

CONCORDE EXPRESS (CONCORDE COURIER & CARGO LTD)



TERMS AND CONDITIONS

Please read these Terms and Conditions very carefully and particularly clauses 3.2, 6, and 9, which set out the extent of our liability under these Terms and Conditions and provide for an indemnity by you in certain circumstances.

Please note that certain items are Prohibited Items and cannot be sent by any of our Services. Please check your item against the Prohibited Item list here:

<https://concorde.express/prohibited-items>. We reserve the right to deal with any Prohibited Items at our sole discretion without being liable in any way to you or the recipient of the Consignment containing the Prohibited Item(s). For the avoidance of doubt, this means that if these items are carried, they are carried without compensation cover for damage or loss, regardless of whether compensation cover is taken out. We have the right to dispose of any Prohibited Items, in whole or in part, as we decide and reserve the right to charge you for any reasonable costs we incur in doing so.

Certain other items are carried without compensation cover for damage and at **your risk**, regardless of whether compensation cover is taken out. We do not accept any liability for damage to or made by these items caused through the use of our Service (**the No Compensation Items**). Please check your item against the item list not covered for compensation here: <https://concorde.express/prohibited-items#non-compensating>. For further details you must read clause 6.11.

Certain other items require more detail from you before they can be sent using our Service. Please check your item against the more information required list here: <https://concorde.express/prohibited-items#more-info>.

Standard Terms of Contract

1. Definitions

In these Terms and Conditions where the following terms are used, they shall have the following meanings:

(a) **"Consignment"** means any item(s) of any sort which are, may be, or are intended to be, received by us from any one sender at an address for us to carry and deliver to any recipient at any other address.

(b) **"Damaged Consignment"** means a Consignment that is no longer in the condition in which it was received by us, or which is or becomes a health and safety risk.

(c) **"No Compensation Items"** means items that are carried without compensation cover for damage and at your risk.

(d) **"Out of Gauge"** a Consignment is deemed Out of Gauge if it is outside of the weight and dimensions that we carry on a particular service.

(e) **"Prohibited Items"** means cannot be carried on any Service.

- (f) **"Purchased"** means when you accept the Service Order.
- (g) **"The Collection Point"** means the address at which a Consignment is received or collected by us.
- (h) **"The Delivery Point"** means the address to which any Consignment is delivered by us.
- (i) **"The Excepted Risks"** means:
- (i) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or loot, sack or pillage in connection, and/or
 - (ii) Ionising radiations or contamination 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 assembly or nuclear component of the same, and/or
 - (iv) Pressure waves caused by aircraft and other aerial devices travelling at the speed of sound or faster, and/or
 - (v) The absence, failure or inadequacy of the packing or packaging used for a Consignment.
- (j) **"The Service Order"** means the summary of the order displayed during the ordering process which is confirmed to you in the confirmation e-mail that is sent once acceptance of the order has occurred.
- (k) **"This Agreement"** means these terms and conditions, together with the Service Order.
- (l) **"Us, We or Our"** means Concorde Courier & Cargo Limited, together with its directors, employees any agents subcontractors or couriers acting on its behalf.
- (m) **"You"** means the customer who is contracted with us as set out in the Service Order.
- (n) **"Returned to Sender"** A Consignment may be returned to sender (i.e. to us) if the recipient sends it back to us and you:-
- (i) Do not accept receipt of that item;
 - (iii) Do not pay any outstanding charges; and/or
 - (iii) If the item is delivered and is an Out of Gauge item for which you nor the recipient pay the underpayment.
- (o) **"Service"** means the service and carriage of a Consignment by us in accordance with the particulars set out in the Service Order.

2. Our Obligations

2.1 We will carry out the Service(s) for you whilst this Agreement is in force, in return for the payment by you to us of the price set out in the Service Order and in accordance with the terms of this Agreement.

2.2 We shall have the right to make any changes to the Service(s) which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Service(s) and we shall notify you of any such changes.

2.3 We warrant that the Service(s) will be provided using reasonable care and skill.

3. Loading and Unloading

3.1 If collection or delivery of a Consignment takes place at your premises, we shall not be under any obligation to provide any equipment or labour which, apart from the driver collecting the Consignment, may be required for loading or unloading of a Consignment.

