

NLC EXPRESS Standard Terms and Conditions

1. All and any business undertaken, including any advice or information given or service provided, whether gratuitously or not, is transacted subject to the Conditions set out hereinafter. Each Condition shall be deemed to be incorporated in and to be a Condition of any agreement between the Company and its Clients.
2. In these conditions of trading (hereinafter called "these conditions") the expression "the Company" means and (unless the context precludes the same) includes the Company's servants, agents and any person or persons carrying goods under the contract with the Company. "Client" means any person who contracts for the service of the Company and includes the Client's servants or agents or any persons carried as passengers on behalf of the Client.
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 having been previously expressly authorised to do so by the Company 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 all as regards such business be void to that extent but no further.
6. Clients entering into transactions of any kind with the company for the carriage of goods expressly warrant that they are either owners, or the authorised agent 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 or by its own servants, performing part of all the relevant services or by the Company employing or entrusting the carriage of goods to others to perform part or all the services.
8. Subject to express instructions given by the Clients, 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 Client's interest to depart from those instructions, the Company shall be at liberty to do so.
9. The Company warrants that all goods entrusted to the Company for carriage have been properly labelled and prepared.
10. All offers and quotations by the Company for its services are given on the basis of prompt acceptance by the Client 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. All credit accounts are rendered at such periodic intervals as shall be the Company's policy from time to time and are subject to settlement within 30 thirty days of date of invoice. Where payment is not received by that date, any offer made by the Company to give credit or discount for prompt settlement will automatically be deemed to be withdrawn and the Company reserves the right to impose a surcharge on all outstanding balances at the rate of two per cent per month.
12.
 - (i) The Company shall only be responsible for any loss or damage to goods or for any non-delivery or mis-delivery if it is proved that the loss, damage, non-delivery or mis-delivery was due directly to the negligence or default of the Company and in the event of the Company providing transport for a Client of goods, the carriage of such goods shall be solely at the risk of the Client and the Company shall incur no liability of any kind. In respect thereof the Client is advised to insure against such risks.
 - (ii) The Company shall only be liable for non-compliance or in-compliance with instructions even to it if it is proved that the same was caused by the negligence or default of the Company.

(iii) Same 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 service or otherwise.

(iv) It shall be the responsibility of the Client to satisfy himself that any load that he wishes to have carried by the Company shall be suitable for conveyance in the vehicle or machine offered by the Company for the carriage of such load and the Company will accept no liability whatsoever for any loss or damage to such load arising from the unsuitability of such vehicle or machine.

(v) Without prejudice to the generality of the foregoing the absence of express agreement by the Company, the Company can under no circumstance whatsoever accept any responsibility for any delay to goods not due to the negligence or default of the Company.

(vi) Further and without prejudice to generality of the proceeding sub condition, the Company shall to whether under sub conditions (i) or (ii), or otherwise, be under any liability whatsoever for any detention of goods, or for any consequential loss, damage or deterioration arising there from, except where:

(a) the Client shall have specified to the Company the Nature of the goods and purpose of their transit and the Company through it's General Manger shall have agreed in writing with the Clients a time schedule and specification in respect of the transit 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.

13. Since the Company is unable to assess the cost to a Client of the loss or damage of any goods, in no case whatsoever shall any liability of the Company however arising and notwithstanding any lack of explanation, exceed the value of the relevant goods or £1000 whichever is the less. If the relevant goods have any extra intrinsic value to the Client, or the Client would suffer consequential losses in the event of their loss or damage, then the Client is advised to insure against such risks and losses, since the Company is unable to warrant that its own insurance cover will be applicable to such loss or damage or (if applicable) will extend to cover any such sums claimed.

14. The Company shall not be liable for loss or damage to any part of any consignment of goods (whether comprising one or more items or for the loss or non-delivery of the whole of any consignment of goods, or for damage, delay or detention thereof or any part thereof however caused unless the company is advised thereof in writing of the fact of the loss or damage or mis- delivery (as the case may be) within 7 days of the loss damage or mis-delivery occurring and a quantified claim is made in writing within 28 days of the occurrence.

15. The Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Should the Client 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 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.

16. Except under special arrangement previously made in writing, the Company will not accept or deal with bullion, coins, precious stones, jewellery, valuable antiques, pictures (excluding commercial artwork), livestock or plants.

17. Should any Client nevertheless (whether knowingly or unknowingly) deliver such goods to the Company or cause the Company to handle such goods otherwise than under special arrangements previously made in writing, the Company shall be under no liability whatsoever for in connection with the goods however arising.

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

18. The Company shall have a special lien on all goods for charges on such goods and shall also have a general lien against the owner of any goods for any monies on account due from such owner to the Company. If any lien is not satisfied within a reasonable time the Company may at its absolute discretion sell the goods concerned and apply the proceeds in or towards discharge of the lien and the expenses of the sale. No variation, extension or cancellation of these conditions shall be binding upon the Company unless and until it is confirmed in writing under the hand of a Director, Secretary or other officer of the Company duly authorised in writing and for the avoidance of doubt it is

declared that no person other than such Director, Secretary or officer has authority to negotiate or enter into any commitment on behalf of the Company the effect of which would or might (but for this present clause) involve the Company in any legal liability whatsoever.

19. All agreements between the Company and its Client shall be governed by English Law and be within the exclusive jurisdiction of the English Courts.

20. The maximum amount payable per consignment is £10,000 unless agreed in advance for higher amount and the appropriate premium paid.

NLC Express, Pegasus House, Mansfield Road, Luton, Beds. LU4 8NA

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