



## **Parcel and Document Terms of Carriage**

These conditions set out the agreement between:

- you, the customer; and
- us, Smart Directions Limited (company number 04802839) or someone authorised (under a franchise agreement or licence) to provide services for us;

for collecting, storing, transporting and delivering your goods.

In these conditions, 'your goods' means any items or documents (including their packaging) we have agreed to carry, whether or not those goods are packaged together or separately. 'Working day' means any day other than a Saturday, Sunday or bank holiday.

### **1 General conditions**

- a These conditions, form the whole agreement between you and us for us providing UK & International parcel and document shipping services connected with your goods. They replace any previous agreement, conditions or promise between you and us. If there is a difference between these conditions and the client account proforma, these conditions will apply.
- b You and we confirm that neither of us have entered into this agreement on the basis of any guarantee, assurance or promise that is not set out in these conditions.
- c You and we agree that neither of us can take action against the other in connection with any untrue statement they relied on when entering into this agreement.
- d Nothing in these conditions removes liability for any fraudulent statement or act.
- e These conditions cannot be changed, withdrawn or added to unless authorised in writing either by one of our board of directors or the company solicitor. Our representatives are not authorised to change these conditions by altering the client account proforma.
- f If your goods are picked up by, or you give instructions about your goods to, a franchisee (someone who can provide services for us under a franchise agreement), your agreement will be with that franchisee, not with us.

However, whether or not your agreement is with us or a franchisee any notice or claim you give us under these conditions must be given in writing, and sent to us at:

FAO Smart Directions Claims Department, Peacock House, Northbridge Road, Herts, HP4 1EH.

Any notice or claim will be considered to have been given or made on the date we receive it or, if it is received out of our normal business hours, on the next working day. A valid claim must include details of any insurance arranged for the goods, cost value of the goods and the age and condition of the goods.

### **2 Goods not accepted**

- a We will not carry, store or be responsible for:

Arms, munitions, explosives and fireworks, charity goods, humanitarian aid, furs and fur garments, household goods and personal effects, computer chips, motherboards and memory chips in isolation, sim cards, mobile communication equipment, money, coins, bullion, securities, stamps, tickets, documents, antiques, works of art, statues, bloodstock, livestock, living creatures, fresh fruit, vegetables and flowers, patterns and designs, cement, motor vehicles of whatsoever nature, watercraft, aircraft, aero engines, cigarettes, cigars and tobacco, jewellery, watches, precious and semi-precious metals and stones unless agreed prior to shipping.

### **3 Conditions of accepting the goods**

- a In order for us to accept your goods, you must keep to the following:

- You must either own the goods or be authorised to act for the owner (in which case, you accept these conditions not only for yourself but also on behalf of the owner).

- The description of the contents of the goods (including its value) which you give to us must be full and accurate.
  - No customs or other duty or tax shall become due for the goods while they are being carried or delivered by us.
  - The full delivery address (including the name of the person to receive the goods) and any markings appropriate to transporting and delivering the goods must be clearly and prominently marked on the outside of the goods Using a permanent and durable method.
  - You must have provided full instructions, which can be followed easily, to allow us to make the delivery on time.
  - The goods must be suitably loaded and packaged so they are protected from damage while being transported, and so that they are not likely to damage other property or injure anyone.
  - The goods must not contain any items described in section 2a .
- b We have the right to inspect the goods if we reasonably think there is a good reason for doing so. If we do so, we do not have to pay for any damage caused to the goods or their packaging, or any delay in the delivery, as a result.
- c We are not a common carrier which means that we can refuse to carry your goods. We will only carry goods under these conditions.

#### **4 The service**

- a For any goods we accept to carry, we agree to transport the goods from the place of collection recorded on the delivery note or automated despatch system to the place of delivery recorded on the delivery note or automated despatch system, unless you have:
- broken any of the assurances you gave us; or
  - failed to pay an invoice for any goods in line with these conditions or any other conditions or contracts between us.
- b We can choose not to accept any goods, or to provide any service relating to the goods.
- c We can carry the goods by any form of transport and by any route we choose and by employing any carrier or contractor.
- d While waiting to be transported or delivered, we may store your goods at any warehouse or place that we think is appropriate.
- e We do not have to give you or the person the goods are being delivered to any service other than described in these conditions.
- f When delivering the goods, we will (where possible) get proof of delivery. (This proof may be, but will not be limited to, a signature, whether electronic or in pen.)
- g Nothing in these conditions prevents us from entering into a separate contract for an upgraded service with the person your goods are being delivered to. This will not affect your responsibility to pay the full price for the original service.