3.2 Any Consignment (or part of a Consignment) requiring any special equipment for loading and unloading shall be accepted by us for transportation only on the understanding and condition that such special equipment will be made available at the Collection Point and the Delivery Point as required. Where such equipment is not available and if we agree to load or unload the Consignment (or part of the Consignment) we shall be under no liability or obligation of any kind to you for any damage caused (however it may be caused) during the loading or unloading of the Consignment. This includes any damage caused whether or not by our negligence and you shall agree to indemnify and hold us harmless against any claim or demand from any person arising out of our agreeing to load or unload the Consignment in these circumstances.

4. Collection and Deliveries

4.1 We will make one attempt to deliver a Consignment during normal working hours. If we cannot obtain a delivery receipt at the Delivery Point you agree that we shall be authorised to attempt to:

(a) Deliver the Consignment to, or obtain a delivery receipt from, an alternative address close to the Delivery Point; or

(b) Deliver the Consignment to a safe location at the Delivery Point and (if successful) we agree that we will leave at the Delivery Point details of the address or safe location to which we have delivered the Consignment.

4.2 If we are unable to deliver to the Delivery Point, a nearby address or a safe location, we shall return the Consignment to our premises and leave a request for the recipient of the Consignment to contact us to make alternative delivery arrangements to the Delivery Point. If the recipient does not contact us to arrange the alternative delivery within **7 days** we will return the Consignment to you at your cost (such cost to be discharged before delivery to you).

4.3 If we consider that the Consignment has become a Damaged Consignment and cannot be delivered because it is or in our reasonable opinion is likely to be unsafe hazardous or harmful we reserve the right to dispose of the Damaged Consignment immediately.

5. Sub-Contractors

5.1 You agree that we may use another carrier in order to support our provision of the services to you (this will be at our own expense) and you agree that both we and this other carrier shall be entitled to the protection of all of the terms of this Agreement which exclude or limit liability for any losses or damage.

6. Our Liability

YOUR ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE AND THE LIMITS OF OUR LIABILITY WITHIN IT.

6.1 Where you deal with us as a consumer, nothing within these terms and conditions shall be deemed to affect your rights under the Unfair Contract Terms Act 1977. For the avoidance of any doubt, when you deal with us as a business the Unfair Contract Terms Act 1977 is hereby excluded to the fullest extent legally possible and you are further referred to additional terms relating to business clients set out below.

6.2 Nothing in this Agreement shall limit or exclude our liability for:

- (a) Death or personal injury caused by our negligence;
- (b) Fraud or fraudulent misrepresentation.

6.3 As a responsible business, we will perform the Service(s) in a professional manner with the appropriate level of skill and care. However, damage to a Consignment may still occur as a consequence of our handling of it and in such circumstances, our liability shall be limited as set out in these Terms and Conditions. The reasoning behind this limitation of our liability is as follows:

- (a) The value of a Consignment and the amount of potential loss to you that could arise if a Consignment is damaged or lost is not something which we can easily ascertain but is something which is better known to you. In many cases it cannot be known to us at all and can only be known to you;
- (b) The potential amount of loss that might be caused or alleged to be caused to you is likely to be disproportionate to the sum that we could reasonably be expected to charge you for providing the Service(s) under this Agreement;
- (c) It is not possible for us to obtain cover which would give unlimited compensation for our full potential liability to all of our customers and, even if it were, such cover would be much cheaper if taken out by you (rather than us taking out such cover and passing the cost on to you) and on that basis, it is more reasonable for you to take out such cover from an independent third party. Please note that you are also

able to purchase compensation cover from us for your Consignment during the ordering process;

(d) We wish to keep the costs of providing the Service(s) to you as low as possible;

(e) In light of the above we wish to limit our liability for any damage or loss caused to you to a level which we consider reasonable to our low charges for providing the Services.

(f) In these Terms and Conditions, damage to you means any damage suffered by you (including any loss of, or damage to, a Consignment and any other loss, whether or not known to you or us or in either of our contemplation at the time of entering into this Agreement), however it arises but only so long as it is caused by our negligence, breach of duty or other wrongful act or omission (which includes any deliberately wrongful act or omission) and any breach of any the terms of this Agreement, or any terms implied by statute (where applicable);

(g) We investigate all claims received by us in a fair and speedy manner, but such investigations are more accurate and are easier to perform soon after the loss or damage is alleged to have incurred and on that basis, the timescales set out in this Agreement are necessary to ensure that such investigations can be performed fairly.

