



Professional **Temperature** Controlled Logistics.

Terms and Conditions of Business

1. Definitions

“Booking” means a booking for the carriage of a Consignment placed by a customer with the Carrier by telephone, by facsimile or Email.

“Carrier” means ProTemp^o Couriers UK Ltd.

“Customer” means the person who contracts for the services of the Carrier.

“Conditions” means these conditions of carriage, which shall apply to the contract of carriage between the customer and the Carrier.

“Consignee” means the person to whom the Carrier delivers the Consignment.

“Consignment” means goods or property, whether or not contained in separate parcels, packages, containers or envelopes including any paper, documents and cash, to be delivered by the Carrier for the customer to the Consignee.

“Dangerous Goods” means dangerous goods as defined in the Carriage of Dangerous Goods by Road Regulations 1996 (as amended, re-enacted or extended from time to time), and any other substance likely to cause or encourage disease, vermin, pests or other hazard.

“Excluded Goods” means goods which will not be carried by the Courier as specified on the Website from time to time;

2. General

2.1 The Carrier is not a common carrier and accepts at its sole discretion the carriage of Consignments subject only to these Conditions. These Conditions shall apply to the exclusion of any other terms and conditions (including those of the customer) unless agreed in writing by a Director of the Carrier, subject always to clause 9.2, no employee, agent or sub-contractor of the Carrier is authorised to alter or vary these Conditions.

2.2 The customer acknowledges and agrees that the Conditions excluding or restricting any liability of the Carrier are reasonable having regard to the existence of alternatives and other carriers available to it.

2.3 The customer warrants that it has full power and authority to enter into and perform its obligations under these Conditions.

3. Consignment

3.1 Each Booking by the customer to the Carrier shall be submitted by the customer to the Carrier by telephone, facsimile or email.

3.2 The Carrier shall provide the customer with a quotation for the carriage of the Consignment in question and such quotation shall be valid for a period of 7 days or such other period as the Carrier may specify. The Carrier shall provide written quotations to the customer upon request. All Bookings are subject to acceptance by the Carrier and the Carrier reserves the right to refuse to accept any Bookings. All Bookings are subject to the terms and conditions of these Conditions, shall be deemed to be a separate and independent contract and the Carrier reserves the right to amend any Booking at any time upon notice to the customer.

3.3 Additional charges may be imposed by the Carrier (and the customer shall pay such charges) if the Carrier is prevented from performing its obligations under these Conditions except to the extent that the Carrier's failure to perform is caused solely by a force majeure event as specified in clause 10.4.3.

3.4 Unless agreed otherwise by the Carrier, the Consignment shall only be delivered to the address specified by the customer at the time of Booking and the Carrier reserves its right to vary its charges in respect of any variation to the delivery address by the customer.

3.5 All quotations for the Carrier's charges are calculated in accordance with the distance in miles, the gross weight of the Consignment and the type of Consignment service specified in the Booking. The Carrier offers a range of Consignment services including, without limitation, same day, next day and international deliveries. Further details of the Carrier's charges and Consignment services are available upon request.

3.6 All Dangerous Goods must be disclosed by the customer in advance and unless otherwise agreed, the Carrier will not accept or carry Dangerous Goods. Where the Carrier accepts Dangerous Goods for carriage they must be classified, packed and labelled in accordance with any applicable statutory regulation for the carriage of such Dangerous Goods and with any specific instructions of the Carrier. The customer shall further provide such information, document or declaration as may be necessary to enable the carriage of such Dangerous Goods.

3.7 If the proposed Consignment contains cash or cash equivalent including, but not limited to, travellers cheques, bearer bonds, bank cards or credit cards, and mobile phones or equivalent, the customer shall notify the Carrier at the time of booking as to the content and value of such Consignment. The Carrier shall not be liable to the customer for any loss, however caused, unless the Carrier has agreed in writing to the customer to accept such liability. The Carrier reserves the right to charge the customer (and the customer shall pay) an additional sum for the carriage of the Consignment and will inform the customer of such sum prior to accepting the booking.

