

AYA COURIER SERVICES – SUPPLIER TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Agreement	means the agreement which comes into existence between the Company and the Contractor and which is subject to these Terms and Conditions and will include any term or condition specified by the Company in any proposal it has published and which leads to an agreement between the parties hereto;
Business Day	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;
Company	AYA COURIER SERVICES LIMITED , Company No. 12971775, Registered Office 20-22 WENLOCK ROAD, LONDON, N1 7GU
Company Materials	means all and any equipment, including (but not by way of limitation) uniforms, vehicles, computer and IT based equipment, mobile communication devices, tracking devices, and all and any documents, information, items and materials in any form (whether owned by the Company or a third party), which are provided by the Company to the Contractor in connection with the Services;
Confidential Information	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
Contractor	means the individual or company agreeing to provide Services for the Company;
Customer	means any customer of the Company on whose behalf the Contractor is providing the Services or a customer or client of the Company's customer;
Date	means the date upon which the agreement between the Company and the Contractor came into existence;
Fees	means any and all sums due under the Agreement from the Company to the Contractor, as specified in Clause 8 or otherwise agreed between the Parties from time to time;

Goods	means all Customer products and/or goods together with any packaging or containers in which they are transported or stored for which the Contractor shall be responsible for providing the Services;
Purchase Order	means the purchase order provided by the Company to the Contractor requesting the Services;
Services	means the services to be provided by the Contractor to the Company in accordance with these Terms and Conditions or as detailed in any proposal published by the Company; and
Term	means the term of the Agreement as set out in Clause 10.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 references to “the Contractor” will, where the context so admits, include any director of the Contractor and any employee, agent, sub-contractor or representative of the Contractor;

1.2.5 a Schedule is a schedule to these Terms and Conditions;

1.2.6 a Clause or paragraph is a reference to a clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.7 a “Party” or the “Parties” refers to the parties to these Terms and Conditions.

1.2.8 The headings used in these Terms and Conditions are for convenience only and will have no effect upon the interpretation of these Terms and Conditions.

1.3 Words imparting the singular number will include the plural and vice versa.

1.4 References to any gender will include the other gender.

1.5 References to persons will include corporations.

1.6 The words and phrases in the left-hand column of the table at the head of these Terms and Conditions will have the meanings ascribed to them in the right hand column of that table.

(Hereinafter referred to as “the Carrier”) is not a common carrier and accepts goods for carriage only upon that condition and the Conditions as set out below. No servant or agent of the Carrier is permitted to alter or vary

these Conditions in any way unless expressly authorized in writing to do so by a Director, Principal, Partner or other authorized person. If any legislation is compulsorily applicable to the Contract and any part of these Conditions is incompatible with such legislation, such part shall, as regards the Contract, be overridden to that extent and no further.

1. Definitions In these Conditions: “Customer” means the person or company who contracts for the services of the Carrier including any other carrier who gives a Consignment to the Carrier for carriage. “Contract” means the contract of carriage between the Customer and the Carrier. “Consignee” means the person or company to whom the Carrier contracts to deliver the Consignment. “Consignment” means goods, whether a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages or containers sent at one time in one load by or for the Customer from one address to one address. “Dangerous Goods” means those substances and articles the carriage of which is prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) as applied in the United Kingdom, or authorized only under the conditions prescribed in accordance therewith. “In writing” includes, unless otherwise agreed, the transmission of information by electronic, optical or similar means of communication, including, but not limited to, facsimile, electronic mail or electronic data interchange (EDI), provided the information is readily accessible so as to be usable for subsequent reference. “Trader” means the owner of the Consignment, any other person having an interest therein and anyone acting on behalf of such owner or other person, including, as the case may be, the Customer, sender and Consignee.

2. Parties and Sub-Contracting (1) The Customer warrants that he is either the owner of the Consignment or is authorised by such owner to accept these Conditions on such owner’s behalf. (2) The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part and the name of every other such carrier shall be provided to the Customer upon request. (3) The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in (2) above and such other carriers’ servants and agents and every reference in these Conditions to “the Carrier” shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability to the Customer or any other party than is the Carrier hereunder. (4) Notwithstanding Condition 2(3) the carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Carrier 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 Carrier shall be under no liability whatsoever 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 proved by the Carrier.