The Extent of our Liability

6.4 We shall only be liable for damage or loss caused to you if it is caused by our negligence, breach of duty or other wrongful act or omission, and only subject to the limitations set out within this clause 6 and clause 7;

6.5 We shall not be liable to you under any circumstances for any direct or indirect loss (including, but not limited to loss of profits, or loss of goodwill) or for any other special or indirect losses, costs, damages, or claims which do not arise naturally as a result of our negligence, breach of duty, or other wrongful act or omission.

6.6 We shall not be liable to you:

a) Under any circumstances where there are any material discrepancies (meaning more than 10% difference) between the declared dimensions and weights and the actual dimensions and weights;

b) for any damage caused by our negligence, breach of duty, or other wrongful act or omission, which you have, or you have arranged to be, repaired, unless it is agreed by us that the repair work is to be carried out and that a repairer approved by us undertakes this work;

c) In any circumstances in respect of the items on the Prohibited items; Special Provisions items and for damage to the No Compensation Items lists, unless otherwise stated by us.

The Limitation on the Amount of our Liability

6.7 If we are liable to you for any reason, we shall (subject always to clause 7) only be liable to refund to you the cost paid for the Service(s), unless you have purchased compensation cover for your Consignment from us.

For the avoidance of doubt, this includes any compensation cover you may require in respect of any items listed on the "Special Provisions" and "No Compensation Items" lists. **The items on the "Prohibited Items" list are prohibited and no level of compensation cover taken out by you will change whether these items will be allowed.**

Where you purchase compensation cover for your Consignment from us, our liability to you is limited to the value of the compensation cover taken out or the actual value of the Consignment at the date of loss (whichever is the lesser). **Where you do not purchase compensation cover, you confirm that you accept the risks of not doing so.**

We will not be liable to repay you the market value of the Consignment as at the time it was purchased by you. Consignments by their nature are subject to depreciation. **You must take out a "new for old" compensation policy should you wish to be compensated in this way.**

6.8 In order to ascertain the extent of our liability above, we shall require proof of the value and weight of the entire Consignment and any part or parts of it which make it up and you must ensure that, prior to our collection of the Consignment, you have a record of these. For the avoidance of any doubt, and without affecting clause 6.5, we shall only be liable for the replacement value of the Consignment and not for any sums that would amount to profit on the Consignment or applicable value added tax (or like tax) on such profit.

6.9 If a claim arises as a result of damage to the whole or part of a Consignment and if we settle the claim for a sum equal to or greater than the value of the Consignment, then we shall be entitled to claim ownership of the Consignment and deal with it as we see fit. For the avoidance of any doubt, we shall be responsible for the cost of recovery of the Consignment.

6.10 If you wish to combine a number of discrete packages you must do this within an outer box or packaging fully encompassing each discrete package. If you do not do this and any individual discrete package(s) come apart in transit resulting in one or more of them being lost, then once the remaining parcel(s) are signed for by the recipient, you accept that you cannot make a claim for loss or partial loss of that consignment.

No Compensation Items and Special Provisions Items

6.11 As stated at the beginning of these Terms and Conditions, certain items are carried without compensation cover for damage and at your own risk regardless of whether compensation cover is taken out. A list of these can be found at: <https://concorde.express/prohibited-items#non-compensating>

We do not accept any liability for, damage to or damage caused by any of the items on these lists, whatsoever and howsoever damage is caused, whether in contract, breach of statutory duty, tort (including negligence) or otherwise.

For the avoidance of doubt, if compensation cover is taken out for the items on the "Special Provisions Items" and/or "No Compensation Items" lists they will be carried with compensation cover only in the event they are lost by us.

Special Provisions

6.12 (a) We shall not, in any circumstances, be liable to you for any damage caused arising directly or indirectly as a result of any of the Excepted Risks.