3.8 The customer shall notify the Carrier at the time of Booking if: (i) the Consignment contains any perishable goods; (ii) is of a value in excess of ten thousand pounds sterling (£10,000) in the case of Consignments to be sent by same day delivery within mainland Britain; or (iii) is of a value in excess of one hundred pounds sterling (£100) in the case of Consignments to be sent by international delivery. If the value of the Consignment to be sent by international delivery is less than ten thousand pounds sterling (£10,000), the customer may request the Carrier to provide a higher limitation on the Carrier's liability in respect of such Consignment up to the value of such Consignment. If the Carrier agrees to such higher limitation on liability, the Carrier shall charge the customer (and the customer shall pay) an additional fee of two per cent (2%) of the difference between the value of the Consignment and one hundred pounds sterling (£100) (the "Additional Fee"). If the value of the Consignment whether to be sent by same day delivery within mainland Britain, next day or international delivery is greater than £10,000 clause 3.9 shall apply. The Additional Fee shall be subject to a minimum charge of twenty pounds sterling (£20) and the Carrier shall inform the customer of such sum prior to accepting the Booking.

3.9 In the event that the value of the Consignment, whether to be sent by same day delivery within mainland Britain, next day or international delivery, is worth in excess of ten thousand pounds sterling (£10,000), the customer shall notify the Carrier at the time of Booking of the content and value of such Consignment. The Carrier reserves the right

to charge the customer (and the customer shall pay) an additional sum to be agreed at the time of Booking for the carriage of the Consignment and the Carrier shall inform the customer of such sum prior to accepting the Booking.

3.10 Clauses 3.8 and 3.9 do not apply to Excluded Goods. The Carrier will not accept any Consignments which contain Excluded Goods in whole or in part. The customer must inform the Carrier at the time of Booking whether the Consignment comprises Excluded Goods in whole or in part. If the customer fails to so inform the Carrier in accordance with this clause 3.10, such Consignment will be delivered solely at the customer's risk and the customer shall indemnify and keep the Carrier indemnified against any and all losses, damages, claims, liabilities, costs and expenses (including, without limitation, legal costs and expenses) suffered or incurred by the Carrier arising out of, or in connection with, the delivery of the Consignment comprising such Excluded Goods in whole or in part.

3.11 The Carrier's liability in respect of each Booking will vary in accordance with the value of the Consignment. The total liability of the Carrier in respect of any Booking is specified at clause 10.3 below.

4. Delivery

4.1 The customer shall ensure that the Consignment is secure, properly packed and labelled in accordance with good practice and any applicable statutory requirements and is fit and safe to be carried, stored and transported by road, air, rail or sea as may be appropriate.

4.2 The Carrier will use all reasonable efforts to deliver within the time specified for delivery but unless otherwise agreed these are estimates only and time is not of the essence.

4.3 Unless the Carrier has otherwise agreed in writing with the customer: The carrier is not responsible for what happens after delivery of the cargo. The Carrier shall not be liable to the customer, whether in contract, tort or by statute, or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage suffered by the customer howsoever caused including, without limitation.

4.3.1 the Carrier shall not be required to provide any labour or special equipment for loading or unloading the Consignment, other than that carried by the vehicle used by the Carrier; and

4.3.2 the customer warrants that it will provide or procure any special equipment required for loading or unloading the Consignment and shall indemnify and hold harmless the Carrier for any damage to the Consignment or the Carrier, however caused, if the Carrier is instructed to load or unload any Consignment requiring special equipment where such equipment has not been provided or procured by the customer.

4.4 The Carrier shall deliver Consignments according to such route as it in its absolute discretion thinks fit.

5. Consignment Notes

5.1 If required, the Carrier shall sign a document prepared by the customer acknowledging receipt of the Consignment but such document shall not be evidence of the condition, declared nature, quantity or weight of the Consignment at the time it is received by the Carrier.

5.2.1 The Carrier may require acknowledgment at the point of delivery of the Consignment and any such receipt given shall be conclusive evidence of proper delivery.

