

Terms and Conditions of Trade

1. All and any business undertaken, including any advice, or information given or any service provided whether gratuitously or not by STREETWISE COURIERS (or subsidiaries of Streetwise Couriers t/as), registered address UNIT 5 HOOK RISE BUSINESS CENTRE, 225 HOOK RISE SOUTH, SURBITON, SURREY KT6 7LD hereinafter called "The Company" is transacted subject to the Conditions hereinafter set out and each condition shall be deemed to be incorporated in and transacted to be a condition of any agreement between the company and its customers.

2. In these conditions of trading (hereinafter called "these conditions") the "Company" means and (unless the context precludes the same) includes the Company's servants, agents, and any person or persons carrying goods under any Contract with the Company. "Customer" means any person who contracts for the services of the Company and includes the Customer's servants or agents.

3. The Company is not a common carrier and will accept goods for carriage only on these conditions.

4. No agent or person employed by or under contract with the Company has any authority to alter or vary in any way these conditions unless (previously) expressly authorised to do so by the Company's Managing Director in writing.

5. If any legislation is compulsorily applicable to any business undertaken, these conditions shall as regards such business be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if part of these conditions be repugnant to such legislation to any extent such part as regards such business be void to that extent but no further.

6. Customers entering into transactions of any kind with the Company for the carriage of goods expressly warrant that they are either the owners or the authorised agents of the owners of any goods to which the transaction relates and further warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods.

7. Any instructions or business accepted by the Company may in the absolute discretion of the Company be fulfilled by the Company itself by its own servants performing part or all of the relevant services or by the Company employing or instructing or entrusting the carriage of goods to others to perform part or all of the services.

8. Subject to express instructions given by the Customer, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage, and transportation of goods. Further, if in the opinion of the Company it is at any stage necessary or desirable in the Customer's interests to depart from those instructions, the Company shall be at liberty to do so.

9. The Customer warrants that all goods entrusted to it for carriage have been properly and sufficiently packed, labelled and/or prepared. Volumisation will apply if the volumetric weight (width cms x height cms x depth cms ÷ 6,000cms) is greater than the dead weight.

10. All offers and quotations by the Company for its services are given on the basis of prompt acceptance by the Customer and shall only remain open for acceptance for the period of seven days unless revoked, withdrawn, or verified by the Company prior to such acceptance.

11. (i) The Company shall only be responsible for any loss or damage to goods for any non-delivery or mis-delivery if it is proved that the loss, damage, non-delivery or mis-delivery occurred whilst the goods were in the actual custody of the Company and under its actual control and that such loss, damage, non-delivery or mis-delivery was due to the negligence or default of the Company.

(ii) Under no circumstances will our liability exceed our liability cover listed below

(iii) The Company shall only be liable for any non-compliance or miscompliance with instructions given to it if it is proved that the same was caused by the negligence or default of the Company.

(iv) Save as aforesaid the Company shall be under no liability whatsoever however arising, and whether in respect of or in connection with any goods or any instructions, business, advice information or otherwise.

- (v) It shall be the responsibility of the Customer to satisfy himself that any load he wishes to have carried by the Company shall be suitable for conveyance in the vehicle or machine ordered by the Customer and provided by the Company, and if the Customer accepts the vehicle or machine offered by the Company for the carriage of such load the Company will accept no liability whatsoever for any loss or damage to such load arising from the unsuitability of such vehicle or machine.
 - (vi) Without prejudice to the generality of the foregoing, in the absence of express agreement by the Company's Managing Director the Company can under no circumstances whatsoever accept responsibility for any delay to goods not due to the negligence or default of the Company.
 - (vii) Further and without prejudice to the generality of the preceding subcondition the Company shall not, whether under subconditions (i) or (ii) or otherwise, be under any liability whatsoever for any detention of goods or for any consequential loss, damage or deterioration arising therefrom except where:
 - (a) the Customer shall have specified to the Company the nature of the goods and purpose of their transit and the Company through its Managing Director shall have agreed in writing with the Customer a time schedule and specification in respect of the said goods
 - (b) it shall be proved that such detention, delay, loss damage or deterioration was due to the negligence of the Company.
12. (i) In the event of a sameday motorcycle/ car/van having been ordered by the Customer and provided by the Company, in no case shall the liability of the Company exceed the value of the relevant goods to the sum of £5,000 per consignment whichever is the less with a £250 excess.
- (ii) All overnight consignments are liability covered at road haulage association rates of £13.00 per kilo with an excess of £50.00. Extra liability cover should be purchased in advance, price on application.