(b) If at any time we are prevented or delayed from starting, carrying out or completing any of the Services because of a strike, lock out, labour dispute, weather conditions, traffic congestion, mechanical breakdown or obstruction of any public or private road or highway or any other cause beyond our control, you shall have no claim for damages against us for any loss that you may suffer as a result PROVIDED that, where the delay is caused by the mechanical breakdown of one of our vehicles, we shall use our best endeavours to provide a replacement vehicle with the minimum delay practicable.

(c) We shall not in any circumstances be liable for any late delivery or missed delivery or failure to deliver caused by or contributed to by any deficient or ambiguous labelling of a Consignment and you agree to be responsible for ensuring that such labelling is clear and unambiguous.

6.13 If our performance of any of our obligations under this Agreement is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("**Your Default**"):

(a) we shall (without limiting our other rights or remedies) have the right to suspend performance of the Service(s) until you remedy Your Default and, and we shall have the right to rely on Your Default if Your Default prevents or delays our performance of any of our obligations;

(b) We shall not be liable for any costs or losses that you may suffer that arising directly or indirectly from our failure or delay to perform any of our obligations; and

(c) You shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from Your Default.

7. International Carriage

7.1 If we are requested to collect from, or deliver a Consignment to, a country outside of the United Kingdom our terms of liability (subject to clause 7.2 below) shall be governed by the relevant provisions of the Convention on the Contract for International Carriage of Goods by Road as set out in the Schedule to the Carriage of Goods by Road Act 1965 (as amended) ("the CMR Regulations") and, in particular, articles 17 onwards and those provisions shall be deemed to be incorporated into this Agreement and will apply in place of any inconsistent terms within this Agreement. We can provide a copy of these provisions if requested, but even if these are not requested you will be deemed to have read, understood and agreed to them and their incorporation into this Agreement.

7.2 If the carriage of any Consignment occurs by air travel and involves stopping in a country other than the country of departure then the Montreal Convention as amended shall be generally applicable to such part of the carriage as occurs by air and, in particular, our maximum liability in respect of loss of or damage to any such Consignment during air travel shall be limited to the amount set out in the Montreal Convention (namely £1,870 per ton of the gross weight (i.e. including any and all packaging) of the Consignment).

7.3 We shall not be responsible for any local customs charges, import taxes or duties or any similar charge(s) incurred through our carriage and/or delivery of any Consignment and you must satisfy yourself as to whether any of these charges will become due, and if so in what amounts, before completing an order with us. If any such charges become due as a result of our carriage and/or delivery of a Consignment on your behalf and are charged to us by any competent authority you agree to reimburse us fully in respect of the same within 7 days of our demand.

7.4 The provisions at clause 8.6 shall apply to this clause 7.

8. Claims and Refunds

8.1 We shall not be liable to you under any circumstances for any loss or damage unless you notify us either via our website OR by written notice to The Cube, Coe Street, Bolton, BL3 6BU within:

(a) 14 days of delivery of the Consignment in the case of damage to all or part of a Consignment or loss of part of a Consignment;

(b) And in all other cases (including, but not limited to, loss of the whole of a Consignment) within 28 days from when the Consignment was collected or received by us.

Making a Claim

8.2 The procedure for applying for a claim for loss, damage or part damage ("Claim") is as follows:-

- (i) Log into the "My Account" section on our Website.
- (ii) In the "Submit a New Claim" section please click "Create Claim".
- (iii) Fill in the details as indicated.
- (iv) Click "Submit".

8.3 Once your Claim has been submitted to us we will review it before deciding whether we are able to make an offer to settle your Claim.

8.4 You will be notified of our decision of whether we are able to settle your Claim or what offer we are prepared to make ("Our Offer") in the "Your Claims" section on the "My Orders" page of "My Account".

Accepting Our Offer for your Claim

8.5 The procedure for accepting Our Offer is as follows:-

- (a) Log into "My Account".
- (b) Click "Accept Offer".
- (c) Choose one of the 2 payment options.
- (d) Insert the account details for the account you wish Our Offer to be paid into. It is your responsibility to provide the correct account details into the boxes provided. Please note that we will not be liable for any incorrect details which are provided by you. For the avoidance of doubt we will not be obliged to make any further payments to you in the event that you have provided incorrect account details. Furthermore we are not obliged to reverse any payments we may make to incorrect accounts as a result of you providing incorrect details.

