

Overnight UK Courier Terms & Conditions

1 Definitions

- 1.1 **'Company'** means a third party courier dealing with the Customer as principal.
- 1.2 **'Agreement'** means these Conditions (and the documents referred to in them) and the Registration/ login Form. These Conditions, and any changes made to them, may be viewed and printed out at any time from our Website.
- 1.3 **'Internet'** means the global data network comprising interconnected networks using IP (Internet Protocol).
- 1.4 **'Registration Data'** means your name, geographic address, e-mail address, date of birth, and payment details.
- 1.5 **'Goods'** means any documents or items of any tangible property, including containers and packaging, consigned by the Customer from one address to another.
- 1.6 **'Customer'** means any individual, firm, body corporate, unincorporated association or any other body who engages the services of the Company and includes the Customer's employees, representatives, servants or agents.
- 1.7 **'Excluded Items'** means any Dangerous Goods and any substances, goods or items listed in section 6.9.2 from time to time, as being prohibited from inclusion on any Consignments by the Customer, see section 6.9.2
- 1.8 **'Specified Item'** means items stated to be specified items in section 6.9.2

2 General

- 2.1 Employees, agents and officers of the Company have no authority to make oral or written representations, warranties or promises about the Company's business or services which are inconsistent with these conditions and the Customer waives all rights which may otherwise arise in relying upon the same save where such representations, warranties or promises are made fraudulently. Only a Divisional Director of the Company has authority to vary these conditions and then only to the extent that the variation is expressed in writing to be a variation hereof.
- 2.2 The Company is not a common carrier; it may decline to provide services for such Customers and/or in relation to such Goods as the Company in its absolute discretion shall determine.
- 2.3 All invitations and quotations by the Company are based on the information provided by the customer. The Company will use its best endeavours to accurately advise third party charges including Customs and Embassy charges, but will not be liable where these are varied without its knowledge. The use of its services are given on the basis of prompt instructions given by the Customer and shall only remain open for instruction by the Customer for a period of seven days unless withdrawn, revoked or varied by the Company prior to instructions. The instructions of the Customer shall constitute an offer by the Customer to the Company to enter into contractual relations with it and such instructions once accepted by the Company shall give rise to a binding contract between the parties governed by these conditions and the Customer will pay the charges of the Company for the business required whether or not the Customer thereafter wishes to withdraw, revoke or vary those instructions or otherwise makes it impossible for the Company to perform its obligations hereunder unless, in any case, the Company otherwise agrees in writing.
- 2.4 All quotations are provided Exclusive of Value Added Tax or any local taxation.
- 2.5 The Customer acknowledges and agrees that provisions in these conditions excluding or restricting any liability of the Company or allowing the Company to perform obligations differently or not at all are reasonable having regard to, among other things, the existence of other suppliers of similar services available to it before entering into contractual relations with the Company.
- 2.6 Headings are for ease of reference only and do not affect the interpretation of these conditions.

3 Entire Agreement

- 3.1 All and any business undertaken, including any advice representation, or information given or service provided whether gratuitously or not by the Company is transacted subject to these conditions. Any Customer who objects to these conditions must prior to giving instructions inform the Company of the objections in writing and any such objection shall take effect only upon it being accepted in writing by a Divisional Director of the Company.
- 3.2 In matters of conflict between these conditions and any promotional brochures or other material of the Company these conditions shall prevail.

4 Company's Rights

- 4.1 The Company may subcontract all or any part of its business and/or services.
- 4.2 Subject to express written, receipted, instructions given by the Customer, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage, and transportation of Goods. In the event that the Customer provides such instructions and if in the opinion

of the Company it is at any stage necessary or desirable in the Customer's interests to depart from those instructions, the Company shall be at liberty to do so.

4.3 The Company may effect the physical delivery of the Goods at the address shown on the Goods thereon by presenting the same to any person as may appear to the Company to be authorised or competent to accept them on behalf of the addressee or the Company may leave the Goods at any place at the address aforesaid as may appear to it to be intended or suitable for this purpose and delivery in accordance with the foregoing shall in favour of the Company as against the Customer constitute sufficient performance of the Company's delivery obligation hereunder unless otherwise specifically instructed in writing by the Customer.

4.4 The Company may (but shall not be obliged to) require acknowledgement of delivery of Goods to be given at point of delivery and any such receipt if given by a person appearing to the Company to be authorised or competent in that regard shall in favour of the Company as against the Customer and the addressee constitute good receipt and shall be conclusive evidence of the fact of proper delivery of the Goods pursuant to these conditions.