6. Transit

6.1 Transit commences when the Carrier takes possession of the Consignment, whether at the Carrier's premises or at some other point of collection.

6.2 Subject to clause 6.3, transit shall (unless otherwise agreed) end when the consignment is tendered at the consignee's address provided at the time of the booking by the customer.

6.3 Where a Consignment cannot be delivered (for whatever reason) or is held by the Carrier to await order or further instructions and such instructions are not given or the Consignment is not collected within 24 hours of notice being given to the customer or such other time as the Carrier may nominate, then transit shall be deemed to end at the expiry of such time.

6.4 The Carrier shall be entitled to recover its charges in full for any delivery, which is unsuccessful due to incorrect or inadequate information provided by the customer and in addition recover any expenses or losses it suffered or incurred in attempting to effect delivery.

6.5 The customer understands and accepts that the Carrier shall be entitled to open and examine any Consignment that the Carrier considers to be a security or health and safety risk to the Carrier and to take, at its sole discretion, such appropriate action thereafter.

6.6 The carrier accepts no liability for the labelling, or cross labelling of shipments

7. Undelivered or Unclaimed Goods

7.1 Where the Carrier is unable to effect delivery as requested by the customer when making a Booking, or where transit has come to an end, the Carrier shall use its reasonable endeavours to notify the customer and the Consignee of any undelivered or unclaimed Consignment. Unless the Consignment is collected or instructions are given for its disposal within 7 days (or such other time as the Carrier may nominate) of notice being given, title to the Consignment shall transfer to the Carrier and the Carrier may destroy or sell the goods as if it were the absolute owner.

7.2 The Carrier shall use its reasonable endeavours to obtain a reasonable price for the goods and shall apply the proceeds of sale to the payment of all its proper expenses and charges suffered or incurred in relation to the carriage, storage and sale or disposal of the goods. Any proceeds left over shall be paid to the customer upon which the Carrier shall be discharged from all liability in respect of the Consignment.

8. Cancellation

In the event of cancellation of any Booking for a Consignment by the customer once collected, the customer may be liable to the Carrier for the Carrier's minimum charge.

9. Carrier's Charges

9.1 The customer shall pay the Carrier's charges in accordance with these Conditions. The charges payable in respect of the Carriage of any Consignment shall be specified by the Carrier to the customer at the time of Booking.

9.2 The Carrier shall be entitled to charge the customer for any parking fines received during the delivery process where no alternative loading or unloading area has been advised at the time of Booking.

9.3 Payment terms are 30 days from date of invoice and any variation to these terms are to be agreed in writing by an authorised employee of the Carrier.

9.4 The Carrier's charges shall be based on its tariff in effect at the time of carriage of the Consignment and unless payment is made by credit card, invoice(s) shall be rendered by the Carrier to the customer at least once a month. Credit facilities granted to a customer may be withdrawn at the Carrier's absolute discretion at any time and the balance outstanding shall become due immediately on demand.

9.5 If at the time of Booking the customer pays for a Consignment by credit card, the amount quoted by the Carrier to the customer at the time of Booking will be charged to the customer's credit card wherever reasonably practicable within 24 hours (or such other period as the Carrier may reasonably determine) of the Carrier's acceptance of the Booking. In the event that any additional charges are imposed by the Carrier pursuant to clause 3.3 above, the customer hereby authorises the Carrier to charge such additional charges to the customer's credit card wherever reasonably practicable within 24 hours (or such other period as the Carrier may reasonably determine) of the Carrier incurring such charges.

9.6 The Carrier shall be entitled to charge interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate of the Bank of England from time to time until payment is made in full. When payment is not made by the due date, the customer shall indemnify the Carrier for any costs and/or expenses it may suffer or incur in recovering the sum due, including reasonable legal fees and costs of collection.

9.7 Any queries in respect of an invoice must be made in writing within 14 days of the date of the invoice otherwise it will be deemed to have been accepted and will be payable in full by the customer.