#### **5 Loading and unloading**

- a When we collect goods from, or deliver them to, any premises (other than our own), we or our contractor do not have to provide any necessary equipment or machinery other than that already in the vehicle, or to provide any necessary power or labour. It is your responsibility to make such arrangements prior to us agreeing to carry the goods.
- b If we or our contractor provides help beyond usual loading or unloading, this is at your own risk. This means that you will be responsible for paying and protecting us and our contractors from any claim or demand (including, legal costs) which could not have been made if that help had not been given.
- c If we agree to carry goods which need special appliances for loading or unloading them, you must arrange for the necessary appliances to be available. If we need to load or unload such goods, we will not be liable for any damage arising from the loading or unloading, however caused, so long as we take reasonable care in doing this. You will be responsible for and will protect us and our contractors from any claim or demand arising from that damage.

#### **6 Payments and charges**

- a You must pay all our invoices, within 30 days of the date of the invoice.
- b We can invoice you at anytime.
- c If we do not receive the payment for any invoice on time, we can charge interest cumulatively at the rate of 2.5% a calendar month or £10 a calendar month, whichever is greater. We will count any part of a calendar month as a full calendar month.

- d We operate under a minimum invoice value of £50 per invoice. You will be required to pay this minimum amount if the charge for the service falls under the £50 threshold.
- e You must pay us all amounts you owe us without taking off any amount, and you must not put off paying us because of any claim you are making against us, any company that provides insurance or any amount you think we owe you.
- f We can immediately increase our charges from time to time to reflect any increase in the costs we have to pay to provide the service (for example, increased costs of fuel and congestion charges), provided we give you notice within a reasonable time of that increase.
- g We will apply an extra charge for delivering to mail order companies or any other party who needs us to book in the delivery.

## **7 Delivery**

- a You and we will agree in writing the dates and times on or after which we will deliver or collect your goods (the scheduled delivery date). Those dates and times are only estimates.
- b You must tell the person the goods are being delivered to what the scheduled delivery date is and make sure we can make the delivery then.
- c We will try to deliver the goods during the scheduled delivery date and to the address marked on the goods. We will not accept liability for any loss suffered as a result of a delay in us delivering or us failing to deliver, except as set out in these conditions, and our liability will be limited by these conditions (see clauses 8, 12 and 13).
- d If we cannot deliver the goods when we first try to, we will charge a 3<sup>rd</sup> party collection fee plus the original charge, every other time we try to deliver the goods, or:
  - we can choose to store, return or dispose of the goods; and
  - you must pay our costs for holding, returning or keeping the goods as soon as we ask for those costs.

## **8 Circumstances beyond our control**

- a We do not have to keep to these conditions and are not liable if we are prevented or delayed from doing so by:
  - fire;
  - severe weather conditions;
  - industrial action (official or unofficial);
  - a delay by any government, public or local authority or customs authority;
  - hijacking, robbery or other criminal action; or
  - other causes beyond our reasonable control.

## **9 Our right to keep and dispose of your goods**

- a We have legal rights to keep the goods we are carrying for you until you pay us all money due to us in connection with the goods and any other money you owe us.
- b If you do not pay us any money you owe us within one calendar month of us giving you notice that we are keeping hold of your goods under clause 9a above, we may sell the goods as we choose. After we have taken our costs of selling the goods, we will put any remaining proceeds towards any amount due to us. This does not affect our right to recover any amount remaining from you.
- c We can also dispose of the goods by selling or disposing of them in any other way we consider suitable if:
  - your goods (or part of them) have perished, deteriorated or altered, or are likely to do so in the immediate future; or
  - we have not been able to deliver your goods for any of the reasons set out in section 7 and we have held your goods for 10 days; and
  - we have made reasonable efforts to contact anyone who could reasonably have an interest in your goods.
- d When we ask, you must immediately pay us all our costs, charges and expenses for storing and disposing of the goods or any part of them.
- e We will give you credit for any amount left from the proceeds of us selling your goods after we have taken any amounts you owe us and any of our costs, charges or expenses.
- f If we have already settled a claim you have made for lost goods which are then found, we can dispose of those goods as we see fit and keep the proceeds.
- g The rights set out in this clause are in addition to any other legal rights we may have.

