

1 DEFINITIONS

1.1 In these Conditions (as hereinafter defined) the following expressions shall have the meanings respectively assigned to them, that is to say:

“**Additional Services**” has the meaning given to it in Condition 13.6.

“**Carrier**” means Ideliver Group, Ideliver Bikes, Ideliver Motorcycle Storage, and Ideliver Cars, whose office is situate at 805 Fowler Road, Oakwood Business Park North, Clacton On Sea, Essex, CO15 4AA, United Kingdom, together with its employees, agents and servants.

“**Charges**” means the charges payable by the Customer for the supply of the Services in accordance with Condition 15.

“**Collection Address**” means the address given as the collection address in the Consignment Note.

“**Conditions**” means these terms and conditions, as amended and/or varied from time to time in accordance with Condition 22.3.

“**Consignor**” and “**Consignee**” shall have the meanings given to them on the Consignment Note.

“**Consignment**” means the Transportation of a Motor Vehicle by the Carrier from the Consignor to the Consignee, under the terms of a Contract of Carriage.

“**Consignment Note**” means the consignment note produced by the Carrier prior to collection of the Motor Vehicle and counter-signed by the Customer and which contains the relevant details of the Consignment including, but not limited to, details of (i) the Motor Vehicle and its condition upon collection, (ii) the value of the Motor Vehicle, (iii) the Customer and (iv) the Consignor and the Consignee.

“**Consignment Period**” has the meaning given to it in Condition 5.1.

“**Contract of Carriage**” means any contract which is entered into between the Carrier and the Customer for Services in accordance with these Conditions which shall be deemed to be incorporated in any such contract.

“**Customer**” means any person or body sending or receiving, or desiring to send or receive, a Motor Vehicle by the services of the Carrier and includes, unless the context otherwise requires, its employees, servants and agents.

“**Customer Default**” has the meaning given to it in Condition 13.2.

“**Delivery Address**” means the address given as the delivery address in the Consignment Note.

“**Disclosing Party**” shall have the meaning given to it in Condition 21.

“**Hague-Visby Rules**” means the rules set out by the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading 1924, as amended by the

Protocol to Amend the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading 1968.

“IP Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the word.

“Loaded” means the time at which the leading wheels of the Motor Vehicle touch the ramp of the carrying transporter.

“Losses” means any claims, actions, losses, liability, costs and expenses including without limitation reasonable legal and accounting expenses.

“Montreal Convention” means the Convention for the Unification of Certain Rules for International Carriage by Air, Montreal 1999.

“Motor Vehicle” means **any** mechanically propelled vehicle designed for use on roads, and whether fully assembled or not and **“Motor Vehicles”** shall be interpreted accordingly.

“Order” means the Customer’s order for Services whether by way of email or oral order or otherwise, provided however that oral orders shall not constitute an Order in the case of first time Customers.

“Receiving Party” shall have the meaning given to it in Condition 21.

“Services” means the arranging of or undertaking of the Transportation, and/or Consignment and/or Storage of a Customer’s Motor Vehicle and associated activities (whether as agent for the Customer or principal) as more particularly set out in the Consignment Note and/or Contract of Carriage (as appropriate).

“Storage” means the storage of a Customer’s Motor Vehicle in the Carrier’s Storage Facilities.

“Storage Facilities” means such appropriate facilities used by the Carrier from time to time for the Storage of Motor Vehicles and **“Storage Facility”** shall be interpreted accordingly.

“Storage Period” has the meaning given to it in Condition 5.4.

“Sub-Contractor” means any person engaged by the Carrier to undertake all or any of the Carrier’s obligations under a Contract of Carriage on its behalf.

“Transportation” means the transportation or carriage of Motor Vehicles whether by land, sea, rail or air, within the Carrier’s transporters or such other suitable containers, vehicles,

carriers or transporters used by or procured by the Carrier or its agents, Sub-Contractors or servants or any third parties for the purpose of providing the Services set out in a Contract of Carriage.

“**Unloaded**” means the time at which the trailing wheels of the Motor Vehicle leave the ramp of the carrying transporter.

1.2 Headings shall not affect the interpretation of these Conditions.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms and shall be deemed to be followed by the words “but not limited to”.

2 INFORMATION ABOUT US

2.1 These Conditions govern the terms of any Contract of Carriage entered into between a Customer and the Carrier in accordance with Condition 3.