3. Dangerous Goods Dangerous Goods must be disclosed by the Customer and if the Carrier agrees to accept them for carriage they must be classified, packed, marked, labelled and documented in accordance with the statutory regulations for the carriage by road of the substance declared.

4. Loading and Unloading (1) Unless the Carrier has agreed in writing to the contrary with the Customer: (a) The Carrier shall not be under any obligation to provide any plant, power or labour, other than that carried by the vehicle, required for loading or unloading the Consignment. (b) The Customer warrants that any plant, power or labour required for loading or unloading the Consignment which is not carried by the vehicle will be provided by the Customer or on the Customer’s behalf. (c) The Carrier shall be under no liability whatsoever to the Customer for any damage whatsoever, howsoever caused, if the Carrier is instructed to load or unload any Consignment requiring plant, power or labour which, in breach of the warranty in (b) above, has not been provided by the Customer or on the Customer’s behalf. (d) The Carrier shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the Carrier it shall be at the sole risk of the Customer. (2) The Customer shall indemnify the Carrier against all claims and demands whatsoever which could not have been made if such instructions as are referred to in (1)(c) of this Condition and such service as is referred to in (1)(d) of this Condition had not been given.

5. Signed Receipts The Carrier shall, if so required, sign a document or electronic record prepared by the sender acknowledging the receipt of the Consignment but the burden of proving the condition of the Consignment and its nature, quantity or weight at the time of collection shall rest with the Customer.

6. Transit (1) Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises. (2) Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address within the customary cartage hours of the district: Provided that: (a) 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 Carrier's premises has been sent to the Consignee; (b) when for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Carrier '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 also be deemed to end.

7. Undelivered or Unclaimed Consignments Where the Carrier 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 Condition 6(2) hereof transit is deemed to be at an end, the Carrier may sell the Consignment and payment or tender of the proceeds 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 shall (without prejudice to any claim or right which the Customer may have against the Carrier otherwise arising under these Conditions) discharge the Carrier from all liability in respect of such Consignment, its carriage and storage: Provided that: (1) The Carrier shall do what is reasonable to obtain the value of the Consignment; and (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 Carrier 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.

8. Carrier's Charges (1) The Carrier's charges shall be payable by the Customer without prejudice to the Carrier'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 Carrier for payment thereof. (2) Charges shall be payable when due without reduction or deferment on account of any claim, counter claim or set-off. If the Customer becomes insolvent or any sums owed by the Customer on any invoice or account with the Carrier become overdue for payment, any credit terms shall be cancelled with immediate effect and all invoices or accounts issued by the Carrier shall immediately be deemed due for payment and thereupon become payable. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.

9. Liability for Loss and Damage

1) The Customer shall be deemed to have elected to accept the terms set out in (2) of this Condition unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery of or damage to or in connection with the Consignment howsoever or whomsoever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or subcontractors. (2) Subject to these Conditions the Carrier shall be liable for: (a) physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones comprising the Consignment only if: (i) the Carrier 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 of the said items; and (iii) the loss, mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Carrier, its servants, agents or sub-contractors; (b) Physical loss, mis-delivery of or damage to any other goods comprising the Consignment unless the same has arisen from, and the Carrier has used reasonable care to minimise the

effects of: (i) Act of God; (ii) 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; (iii) Seizure or forfeiture under legal process; (iv) 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; (v) Inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Consignment; (vi) Insufficient or improper packing; (vii) Insufficient or improper labelling or addressing; (viii) Riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour howsoever caused; (ix) Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered.

(3) The Carrier shall not in any circumstances be liable for loss or damage arising after transit is deemed to have ended within the meaning of Condition 6(2) hereof, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

10. Fraud The Carrier 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 Carrier or of any servant of the Carrier acting in the course of his employment.

11. Limitation of Liability (1) Except as otherwise provided in these Conditions, the liability of the Carrier 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 value of the goods actually lost, mis-delivered or damaged; or (b) The cost of repairing any damage or of reconditioning the goods; or (c) a sum calculated at the rate of £1,300 Sterling per 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: (i) in the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which the Carrier'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; (ii) Nothing in this Condition shall limit the liability of the Carrier to less than the sum of £10; (iii) the Carrier 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; (iv) the Customer shall be entitled to give to the Carrier notice in writing to be delivered at least seven days prior to commencement of transit requiring that the £1,300 per tonne limit in 11 (1)(c) 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 Carrier 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. (2) The liability of the Carrier in respect of claims for any other loss whatsoever (including indirect 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 7 days prior to the commencement of transit the Customer has delivered to the Carrier confirmation in writing of the special interest, agreed time limit and amount of the interest.

