

STANDARD TERMS AND CONDITIONS OF CARRIAGE FOR EPM (ESSEX) LTD

Conditions

EPM (ESSEX) LTD (hereafter known as EPM) will provide its services on the conditions set out in this document:

1. Definitions

- (a) "The Shipper" means the person who contracts the services of EPM. Both on his behalf and on behalf of any other person having an interest in the consignment.
- (b) "The Carrier" means EPM, its employees and agents (independent subcontractors).
- (c) "Consignment" means any goods to be received by EPM from any one consignor for carriage and delivery to any one consignee at any one other address.
- (d) "Consignee" means the person or company to whom goods or documents are officially sent or delivered
- (e) "The excepted risks" mean: -
 - i) War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or loot, sack or pillage in connection therewith, and/or
 - ii) Ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and/or
 - iii) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear component thereof, and/or
 - iv) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds, and/or
 - v) The absence, failure or inadequacy of packing and packaging

2. Carrier

- (a) EPM is not a common carrier and will accept goods for carriage only on these conditions.
- (b) No objection will be taken to the use by EPM of the carrier services of any airline or other carrier and EPM shall in such cases be entitled to the protection of all the terms concerning this which exclude or limit the liability of EPM
- (c) EPM shall be entitled to perform any of its obligations under this contract by itself or by its agents or sub-contractors or any such subsidiary. And any such agent or sub-contractor shall be entitled to the benefit of these conditions.
- (d) EPM agrees to act on behalf of the Shipper (also known as the consignor) in order to carry goods and/or items by whichever means EPM chooses, to the destination and consignee address.
- (e) The Carrier enters into the contract for and on behalf of himself and his employees and agents. All of whom have agreed to our Supplier's Terms as set out on our website. The Carrier shall be entitled to the benefit of the contract and shall be under no liability whatsoever to the Shipper or anyone claiming through him in respect of the goods.

3. Shipper

- (a) Where the Shipper is not the owner of some or all of the goods in any consignment, they shall be deemed for all purposes to be the agent of the owner or owners. The Shipper shall be treated by EPM as the sole beneficial owner of each consignment.
- (b) The Shipper shall not permit any third party to bring a claim or action against the Carrier in respect of any consignment. If a claim or action is made, the Shipper will keep the Carrier indemnified against any claim made by a third party and the consequences, costs and expenses the Carrier may incur in defending it.
- (c) The Shipper guarantees to the Carrier that all applicable laws and regulations have been complied with and all reasonable precautions have been taken to comply with all conventions, directives and legislation.

4. Transit

- (a) Transit shall commence when the consignment is handed to the Carrier whether at the point of collection or at the Carrier's premises. Proof of collection must be obtained and include date of collection; drivers signature and the number of items being collected.
- (b) Transit shall (unless otherwise previously determined) end when the consignment is tendered at the specified place of delivery or returned to the consignee's address within the customary cartage hours of the district.

5. Delivery

- (a) Delivery time of any consignment is not guaranteed, EPM undertakes to complete transit with reasonable despatch.
- (b) Unless otherwise agreed transit shall be complete when the consignment is tendered for delivery to the consignee at the address indicated by the Shipper. Or, in the event that a customs or other authority will not release the consignment until certain formalities (including payment of taxes, duties or any other charges) have been completed by or on behalf of the consignee.
- (c) EPM will make one attempt to deliver a consignment during normal working hours (i.e. 09:00 to 17:00 hours) on a working day. If a consignment cannot be delivered for any reason EPM will notify the Shipper to make arrangements to have the consignment collected, returned or otherwise.
- (d) When the Carrier is unable for whatever reason to deliver a consignment to the consignee he will take all reasonable steps to advise the Shipper and obtain revised delivery instructions. The Carrier will always seek to obtain a signature or other proof of delivery. In the absence of specific instructions to the contrary by the Shipper the Carrier will not leave consignments where they cannot obtain proof of delivery. Consignments may be returned to the Carrier's premises if the Shipper cannot be contacted to obtain the necessary permission, increased delivery charges may be incurred and the consignment will be delayed.