2.2 Should a Customer have any concerns or queries relating to the Carrier’s Services, they should contact the Carrier by email at info@ideliverbikes.co.uk or by post at Ideliver Group Harwich Road, Beaumont, Essex CO16 0AS United Kingdom or by telephone on +44 (0) 3333 443744 before submitting their Order.

2.3 Please read these Conditions carefully. First time Customers should provide acceptance of these Conditions as part of their Order, the receipt of an order, verbal or written (which for these purposes can be by way of email), will constitute as acceptance to these conditions, these Conditions will apply to all future Contracts of Carriage entered into between the Customer and the Carrier.

2.4 The Customer should print and keep a copy of these Conditions for future reference.

2.5 The Customer’s attention is especially drawn to Conditions 7.2, 7.3, 12, 13 and 14 of these Conditions which limits the Carrier’s liability to the Customer.

2.6 If any legislation, including but not limited to regulations and directives, is compulsorily applicable to any Services provided or procured or business undertaken by the Carrier, these Conditions shall be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Carrier of any of its rights or immunities or as an increase of any of its responsibilities or liabilities

under such legislation, and if any part of these Conditions be repugnant to such legislation to any extent, such part shall be overridden to that extent and no further.

3 BASIS OF CONTRACT, AGENCY AND SUB-CONTRACTING

3.1 Submission by the Customer of an Order constitutes an offer by the Customer to purchase Services from the Carrier or to authorise the Carrier to procure Services on the Customer's behalf in accordance with these Conditions.

3.2 The Order shall only be deemed to be accepted when the Carrier issues written acceptance (which for this purpose can be by way of email) of the Order at which point and on which date the Contract of Carriage shall come into existence.

3.3 The Contract of Carriage and any Consignment Note shall constitute the entire agreement between the Customer and the Carrier. The Customer acknowledges in entering into the Contract of Carriage that it has not relied on any statement, promise or representation made or given by or on behalf of the Carrier which is not set out in the Contract of Carriage or any Consignment Note.

3.4 Subject to Conditions 5.12 and 5.13 below the Carrier shall be entitled to procure any or all of the Services as an agent or to provide those Services as a principal. When the Carrier acts as an agent on behalf of the Customer the Carrier shall be entitled, and the Customer hereby expressly authorises the Carrier, to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to fulfil the Customer's instructions and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made or otherwise. In such instances the Carrier shall on demand by the Customer, provide evidence of any contract entered into as agent for the Customer. Insofar as the Carrier may be in default of the obligation to provide such evidence it shall be deemed to have contracted with the Customers the principle for the performance of the Customer's instructions.

3.5 Where the Carrier contracts as a principal for any Services, the Carrier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under the Contract of Carriage.

3.6 It is hereby declared that any Sub-Contractor of the Carrier and its employees, agents and servants shall be party to the Contract of Carriage within the meaning of the Contracts (rights of Third Parties) Act 1999 and shall be entitled to enforce the same accordingly, provided that the Sub-Contractor and its employees, agents and servants shall be under no liability to the Customer or anyone claiming through him in respect of any Motor Vehicles of an amount greater than or in addition to that of the Carrier under the Contract of Carriage.

3.7 Once a Contract of Carriage has been entered into, it shall not be possible for the Contract of Carriage to be cancelled. A Customer may however cancel the Contract of Carriage within [14] days of the Contract of Carriage having been entered into, or, if the period between entering into the Contract of Carriage and the date upon which the Services are to be provided is less than [14] days, any time up to the time at which the Services are to be provided.

3.8 No cancellation shall be effective unless the Carrier has received notice in writing to the address or email address listed above. Upon cancellation of the Contract of Carriage, the Customer will be responsible for any costs that the Carrier has contractually committed to pay as a result of procuring or providing the Services to the Customer (whether acting as agent or principal) and whether or not the Carrier is required to pay for them before or after the date the Contract of Carriage is cancelled.

4 CONSIGNMENT NOTE

4.1 Where the Carrier is contracted to act as principal in relation to all or part of the Transportation of a Motor Vehicle, every Consignment shall, except as otherwise arranged, be accompanied by a Consignment Note signed by both the Carrier and the Customer, or the Consignor as agent for the Customer. Prior to signing the Consignment Note, the Carrier and the Consignor shall conduct an inspection of the Motor Vehicle, with any defects (whether external or internal (with the exception of latent defects)) being noted on the Consignment Note. The signature of the Carrier and the Customer (or the Consignor as agent for the Customer) shall be deemed in the absence of evidence to the contrary, to be evidence of the condition of the Motor Vehicle prior to it being Loaded.