12. Indemnity to the Carrier The Customer shall indemnify the Carrier against: (1) all liabilities and costs incurred by the Carrier (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 10; (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

caused by or arising out of the carriage of Dangerous Goods and claims made upon the Carrier by H.M. Revenue and Customs in respect of dutiable goods consigned in bond) in excess of the liability of the Carrier under these Conditions 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 Carrier, its servants, agents or sub-contractors.

13. Time Limits for Claims (1) The Carrier shall not be liable for: (a) 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 fourteen days, after the termination of transit; (b) Any other loss unless advised thereof in writing within twenty-eight days, and the claim is made in writing within forty-two days, after the commencement of transit. Provided that if the Customer proves that, (i) it was not reasonably possible for the Customer to advise the Carrier or make a claim in writing within the time limit applicable, and (ii) Such advice or claim was given or made within a reasonable time; the Carrier shall not have the benefit of the exclusion of liability afforded by this Condition. (2) The Carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless suit is brought and notice in writing thereof given to the Carrier within one year of the date when transit commenced. (3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

14. Lien (1) The Carrier shall have: (a) a particular lien on the Consignment, and (b) a general lien against the Trader for sums unpaid on any invoice, account or Contract whatsoever. If such lien, whether particular or general, is not satisfied within a reasonable time, the Carrier may sell the Consignment, or part thereof, as agent for the owner and apply the proceeds towards any sums unpaid and the expenses of the retention, insurance and sale of the Consignment and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment. (2) The Carrier may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place at its sole discretion whether or not sums have become payable in accordance with Condition 8(2) hereof and whether or not the contractual carriage has been completed and these conditions shall continue to apply during the period of exercise of such lien.

15. The Customer shall be liable to pay demurrage for unreasonable detention of any vehicle, trailer, container or other equipment at the Carrier's current rates of demurrage but the rights of the Carrier against any other person in respect thereof shall remain unaffected.

16. Unless otherwise agreed in writing, the Contract and any dispute arising there under shall be governed by English law and shall be subject to the jurisdiction of the English courts alone.

AYA COURIER SERVICES LIMITED – CUSTOMER TERMS AND CONDITIONS

Aya CourierServices Limited (hereinafter referred to as “the Carrier”) is not a common carrier and accepts goods for carriage only upon that condition and the Conditions set out below. No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a duly authorised person. If any part of these Conditions is incompatible with applicable legislation, such part shall, as regards the Contract, be overridden to that extent and no further.

1. Definitions – In these Conditions:

“Customer” means the person, firm or company who contracts for the services of the Carrier.

“Contract” means the contract of carriage between the Customer and the Carrier.

“Consignee” means the person or company to whom the Carrier contracts to deliver the Consignment to.

“Consignment” means goods, whether a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages or containers sent at one time in one load by or for the Customer to the Consignee from one address to another address.

“Dangerous Goods” means goods set out in the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (CDG) and the European agreement “Accord européen relatif au transport international des marchandises dangereuses par route” (ADR), which together regulate the carriage of dangerous goods by road including, explosives, radioactive material, and any other goods presenting a similar hazard.

“Delivery Address” means the address for delivery of the Consignment notified to the Courier at the time of booking.

2. Application of Conditions

(1) These conditions shall:

(a) apply to and be incorporated into the contract between the Customer and the Carrier;

(b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing.

(2) The Customer's purchase order, or the Customer's acceptance of a quotation for services by the Carrier, constitutes an offer by the Customer to purchase the services specified in it on these Conditions. No offer placed by the Customer shall be accepted by the Carrier other than:

(a) by a written or verbal acknowledgement of the quote issued by the Carrier; or

(b) (if earlier) by the Carrier starting to provide services, when a contract for the supply and purchase of those services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not prevail.

3. Bookings, commencement and duration

(1) Each booking by the Customer shall be submitted by the Customer to the Carrier by telephone or email.

(2) The Carrier shall provide a quotation for the delivery of the Consignment, such a quotation shall be valid for a period of 7 days or such other period as the Carrier may specify.

(3) The Carrier reserves the right to refuse to accept any bookings.

(4) The services supplied under this agreement shall be provided by the Carrier to the Customer from the date of acceptance by the Carrier of the Customer's offer in accordance with condition 2.2. above.