## 10 Not accepting payments on delivery

- a Unless we have agreed otherwise in writing, in line with clauses 1a and or1f, when we deliver your goods we will not collect or accept any form of payment from the person receiving them.
- b We accept no liability for any amount the person we deliver the goods to owes you. You must decide, before we collect your goods, whether it is appropriate to send your goods to that person.

## 11 Indemnities

- a You will be responsible for protecting us from, not holding us responsible for and paying any liabilities, claims, loss, damage, fines, costs or expenses arising from:
- us following your instructions;
  - you breaking any of these conditions;
  - your negligence; or
  - any and all duties, taxes and so on charged by any authority together with all payments, fines, costs, expenses, loss or damage relating to your goods.
- b You must pay any claim under clause 11a above within seven days of the date of the relevant invoice. After seven days we will treat the claim as
- a payment due to us under clause 6 of these conditions.

## 12 Limits on our liability

- a Our liability for loss of or damage to your goods, or any other failure to keep to these conditions, is limited as set out in the rest of this clause and clause 13, and by the effect of certain other clauses of these conditions. Clause 12j will always apply.
- b All the limitations and exclusions set out within these conditions are 'cumulative'. This means that if more than one limitation or exclusion applies in a particular situation, we will have the benefit of each and every limitation that applies.
- c Unless you and we agree otherwise in writing under sections 1a, 1b and or1f, our liability for any damage to or loss of the goods, however it arises, will be limited to whichever is the less of:
- £10 for every kilogramme of the gross weight (or volumetric weight if we charge by this measure) of your goods (rounded up to the nearest kilogramme);
  - the value of the goods; or
  - the total amount of liability specified in clause 12e below. 'Value' means the value of the goods, based on:
  - the cost you bought the goods for, less an amount for depreciation (loss of value) and wear and tear;
  - the cost of any necessary repair; or
  - the cost of replacing the goods; whichever is less, as decided by us.
- d In all other cases, our liability (however it arises, including for a delay in or failing to provide the services) will be limited to an amount equal to the charges you must pay to us (not including VAT or other taxes) in connection with the goods the claim relates to.
- e Our total liability to you for all claims for loss of or damage to any goods, however that loss or damage arises, will not be more than £50,000 in respect of any one incident or occurrence, or series of related incidents. In the case of our Sameday service our liability will be limited to £10,000 in respect of any one incident or occurrence, or series of related incidents.
- f In no circumstances will we have any liability for:
- any loss of or damage to profit, turnover, income, goodwill, expected savings, information (or data) or use; or
  - any indirect or consequential loss or damage of any kind such as, but not limited to any interest, costs, extra charges or costs of repackaging and resending your goods and so on.
- g We will not be liable to you for any damage to your goods, any loss of or from your goods, or any other loss you suffer that is caused by, or contributed to by, any or all of the following:
- You breaking any of these conditions.

- Your goods needing special handling which you had not told us about and we had not agreed to in line with clauses 1a, 1b or 1e.
  - Natural loss of bulk or weight, a hidden or built-in fault, or natural wear and tear or loss of value.
  - Your or anyone else's criminal activities.
  - Circumstances beyond our reasonable control.
  - Carrying any goods falling under clause 2.
- h The loss and damage referred to in this clause 12 includes that from all causes and actions that give rise to liability under the whole agreement between us. The term 'however it arises' in these conditions includes all liability from all causes and actions including for negligence, breaking this or any other contract or any other legal cause.
- i The limits in this clause 12 apply whether or not the loss or damage could be expected or whether you told us about the possibility of any greater loss or damage.
- J Even if these conditions say otherwise, the limits in this clause 12 will only apply to the extent allowed by law. In particular, nothing in these conditions will limit our liability for death or personal injury caused by our negligence or for any fraudulent behaviour.

