



## ACCOUNT APPLICATION

**COMPANY DETAILS**

**PLEASE COMPLETE IN BLOCK CAPITALS**

Name:	Telephone No:
Address:	
Post Code:	E-mail Address:
Fax No:	Company Registered No:
VAT No:	Date Established:
Type of Business:	
Invoice Address (if different from above):.....	

Sole Trader   
  Ltd Co   
  Partnership   
  PLC   
  Other (PLEASE SPECIFY)

Invoicing preference: <input type="checkbox"/> 7 Day s <input type="checkbox"/> 14 Days <input type="checkbox"/> 28 Days
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**TRADE REFERENCES**

Name:	Name:
Address:.....	Address:.....
Telephone No:	Telephone No:

NAME OF PERSONS AUTHORISED TO BOOK COURIER SERVICES:  1)..... 2)..... 3)..... 4).....	I AGREE TO ACCEPT THE COMPANY'S STANDARD TERMS AND CONDITIONS OF TRADING:  Name:..... Company Position:..... Signature:..... Date:.....
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## **Deck Courier Terms & Conditions**

By using our services you agree to abide by the following Terms and Conditions:

### **1 Definition**

1.1 In this document, the following words will have the meanings set out below:

**"Agreement"** means the terms and conditions contained in this document;

**"Consignment"** means the documents, articles or other item(s) in respect of which the Customer has asked Deck Courier to perform the Courier Services;

**"Customer"** means the person, firm or company requesting the provision of the Courier Services from Deck Courier; which has its principal place of business at 77 Pure Offices, Kembrey Park, Swindon, Wiltshire, SN2 8BW.

### **2 Deck Courier's obligations**

2.1 Deck Courier shall be solely responsible for the selection and allocation of personnel to perform the Courier Services. Deck Courier reserves the right to use persons other than its employees to perform the Courier Services and may sub-contract any of its obligations arising hereunder without the prior written consent of the Customer.

2.2 The Customer shall procure that Deck Courier personnel who perform the Courier Services are allowed access to the Collection Address and the Delivery Address for the purpose of carrying out the Courier Services. The Customer shall take full responsibility for the safety and security of deck Courier personnel whilst at the Customer's premises.

2.3 The Deck Courier shall use its best endeavors to deliver the goods to the delivery address specified at about or before the time specified;

2.4 Deck Courier shall make only one attempt to deliver the Consignment, during normal working hours, on a normal working day. Deck Courier shall use all reasonable endeavors to deliver the Consignment by the Target Date but cannot guarantee delivery dates or times and time of delivery shall not be of the essence of this Agreement.

2.5 The Deck Courier shall not be liable for any delay in delivery caused by the unavailability at the delivery address of the consignee or other authorized recipient;

2.6 The Courier shall not be liable for loss of or damage to or miss-delivery or delayed delivery of the goods occasioned by;

2.6:1 act of God including but not limited to storm tempest or flood;

2.6:2 act of war hostilities riot or civil commotion or the threat or fear of such conditions prevailing;

2.6:3 criminal malicious or negligent actions or acts or omissions of third parties;

2.6:4 industrial action or unforeseeable traffic conditions;

2.6:5 the effect of ionising radiation or uncontrolled nuclear reaction;

2.6:6 suspension or cancellation of transport services by reason of or of the threat or fear of inclement weather;

2.6:7 Fire, lightning or explosion;

2.6:8 Seizure under legal process;

2.6:9 Act default or omission of whatever nature of the Customer his employees or agents or any person having any interest in the goods;

2.6:10 Insufficient or improper packing labeling or addressing; and

2.6:11 Goods becoming unwrapped or unpacked whilst in transport.

### **3 Customer's obligations**

Subject to the provisions of this agreement, the Customer undertakes:

3.1 That in relation to the Goods the Customer is either solely beneficially entitled to the Goods or has the authority of all those interested in the Goods to enter into this contract and to bind them to its terms;

3.2 In the event of any claim by any third party against the Courier arising out of this contract to indemnify the Courier against the claim and all legal and other costs incurred except to the extent that the Customer establishes that the Courier would have been liable to the Customer had the original claim been made by the Customer but on the assumption that the Customer had retained title to the Goods;

3.3 To give any instructions requested by the Courier in pursuance of clause 3.1 above as soon as reasonably practicable;

3.4 To make all payments as provided in clause 6.1 below

#### **4 Limitation of liability**

4.2 The liability of Deck Courier for delay in delivery (where the Courier's liability is not otherwise excluded) shall not exceed a sum equal to the carriage charges or a proportion of those charges in the case of an event affecting part only of the goods;

4.3 Deck Courier shall not be liable for any physical loss, miss-delivery or damage to any theft-attractive goods unless the Courier has specifically agreed in writing prior to transit commencing to carry such items and the Customer has agreed in writing to reimburse the carrier in respect of all additional costs including insurance costs which result from the carriage of the said items and the loss miss-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Courier its servants or agents.;

4.4 Deck Courier shall not in any event be liable for any consequential loss whatsoever and howsoever arising (including in relation to theft attractive goods) which shall include without limitation all economic losses loss of profits increased management or labor costs loss of future business loss of reputation and goodwill loss of market or falls in prices of whatever nature and all other damages costs or expenses or other indirect losses including any liability to or claims by any third party.