(5) The services supplied shall continue to be supplied until the Consignment is delivered to the delivery address or the agreement is terminated.

4. Parties and Sub-Contracting

(1) The Customer warrants that he is either the owner of the Consignment or is authorised by such owner to accept these Conditions on such owner's behalf.

(2) The Carrier, and any other carrier employed by the Carrier, may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part and the name of every other such carrier shall be provided to the Customer upon request.

(3) The Carrier contracts for itself and as agent for its servants and agents and all other carriers referred to in (2) above and such other carriers' servants and agents and every reference in these Conditions to "the Carrier" shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability to the Customer or any other party than is the Carrier hereunder.

(4) Notwithstanding Condition 2(3) the carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Carrier as agent of the Customer to be carried out by a third party and shall be subject to the conditions of the third party rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Carrier shall be under no liability whatsoever 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 proved by the Carrier.

5. Dangerous Goods

- (1) The Carrier shall not be obliged to carry any Dangerous Goods or Consignments.
- (2) The Customer is responsible for ascertaining if the contents of any Consignment are Dangerous Goods, are prohibited or are subject to restrictions or specific requirements either within the UK or the country of destination for international deliveries.
- (3) The Customer must not send or attempt to send a Consignment containing any Dangerous Goods, prohibited or restricted goods via the Carrier without disclosing this information to the Carrier.
- (4) If the Customer does send or attempt to send Dangerous Goods, prohibited or restricted goods the Customer may be liable to prosecution and shall indemnify and keep indemnified the Carrier and its employees, contractors, subcontractors and agents, against any loss or damage suffered or liability incurred as a result of such actions.
- (5) If a Consignment containing any Dangerous Goods, prohibited or restricted goods is sent by the Customer, the Carrier may deal with the Consignment in its sole and absolute discretion (without incurring any liability whatsoever to the Customer or Recipient) including destroying or otherwise disposing of such Parcel or Consignment in whole or in part or returning the Consignment to the Customer, and shall be entitled to charge the Customer the cost of disposal and all other costs reasonably incurred and additionally the sum of £20, (or such sum as specified by the Carrier on its website) if it chooses to return the Consignment or any part of it.
- (6) The Carrier may, acting reasonably, add or remove items from the definition of prohibited goods or restricted goods (and may vary any applicable restrictions) without notice, by making the details of any such additions or deletions available on its website).
- (7) The Customer shall be liable to the Carrier its employees, subcontractors and agents for all loss, damage or injury arising out of the carriage of Dangerous Goods, prohibited or restricted goods, whether declared as such or not and all goods not properly packed and duly labelled (or not in compliance with any other specific requirements) to the extent that such loss, damage or injury is caused by the nature of those goods.
- (8) Dangerous Goods (prohibited and restricted goods) must be declared by the Customer and if the Carrier agrees to accept them for carriage they must be classified, packed and labelled in accordance with the statutory regulations for the carriage by road of the substance declared.
- (9) 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. The Carrier will ensure that the cards are appropriate to the load.
- (10) The Carrier reserves the right to open and inspect any Consignment.

6. Delivery

- (1) The Customer will ensure that the Consignment is properly and safely packed and secure and safe to be carried, stored and transported.

(2) The Carrier will use all reasonable efforts to ensure Consignments are delivered in accordance with the time notified to the Customer, however, it is agreed that such times are estimates only and time shall not be of the essence for the purpose of this agreement.

(3) When Consignments are to be collected from a Customer's address the Customer will provide appropriate equipment and labour for loading the Consignment.

(4) Delivery shall be deemed to be completed when the Carrier completes unloading of the Consignment to the Delivery Address, and a proof of delivery is obtained and a signature is obtained ("POD"). The driver who delivers the Consignment shall scan the POD and upload photographic evidence as required by the Carrier.

7. Loading and Unloading

(1) Unless the Carrier has agreed in writing to the contrary with the Customer:

(a) The Carrier shall not be under any obligation to provide any plant, power or labour, other than that carried by the vehicle, required for loading or unloading the Consignment.

(b) The Customer warrants that any special appliances or instructions 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.

(c) The Carrier shall be under no liability whatsoever to the Customer for any damage whatsoever, howsoever caused, if the Carrier is instructed or provided with special appliances to load or unload any Consignment which, in breach of the warranty in (b) above, have not been provided by the Customer or on the Customer's behalf.