4.2 The Carrier shall, if so required, sign such other documents prepared by the Customer or Consignor acknowledging the receipt of the Motor Vehicle, but no such other documents shall be evidence of the condition of or the correctness of the declared nature of the Motor Vehicle at the time it is received by the Carrier.

5 CARRIER'S OBLIGATIONS

5.1 Subject to the provisions of these Conditions, where the Carrier acts as a principal the Carrier shall be responsible for the Motor Vehicle from the time the Motor Vehicle is Loaded by the Carrier at the Collection Address until such time as the Motor Vehicle is Unloaded at the Delivery Address such period being referred to as the "**Consignment Period**".

5.2 The Consignment of the Motor Vehicle shall be suspended (and the Carrier's liability under these Conditions shall be suspended):

5.2.1 when the Motor Vehicle is held by the Carrier at some place other than the Delivery Address, or is held at the Carrier's Storage Facility at the request or for the convenience of the Customer or because the Customer or Consignee refuses or is unable to take delivery at the Delivery Address; or

5.2.2 when the Motor Vehicle is expropriated, confiscated, nationalised, requisitioned, embargoed, destroyed or detained by any government, government agency or local authority; or

5.2.3 when the Carrier acts as agent only for the Customer and not as principal in respect of the provision of any part of the Services.

5.3 The Consignment shall be resumed when the Carrier resumes the Transportation of the Motor Vehicle.

5.4 In the case of a Motor Vehicle that is not to be delivered by the Carrier to a third party but where the Carrier is stipulated or deemed to be the Consignee and is to retain the Motor Vehicle in Storage to the order of the Customer, the Carrier shall be responsible for such Motor Vehicle from the time the Motor Vehicle is delivered to or Unloaded at the Carrier's Storage Facility until the expiration of the period stipulated and agreed between the Customer and the Carrier in the Contract of Carriage for the Storage of the Motor Vehicle, such period being referred to as the "**Storage Period**".

5.5 During the Consignment Period the Carrier shall Transport the Motor Vehicle from the Consignor at the Collection Address to the Consignee at the Delivery Address or to the Carrier's Storage Facility (where applicable) with all reasonable and convenient speed provided that where a date and time for delivery of the Motor Vehicle has been agreed with the Customer that the obligation of the Carrier under this sub-Condition shall be, insofar as it is reasonable and practicable, to carry the Motor Vehicle in such a manner that the Motor Vehicle is available for delivery at that date and time, subject always to due regard being had to the safety of the Carrier's employee's, agents and servants, any applicable law and legal safety requirements the Carrier's obligations under these Conditions and delays caused by third parties.

5.6 The Carrier shall ensure that its vehicle or vehicles used to Transport the Motor Vehicle shall be duly taxed and insured, shall be in a roadworthy condition and shall be suitably equipped and manned for the safe and convenient carriage of the Motor Vehicle.

5.7 The Carrier shall supervise the loading and unloading of the Motor Vehicle in a safe, convenient and efficient manner.

5.8 The Carrier shall reserve the right to make any changes to the Services which are necessary to comply with any applicable law or legal safety requirement, and which do not materially affect the nature or quality of the Services, and shall notify the Customer in any such event.

5.9 The Carrier shall notify the Customer promptly of any potential claim for loss or damage against a third party.

5.10 The Carrier shall ensure that its Sub-Contractors are monitored for performance of the relevant part of the Service and report as reasonably required by the Customer.

5.11 The Carrier shall insofar as it reasonably can, keep the Customer advised of delays in the provision of the Services.

5.12 Except insofar as the Carrier maintains insurance in respect of its own liability, the Carrier shall not insure the Motor Vehicle being Transported, Consigned or Stored, except upon express instructions given in writing by the Customer and accepted in writing by the Carrier and all insurances effected by the Carrier are subject to the usual exceptions and conditions of the policy with the insurers or

underwriters taking the risk. Unless otherwise agreed in writing, the Carrier shall not be under any obligation to effect a separate insurance on the Motor Vehicle but may declare it on any open or general policy held by the Carrier.

5.13 Insofar as the Carrier agrees to effect insurance, the Carrier will act solely as agent for the Customer.

6 CUSTOMER'S OBLIGATIONS

6.1 The Customer shall ensure that the Motor Vehicle is ready for loading at the Collection Address at the date and time agreed with the Carrier.

