

## **Xpress Messenger - Couriers LLP**

(Company Registration No. OC351108)

### **Terms and Conditions**

## **AGREEMENT BETWEEN CARRIER AND CUSTOMER**

This agreement is effective from the date of signature between:-

Xpress Messenger Couriers LLP, Unit 4 Enterprise House, 4 Curtis Road, Dorking RH4 1EJ

and the customer - Company name .....

Company address .....

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Signature ..... Position..... Date .....

In consideration of the mutual covenants and promises set forth in this agreement, Xpress Messenger - Guildford LLP and the customer agree as follows:-

**Transportation of goods** - Xpress Messenger agree to deliver, the requested goods stated by the customer, to the name and address of the consignee, specified at the time of booking. If the consignee is not directly available, Xpress Messenger will attempt to deliver to an authorised representative of the consignee. In the event that neither are available, Xpress Messenger will contact the customer for further instructions.

**Transit** - Transit shall commence when Xpress Messenger LLP takes possession of the consignment and will be deemed to be completed once a signature is obtained.

### **Carrier's Charges** -

Xpress Messenger LLP charges shall be made in accordance with its current tariff. Invoices will be sent at least once every 30 days and are expected to be paid within the agreed time period. Xpress Messenger LLP, at its absolute discretion, may withdraw credit facilities at any time and the balance outstanding shall become due immediately on demand. Any queries relating to invoicing, must be raised to Xpress Messenger within 30 days of receipt of invoice.

Xpress Messenger LLP's tariffs are exclusive of any additional charges that may be incurred on behalf of the customer, examples of which include (but are not limited to) the weight and size of the consignment being more than advised by the customer, failed collection charges, waiting time, re-delivery, return to sender and, for International deliveries, any customs charges. Xpress Messenger LLP reserve the right to add any additional charges incurred to the customers' invoice.

Except where any quotation states otherwise, all quotations provided are based upon the distance to be travelled as well as the size / or weight of the consignment. Unless stated otherwise, all charges quoted are exclusive of Value Added Tax.

All sums due to Xpress Messenger LLP shall be paid without deduction, set-off or abatement and the customer shall not withhold or defer any payment on account of any claim or counterclaim and acknowledges that any such claim or counterclaim whatsoever by the Customer against Xpress Messenger LLP, must be subject to separate proceedings.

**Liability for Loss and Damage -**

The Customer shall be deemed to have elected to accept the Terms and Conditions set out in this document, unless previously agreed in writing, with Xpress Messenger LLP.

Xpress Messenger LLP shall not be liable in respect of any loss or misdelivery of, or damage to any consignment if the same has arisen from: an event that directly and exclusively results from the occurrence of natural causes that could not have been prevented by the exercise of foresight or caution; a traffic accident or:- any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, military or usurped power of confiscation, requisition or destruction of or damage to property by, or under, the order of any government or public or local authority. Xpress Messenger LLP does not hold any liability for consequential loss of any description.

**Goods in Transit Insurance - UK Sameday services** - Xpress Messenger have in place a goods in transit insurance for all UK sameday van courier deliveries up to the value of £50,000. Any additional insurance required should be requested at the time of booking, at which time, the customer will be informed of the additional cost. All packages must be adequately packed, for example, a computer cannot be sent without suitable packaging. Any insurance claims must be made within 7 days of the delivery date.

**Goods in Transit Insurance - International consignments** - Xpress Messenger are unable to provide insurance for International consignments.

**International Service** - Xpress Messenger can advise, at the time of the booking enquiry, the estimated transit time for International consignments. Once the consignments leave the United Kingdom, we rely on our third party contractors to keep us informed of any delays, and Xpress Messenger will, in turn, inform the customer of any such delays.

**Change of address notification** - The customer is responsible for informing Xpress Messenger of any change of address notifications prior to booking. Customer records will then be updated to ensure collection and delivery addresses are kept up to date. Should the customer fail to inform Xpress Messenger of a change of address, and collection or delivery is made to the incorrect address, the booking will be charged to the customer.

**Dangerous Goods Act** - Xpress Messenger vehicles are not insured to carry dangerous goods.

**People carriage** - Xpress Messenger will not undertake the carriage of passengers in any of its company owned or subcontracted vehicles for reward.

**Undelivered or Unclaimed goods** - If a delivery has been attempted, for example if a consignee is not in at the time of delivery, or a loading bay is closed at the time of delivery, Xpress Messenger will always inform the customer. The consignment will either be returned to the customer or a redelivery will take place upon the customer's agreement. In the event that a delivery has been unsuccessful, the charge to the customer will remain, together with the charge for redelivery or return, or both, if we are instructed

to do so.

**Cancellation** - Customers have a right to cancel any bookings made with Xpress Messenger. In the event of a cancellation, the customer may be liable to Xpress Messenger LLP for either a proportion of the cost / or up to and including the total cost of the booking and will be informed of this cost at the time of cancellation. Xpress Messenger should be notified of any cancellations by telephone or email as soon as possible.

**Fraud** - Xpress Messenger LLP shall not, in any circumstances be liable in respect of a consignment where there has been fraud on the part of the customer, or the owner of the consignment, or any part thereof.

**Government Regulation** - These Terms and Conditions and all contracts shall be governed by and construed in accordance with the Laws in England and any proceedings in relation thereto shall be subject to the exclusive jurisdiction of the English Courts.

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