Requesting a Refund

8.6 The procedure for requesting a refund is as follows:

- (i) On our website, go to the Our Live Help Desk section.
- (ii) Enter your Concorde Express reference number; and
- (iii) If your claim is in connection with a service failure, please provide your parcel tracking number.
- (iv) Alternatively, you can submit your request for a refund in writing to us.

8.7 Refunds may be given at our discretion and in accordance with the service definitions made available to you at the time of payment.

8.8 Should a refund be appropriate, it shall be made back to the payment method originally used to book the transaction or into a prepay account with Concorde Express

8.9 Refunds can only be processed to the contracted party who booked the order.

8.10 Refunds will not be offered for consequential loss.

8.11 Refunds must be requested within 15 days from the date the order was placed.

Consignments Returned to Sender

8.12 If a Consignment is returned to Sender we shall give you 14 days in which to collect the Consignment, failing which we reserve the right to dispose of it. We shall not be liable to you under any circumstances for any loss caused by us exercising this right and you failing to collect the consignment in the timescales specified.

9, Your Indemnity

9.1 We shall assume, for the purposes of this Agreement, that you are the sole owner of every item dispatched in the Consignment but if any other person makes a claim against us for loss of or damage to any such items beyond our liability to you then you agree that you shall indemnify us against any losses or liabilities that we suffer through that claim (including all legal costs and expenses) and you agree that we shall have

no liability to you in these circumstances, regardless of whether such claims exceed any limitations of liability set out in this Agreement.

9.2 You agree to indemnify us against any losses or liabilities that we may suffer through the loss of, or inability to deliver, a Consignment caused by deficient or ambiguous labelling of such Consignment.

9.3 You agree to indemnify us against any losses or liabilities that we may suffer through a breach by you of any of your obligations set out in clause 11.

10. Payment

10.1 If you are a business customer with a business account then:

(a) You shall make payment to us within 7 days of the relevant invoice being issued to you, such invoice to be issued monthly in arrears;

(b) without limiting any other right or remedy of ours, if you (as a business customer only) fail to make any payment due to us by the due date for payment, we shall have the right to charge interest on the overdue amount at the rate of 8% per annum above the then current Bank of England's base lending rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly;

(c) you shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

10.2 If you are not a business customer with a business account you shall pay all charges applicable in respect of the Service(s) provided by us in accordance with the payment terms set out in the Service Order.

10.3 We charge for our Service(s) based on the dimensions and weight of each Consignment. We may check the dimensions and/or weight of each Consignment. In the event we find that the dimensions and/or weight of a Consignment have been under declared by you when checked by us, you agree:

(a) That the dimensions and/or weight that we reasonably determine may be used for the purpose of the calculation of our charges;

(b) We may charge any price difference to you in accordance with our current rates and may also charge an administration fee for correcting such under declaration (together, "Additional Charges");

(c) If you are a business customer with a business account, to pay the Additional Charges in accordance with clause 10.1;

(d) If you are not a business customer with a business account, to authorise us to debit the Additional Charges directly from the debit/credit card or PayPal account used to make the original payment. If the Additional Charges (whether whole or part)

cannot be paid by this means, the balance is due within 7 days of a relevant invoice being issued to you; and

(e) We may suspend performance of the Service(s) until the Additional Charges are received by us. If we exercise this right we shall not be liable to you in any circumstances for any costs or losses arising directly or indirectly that you may suffer as a result and clauses 6.13 and 8.12 shall apply.

10.4. Should the provision of any Service(s) mean that we have to deliver a Consignment on a bank or other public holiday we shall be entitled to make a reasonable extra charge for any additional costs incurred by us as a result.

10.5. All charges stated, whether by invoice or in the Service Order, shall be exclusive of any applicable value added tax which shall be added to the total sum payable to be repaid by you.

10.6 From time to time, we may provide you with a discount code to be used with your order. You may only use a discount code once, with one order.

10.7 In the event that you use the same discount code with more than one order, we may, at our absolute discretion:

(a) Cease trading with you and/or your business; and/or

(b) Remove your ability to place orders with us; and/or

(c) Intercept your Consignment(s) and re-direct it to our depot in Leicester. An administration charge of £15.00 per Consignment is applicable, should you wish for the Consignment(s) to be re-shipped and/or collected.