(d) The Carrier shall not be required to provide service beyond the usual place of collection or delivery but if any such service is provided by the Carrier it shall be at the sole risk of the Customer and subject to 7(3) below.

(2) The Customer shall indemnify the Carrier against all claims and demands which could not have been made if such instructions as are referred to in (1)(c) of this Condition and such service as is referred to in (1)(d) of this Condition had not been given.

(3) The Customer shall indemnify the Carrier against all costs, expenses, injuries, losses, liability damages, claims, proceedings or legal costs which the Carrier may suffer as a result of the provision of assistance with loading or unloading.

8. Consignment Notes and Signed Receipts

(1) The Carrier 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 Carrier and the burden of proving the condition of the Consignment on receipt by the Carrier and that the Consignment was of the nature, quantity or weight declared in the relevant document shall rest with the Customer.

(2) The Customer shall, prior to or upon the completion of loading the Consignment, sign and forthwith deliver to the Carrier a consignment note stating:

(a) The Collection address, the Consignee and the Delivery Address; (b) A complete and accurate description of the nature of the goods within the Consignment and the method of packing; (c) The number of items, parcels, packages and/or containers in the Consignment; (d) The gross weight of the goods within the Consignment or their quality otherwise expressed and (e) Any other information the Carrier may reasonably require.

9. Transit

(1) Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises.

(2) Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the Delivery Address provided that;

(a) if no safe and adequate access or no adequate unloading facilities there exist and the Consignment cannot be delivered then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone) of the arrival of the Consignment at the Carrier's premises has been sent to the Consignee; and

(b) when for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Carrier '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.

(3) The Customer shall ensure that the Consignment is securely and properly packed and labelled in accordance with any relevant legislation and in such a condition that it is not likely to cause injury or damage to person or property.

(4) The Customer shall ensure that no loss or damage to any of the Carrier's vehicles or trailers occurs whilst at the collection or delivery premises and shall be liable for any such damage.

10. Undelivered or Unclaimed Consignments

(1) When the Carrier is unable to effect delivery the Carrier shall use its reasonable endeavours to notify the Customer and the Consignee of any undelivered or unclaimed Consignment. The Consignment will be removed from the Carrier's vehicle the next day and stored at a location of the Carrier's choosing (additional charges may be incurred for storage and charged to the Customer). Unless the Consignment is collected by the Customer or instructions are provided for return of further delivery (for which there will be an additional charge) within 10 business days of notice being given to the Customer, the provisions in clause 16 (Lien) will prevail over the Consignment and the Carrier may sell or destroy the Consignment as if it were the original owner. Any charges incurred by the Carrier in selling or destroying the Consignment may be charged to the Customer.

(2) The Carrier shall use its reasonable endeavours to obtain what is in its view a reasonable price for the Consignment and shall use the proceeds of sale to discharge the Carrier's expenses incurred in relation to the carriage, storage and sale or disposal of the Consignment. Any remaining amounts will be charged to the Customer and any proceeds will be paid over to the Customer upon its written request, upon which the Carrier shall be discharged from all liability in respect of the Consignment.

11. Carrier's Charges

(1) The Carrier's charges shall be payable by the Customer without prejudice to the Carrier'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 Carrier for payment thereof.

(2) Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. The Customer shall pay the Carrier within 30 days month end, date of invoice and the Carrier shall be entitled, without prejudice to any other right, to interest at 8% above Bank of England base rate.

(3) The Customer is entitled to cancel the collection of a Consignment at any time before the agreed collection time. If the Customer cancels the collection less than an hour before the agreed time the Carrier reserves the right to charge a cancellation fee equivalent to 100% of the total agreed charge.

(4) If the Consignment is not ready at the agreed collection time the Carrier reserves the right to charge such fees as notified in the quotation provided, for every 15 minutes or part thereof up until the time the Consignment is ready for loading after the period agreed in the quotation.

(5) If the Consignee has not completed the loading or unloading of a Consignment within 15 minutes of arrival of the Carrier at either the loading address or the delivery address then the Carrier reserves the right to charge such fees as notified in the quotation provided for every 15 minutes after the agreed period within the quote until the Consignment unloading is complete.

(6) The Carrier's charges are subject to adjustment by the Carrier to account for any variation in its costs including (but not limited to) variations in wages, cost of materials, fuel cost, exchange rate fluctuations, alteration of duties, Local Authority rates, National Insurance and other employment costs, VAT and other costs.