10. Limitation of Liability

10.1 Notwithstanding any other clause of these Conditions, neither party excludes or limits liability for personal injury or death arising from the negligence or willful default of either party, its servants, dealers or sub-contractors; or any fraudulent misrepresentation.

10.2 The Carrier shall not be liable to the customer, whether in contract, tort or by statute, or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage suffered by the customer howsoever caused including, without limitation:

10.2.1 loss due to delay in delivery; and/or

10.2.2 loss of anticipated savings; and/or

10.2.3 loss of business and/or goods; and/or

10.2.4 loss of goodwill; and/or

10.2.5 loss of use; and/or

10.2.6 loss of data or other information; and/or

10.2.7 loss relating to the procurement by the customer of any substitution of goods or services.

For the avoidance of doubt, the types of loss and/or damage specified in clauses 10.2.1 to 10.2.7 above shall not constitute direct loss for the purpose of these Conditions.

10.3 Except as expressly provided in these Conditions, the total liability of the Carrier in respect of any contract arising from a Booking is specified below:

10.3.1 where the declared value of the Consignment is less than one hundred pounds sterling (£100), the total liability of the Carrier for that Consignment shall be the greater of: (i) the fees payable by the customer for that Consignment (whether or not paid); or (ii) one hundred pounds sterling (£100);

(i) the fees payable by the customer for that Consignment (whether or not paid); or

(ii) one hundred pounds sterling (£100),

10.3.2 where the declared value of the Consignment exceeds one hundred pounds sterling (£100) but is less than ten thousand pounds sterling (£10,000), the total liability of the Carrier for that Consignment shall not exceed the declared value of that Consignment, provided always that in the case of international deliveries, the customer has paid the Carrier the Additional Fee specified in clause 3.8;

10.3.3 where the declared value of the Consignment exceeds ten thousand pounds sterling (£10,000), the Carrier shall specify the fee payable by the customer for the carriage of that Consignment and any subsequent limitation on the Carrier's liability at the time the Carrier accepts the Booking for that Consignment;

10.3.4 where the customer (i) does not declare the value of the Consignment (ii) does not declare that the Consignment comprises Excluded Goods in whole or in part or (iii) fails to pay the Additional Fee when due, the total liability of the Carrier for that Consignment shall be as set out in clause 10.3.1 above.

10.4 The Carrier shall not be held responsible for any event beyond the reasonable control of the Carrier, which prevents it from performing its obligations under the relevant contract including, but not limited to:

10.4.1 acts, omissions or misrepresentations by the customer, owner of the Consignment, Consignee or independent contractor;

10.4.2 natural deterioration or fragility of the Consignment (notwithstanding that it may be marked "Fragile"); and/or

10.4.3 any unforeseen circumstances or causes beyond the Carrier's reasonable control, including but not limited to, act of God, war, riot, malicious damage, compliance with any law or government emergency procedure, accident, fire, flood, storm or industrial dispute, insufficient or improper packing, labelling or addressing, unless it is previously agreed in writing that the Carrier shall perform such task; or

10.4.4 marine risk.

10.5 The customer shall provide to the Carrier written proof of the value of the Consignment damaged or lost and the Carrier shall be entitled to inspect the damaged Consignment.

10.6 Carrier shall only be liable for loss or damage occurring within Great Britain. For journeys outside Great Britain, liability shall be restricted to the amount of cover provided by the international agent or carrier chosen at the Carrier's absolute discretion. Details of such cover shall be provided to the customer upon request.

11. Website

11.1 The information provided on the Website has not been written to meet specific customer requirements and it is the sole responsibility of the customer to satisfy itself that the service ordered will be suitable for its requirements.

11.2 Whilst the Carrier makes all reasonable attempts to exclude viruses from the Website, it cannot ensure that the Website will be virus free.

11.3 The Website is intended for use by the residents in the United Kingdom only and only in respect of their activities within the United Kingdom.

12. Cookie Statement

12.1 The Carrier is committed to protecting your right to privacy. The Carrier respects the Customers privacy and will use its best efforts to ensure that the information provided by the Customer remains private. Information provided will only be stored on computers based in the UK.