13. In any event the Company shall be discharged from all liability for loss from a package or an unpacked consignment or for the loss or non-delivery of the whole consignment or for damage or mis-delivery (however caused) unless the Company is advised thereof within 2 days verbally and in writing within 7 clear days and a quantified claim is made in writing within 28 days after the end of the transit of the consignment.

14. The Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage, money, bullion or items that are illegal under UK Law. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods he shall be liable for all loss or damage whatsoever caused by or to in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages costs and expenses, whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or by any other person in whose custody they may be at the relevant time.

15. Except under special arrangements previously made in writing, the Company will not accept bullion, cash, coins, documents which can be exchanged for cash or goods (e.g cheques, travellers cheques and vouchers with a face value), stamps, precious stones, jewellery (including watches), antiques, glass, ceramics, pottery, plasma screens, furs, tobacco, works of art, pictures, livestock, perishables and plants. Should any Customer nevertheless send such goods, otherwise than under special arrangements previously made in writing, the Company shall be under no liability whatsoever for or in connection with the goods.

16. All sums shown to be due to the Company on its invoices sent to the Customer shall be paid to the Company immediately when due without any deductions and payment shall not be withheld or deterred on account of any claim, counterclaim, or set-off.

17.(i) The Company's charges and fees for all services including carriage under the contract shall be payable by the Customer without prejudice to the Company's rights against the consignee or any other person.

(ii) The charges for contracts of carriage within the mainland of United Kingdom (i.e. excluding Northern Ireland) are as per the Company's latest price list. The Company reserves the right to vary this price list

without any prior warning whatsoever to any customer or party.

- (iii) Any price list in respect of carriage internationally is purely for the purpose of guidance and shall not ever form part of the Contract.
- (iv) When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee, or any other person, the Customer shall remain responsible for the same if they are not paid by such consignee or their person immediately when due.
- (v) All charges in respect of any contract are subject to the Value Added Tax at the prevailing rate.
- (vi) The Company shall have the right to enforce any liability of the Customer under these conditions or to recover any sums to be paid by the Customer not only against or from the Customer but also if it thinks fit against or from the sender and/or consignee and/or owner.
- (vii) All sums shall be paid to the Company in cash immediately when due without reduction and payments shall not be withheld or deferred on account of any claim, counterclaim or set-off.
- (viii) For any delivery within the mainland United Kingdom the Customer is liable charges at the then prevailing rates for waiting time incurred by the Company.
- (ix) All credit accounts are invoiced either weekly, fortnightly or monthly, which are subject to settlement within 30 days of the date of invoice (payment terms do vary subject to credit references).
- (x) All invoice queries or disputes must be emailed to: queries@streetwise-couriers.co.uk within 14 days of date of the invoice.

18. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation, if we are not paid according to agreed credit terms.

19. The Company may, at any time, end or suspend the agreement between us the Company and you the Client, for any reason at our complete discretion. Ending the agreement under this clause will not limit any other right we may have.

20. All agreements by the Company and its customers shall be governed by English Law and shall be within the exclusive jurisdiction of the English Courts.

21. Streetwise Couriers reserve the right to amend their Terms and Conditions of Trade at any time

and any updated T&Cs can be viewed on our website at the time of change and thereafter, and will be version numbered/dated accordingly (www.streetwise-couriers.co.uk).

Data Protection Act 1998

1. We may transfer information about you to our financiers, who:
 - (a) may use, analyse and assess information about you, including the nature of your transactions and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us;
 - (b) from time to time, may make searches of your record any credit reference agencies where your record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches;
 - (c) may give information about you and your indebtedness to the following:
 - (i) our or their insurers for underwriting and claims purposes;
 - (ii) any guarantor or indemnifier of your or our obligations to enable them assess such obligations;
 - (iii) their bankers or any advisors acting on their behalf;
 - (iv) any business to whom your indebtedness or our arrangements with our financiers may be transferred – to facilitate such transfer;
 - (d) may monitor and/or record any phone calls you may have with them, for training and/or security purposes;
 - (e) in the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations.
2. We will provide you with details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You also have a right to receive a copy of copy of certain information they hold about you if you apply to them in writing. However a fee will be payable.