6. Liability

- (a) Subject to the provisions of the Warsaw Convention (if applicable) EPM its employees or agents shall be liable to the customer for loss or damage caused to the customer only if such loss or damage is caused by the breach of duty or wrongful act or omission of EPM itself or its agents acting within the course of their employment. Such liability shall be limited to the value of the consignment or UKP 500.00 whichever is the lesser. *see clause 7(a)
- (b) EPM and its employees or agents shall not be liable to the Shipper in any circumstances or to any extent whatever; In respect of damage, unless verbal notification is received before noon on the day following delivery, followed by written notice within 14 days of receipt. In respect of loss or non-delivery, unless written notification is received within 21 days of the date upon which one consignment was collected or received by EPM. *see clause 7(c)
- (c) If EPM are at any time prevented from or delayed in starting, carrying out or completing any service by reason of strikes, lockouts, labour disputes, weather conditions, an Act of God, traffic congestion, mechanical breakdown, the deficient or ambiguous addressing of any consignment, excepted risks or any cause whatever beyond EPM's control the Shipper shall have no claim for damages or otherwise against EPM its employees or agents for any consequential loss as a result.
- (d) EPM and its agents cannot and will not accept any liability beyond that set out above save that where the Warsaw Convention is applicable (as described in Condition 8) EPM's liability will be whichever is the more favourable to the Shipper of the limit set out in Paragraph (a) and the limit calculated in accordance with the Warsaw Convention.
- (g) EPM is only liable for the lesser of either
 - (i) a maximum of UKP 500.00 Sterling or
 - (ii) the amount in UKP Sterling as made clear in the Terms and Conditions/Insurance cover of any Agent or Carrier used by EPM

In the event of damage or loss of items. The Shipper may request insurance cover in writing. If the insurance requires, cover will apply only upon written acceptance by EPM after having arranged and had acceptance in writing by an Insurance Company or broker.

7. Limitation of Liability

Subject to these Conditions the liability of the Carrier in respect of any one consignment shall in any case be limited:

- (a) The maximum value of any one domestic consignment shall not exceed £500.00. Should the Shipper wish to send a consignment in excess of the £500.00 value he may do so, but the liability of the Carrier shall remain at £500.00. Should the Shipper wish to arrange increased insurance cover for a consignment in excess of the £500.00 value, he must provide written details to the Carrier of the value of the consignment and the cover required. The liability value for International consignments is £500.00. The Carrier will levy a charge for supplementary insurance.
- (b) EPM shall not be liable for indirect or consequential damages or for loss of income, profits, customers, or use or for loss of a particular market whether held daily or at intervals.
- (c) The Carrier will not accept liability for claims for loss from a package or from an unpacked consignment, or for damage, deviation, mis-delivery, delay of detention, unless advised in writing (other than on a consignment note or delivery document) within fourteen days. The claim must be made in writing within 21 days of the commencement of the transit or 21 days of the problem having occurred giving a full description of the incident including cost.
- (d) If in the event that any goods go missing the Shipper must provide proof of collection for a claim to commence.
- (d) EPM shall be entitled to require proof of the value of the whole consignment in the event it is required to substantiate any insurance claim.
- (e) The carrier does not accept any liability for the following items when in transit unless special arrangements have been agreed in writing in advance between the Carrier and the Shipper: cash, currency, stamps, glass, jewellery, precious metals and works of art, including antiques.

8. Warsaw Convention

If the transit involves an ultimate destination or stop in a country other than country of departure, the Warsaw Convention as amended may be applicable and the convention governs, and in most cases limits, the liability of EPM in respect of loss of or damage to consignments.