(7) In the event that the Carrier provides services in addition to those originally agreed including (without limitation) providing services outside working hours, making deliveries to locations other than the Delivery Address or outside the time at which the Carrier is to collect or deliver the Consignment, the Carrier shall be entitled to be paid by the Customer such additional amount as represents the additional cost incurred together with a management charge (up to £100).

(8) The Customer shall not be entitled to withhold, deduct or set off against any amount due to the Carrier any sum which it alleges is due to it from the Carrier.

(9) The Customer is responsible for ensuring that it has paid the appropriate charges. If at any time the Carrier determines that the Customer has not paid the appropriate charges then the Customer shall be liable to the Carrier for the difference between what the Customer initially paid and the amount which the Customer should have paid. The Carrier may at its discretion suspend any account that the Customer has with the Carrier until any unpaid amount is repaid, as well as take any other legal action the Carrier is entitled to in order to recover any unpaid amounts.

12. Cancellations

(1) The Customer may cancel the order up to 24 hours before and receive a full refund by contacting the Carrier and providing the relevant order number connected to the Consignment.

(2) If an order is cancelled within 24 hours of collection, the Carrier will endeavour to cancel the order and issue a refund where possible. If however, the Carrier is unable to cancel delivery without incurring costs, those costs shall be passed on to the Customer and in any case the Customer shall be unable to cancel the order

and shall not be entitled to a refund if the Carrier has collected the Consignment or it has been dropped off/the label has been used.

13. Liability for Loss and Damage

(1) The Customer shall be deemed to have elected to accept the terms set out in.

(2) the Carrier shall not be liable for any loss or damage to or in connection with the Consignment howsoever or whensoever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its employees, contractors, subcontractors or agents except to the extent that the Carrier has been negligent.

(3) Subject to these Conditions the Carrier shall be liable for:

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

(i) the Carrier 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 of the said items; and

(iii) the loss, mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Carrier, its employees, contractors, subcontractors or agents;

(b) physical loss, mis-delivery of or damage to any other goods comprising the Consignment unless the same has arisen from, and the Carrier has used reasonable care to minimise the effects of:

(i) Act of God;

(ii) 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;

(iii) seizure or forfeiture under legal process;

(iv) 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;

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

(vi) insufficient or improper packing;

(vii) insufficient or improper labelling or addressing;

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

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

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

(4) The Carrier shall not be liable for any loss or deterioration of, or damage to, or non-delivery, mis-delivery of any property (including the Consignment) or any other claim in any circumstances whatsoever, howsoever caused save to the extent that the same is caused by its wilful default or negligence.

(5) Unless agreed otherwise, the Carrier shall not be obliged to insure the Consignment, and where it does so, will insure on the conditions set out by the Road Haulage Association and CMR. The Customer is responsible for insuring against all risks for the full insurable value.

14. Fraud

The Carrier 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 Carrier or of any servant of the Carrier acting in the course of his employment.

15. Limitation of Liability

(1) Except as otherwise provided in these Conditions, the liability of the Carrier 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 value of the goods actually lost, mis-delivered or damaged; or

(b) the cost of repairing any damage or of reconditioning the goods; or

(c) a sum calculated at the rate of £1,300 Sterling per 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:

(i) in the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which the Carrier'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;

(ii) nothing in this Condition shall limit the liability of the Carrier to less than the sum of £10;

(iii) the Carrier may require the Customer to substantiate a claim by providing any relevant information about the consignment including proof of despatch, proof of value, estimates for repair costs, cost price, invoices, weight and nature of the item(s) lost or damaged, serial numbers and IMEI numbers for electrical items. This

may include requesting any recipient of the Consignment to retain all packaging, or obtaining other documentary evidence as requested by the Carrier.

(iv) the Customer shall be entitled to give to the Carrier written notice to be delivered at least 7 days prior to commencement of transit requiring that the £1,300 per tonne limit in 11 (1)(c) 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 Carrier 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.

(2) The liability of the Carrier in respect of claims for any other loss whatsoever (including indirect 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 7 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.

16. Indemnity to the Carrier

(1) The Customer shall indemnify the Carrier against:

(a) all liabilities and costs incurred by the Carrier (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 employee, contractor, subcontractor or agent, insufficient or improper packing, labelling or addressing of the Consignment or fraud as in Condition 10; and

(b) 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 caused by or arising out of the carriage of Dangerous Goods and claims made upon the Carrier by HM Customs and Excise in respect of dutiable goods consigned in bond) in excess of the liability of the Carrier under these Conditions 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 Carrier, its servants, agents or sub-contractors.