4.5 Nothing in this Agreement shall exclude or in any way limit Deck Courier's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

4.6 This Agreement sets forth the full extent of Deck Courier's obligations and liabilities in respect of the performance of the Courier Services. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Deck Courier except as specifically stated in this Agreement. Any condition, warranty representation or other term concerning the performance of the Services which might otherwise be implied into or incorporated in this Agreement, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded.

#### **5 Excluded goods**

5.1 The Customer shall not submit for carriage and the Courier may at any time abandon the carriage of any goods of a type specified in clause 5.3 below

5.2 If the Courier abandons goods in pursuance of clause 5.1 above he shall immediately notify the Customer of the circumstances but shall be under no liability in respect of the safe-keeping of the abandoned goods.

5.3 The following are excluded goods:

5.3.1 Explosive and inflammable articles firearms including parts of any firearms ammunition and detonators

5.3.2 Dangerous goods;

5.3.3 Any article the possession of which in or the importation of which into any country from through or to which the carriage is to take place is illegal or prohibited;

5.3.4 Any written printed or pictorial matter which is obscene blasphemous scandalous or defamatory or proscribed or prohibited;

5.3.5 Human remains;

5.3.6 Livestock.

## **6 Payment**

6.1 The Customer shall pay fees to Deck Courier for the Courier Services at Deck Courier's rates applicable from time to time. Deck Courier shall provide the Customer upon the Customer's reasonable request with details of Deck Courier's current rates. All rates are quoted exclusive of value added tax and all other applicable sales or other taxes which shall, if and to the extent applicable, be paid by the Customer.

6.2 Unless otherwise agreed, Deck Courier shall invoice the Customer at the end of each week in respect of all Courier Services performed during the relevant week and the Customer shall pay each invoice within 28 days of the invoice date. All invoices and all payments hereunder shall be in UK pounds sterling.

6.3 If the cost to Deck Courier of performing the Courier Services increases as a result of any change to the law or any other reason beyond Deck Courier's reasonable control, such increase shall be added to the fees payable in respect of the Courier Services hereunder. Deck Courier shall give the Customer prior written notice of any such increase.

6.4 If, as a consequence of any breach of this Agreement by the Customer, or the supply of incorrect or inadequate information by the Customer, the cost to Deck Courier of performing the Courier Services is increased.

6.5 If the Customer is late paying any sum due to Deck Courier, Deck Courier may (without limitation to its other rights and remedies):

6.5.1 suspend delivery of any Consignment(s) in transit;

6.5.2 cancel all outstanding delivery instructions from the Customer; and/or

6.5.3 charge the Customer interest on such outstanding sum at the rate of 5% above the prevailing base rate of Barclays Bank plc, which interest shall accrue on a daily basis from the date on which payment became overdue until the date on which Deck Courier receives full payment of (the outstanding sum together with all accrued interest).

6.6 Deck Courier shall have a right of lien over any Consignment(s) suspended in transit pursuant to Clause 6.5.1 and shall be entitled to sell such Consignment(s) upon such terms as Deck Courier sees fit and to retain from the proceeds of sale sufficient sums to pay all monies due from the Customer to Deck Courier (including the expenses of the sale). Deck Courier shall return the balance of the sale proceeds (if any) to the Customer.

## **7 Transit**

7.1 Transit begins when the goods are handed to or collected by the Courier for carriage. Deck Courier shall make only one attempt to deliver the Consignment, during normal working hours, on a normal working day. Deck Courier shall use all reasonable endeavors to deliver the Consignment by the Target Date but cannot guarantee delivery dates or times and time of delivery shall not be of the essence of this Agreement.

7.2 Transit shall be suspended:

7.2.1 When the goods are held by the Courier at some place other than the destination at the request of or for the convenience of the Customer or because the Customer or Consignee refuses or is unable to take delivery at the destination or;

7.2.2 when the goods are detained for Customs purposes;  
and shall be resumed when the Courier resumes the carriage of the goods.