6.2 Save where written agreement to the contrary has been made with the Carrier in respect of insurance in accordance with Conditions 5.12 and 5.13 above, the Customer shall insure and maintain insurance in respect of the Motor Vehicle or make arrangements to cover the Motor Vehicle against all insurable risks to their full insurable value (including all duties and taxes) for the duration of the Contract of Carriage.

6.3 The Customer shall, or shall ensure that the Consignor shall, make available to the Carrier sufficient personnel and equipment to enable the Motor Vehicle to be conveniently and safely Loaded, and further, that such personnel shall act in accordance with the instructions of the Carrier.

6.4 The Customer shall, or shall ensure that the Consignor shall, bring to the attention of the Carrier at the time of Loading any characteristics of the Motor Vehicle or other matters of which the Carrier needs to be aware when planning and effecting the Loading of the Motor Vehicle.

6.5 The Customer shall, or shall ensure that the Consignee shall (save where the Consignee is the Carrier) take delivery of the Motor Vehicle at the Delivery Address and shall be ready to do so at any reasonable time, provided however that where a date and/or time for delivery has been agreed that the Consignee shall not be obliged to take delivery before that date and/or time.

6.6 The Customer shall, or shall ensure that the Consignee shall (save where the Consignee is the Carrier) make available to the Carrier sufficient personnel and equipment to enable the Motor Vehicle to be conveniently and safely Unloaded, and further that such personnel shall act in accordance with the instructions of the Carrier.

6.7 Where necessary the Customer shall, or shall ensure that the Consignee shall (save where the Consignee is the Carrier) assist the Carrier to readjust the load of the Motor Vehicle following Unloading of the Motor Vehicle intended for the Consignee.

6.8 The Customer shall:

6.8.1 co-operate fully with the Carrier in all matters relating to the Services;

and

6.8.2 provide the Carrier with such information and materials as the Carrier may reasonably require to supply or to enter into contracts on the Customer's behalf in respect of the Services, and ensure such information is accurate in all material respects, including all information required by any Sub-Contractor, insurer or port or customs authority.

6.9 In the absence of written notice to the contrary given to the Carrier at the time of Loading in the form of the Consignment Note, all Motor Vehicles are warranted by the Customer to be fit to be carried or stored.

6.10 The Customer warrants he is either the owner, or the authorised agent of the owner of the Motor Vehicle and the provision of the Services by the Carrier, whether as agent or principal shall be lawful and that the Motor Vehicle is not the subject of any claims, embargoes or other hindrance preventing or interfering with the carrying out of the Services and if the Motor Vehicle is not his own unencumbered property he shall ensure that he has the authority of all persons owning or interested in the Motor Vehicle to enter into the contract, and to authorise the Carrier to enter into contracts on their behalf and shall indemnify the Carrier for any Losses thereby incurred.

6.11 The Customer warrants that the Motor Vehicle is free of any firearms, hazardous materials, illegal substances or contraband at the time of Loading as defined by the country of collection and the country of destination and all countries crossed in the fulfilment of the Services.

6.12 The Customer shall ensure that the Carrier receives written instructions if the Motor Vehicle is to be delivered to any person other than the named Consignee.

6.13 The Customer shall pay for the Services in the manner set out in Condition 15, together with all additional costs and expenses incurred by the Carrier in the course of providing the Services (whether as agent or principal), including third party fees, imposts, freight, duties, charges (including, demurrage and lay day charges, customs charges and import and export charges).

6.14 The Customer acknowledges that the Carrier will be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by, or paid to, freight forwarders.

7 STORAGE OF MOTOR VEHICLES

7.1 Where a Motor Vehicle is held within the Carrier's Storage Facility prior to despatch, or after termination of a Consignment, or during suspension of a Consignment as detailed in Condition 5.2 hereof, it will be held by the Carrier as warehousemen, subject to its standard charges for warehousing from time to time.

7.2 In these circumstances the Carrier will not be liable to the Customer, whether in contract, tort, breach of statutory duty, or otherwise for any direct, indirect or consequential loss arising under or in connection with the Storage of the Motor

Vehicle, save for Losses resulting directly from loss or damage to the Motor Vehicle where such loss or damage has been caused by the negligence of the Carrier during the Storage Period.