8. Charges

- (a) When a consignment is accepted or dealt with upon instructions to collect, the Shipper will be charged, transportation costs, duties, taxes, toll charges, congestion charges and any other charges which are necessarily incurred by EPM to enable it to effect delivery. The shipper shall remain responsible for the same and shall make payment to EPM for any costs incurred for the delivery if they are not paid by the consignee or other person when demanded.
- (b) For charging purposes, the Carrier may charge the greater of the actual weight or the volumetric weight where applicable. Volumetric weight is calculated by multiplying the length x height x breadth and dividing the resulting figure by 5000cc for Courier and Airfreight, 3000cc for Sea freight and Road freight.

9. Payment

An invoice for services rendered will be issued at least once a month (or more frequently upon request)

- (a) Unless otherwise indicated, all charges quoted are exclusive of any Value Added Tax, import and any other duties or taxes which may be payable.
- (b) Shippers who are granted credit facilities by EPM must pay within 30 days of the invoice date.
- (c) EPM reserve the right to apply a monthly interest charge on all overdue accounts. This will be calculated at 8% over the Bank of England base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 Regulations 2002, until the debt is settled in full.
- (d) Any disputes or queries regarding the correctness of the invoice must be made within 14 days of the receipt of invoice. You waive all your rights to challenge our invoices if you do not contest them in writing within 14 days of receipt of the invoice.

10. Lien

EPM have a general lien on all the Shippers goods/items in our possession at any one time. If any lien is not satisfied within a reasonable time, EPM have the right to sell the contents and retain the proceeds of sale in settlement of any amounts that the Shipper may owe us.

11. Unlawful and Restricted Carriage

- (a) EPM shall not be required or caused to carry or convey anything if such carried or conveyance would be unlawful nor shall EPM carry any International Air Transported Associated restricted article. EPM reserves the right to refuse to carry any consignment.
- (b) The following goods are prohibited (unless special arrangement has been agreed in writing between the Carrier and the Shipper): Antiques, blank travellers cheques, bonds, bullion, cash/currency, firearms/weapons, foodstuffs, glass, human remains, ivory, liquids, livestock, negotiable stocks, perishables, plants, pornography, precious stones, seeds, shipside spares, works of art
- (c) The transport of illegal goods such as counterfeit goods and narcotics is strictly prohibited. As are, any goods prohibited by any law, rule or regulation of any country in or over which the shipment travels.
- (d) EPM reserves the right to open and inspect all items and to not carry any item or items, for not only security purposes but to ensure that the contents of consignments do not contain any matter which might be considered to be of an offensive nature to any person, or persons or authorities of any country.

12. Partial Invalidity

If any term or provisions of these conditions shall be held void or unenforceable, all the remaining terms and provisions herein shall continue in full force and effect.

13. Shipper Undertakings

The Shipper undertakes that: -

- (a) The consignment shall be accepted at the address to which it is to be delivered and an appropriate receipt shall be given to EPM's representative escorting the consignment. Such receipt shall be conclusive evidence of delivery save where such receipt is obtained as a result of any fraud, collusion or dishonesty on the part of EPM's representative.
- (b) In the event of a strike of employees of the Shipper or of employees of any other firm or Company, EPM's agents will not be asked to perform any additional duties or any duties of a strike breaking nature.

14. Exclusive Conditions

These conditions in conjunction with the Warsaw Convention referred to above (if applicable) and the operational details of the services and the charges therefor:

- (a) Shall constitute the entire contract between EPM and the Shipper and there shall not be incorporated or be deemed to be incorporated the provisions of any other document.
- (b) Shall supersede the provisions of any previous contract warranty or representation made or given relating to the same services as are described on waybill.

15. Variation of Conditions

No variation extension or cancellation of these conditions shall be binding upon EPM unless it is confirmed in writing under the duly authorised Officer of EPM. EPM reserves the right to amend these Terms and Conditions from time to time by giving notice to the customer.

16. English Law

These conditions shall be constructed in accordance with the laws of England and the courts of England shall have exclusive jurisdiction in relation to any matters arising out of any contract to which these terms apply. Any claims payable shall be paid in the United Kingdom in Sterling.