(2) Any sensitive personal data, information and documents contained within a Consignment, including but not limited to names, addresses, bank details, signatures and dates of birth is entirely at the Customer's risk and no compensation is available for these items. Data stored on electronic media, for example data disks, hard drives, magnetic tapes or pen drives must be suitably encrypted. The Customer shall indemnify the Carrier against all actions, claims, proceedings and judgments together with costs incurred relating to loss, damage or disclosure of such data documents.

17. Time Limits for Claims

(1) The Carrier shall not be liable for:

(a) damage to the whole or any part of the Consignment, or physical loss, mis-delivery or nondelivery of part of the Consignment unless the Carrier has been negligent and the Customer has advised the Carrier in writing of the issue within seven days, and the claim is made in writing within fourteen days, after the termination of transit;

(b) any other loss unless advised thereof in writing within twenty-eight days, and the claim is made in writing within forty-two days, after the commencement of transit.

(2) The Carrier may make such investigations as it deems necessary to satisfy itself of the validity of any claim and the Customer shall co-operate as is reasonable in the circumstances. In the case of claims for loss or damage, the Carrier may take as reasonable amount of time to undertake investigations and search activity.

(3) Any information requested to substantiate a claim must be made available to the Carrier within 14 days of request.

(4) If the information requested is not received within this timescale, the Carrier reserves the right to close the claim. Should there be an error in a claim application or the supporting evidence that results in the need to re-issue a cheque, an administration charge of £10 will be deducted from the claim amount.

(5) If a dispute arises out of or in connection with the provisions of the Services under these Conditions or the performance, validity or enforceability of them ("Dispute") then the parties shall follow the procedure set out in this clause: a. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, both parties shall attempt in good faith to resolve the Dispute;

1. if for any reason both parties are unable to resolve the Dispute within 30 days of service of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing ("ADR notice") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 14 days after the date of the ADR notice. c. The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 31 (Governing Law and Jurisdiction) which shall apply at all times. d. If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 18 (Governing Law and Jurisdiction).

18. Lien

(1) The Carrier shall have a general lien against the Customer, where the Customer is the owner of the Consignment, for any monies whatever due from the Customer to the Carrier. If such a lien is not satisfied within a reasonable time, the Carrier 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, 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.

(2) Where the Customer is not the owner of the Consignment, the Carrier shall have a particular lien against the said owner, allowing the Carrier to retain possession, but not to dispose of, the Consignment against monies due from the Customer in respect of the Consignment.

19. Unreasonable Detention

(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 Carrier against any other person in respect thereof shall remain unaffected.

20. Law and Jurisdiction

(2) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

21. General

(1) Nothing in these Conditions (nor anything else), shall confer on any third party any benefit, nor the right to enforce any of these Conditions which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

(2) These conditions, and the documents and information on the websites referred to, constitute the entire agreement between the Carrier and the Customer. The Customer acknowledges that in agreeing to these conditions it has not relied on any representation or undertaking, whether oral or in writing, save as expressly incorporated therein.

(3) If any provision of these conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the provisions of these Conditions which shall remain in full force and effect.

(4) The Carrier and the Customer agree that they and/or anyone they employ and/or for who they are responsible will comply with any applicable anti-bribery or anti-money laundering laws and/or regulations in connection with these Conditions or related services.

(5) The Carrier shall not be liable to the other for any delay or non-performance of the Services to the extent that such non-performance is due to a Force Majeure Event (including but not limited to any genuine circumstances outside of the reasonable control of either of the parties which were not reasonably foreseeable at the date of execution hereof which include war, insurrection, earthquake, riot, fire and flood, but excluding any change to guidelines, industry codes or regulations or industrial dispute).

Period of Validity

To be reviewed annually

Payment terms

Payment terms are 30 days End of Month (unless other agreements have been agreed)

Invoicing and Billing

Invoices will be raised and sent weekly for the previous weeks work – unless otherwise requested.

Insurance

Goods are insured up to and including the value of £1300.00 per tonne -Standard RHA T&Cs apply.

Proof of Delivery

PODs are available on request.

Claims

All claims will be processed in accordance with the Aya Courier Services claims procedure.