7.3 Transit shall (unless otherwise previously determined) end:

7.3.1 in the case of goods to be delivered by the Courier when they are tendered at the usual place of delivery within the customary delivery hours of the district, or at such other times or places as may be agreed between the Courier and the Customer; .

7.3.2 The Courier shall be entitled to raise a charge in respect of any wasted or needless journeys made or for any delay in attempting to effect delivery of the goods due to any default of the Customer and/or consignee in accordance with its own costings scales.

## **8 Loading and unloading**

8.1 On collection or delivery at a Sender's or Consignee's premises the Courier shall be under no obligation to provide any plant, power or labor for loading or unloading.

8.2 Subject to these Conditions, the Courier's servants and/or employees have no authority to give assistance other than under supervision in the loading and unloading at the usual place of collection or delivery and the Courier shall not be liable for any loss or damage howsoever caused including negligence attributable to such or to any other assistance given and the Customer shall indemnify the Courier against any claims made against the Courier as a result of any such other assistance given.

8.3 Consignments or part thereof requiring special appliances for unloading from a road vehicle are accepted for carriage only on the condition that the Customer has duly ascertained from the consignee that such appliances are available at the destination. Where the Courier is, without prior arrangement in writing having been made by the Customer, called upon to load or unload Consignments or parts thereof for which special appliances are required, the Courier shall be under no liability whatsoever to the Customer for any damage howsoever caused, whether or not by the negligence of the Courier and the Customer shall be responsible for and indemnify the Courier against any damage or liability which the Courier may suffer or incur either itself or in respect of loss, damage or injury suffered by the Courier's employees or any third party.

## **9 Dangerous goods**

9.1 Except where the Courier has agreed in writing signed by a Director, the Courier does not contract to carry or store dangerous, verminous, infested, contaminated or condemned goods.

9.2 Where the Courier accepts dangerous goods for carriage or storage the Goods will be carried or stored subject to all the foregoing Conditions and subject also to the special Conditions specified and referred to in this Condition and in the event of conflict between the said special Conditions and the foregoing, the special Conditions shall prevail.

9.3 The special Conditions relating to the carriage of the Goods are:

9.3.1 At the time of tendering the Goods for carriage or storage the sender shall supply to the Courier a declaration in writing giving adequate and sufficient information in relation to the nature of the Goods and the hazard presented (whether or not required by statute).

9.3.2 The Goods shall be properly and sufficiently packed and labeled in accordance with any requirements specified by the Courier or otherwise with any statutory regulations in force applicable to the carriage of the Goods including but not limited to the C.P.L. and allied regulations.

9.3.3 Any additional Conditions and/or requirements communicated to the Customer by the Courier shall prevail

9.3.4 In case of non-compliance with any of the provisions of this Condition:

9.3.4.1 in any event the Courier shall not be under any liability whatsoever in respect of the dangerous Consignment save in the case of willful misconduct by the Courier in which case liability shall be determined in accordance with these Conditions; and

9.3.4.2 The Customer will be responsible for and indemnify the Courier against loss or damage and claims made upon it for which it may be or become liable in respect of injury to persons or damage to property unless the Customer proves that the loss or damage or injury is due to the willful misconduct of the Courier.

9.4 The Courier shall not be liable for loss of, or damage or delay to the Goods unless the Customer proves that such loss, damage or delay was not caused wholly or partly by failure on his part to comply with any of the special Conditions in paragraph 13.3 hereof.

9.5 The Courier may at any time at the sender's sole risk and expense return the whole or any part of the dangerous Consignment to the Customer (who shall receive it at once) or destroy or otherwise dispose of the whole or any part thereof if the Courier is of the opinion that it is necessary or advisable to do so.

## **10 Time Limits for Claims**

10.1 The Courier shall not be liable for any damage to goods or delay unless it is advised in writing within 7 days of delivery or the date specified for delivery in regard to goods not actually received.

10.2 In any event any damaged goods must be made available to Deck Courier for inspection

10.3 The Courier shall not be liable for any loss or miss-delivery unless it is advised in writing by the Customer (otherwise than upon delivery of the Courier's documents) within 7 days of transit commencing and the claim is made in writing within 10 days after transit began

10.4 The Courier shall in any event be discharged from all liability whatsoever in respect of the Consignment unless proceedings are commenced within a period of six months from the termination or transit or, in the case of loss miss-delivery or non-delivery of the whole Consignment, from the said 7 days

## 11 GENERAL

11.1 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

11.2 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

11.3 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.

11.4 The construction, validity and performance of this Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts to resolve any dispute between them.

I have read, understood and agree to comply with the above Terms and conditions.

Sign: \_\_\_\_\_ Print: \_\_\_\_\_

On behalf of Deck Courier:

Sign \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_