4.5 The Company may retain the Goods in circumstances where it reasonable considers it to be inappropriate or impossible to effect delivery of the Goods to the addressee or to obtain acknowledgement of delivery satisfactory to it and to reasonable endeavour on some other occasion or occasions as soon as is reasonably practicable thereafter to deliver the Goods and/or issue to the Customer notice of their non-delivery and (without prejudice to the Company's right to claim payment of all sums that would be payable by the Customer were the delivery to have been achieved) the Customer undertakes to reimburse the Company all expenses reasonable incurred by it in connection therewith and to pay the Company its standard additional charges form time to time payable by its customers generally in any circumstances aforesaid.

4.6 Where the Company is unable to deliver Goods pursuant to condition 4.5 and the Goods are not claimed by the Customer within 28 days of notice of such non-delivery served on the Customer, the Company may destroy or sell the undelivered Goods as if the Company against the Customer and the purchaser were the absolute owner and to pass unencumbered title to the purchaser. The Company shall not be liable for any loss suffered or incurred by the Customer in respect of such destruction or sale and the Customer shall indemnify and hold harmless the Company in respect thereof.

4.7 The Company shall have general lien on all Goods supplied by the Customer in respect of the Company's charges for the carriage or storage of such Goods and for any other monies due from the Customer to the Company and in default of payment of any monies due to the Company from the Customer on any account whatsoever the Company may without notice to the Customer appropriate any Goods aforesaid and sell them as if the Company as against the Customer and the purchaser were the absolute owner and to pass unencumbered title to the purchaser provided that the Company will apply the proceeds of sale towards monies due from the Customer to it after appropriating to itself any reasonable expense of sale.

4.8 If the Customer (otherwise than through the Company) employs or engages the services directly or indirectly of any employee or independent contractor to the Company whose services at any time during 12 months before then shall have previously been supplied by the Company to the Customer the Company shall be entitled to charge a small fee to the Customer for the introduction of such employee or independent contractor equivalent to 15% together with Value Added Tax thereon of the final annual salary or earnings of such employee or independent contractor derived from the Company calculated by reference to the amount earned during the last month of employment or service and the Customer will pay the same on demand.

5 Customer's Obligations

5.1 The Customer warrants that it is either the owner or the authorised agent of the owner of the Goods and that it is authorised to accept and is accepting these conditions not only for itself but also as agent for and on behalf of all other persons who are or may thereafter become interested in the Goods.

5.2 The Customer shall ensure that the consignment will be sufficiently securely and properly packed and labelled, will be fit and safe to be carried or stored and will comply with all statutory or other regulations for carriage by road, air, rail or sea and for mechanical handling and sorting as may be in force or use from time to time.

5.3 The Customer warrants that the Goods do not comprise or include weapons, ammunitions, controlled drugs (within the meaning of the Misuse of Drugs Act 1971 or any statutory amendment of or substitution for that act) industrial chemicals, unlawful noxious dangerous hazardous inflammable or explosive items of any kind or any items which may not otherwise be collected carried stored or otherwise possessed delivered imported or exported into or from any country region or place without declaration license or other permission from any statutory or regulatory body. The Customer shall be liable for all loss or damage whatsoever and howsoever caused by to or in any connection with Goods described by this clause and without prejudice to the Company making claims on any basis for damages the Customer will indemnify and hold harmless the Company against all fines, penalties, actions, claims, damages, losses, costs and expenses whatsoever and howsoever arising in any jurisdiction in connection therewith. Without prejudice to any of the Company's other rights contained in these conditions Goods may be destroyed, abandoned, released, surrendered or otherwise dealt with at the sole discretion of the Company or by any other person in whose custody they may be at the relevant time without liability on the part of the Company to the Customer.

5.4 The Customer shall be responsible for arranging the Goods to be carefully checked immediately upon receipt by

the consignee or other recipient of the Goods.

5.5 Consignments found not to comply with 5.2, 5.3, 5.4, 5.6 maybe subject to addition surcharges or upgrades automatically.

5.6.1 The Company shall not be obliged to accept for carriage, any Dangerous Goods or Specified Items, in any Consignment under the Contract. The Customer may include Specified Items in the Consignment, but on the understanding that Specified items travel at the Customer's risk, and Condition 6.4 will apply;

Value of goods

If the customer is aware the goods shipped are of value, and fails to declare and or does not ask about or purchase 'enhanced cover' at the time of booking then the goods will be deemed to be shipped at the customers 'own risk'.