For control of the Carriers business, the website logs IP addresses, which is the automatic number assigned to the Customers computer when they surf the web. The IP address allows the carrier to anonymously track visitors' usage on the website. Your IP address is not connected to any personally identifiable or on-line contact information like a name and address, so the Customer remains anonymous at all times.

12.2 Use of Cookies

Cookies set by Google Analytics

Name: _utma Content: randomly generated number Used for: identifying unique visitors Expires: 2 years

Name: _utmb and _utmc Content: randomly generated number Used for: identifying the current session Expires: 30 minutes

Name: _utmz Typical content: randomly generated number + info on how the site was reached Used for: tracking how visitors came to our website Expires: 6 months

12.3 Cookies set by the Carrier does not use cookies on the website, the only cookies used are those set by Google Analytics as mention above.

12.4 The Carrier may need to disclose the Customers data to appropriate persons where required by law.

12.5 The Carriers web site contains links to other sites. Please be aware the Carrier is not responsible for the privacy policy of other web sites.

12.6 This privacy statement applies solely to information collected by the Carriers web site.

12.7 If the Carrier decides to change the privacy policy any changes will be posted to the web site.

12.8 The Carrier reserves the right to change this statement at any time.

13. Time Limits for Claims

The Carrier shall not be liable for loss of, misdelivery or damage to any Consignment unless it is notified by the customer of such loss or damage in writing within 24 hours of the end of the transit and the claim giving details of the value and the circumstances of any loss is made in writing within 7 days after the end of transit. A claim for loss or damage will not be accepted on the consignment note.

14. Indemnity to the Carrier

14.1 The customer shall indemnify the Carrier against:

14.1.1 all losses suffered by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) as a result of any breach by the customer of these Conditions, fraud, error, omission, or misrepresentation by the customer, owner of the Consignment or Consignee;

14.1.2 all claims and demands made against the Carrier by any third party in excess of the liability of the Carrier under these Conditions;

14.1.3 all losses suffered by and claims made against the Carrier resulting from loss of or damage to property caused by or arising out of the carriage of Dangerous Goods; and

14.1.4 all claims made upon the Carrier by HM Customs & Excise in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended.

15. Severance

If any provision of these Conditions is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of these Conditions and of such provision shall continue in full force and effect.

16. Miscellaneous

16.1 A person who is not a party to the contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

16.2 The Carrier undertakes to comply with any and all provisions of the Data Protection Act 1998 as applicable.

16.3 During the continuance of the business relationship with the Carrier, and for a period of 6 months immediately following the last Booking placed by the customer, the customer shall not, directly or indirectly, solicit or offer employment or any other form of contract for services to any of the drivers or employees of the Carrier who were directly involved in the performance of a contract of carriage during the 6 months immediately preceding the last Booking placed by the customer.

16.4 The payment terms and charges paid to the Carrier are confidential, and the customer shall take all reasonable steps to ensure that such terms remain confidential. The customer may not disclose the terms or make any public announcement about the relationship the parties have entered into without the prior written agreement of the Carrier, save for any disclosure required by law or by a statutory or regulatory body with power to order such disclosure.

16.5 Any notice or other communication to be given under or in connection with this Agreement, shall be given in writing and sent by first-class post, email or facsimile to the registered address of each party, or such other address as either party may substitute by written notice to the other. A notice shall be deemed delivered within two working days of posting, in the case of first-class post; 24 hours after sending an email; and on completion of the transmission in the transmission report, in the case of facsimile.

16.6 Carrier shall be entitled to subcontract in whole or in part the performance of any or all of its obligations under these Conditions.

16.7 The waiver of either party of any breach of these Conditions will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.

16.8 The contract constitutes the entire agreement between the parties and supersedes all prior agreements, representations and understandings relating to the subject matter of the contract. Nothing in these Conditions shall limit either party's liability in respect of fraudulent misrepresentation.

16.9 These Conditions shall be subject to and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts and over 01264 352 352