11. Prepay (Credit)

11.1 At any time where we offer customers a system of payment on account with bonus credit being applied to such accounts, we shall refer to such system as "Prepay" and the additional provisions of this clause 11 shall apply.

11.2 Your current Prepay credit and any applicable bonus credit shall be separately recorded and the total balance of these credits shall be shown in your account through our website.

11.3 When you accept the Service Order our system will check your Prepay credit and bonus credit balance. The price set out in the Service Order shall be deducted from the balance. If such deduction would result in a negative balance then you shall make up the difference in accordance with the provisions of clause 10 (Payment). We may set a minimum Prepay limit from time to time on any credit payments made to your Prepay account and these will be notified to you through our website (currently £20).

11.4 Any payment made on account under the Prepay system shall be deemed as a payment for services to be ordered from us. After the initial refund period described below our liability to you will be to provide services to the value of the account balance. Cash balances will not be returned except in cases where you received a defective service and requested a refund of the unused Prepay cash balance held

on the account. Any such refund shall be provided subject always to the provisions of clause 6 and you complying at all times with your obligations under clause 12.

11.5 If you do not place any orders for a 6 month period we will send an e-mail to the address in your Account Details to remind you of your balance. This will be repeated at 12 months and 18 months. When a period of 24 months has passed with no orders placed we will assume that your account is no longer active, the Prepay balance will expire and you shall have no further claim to such balance (including in order to pay for services).

11.6 If you change your mind after making a payment on account you may request a refund. The procedure for requesting a refund from your Prepay balance or otherwise is set out in clause 8 above. In such cases the amount refunded will be the sum of the original payment less the value of any services ordered on account.

12. Your Obligations

12.1 You agree to:

- (a) Ensure that the information you supply in the Order Schedule is complete and accurate;
- (b) Co-operate with us in all matters relating to our provision of the Service(s);
- (c) provide us with access to your premises, office accommodation and other facilities as reasonably required by us if any of these are to be the Collection Point or Delivery Point and be responsible for ensuring that the premises are free of hazardous materials and do not pose a health and safety risk to us ;
- (d) Provide us with such information and materials as we may reasonably require in order to supply the Service(s) and ensure that such information is accurate in all material respects.

12.2 You agree that we shall not be required, and that you shall not cause us, to carry anything if it would be illegal or unlawful for us to do so (either in the UK or any country to which a Consignment is to be delivered). You agree that should you do this, you will indemnify us against any losses and/or damage that we may suffer as a consequence.

12.3 We will not, without specific separate written agreement, carry: livestock; liquids; perishable goods; gasses; pyrotechnics; arms; ammunition; corrosive; toxic; flammable; explosive; oxidising or radioactive materials. In addition we will not carry any items which are on our prohibited list above.

12.4 We reserve the right to refuse to carry any parcels which are neither the property of, nor sent on behalf of, you.

12.5 You understand that:

- (a) All Consignments shall be accepted at the Delivery Point and that the recipient shall give our driver an appropriate receipt and you agree that this receipt shall be conclusive evidence of delivery of the Consignment by us. This clause 12.5(a) shall

not apply where such receipt is obtained as a result of fraud, collusion or dishonesty on the part of our driver.

(b) If there is a strike by any employees of yours, or the employees of any person receiving delivery, then you agree that our representative shall not be asked to perform any additional duties or any duties of a strike-breaking nature.

13. Miscellaneous

13.1 Unless specifically agreed otherwise, "working days" do not include Saturdays, Sundays or public holidays.

13.2 We will not provide any refund or reduction of charges if we receive less than the number of parcels for which you have contracted.

14. Nature of Agreement

14.1 This Agreement, the Order Schedule, the CMR Regulations and the Montreal Convention (so far as they are applicable) shall constitute the entire contract between us and you and the contract shall not incorporate, or be deemed to incorporate any provisions of any other documents. In addition, this contract and the documents referred to above shall supersede any previous contract, warranty or representation made or given by us relating to the Service(s) set out in the Order Schedule.

