

Terms & Conditions

by the conditions set out below, mission express ltd (hereinafter called 'the company') and its servants and agents are not liable at all for certain losses and or damage and, wherever they are liable, the amount of liability is strictly limited to the amount stated in condition 7. customers are therefore advised to purchase insurance cover to ensure that their interests are fully protected.

Important Notice**1. Definitions**

- a) 'The Company' means Mission Express Limited whose trading office is at Units A, B & D Building 251, Ely Road, Eastern Business Park, London Heathrow Airport, Middlesex TW6 2RF
- b) The 'Customer' is the owner and or authorised agent of any third party having a right title or interest in The Goods.
- c) 'The Goods' means an item or items including but not limited to document(s) and or article(s) and or parcel(s) of any type or description acceptable to and received by the Company from the Customer at any one address for carriage and delivery at any one time to any one Consignee at any one other address
- d) 'The Consignee' is the person or company to whom the goods are addressed
- e) Terms and Conditions means the Terms and Conditions of the Company applicable at the date of the Agreement for carriage of The Goods
- f) The 'Waybill' means the Company's non-negotiable document incorporating these Terms and Conditions, which evidences the contract of carriage made between the Company and the Customer.
- g) 'The Agreement' means the Company's Waybill together with these Terms and Conditions. By tendering the Goods for carriage by the Company's Courier Service, the Customer agrees that these Terms and Conditions are incorporated into and form part of The Agreement with the Company. No agent or employee of the Company and or The Customer may alter these Terms and Conditions

2. Customer's Obligations

- i) Where the Customer deals with the company as a Consumer the provisions set out hereunder do not and will not affect his rights under the Unfair Contract Terms Act 1977
- ii) The Customer warrants that each and every document and or article making up The Goods is properly described on the Waybill, has not been declared by the Company to be unacceptable for carriage and that The Goods are properly marked and addressed and packed to ensure safe transportation with the exercise of reasonable care and skill in handling.
- iii) The Customer hereby acknowledges that the Company is not a Common Carrier and may refuse to carry and or abandon and or release at any time from its possession custody and or control any item or items forming part of the goods received from The Customer, in respect of which the Company in the exercise of its reasonable discretion has declared to be unacceptable for any reason whatsoever including but not limited to circumstances where The Customer has undervalued The Goods for Customs purposes and or mis-described The Goods whether intentionally or otherwise. In such circumstances the Company will not accept any liability whatsoever or howsoever arising to the Customer and or any third party and The Customer agrees to defend, indemnify and hold The Company harmless from any and or all claims, damages, fines and expenses whatsoever and howsoever arising there from.
- iv) In the event of a strike of employees of the Customer or of employees at the relevant place of collection and or delivery the Company's servants and or agents will not be asked to perform any and or additional duties of a strike breaking nature.

3. Right of Inspection of Goods

Following receipt into its possession The Company reserves the right, without obligation to open and or otherwise inspect The Goods

4. Payment

- a) The Customer shall pay to The Company in cash or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off
- b) All charges stated are exclusive of Value Added Tax and are subject to variation on giving not less than 30 days prior written notice to The Customer.
- c) The Customer agrees to be solely and exclusively liable for any and or all costs and or expenses of whatsoever nature related to and or arising out of the carriage including but not limited to any and or all costs incurred in either returning The Goods to The Customer and or warehousing The Goods pending disposition.
- d) The Late Payment of Commercial Debts (Interest) Act 1998 as amended shall apply to all sums due from The Customer.
- e) In the event that fulfilment of a contract requires performance of services on a bank or public holiday The Company will be entitled to make reasonable extra charges to reflect any additional costs it may incur.

5. Lien on Goods Shipped

The Company shall have an absolute right to exercise a lien on all and or any part of the Goods transferred into its possession pending full payment of any and or all sums due in accordance with Clause 10 hereof. The Company may refuse to surrender possession of The Goods until it has received payment in full of any and or all such freight charges duties taxes advances disbursements and or other charges of whatsoever nature and or description.

6. Limitation of Liability

Without prejudice to Clause 10, the liability of The Company for any loss or damage to the Goods received by the Company in accordance with the terms of the Waybill notwithstanding that the cause of loss and or damage shall remain unexplained is limited to the lesser of

- a) £100.00 or
- b) The amount of loss or damage to an item forming part of the Goods actually sustained, or
- c) The actual value of the document or article forming part of the Goods as determined under Clause 8 hereof without regard to its commercial utility or special value to the Customer.