7.3 The Carrier's liability to the Customer pursuant to this Condition shall in all cases be subject to Condition 6, the exclusions in Condition 13 and to the limits and exclusions in Condition 14 of these Conditions.

7.4 The Carrier shall be entitled at the expense of the Customer to dispose of or deal with (by way of sale or otherwise as may be reasonable in all of the circumstances):

7.4.1 any Motor Vehicle which has been held by the Company for 90 days beyond the contracted date for delivery and which cannot or be delivered as instructed after at least 28 days notice in writing having been given to the Customer, or where the customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Carrier to have an interest in the Motor Vehicle, without notice; and

7.4.2 without prior notice, any Motor Vehicle that has deteriorated or altered, or is in an immediate prospect of doing so, in a manner which has caused, or may reasonably be expected to cause, loss or damage to the Carrier or third parties, or to contravene any applicable laws or regulations.

8 COLLECTION OF MOTOR VEHICLE AT CARRIER'S PREMISES

8.1 Where a Customer is collecting a Motor Vehicle from the Carrier's Storage Facility, it will provide the Customer with a release note in advance of the date of collection.

8.2 The Carrier shall not be liable to hand over at their premises the Motor Vehicle unless:

8.2.1 the release note sent by the Carrier to the Customer; and, if the Carrier so requires

8.2.2 an order in writing signed by the Customer is produced to the Carrier.

8.3 The Customer shall, if the Carrier so requires, be present at the time of handing over the Motor Vehicle and shall give a signature of receipt of the Motor Vehicle.

9 MEANS OF TRANSPORT

Motor Vehicles accepted by the Carrier for Transportation (whether as agent or principal) may be carried by such means of transport and by such route as the Carrier thinks fit and these Conditions shall apply by whatever means or route the Motor Vehicles are carried.

10 LOADING AND UNLOADING

10.1 On collection or delivery at a Customer's premises, the Carrier shall not be under any obligation to provide any plant, power or labour which is required for loading or unloading at such premises in addition to the Customer's, Consignor's or Consignee's (as appropriate) employees, agents and servants.

10.2 The Carrier's employees, agents and servants have no authority to give assistance other than in loading or unloading at the Collection Address and/or the Delivery Address. In the event that the Carrier agrees to undertake Additional Services for the Customer, then the provisions of Conditions 13.6 and 13.7 shall apply in full.

11 INDEMNITY

11.1 The Customer shall fully and effectually indemnify and keep indemnified and hold harmless the Carrier in respect of:

11.1.1 all Losses incurred by the Carrier as a result of any Customer Default;

11.1.2 all Losses arising out of the Carrier acting in accordance with the Customer's instructions, whether as agent or principal and including where the Carrier has become liable to another party as a result of those instructions;

11.1.3 all Losses resulting from any claim arising out of the custody or carriage of the Motor Vehicle in pursuance of or in connection with the relevant Contract of Carriage by any person or entity having an interest in the Motor Vehicle and any Losses associated with such claim;

11.1.4 all Losses incurred in connection with any claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of the Carrier under the terms of these Conditions, save where such claims, costs and/or demands arise from or in connection with the breach of contract, negligence or breach of duty of the Carrier, its servants, Sub-contractors, employees or agents.

12 LIABILITY OF THE CARRIER

12.1 Subject to these Conditions and in particular the provisions of Conditions 6, 7, 13 and 14, the Carrier shall be liable during the Consignment Period, for any Losses incurred by the Customer in respect of:

12.1.1 loss of or damage to the Motor Vehicle;

12.1.2 delay of more than 24 hours, or error in delivery of the Motor Vehicle;
or

12.1.3 failure to follow any reasonably practicable instructions of the Customer relating to the Consignment, of which the Carrier has prior written notice of no less than 48 hours, where the Losses are reasonably foreseeable and result from any act or omission of the Carrier that breaches its obligations under the Contract of Carriage.