5.6.2 Perishable goods

For the avoidance of doubt the customer shall warrant and consider their understanding of the life expectancy of perishable goods. The company will not be responsible for the loss of goods due to delays or damage for perishable items unless the customer uses our Same Day service and/or purchases our 'enhanced cover'.

As all UK business use the 'Sale-of-goods-act 1979' as the basis of business we would like to point out the quote from this act below:

"Goods which have perished.

Where there is a contract for the sale of specific goods, and the goods without the knowledge of the seller have perished at the time when the contract is made, the contract is void.

Goods perishing before sale but after agreement to sell.

Where there is an agreement to sell specific goods and subsequently the goods, without any fault on the part of the seller or buyer, perish before the risk passes to the buyer, the agreement is avoided."

Therefore, as a carrier of these 'perishable goods' the liability will not be passed on to the company

6 Exclusions/Limitations of Liability

6.1 Except under special arrangements previously agreed in writing the Company will not accept or deal with any items set out in conditions **6.9.2 Excluded Items** and **Specified Items** (e.g. bullion, cash, precious stones, jewellery, valuables, glass products or other fragile items including portable computer equipment, antiques, pictures (excluding commercial artwork), livestock or plants). The Customer undertakes not to deliver any such items to the Company or cause the Company to handle or deal with any such items otherwise than after making special agreements aforesaid and save only to the extent the Company shall be under no liability whatsoever for or in connection with the Goods or any loss or damage thereto however arising. Notwithstanding any special agreement aforesaid the Customer will ensure that such Goods may be lawfully collected, carried, stored, delivered, exported and imported into or from any country, region or place without hindrance or undue delay and will indemnify and hold harmless the Company from all fines, penalties, actions, claims, damages, losses, costs and expenses whatsoever and howsoever arising in any jurisdiction that it may suffer or incur in consequence of any breach of any law or regulation permitted or procured by the Customer through acts or omissions of the Company in performing services in relation to the Goods.

6.2

(a) Instructions given to the Company by telephone otherwise than as to the identity of the Customer, the identity of Goods, the address for collection, the address for delivery, the value of the goods, if deemed valueable and the class of service requested shall give rise to no obligation or duty of care upon the Company whether or not those additional telephone instructions are in a whole or part performed or observed by the Company.

(b) In providing suggestions or opinions or advice as to means of transportation services available physical or legal circumstances of carriage or other guidance howsoever described at any time to assist the Customer to formulate instructions or otherwise the Company shall be deemed to so provide for information purposes only and without giving any representation warranty or promise and without having any duty of care to the Customer in respect thereof. The Company shall not be liable for any such information provided or any representation, warranty or promise made save where provided or made fraudulently.

6.3 The Company will use and apply all reasonable efforts and endeavours to effect delivery of Goods within a stipulated period of time as described in its marketing literature in force from time to time where in its opinion it is able to do so but in expressing any such opinion the Company undertakes no duty of care towards and shall not be liable to the Customer in respect of any failure to do so other than in accordance with these conditions.

6.4 It shall be the responsibility of the Customer to satisfy itself that any load that the customer wishes to have carried by the Company shall be suitable for conveyance in the vehicle or machine ordered by the Customer and provided by the Company and if the Customer accepts the vehicle or machine offered by the Company for the carriage of such load the Company shall have no liability whatsoever for any loss or damage to such load arising from the unsuitability of such vehicle or machine. The Carrier shall not have any Liability for any physical loss, mis-delivery of or damage to any Consignment consisting in part or entirely of **Excluded Items** or **Specified Items**.