15. Variation

15.1 No variation, amendment or cancellation of the terms of this Agreement (other than the Order Schedule) shall be binding upon us unless and until it is confirmed in writing by a director of us and, for the avoidance of any doubt, it is declared that no person other than a director has authority to negotiate or enter into any commitment on behalf of us which would or might (but for this clause) involve us in any legal liability whatsoever.

16. Termination

16.1 This Agreement may be terminated by either party giving to the other one month's written notice of its desire to terminate this Agreement. This Agreement may also be terminated immediately if the other party breaches any of its obligations under this Agreement or (in the case of an individual) becomes bankrupt or (in the case of a company) goes into liquidation other than for the purposes of reconstruction or amalgamation, or has an administrator or receiver appointed over any of its or his property or income or make any deed or arrangements with or for the benefit of his or its creditors.

16.2 On termination of this Agreement for any reason:

(a) you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Service(s) supplied where the Consignment has been delivered but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

(b) In respect of a Consignment which has already been paid for and which has been received but not yet delivered, then we shall deliver such Consignment in accordance with the terms of this Agreement;

(c) In respect of a Consignment which has not been paid for but which we have received but not delivered, we shall return the Consignment to you.

(d) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and

(e) Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

17. Applicable Law

17.1 This agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

17.2 You irrevocably agree, for our sole benefit that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual claims). Nothing in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions prevent us from taking proceedings in any other jurisdictions, whether at the same time or not, to the extent permitted by the law of that other jurisdiction

18. Extra

18.1 If a collection is placed and the driver attempts to pick up the shipment and there is nothing to be picked up there will be a £12 fee issued that will be invoiced to the client.

18.2 If the dimensions of the shipment are incorrect or misdeclared the following charges may apply - £1 per KG (overweight) for domestic and international charges may vary. In addition there will be £5 admin fee regardless of type, service or weight.

18.3 We as Concorde Express hold the right terminate any account that is in violation of any policies that we hold.

18.4 We as Concorde Express hold the right to terminate any account without consent.

18.5 Before any account can be terminate the client must pay off all the outstanding invoices.

18.6 Any account deemed of malicious activity will be suspended until an investigation is scheduled, once the investigation has completed and account or client is confirmed to doing malicious actions then the client will not be able to use the services provided by Concorde Express.

18.7 If a deposit is taken and the account has been suspended the deposit will not be refunded.

18.8 Failure to pay the outstanding invoices will result in termination of the account and also the undelivered shipments will be either returned or destroyed.

18.9 We are not liable for any damage done to the shipment once it has been handed over to the carrier.

18.10 Although the Company shall use reasonable endeavours to provide the Service within the estimated timescales, the Company cannot guarantee the collection or delivery times specified.

19. DELAYS IN SERVICE

19.1. Delays in service may be experienced under the following conditions:

19.2. Weather such as Snow, Ice, Hurricane, Tornado and any other such weather that can reasonably be expected to cause a disruption to the service.

19.3. War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or usurped power.

19.4. Ionising Radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

19.5. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

19.6. Delays caused by government & customs department.

20. CUSTOMER OBLIGATIONS

20.1. Each parcel must bear or be accompanied by the duly completed documents provided by The Company and/or The Carrier. The Customer shall be liable for any errors in their completion.

20.2. The Customer is responsible to ensure that sufficient packaging is used for each consignment. Please read the following guidelines on the Concorde Express website to find information on how a shipment shall be correctly packaged.

20.3. The packaging must ensure that access to the parcels content is not possible without leaving a clear trace on the outside of the parcel.

20.4. Concorde Courier & Cargo Ltd is committed to providing you with information to ensure as best as possible your shipments are delivered with speed and in good condition. However, shipments are handled regularly as they pass through a courier network both within the UK and Worldwide so in order to make sure your shipments arrive in the best possible condition the packaging guidelines provided by both us and in some instances the carrier selected by our customer, must be adhered to.

Concorde Courier & Cargo Ltd will accept no liability for the packaging advice it provides and our customers remain responsible for ensuring all packaging is adequate for transportation. Concorde Courier & Cargo Ltd also make no assurances that by following our guidelines your parcel will not be damaged during transit. We reserve the right to reject a claim for damage should the packaging be deemed unsuitable for the transportation of goods through a courier network and will refer such cases to the information provided within our terms and conditions.