12.2 The provisions of Conditions 7.2 and 7.3 shall apply in respect of loss or damage to the Motor Vehicle in Storage.

12.3 Where the Carrier shall act as agent for the Customer the Carrier shall not be liable for any Losses incurred by the Customer, save where the Carrier shall have exceeded the scope of its authority or otherwise acted negligently in carrying out the Customer's instructions. If the Carrier is found to be liable, these Conditions and the exclusions and limitations set out in Conditions 13 and 14 shall apply to limit the Carrier's liability accordingly. the Carrier shall, without limiting its other rights and remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Carrier's performance of any of its obligations;

the Carrier shall not be liable for any costs or Losses sustained or incurred by the Customer arising directly or indirectly from the Carrier's failure or delay to perform any of its obligations as set out in this Condition 13.2 and as further detailed in Condition 13.1;

13 EXCLUSION OF THE CARRIER'S LIABILITY

13.1 Notwithstanding the provisions of Conditions 7.2, 7.3 or Condition 12, the Carrier shall not be liable for any Losses whether directly or indirectly incurred by the Customer or any third party as a result of any events stipulated in Conditions 13.1.1 to 13.1.12, if the Carrier establishes that on the balance of probabilities the Losses were either in whole or in part caused by one or more of the following:

13.1.1 any act of God;

13.1.2 any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;

13.1.3 any seizure under legal process;

13.1.4 any act or omission of the Customer, the Consignor or the Consignee, including any Customer Default;

13.1.5 any latent or inherent defect in the Motor Vehicle or deterioration, leakage or deficiency of any component parts of a leaky nature;

13.1.6 riots, civil commotion, strikes, lockouts, stoppage or restraint of labour from whatever cause;

13.1.7 the Consignee not taking or accepting delivery within a reasonable time;

13.1.8 any circumstances which the Carrier could not reasonably avoid and the consequences of which it was unable to prevent;

13.1.9 the mis-handling, loading, storage or unloading of the Motor Vehicle by or on behalf of the Customer, Consignor or the Consignee;

13.1.10 the defective condition of the Motor Vehicle as detailed on the Consignment Note;

13.1.11 insufficient or inadequate markings or numbers applied, entered or affixed by or on behalf of the Customer or Consignor to the Motor Vehicle or its packaging (where necessary);

13.1.12 any events that take place after the termination of the Consignment Period, or during any period when the Consignment is suspended for the reasons set out in Condition 5.2.

13.2 If the Carrier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer, the Consignor or Consignee, or failure by the Customer to perform any relevant obligation under the Contract of Carriage ("**Customer Default**"):

13.2.1 the Customer shall pay to the Carrier fixed charges at the following rates:

- (a) delay between 0-59 minutes – free;
- (b) delay between 1-4 hours - £50 per hour;
- (c) delay of over 4 hours – a fixed daily rate of £400 and then £500 for every subsequent 24 hour period; and

13.2.2 the Customer shall reimburse the Carrier on an indemnity basis on written demand for any Losses sustained or incurred by the Carrier arising directly or indirectly from the Customer Default, including any Losses sustained or incurred by the Carrier in connection with the carrying out of any of the Carrier's obligations (whether as agent or as a principal) contained in any contract with third parties.

13.3 Subject to these Conditions the liability of the Carrier shall be limited to the following:

13.3.1 in the case of loss or damage to a Motor Vehicle:

(a) the cost of repairing or replacing the damaged or missing Motor Vehicle(s), article or component thereof; or

(b) the value of the relevant Motor Vehicle or article or component part lost or damaged, as stipulated on the Consignment Note; or

(c) the sum of £100,000,

(d) or an extending amount stated on the consignment,

whichever is the lesser; or

13.3.3 in the case of delay or mis-delivery, to compensation, but only where specific terms for delivery and delay have been agreed in writing, or, if none, when the complaint of delay has been notified in writing and the Carrier has failed to deliver or to arrange the delivery of the Motor Vehicle within a reasonable time thereafter, having regard to all relevant circumstances. In no circumstances shall compensation exceed either:

(a) the sum of £6,300; or

(b) the actual Charges paid by the Customer in respect of the delayed Motor Vehicle

whichever is the lesser.

13.4 The Carrier shall under no circumstances whatsoever be liable to the Customer or any third party, whether in contract, tort, breach of statutory duty or otherwise for any indirect or consequential Losses arising under or in connection with the Contract of Carriage, or purely economic losses, including (but not limited to) loss of profits, revenue, use, data, business opportunities, customer goodwill or any other special or punitive damages. Nothing in these Conditions shall limit or exclude any liability for fraud or for negligence or negligent omission that causes you personal injury or death.