- 6.5** Subject to condition 6.6 the Company shall have no liability in any circumstances for any lawful or unlawful detention of Goods or for any direct loss, damage or deterioration arising therefrom except where:
- 6.5.1** the Customer shall have specified to the Company the nature of the Goods and purpose of their transit and the Company through its Divisional Director shall have agreed in writing with the Customer a time schedule and specification in respect of the transit of the said Goods
 - 6.5.2** it shall be proved that such detention, delay, loss, damage or deterioration was directly due to the negligence of the Company.
- 6.6** Any claim for direct loss or damage made by the Customer resulting from any delayed delivery, misplaced delivery, non-delivery, other breach of contract negligence shall be notified in writing to the Company within our submission claim timetable condition 6.8. Subject to conditions 6.5, 6.7, 6.8 and 6.9 and except in respect of death or personal injury caused by the Company's negligence where any such claim is proven to be due to the fault or negligence of the Company, the Company's liability shall be limited as follows: -
- (a)** Where the Customer has accepted one of the guaranteed delivery services offered by the Company from time to time other than those specified in conditions (b) and (c) below the Company shall only be required to credit the Customer's account with the difference in value between the quoted charge for guaranteed delivery service selected by the Customer and the value of the actual service provided by the Company which credit shall be applied to the Customer's account with the Company;
 - (b)** where the Customer has selected the Same Day or other Couriers ground courier service within mainland Britain the Company's liability to the Customer in respect of any one consignment shall not exceed the value of Goods carried on such service or £13 per kg whichever is less and capped at £25;
 - (c)** Where the customer has selected Overnight service the Liability of the Carrier, Sub-Contractors and APC - Overnight in respect of claims for physical loss, mis-delivery of or damage to goods comprising the Consignment, howsoever arising, shall in all circumstances, subject always to the overall maximum Liability set out in Condition 6.6(c) (iii), be limited to the lesser of:
 - (i)** the value 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 the replacement cost to the Customer at the commencement of Transit, and shall include any Customs and Excise duties or taxes payable in respect of those goods); or
 - (ii)** the cost of repairing any damage to or reconditioning the goods; or
 - (iii)** a maximum of £25 in respect of a "Parcel Consignment", "Mail pack" (MP), "Courier pack" (CP) and "Lightweight Consignment" (LW) (each of the aforementioned terms being the names of APC's products, as specified on the APC Website) actually lost, mis-delivered or damaged, as set out in, and subject to Condition 6.6.1.
- 6.6.1** The Carrier's Liability under Condition 6.6(c) (iii), above shall be subject to the following:
- A) the maximum Liability to be taken into consideration shall be only the value of the good(s), or part thereof, actually lost, mis-delivered or damaged regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;
 - B) the Carrier shall be entitled to proof of the value of the whole of the Consignment and of any part which is alleged lost, mis-delivered or damaged;
 - C) the Carrier reserves the right to view any Consignment to which a claim is made by the Customer or Consignee within its original packaging. Failure to provide the original packaging will invalidate the claim.
- 6.7** We shall only consider loss or damage occurring within the geographical limits of Great Britain. For journeys outside these limits, liability shall be restricted to the amount of cover provided by the international agent, or carrier chosen, at the Carrier's discretion.
- 6.8** Claim timeline. When submitting a claim to the company claims team, there are timescales which need to be adhered to. Failure to claim in the timescales below and or provide correct evidence, when asked for, will void the claim. The timescale may vary depending upon the type of claim being submitted and the stage your claim is at: If you are making a damage/part loss claim, you have:
- 2 business days to submit a notification;
 - 8 business days to submit a claim, this is inclusive of the 2 business days.
- If claiming damage, we need photographs of the package label, the package, the item, and packaging/ protection of the item. Sales invoice and or cost invoice.
- If you are making a loss claim, you have:
- 8 business days to submit a notification
 - 15 business days to submit a claim, this is inclusive of the 8 days.
- If claiming damage, we need photographs of the package label, the package, the item, and packaging/ protection of the item. Sales invoice and or cost invoice.
- 'Business day' means any day other than a Saturday or Sunday or Public or Bank Holiday UK

6.9 Increased Liability Cover Cap

Except in relation to the items specified in Condition 5.6.1 & 5.6.2, the Carrier's, Sub-Contractor's and the company's liability in respect of each Consignment manifested on the Increased Liability Cover option shall be limited to the value declared by the Customer for that Consignment, or £3,000 (whichever is the lesser).

(b) Please refer to 6.8 for claim timelines of "Increased Liability" shipments.

Other Losses

Subject to the other provisions of this Condition 6, including the increased Liability cover cap in Condition 6(9), the Liability of the Carrier in respect of claims for any other loss whatsoever (including indirect, economic or consequential loss or damage and loss of market), 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;

(a) at the time of entering into the Contract with the Carrier the Customer declares to the Carrier 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

(b) at least two (2) Business Days prior to the commencement of transit the Customer has delivered to the Carrier written confirmation of the special interest, agreed time limit and amount of the interest.