### 13 The limits for making claims

- a To make a claim against us, you must keep to the requirements of this section. You agree that if you do not strictly keep to this section, we will not have any liability to you.
- b You agree that the clauses in this section are fair and reasonable, given the general nature of our business and the whole agreement.
- c For all claims for loss of or damage to your goods, you must make your claim within the following periods.
- For goods with a delivery address within the UK, we must receive notice of your claim within three working days of the scheduled delivery date and receive full details of your actual claim within seven working days of the scheduled delivery date.
  - For goods with a delivery address outside the UK, we must receive notice of your claim within seven working days of the scheduled delivery date and receive full details of your actual claim within 7 working days of the scheduled delivery date.
- d For all other claims not covered by c above, we must receive notice of the claim within seven working days of the scheduled delivery date and full details of the actual claim within 14 working days of the scheduled delivery date.
- e The notice of your claim must be in writing (giving full details of the amount you are claiming and the reason for the claim). Your actual claim must also be in writing.
- f In all cases, we will not have any liability to you from these conditions, or relating to any services provided, quoted for, or agreed to be provided, where legal proceedings are issued and served (i.e. started in court and a copy sent to us) more than nine months after the date of the event alleged to have given rise to the action against us.

### 14 Conventions and laws

- a If we carry any goods for you (whether within or outside the UK) and any part of that carriage is governed by a convention (an agreement between countries), and any provisions of that convention are inconsistent with any of these conditions, the terms of that convention will apply to that part of that carriage and these conditions cannot overrule those conventions in that respect. However, to the extent that there is no inconsistency between any convention and these conditions, these conditions will remain in force.
- b The conventions that may apply include but are not limited to:
- Transporting goods by air - the Warsaw Convention of 1929 or the Convention for the Unification of Certain Rules for International Carriage by Air ("the Montreal Convention) as amended and in force from time to time and from country to country.
  - Transporting goods by road - the Geneva Convention on the Contract for the International Carriage of Goods by Road (CMR) 1956, as amended from time to time.
  - Transporting goods by sea - the International Convention for Unification of Certain Rules of Law relating to Bills of Lading 1924, as amended from time to time.
- c You understand that the limits of our liability under the whole agreement to you or any other person may be modified by any convention that applies. More than one convention may apply to any one delivery. If you are in doubt as to which conventions apply to any particular delivery you will satisfy yourself as to the provisions which will apply before we agree to carry the goods.

## 15 Intellectual property

If we supply you with computer software or documents, you agree that: • we keep all copyright, trademarks, know how and other rights in and to the software or documents; and

• any hardware we provide, such as computers, keyboards and printers, will still belong to us and you must return them to us immediately if we ask you to.

## 16 Reasonableness and fairness of these conditions

You and we declare that these conditions are fair and reasonable in all the circumstances and, in particular, they take into account:

- the availability of similar services;
- the charge we make for our services;
- that you are free to arrange insurance for your goods; and
- that we do not provide insurance for your goods.

## 17 Ending or suspending the agreement between us

- a At any time we may end or suspend the agreement between us for any reason at our complete discretion.
- b Ending the agreement under this clause will not limit any other right we may have.

## 18 Relevant laws and enforcing these conditions

- a These conditions may be amended by any relevant laws which apply to them or to us. Any part of these conditions which conflicts with a relevant law will be overridden.
- b Nothing in these conditions will remove our rights or increase our responsibilities or liabilities under any law which applies to any service we provide in connection with your goods.
- c If any part of these conditions is found to be illegal or cannot be enforced, the other parts of these conditions will not be affected.

## 19 Rights of third parties

- a Except as set out within clause 1 and section b below, these conditions do not create any right which can be enforced by anyone other than you or us (a third party) under the Contracts (Rights of Third Parties) Act 1999. This clause does not affect any third party's rights which exist other than under that act.
- b If we agree, our subcontractors and employees can have the benefit of the limits set out in clauses 5, 7, 12 and 13. However, we do not need those subcontractors' and employees' permission to make any change to these conditions.

## 20 Governing law

- a The agreement between you and us, as formed by these conditions, will be governed by English law. Any disputes will only be dealt with in the courts of England and Wales.

# **Freight Conditions of Carriage**

All pallets carried under RHA conditions of carriage, at  
£1300 per tonne.