13.5 In relation to the Transportation of a Motor Vehicle by:

13.5.1 sea, whether as forwarder or as actual carrier, the Carrier's liability shall in addition to these Conditions, be limited to the limitations and by the exclusions set out in the Hague-Visby Rules or in respect of voyages to and from the US, the US Carriage of Goods by Sea Act 1936 ("COGSA");

13.5.2 air, whether as forwarder or actual carrier, the Carrier's liability shall, in addition to these Conditions, be subject to the limitations and by the exclusions set out in the Montreal Convention provided always that in both cases the Customer shall have no greater rights against the Carrier than the

Customer would have had under his Contract of Carriage if the Motor Vehicle had been transported by road.

13.6 The Carrier's liability for the Motor Vehicle shall cease at the end of the Consignment Period or Storage Period (as applicable). The Customer acknowledges and agrees that any informal request for services, in addition to the Services provided or to be provided under the relevant Contract of Carriage ("**Additional Services**"), may at the Carrier's sole discretion, and subject to any reasonable conditions that the Carrier may impose, be undertaken by the Carrier provided that such Additional Services shall only be undertaken by the Carrier at the Customer's sole risk in all respects and in these circumstances the Carrier shall not be liable whether in contract, tort (including negligence) breach of statutory duty or otherwise for any Losses arising in connection with the provision of the Additional Services including, without limitation, any of the following, whether by reason of the Carrier's negligence or otherwise:

13.6.1 loss of or damage to the Motor Vehicle;

13.6.2 any delay or mistake in the transport of the Motor Vehicle; 13.6.3 failure to follow any instruction or direction of the Customer in connection with, and/or whilst the Carrier undertakes, the Additional Services.

13.7 Further to Condition 13.6 above, the Customer shall fully indemnify and keep indemnified and hold harmless the Carrier in respect of all Losses incurred by the Carrier as a result of the Carrier carrying out the Additional Services including, but not limited to, any Losses resulting from any claim arising out of the custody or carriage of the Motor Vehicle in pursuance of or in connection with the carrying out of the Additional Services by any person or entity having an interest in the Motor Vehicle and any Losses associated with such claim.

14 LIMITS

14.1 If the Customer or Consignee accepts delivery of a Motor Vehicle and does not make reservations to the Carrier in regard to apparent loss or damage, giving a general description of the loss or damage on the Carrier's delivery documents at the time of delivery, the fact of the Customer or Consignee accepting delivery shall be *prima facie* evidence that the Customer has received the Motor Vehicle in the condition described on the Consignment Note and/or any receipt given by the Carrier to the Customer.

14.2 The Carrier shall not be liable for any Losses detailed within these Conditions relating to loss, damage, misdelivery, or delay unless it is (i) advised thereof in writing within seven days of the end of the Consignment Period or the Storage Period (as applicable), or the end of that part of the Consignment or Storage in respect of which the Losses arise, and (ii) receives notice of the Customer's claim in writing within thirty days of the end of the Consignment Period or Storage Period (as applicable) or the end of that part of the Consignment or Storage in respect of

which the claim arises and any claim not made as aforesaid and notified as aforesaid shall be deemed to be waived and absolutely barred, except where the Customer can show that it was impossible for him to comply with his time limit and that he has made the claim as soon as it was reasonably possible for him to do so.

14.3 Notwithstanding the provisions of 14.2 above, the Carrier shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any Service provided for the Customer, or which the Carrier has undertaken to provide, unless suit be brought and written notice thereof be given to the Carrier within one year from the date of the event or occurrence alleged to give rise to a course of action against the Carrier.

14.4 The Customer shall grant the Carrier facilities at all reasonable times to inspect any damage within a reasonable time before repairs are affected.

15 CARRIER'S CHARGES

15.1 The Carrier's Charges shall be payable by the Customer without prejudice to the Carrier's rights against the Customer or any other person.

15.2 The Carrier's charges shall be invoiced at the end of the Consignment Period or Storage Period as appropriate and the Customer shall pay the invoice within 14 days of the date of the invoice.

15.3 In case of late payment the Carrier is entitled to charge interest at 4 % per annum over the base rate of Barclays Bank Plc, apportioned on a daily basis.

15.4 The Customer shall pay all amounts due under the Contract of Carriage in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counter-claim against the Carrier in order to justify withholding payment of any such amount in whole or in part. The Carrier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Carrier to the Customer.

15.5 The Carrier shall be entitled to charge an overtime rate of £40 per hour for any time worked by individuals whom it engages on any Additional Services.

15.6 The Carrier shall be entitled to withhold payment of any supplier, or payment to any third party, if any invoice remains unpaid which relates to the Services and the Customer shall indemnify the Carrier against all consequences thereof, whether direct or indirect.