6.9.2 Exclusions

The Carrier, its Sub-Contractors, and the company shall not in any circumstances have any Liability in respect of a Consignment, whether such Consignment has been delivered or not, where:

(a) there has been fraud on the part of the Customer, Consignee, or the employees or agents of any, in respect of that Consignment; or

(b) where there has been criminal activity on the part of the Customer, Consignee, or the employees or agents of any, in respect of that Consignment.

(c) Perishable food(s)

(d) Specified Items, see below

(e) Excluded Items, see below

Specified Items

- Acrylics
- Antiques
- Beer, wines, and spirits
- Bicycles that are not boxed
- Bullion
- Ceramics
- Cheques
- China
- Fiberglass
- Furniture unless in flat pack form
- Furs
- Gearboxes or any other mechanical part containing oil or invasive liquid, glass
- Inadequately packaged items
- Jewelry
- Living creatures
- Laptops, not in original packaging or no enhanced liability cover taken
- Memorabilia
- Money orders
- Money
- Perishables and other goods liable to spoil
- Perspex
- Plasma screens
- Porcelain
- Pottery
- Precious metals or precious stones
- Securities
- Stamps
- Television sets that are "non conveyable freight"
- Tickets
- Tobacco
- Vehicle parts that are not boxed
- Vouchers
- Watches
- Works of art

Excluded Items

- All Knives including cutlery and for craft, all types of Swords including decorative, Bladed articles, e.g. pizza cutters
- Ammunition
- Animals and livestock / carcass
- Any item which is illegal under UK law. Bicycles that are not boxed
- Bullion Crossbows Dry Ice Explosives Firearms Fireworks
- Furniture unless in flat pack form
- Gearboxes, or any other mechanical part if contains oil or invasive liquid Human remains or ashes
- Mattresses in plastic covers Money
- Vehicle parts that are not boxed
- Hot Food - Possible cross contamination

8 Data Retention & Erasure Policy - GDPR

The company recognises and understands that the efficient management of its data and records is necessary to support its core business functions, to comply with its legal, statutory, and regulatory obligations, to ensure the protection of personal information and enable the effective management of the organisation.

The Company only ever retains records and information for legitimate or legal business reasons and always comply fully with the UK data protection laws, guidance, and best practice.

Our Data Retention Policy and processes comply fully with the GDPR's fifth Article of 5 principles: - Personal data shall be kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject ('storage limitation').

We utilise 5 main classification types: -

1. **Unclassified** - information not of value and/or retained for a limited period where classification is not required or necessary
2. **Public** - information that is freely obtained from the public and as such, is not classified as being personal or confidential
3. **Internal** - information that is solely for internal use and does not process external information or permit external access
4. **Personal** - information or a system that processes information that belongs to an individual and is classed as personal under the data protection laws
5. **Confidential** - private information or systems that must be secured at the highest level and are afforded access restrictions and high user authentication

The classification is used to decide what access restriction needs to be applied and the level of protection afforded to the record or data. The classification along with the asset type, content and description are then used to assess the risk level associated with the information and mitigating action can then be applied.

Erasure

In specific circumstances, data subjects' have the right to request that their personal data is erased, however the Company recognise that this is not an absolute 'right to be forgotten'. Data subjects only have a right to have personal data erased and to prevent processing if one of the below conditions applies: -

Where the personal data is no longer necessary in relation to the purpose for which it was originally collected/processed
When the individual withdraws consent

When the individual objects to the processing and there is no overriding legitimate interest for continuing the processing,
The personal data was unlawfully processed

The personal data must be erased in order to comply with a legal obligation

The personal data is processed in relation to the offer of information society services to a child Where one of the above conditions applies and the Company received a request to erase data, we first ensure that no other legal obligation or legitimate interest applies. If we are confident that the data subject has the right to have their data erased, this is carried out by the Data Protection Officer in conjunction with any department manager and the IT team to ensure that all data relating to that individual has been erased.

Special category data

In accordance with GDPR requirements and Schedule 1 Part 4 of The Data Protection Bill, organisations are required to have and maintain appropriate policy documents and safeguarding measures for the retention and erasure of special categories of personal data and criminal convictions etc.

Our methods and measures for destroying and erasing data are noted in this policy and apply to all forms of records and personal data, as noted on our retention register schedule.

9 Assignment

Neither we nor you may transfer or try to transfer this Agreement or any part of it to anyone else, except that we may transfer our rights and obligations to another company.

If you have any questions about these T&C's please contact cs@glh.co.uk.