the Commissioners of Customs and Excise, whether or not transit has been suspended or ended.

## **17 ZERO RATED GOODS FOR EXPORT**

The customer will indemnify the Company against any liability arising under Section 12 of the Finance Act 1972 or any statutory modifications or re-enactment thereof, in respect of a failure to export zero rated goods or to comply with any condition in relation to zero goods intended to be exported

## **18 DISPUTES**

- 18.1** Save with the exception of unpaid invoices which will be dealt with under the provision of paragraph 12 above, any dispute, difference or question which shall at any time hereafter arise between the Customer and the Company or their respective representatives touching any claims or counter-claims put forward on the part of the Customer against the Company in connection with or arising out of the contract or any extension thereof shall be referred to the arbitration of a single Arbitrator to be appointed by agreement between the parties from the panel of arbitrators registered with the Chartered Institute of Logistics and Transport. The cost of any such arbitration shall be in the discretion of the Arbitrator and the award of such Arbitrator shall be a condition precedent to any legal proceedings in a Court of Law in respect of any matters hereby agreed to be the subject of arbitration. The arbitration shall, unless otherwise agreed, be held in the town wherein the Company has its main administrative office
- 18.2** The Contract and these Terms and Conditions shall be construed and governed by the Laws of England and Wales.

## **19 CANCELLATIONS**

In the event the Customer cancels a delivery which has been confirmed by the Company and which cancellation occurs within 12 hours of the requested collection time or the time the vehicle has been despatched to collect the relevant Consignment, then the Company reserves the right to charge the full amount quoted for the relevant delivery.

## Appendix 1 - DEFINITIONS

**'Company'** means Topspeed Couriers Limited (company registration number 02355055), including its employee's servants or agents

**'Managing Director'** means Gillian Lockley, Managing Director of the Company, and her successor.

**'Conditions'** means the conditions of carriage between the Company and the Customer which are set out above and to which the Customer agrees to be legally bound.

**'Customer'** means the person, company or organisation who contracts with the Company to carry the goods on the terms set out in these Conditions. -

**'Consignment'** means any goods including a single item, separate units or in bulk, whether or not packed, boxed or in a container, for the purpose of carriage to the Consignee.

**'Consignor'** means the authorised sender of the Consignment (who may or may not be the Customer).

**'Consignee'** means the authorised recipient of the Consignment (who may or may not be the Customer).

**'Dangerous Goods'** means goods classified, packaged and consigned in accordance with the European Agreement Concerning the International Carriage of Dangerous Goods by Road, Ionising Radiation Regulations 2017, Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009, IATA Dangerous Goods Regulations 2011 (DGR), The Environmental Protection (Duty of Care) Regulations 1991, Waste (England and Wales) Regulations 2011 and any other relevant legislation or regulations together with any amendments thereto or any other goods which present a comparable hazard

**'Delay'** in the carriage of a Consignment shall be deemed to have occurred where delivery of the total consignment shall not have been completed after the expiration of 48 hours from the date when the delivery should have taken place

**'Sub-contractor'** means any person company organisation or entity whose service the Company engages or makes use of to perform the whole or any part of the services which are the subject of this contract