20.5. For parcels sent using the Concorde Express 'EXPRESS' or the Europe by Road Service AN ADDITIONAL CHARGE OF £7.00 INCLUDING VAT CHARGE WILL APPLY IN THE EVENT THAT YOUR PARCEL HAS NOT BEEN TAPED APPROPRIATELY. This charge is to cover the cost of labour and materials for re taping your parcel in order for its safe delivery. Re taping your parcel shall not affect your parcels dimensions or weight.

20.6. Further to clause 20.5 above, re taping shall not apply to parcels that the Company considers are not capable of being secured safely without replacing the packaging. IN THE EVENT THAT THE PACKAGING MUST BE REPLACED, AN ADDITIONAL CHARGE OF £11.00 INCLUDING VAT WILL APPLY.

20.7. Further to clause 20.5 and 20.6, should the customer not authorise the additional charge payment to be taken, the order will be cancelled and the parcel will be held by the Company until the Customer has paid the cost to return the parcel in a secure condition with a Courier selected by the Company to the original collection address. The Company shall hold the parcel for a maximum of 21 days.

20.8. All data to be provided by the Customer (including by electronic means) in relation to the ordering, labelling, Carriage or invoicing of the Consignment shall be accurate, complete, of the correct type, and be provided in a timely manner as required by the Company. Such data shall include but not be limited to the weight of the Consignment; an accurate description of the contents of the Consignment; a full and accurate name and address of the Receiver including the postcode, a mobile telephone number, email address and a day time landline telephone number. IF THE CUSTOMER HAS FAILED TO PROVIDE ALL SUCH NECESSARY DATA, THEN THE CARRIER SHALL BE ENTITLED TO REFUSE TO CARRY THE CONSIGNMENT AND THE COMPANY SHALL CHARGE THE CUSTOMER ACCORDINGLY FOR THE COST OF RETURNING THE CONSIGNMENT TO THE Customer's COLLECTION ADDRESS. AN ADMINISTRATION CHARGE OF £8.00 INCLUDING VAT FOR THE ARRANGEMENT OF THE RETURN CARRIAGE SHALL ALSO APPLY.

20.9. For the purpose of clause 20.8 above, the unit of measurement for the weight shall be in kilograms to the nearest single decimal place.

20.10. Once the Customer's item has been collected, it may only be delivered to the delivery address specified when the order was placed.

20.11. In the event that the Carrier concludes that there is a problem with the Customer's Consignment which prevents the fulfilment of the Service, the Customer shall be notified of the problem. If the problem is caused as a result of the Customer's breach of the terms under this agreement (i.e. insufficient packaging, restricted items, incorrect information supplied) then the Customer shall pay the cost of carriage for the safe return of the Consignment to the original Collection Address. SHOULD THE CONSIGNMENT NOT BE SAFE TO RETURN, 72 HOURS WILL BE GIVEN FROM THE DATE AND TIME THE CUSTOMER IS NOTIFIED OF THE PROBLEM TO COLLECT THE CONSIGNMENT FROM THE CARRIERS DEPOT. SHOULD THE CUSTOMER NOT COLLECT THE CONSIGNMENT WITHIN THIS TIME FRAME, THE CONSIGNMENT WILL BE DISPOSED OF. A new order will need to be placed should the Customer wish to send the Consignment again.

20.12. For International Shipments, it is the responsibility of the Sender to submit all papers required for the customs clearance.

20.13. In the event that the intended recipient of the Consignment refuses to pay any customs duty imposed by the relevant authority, the Sender shall be required to pay the customs duty before the Consignment shall be released and delivered. SHOULD THE SENDER REFUSE TO PAY THE CUSTOMS DUTY, THE CONSIGNMENT WILL BE DISPOSED OF.

20.14. In the event that the Consignment is returned to the Collection Address, the Customer shall not be eligible for a refund or compensation.

20.15 Reselling of Concorde Express's service is permitted given that the Client is a business Client and has informed a member of the Concorde Express Team, in which case different rates could potentially apply.

20.16 Reselling of Concorde Express's service only includes services provided by Concorde Express and not the carriers associated with Concorde Express. If Client resells a service provided by an associated carrier the account shall be terminated, fees and charges apply and all the undelivered shipments will either be returned or disposed of.