15.7 All amounts payable by the Customer under the Contract of Carriage are exclusive of amounts in respect of value added tax chargeable from time to time (VAT) where any taxable supply for VAT purposes is made under the Contract of Carriage by the Carrier to the Customer, the Customer shall on receipt of a valid VAT invoice from the Carrier pay to the Carrier such additional amounts in respect of VAT as are chargeable on supply of the Services at the same time as payment is due for the supply of the Services.

15.8 All previous terms of credit issued are hereby cancelled, unless specifically confirmed to you in writing by the Carrier.

15.9 The Carrier shall have a general lien on the Motor Vehicle and all documents relating to the Motor Vehicle in his possession, custody or control for all sums due at any time to the Carrier from the Customer under any account whatsoever, whether relating to the Motor Vehicle or the Services provided by or on behalf of the Carrier to the Customer. Storage charges shall continue to accrue on the Motor Vehicle detailed under lien and the Carrier shall be entitled on at least 28 days notice in writing to the Customer to sell or dispose of or deal with such Motor Vehicle or documents as agent for, and at the expense of the Customer and apply the proceeds in or towards payment of such sums. The Carrier shall however upon accounting to the Customer for any balance remaining after payment of any sum due to the Carrier, and for the cost of sale and/or disposal and/or dealing, be discharge from any liability whatsoever in respect of the Motor Vehicle or any documentation relating thereto.

16 COMPUTATION OF TIME

In the computation of time where the period provided by these Conditions is seven days or less, Saturdays, Sundays and Public Holidays shall not be included.

17 OTHER PUBLISHED REGULATIONS

Motor vehicles are carried subject also to any other published bylaws and regulations relating to the carriage of Motor Vehicles by the Carrier for the time being in force, and in the event of conflict between such bylaws and regulations and these Conditions, the said bylaws and regulations shall prevail.

18 ADVICE OF CL AIMS

18.1 Claims against a Carrier are to be made in writing and sent by post to the Claims and Insurance Department at the Carrier's Registered Office, being 6 Poole road, Wimborne, Dorset, BH21 1EQ.

18.2 Service of a notice sent by post shall be deemed to have been given on the working day following posting by first class post and on the third working day following posting by second class post.

20 INTELLECTUAL PROPERTY RIGHTS

20.1 All IP Rights in or arising out of or in connection with the provision of the Services shall be owned by the Carrier.

21 CONFIDENTIALITY

A party (“**Receiving Party**”) shall keep in strict confidence all technical and commercial know-how, specification, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (“**Disclosing Party**”), its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party’s business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or sub- contractors as needs to know for the purpose of discharging the Receiving Party’s obligations under the Contract and shall ensure that such employees, agents and sub- contractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

22 GENERAL

22.1 Waiver and cumulative remedies:

22.1.1 a waiver of any right under the Contract of Carriage is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract of Carriage or by law shall constitute a waiver of that or any other right or remedy nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy;

22.1.2 unless specifically provided otherwise, rights arising under the Contract of Carriage are cumulative and do not exclude rights provided by law.

22.2 Severance:

22.2.1 if a court or any other competent authority finds that any provision of the Contract of Carriage (or part of any provision) or any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall to the extent required be deemed deleted and the validity and enforceability of the other provisions of the Contract of Carriage or these Conditions shall not be affected;

22.2.2 if any invalid, unenforceable or illegal provision of the Contract of Carriage or these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum qualification necessary to make it legal, valid and enforceable.

22.3 Except as set out in these Conditions any variation including the introduction of any additional terms and conditions to the Contract of Carriage, including the amendment of these Conditions, shall only be binding when agreed in writing by the Carrier and the Customer.

22.4 The Contract of Carriage and these conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non- contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

22.5 Consumers: For the avoidance of doubt, where the Customer is contracting with the Carrier as a consumer, the Carrier acknowledges that the terms of these Conditions will be subject to the provisions of the Unfair Terms in Consumer Contracts Regulations 1999 (“the Regulations”) and will be subject to the unreasonableness test set out in those Regulations. If a court or any other competent authority finds that any provision of these Conditions or the Contract of Carriage is invalid, illegal or unenforceable, the provisions of clause 22.2 above shall apply to that provision or part-provision that has been found to be invalid, illegal or unenforceable and the enforceability of the other provisions of the Contract of Carriage or these Conditions shall not be affected.