7. Actual Value

- a) The actual value of a document forming part of The Goods (which shall include a document of no commercial value which is carried hereunder) shall be ascertained by reference to its cost of preparation or replacement and or reconstruction value at the time and place of shipment, whichever is less.
- b) The actual value of an item forming part of the Goods (which term shall include any item carried which is of no commercial value) shall be ascertained by reference to its cost of repair or replacement, resale or fair market value at the time and place of the carriage, whichever is less. In no event shall such value exceed the original cost of the article paid by the Customer plus 10%.

8. Sub-Contractors

The Company shall be at liberty without prior notice to The Customer to sub-contract to a third party the whole or any part of its services to the Customer.

9. Indirect & Consequential Loss

The Company shall not in any circumstances whatsoever be liable for any consequential or other indirect loss including but not limited to loss of profit, loss of market and or the consequences of delay or deviation wheresoever and or howsoever arising, regardless of whether The Company had knowledge that such damage or loss might be incurred.

10. Delivery

The Company will use its best endeavours to effect delivery in accordance with its delivery schedules. The Company will not accept liability for any delay in collection, transportation or delivery of The Goods regardless of the cause of such delay. Further, The Company will not accept liability for any loss, damage, miss-delivery or non-delivery: -

- a) Due to act of God, force majeure, theft or other occurrence whilst in transit, war, riot, hijack or any other cause reasonably beyond the control of The Company
- b) Caused by
 - i. The Act default or omission of the Customer and or the Consignee and or any other party including but not limited to any Customs or other Government Officials or Agency, any Postal Service, Forwarder or other entity or person to whom The Goods have been sub-contracted by The Company for carriage to any location not regularly served by The Company regardless of whether the Customer requested or had prior knowledge of such third party delivery arrangement.
 - ii. The nature of The Goods, of any defect, characteristic or inherent vice thereof.
 - iii. Electrical or magnetic injury, erasure, or other such damage to electronic or photographic images or recordings in any form

11. Claims

- a) Notice of any and or all claims shall be made by The Customer in writing to the trading address of The Company set out in paragraph 1(a) hereof no later than 14 days from the date upon which the Customer became or ought reasonably to have become aware of any event or occurrence alleged to give rise to such claim. Any claim not made and notified within the 14 days shall be deemed to be waived and absolutely barred, unless The Customer can show that it was impossible for him to comply with this time limit and that he has made the claim as soon as it was reasonably possible for him to do so.
- b) Notwithstanding the provisions of paragraph 12(a) hereof The Company shall in any event be discharged of any and or all liability whatsoever and howsoever arising in respect of any service The Company has provided or undertaken to provide unless an action is brought and written notice thereof given to The Company within Nine (9) months from the date of the event or occurrence alleged to give rise to the cause of action against The Company

12. Applicability

These terms and conditions shall apply to and inure to the benefit of The Company and its duly authorised servants and or agents, affiliated companies and their directors and employees acting within the course of their employment.

13. International Carriage

- a) In the case of services where The Company is required to collect from or deliver the Goods to a country outside the United Kingdom the Company's liability (subject to (b) below, is governed by the relevant provisions of the Convention on the Contract for International Carriage of Goods by Road as set out in the Schedule to the Carriage of Goods by Road Act 1965 (as such schedule may be amended from time to time) ('The CMR Regulations') and in particular Article 17 and onwards, which provisions will be incorporated herein and will apply in place of any inconsistent terms written herein. A copy of such provisions will be supplied if required.
- b) If the transportation of any consignment involves carriage by air to an ultimate destination or stop in a country other than the country of departure, the Warsaw or the Montreal Conventions may be applicable and those Conventions govern and in most cases limit the liability of The Company in respect of loss or damage to such goods.
- c) The Customer authorises The Company and its duly authorised servants and or agents to sign any and or all transit and or Customs documentation for and on behalf of The Customer.

14. Insurance

- a) All Goods supplied by or on behalf of the Customer are at the Customer's risk whilst on The Company's premises or in transit to and or from such premises and the Customer is responsible for arranging adequate insurance cover for those goods unless arrangements have been made to the contrary.
- b) No insurance will be effected except upon the express written instructions given by the Customer and accepted in writing by a duly authorised Officer of the Company and all insurances effected by the Company are subject to the usual exceptions and conditions of policies of the insurers or underwriters taking the risk.
- c) Insofar as The Company agrees to effect insurance, the Company acts solely as the Agent for the Customer and the limits of liability set out in Clause 7 hereof shall not apply to the Company's obligations under this clause.

15. Law & Jurisdiction

These Conditions shall be governed by English Law and any dispute arising out of a contract to which these conditions apply shall be subject to the exclusive jurisdiction of the English courts.