

TERMS & CONDITIONS

Gateway Distributions Ltd - TERMS & CONDITIONS OF BUSINESS

1. DEFINITIONS

Cancellation Fee - means a fee charged by the Carrier for the cancellation of the Service by the Customer prior to the booked collection time and after the Vehicle has departed to fulfil the booking

Cancellation on Arrival fee - means a fee charged where a Consignment or Passenger is not ready for collection (for whatever reason) by the end of the waiting time allowed by the Carrier under Clauses 2.7 and 3.6 below, or where an item in a Consignment exceeds the maximum permitted weight under Clause 3.8

Carrier - means Gateway Distributions Ltd and all subsidiary companies and any sub-contractor of Gateway Distributions Ltd

Consignment - means goods of any nature (other than Excluded Goods as defined below) which the Customer requests the Carrier to carry from one address to another

Conditions - means the conditions of carriage set out in this document including any alteration, variation or amendment subsequently advised to the Customer by the Carrier

Customer - means the person or company who contracts with the Carrier for the services of the Carrier

Contract - means the contract of carriage between the Customer and Carrier on these Conditions

Dangerous Goods - means those substances and articles the carriage of which is prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) as applied in the United Kingdom, or authorised only under the conditions prescribed by ADR

Electronic Equipment - means equipment of an electronic nature such as (but not limited to) mobile phones, televisions, computers, portable digital appliances, CD/DVD/mp3 players/recorders, cameras and scientific measuring equipment

Excluded Goods - means money and securities (including cheques, bankers drafts, bonds, share certificates, bills of exchange, promissory notes), stamps, photographs, deeds, documents of title to property, jewellery (in any form), precious stones, gold, silver and other precious metals, non-ferrous metals (other than in component form), antiques and works of art (including original paintings, drawings, sketches, limited edition prints, sculptures and the like), watches, furs, drugs, human remains, nuclear fuel or nuclear waste, spirits, tobacco and cigarettes brittle/fragile/breakable articles including but not limited to glassware and mirrors, animals, livestock and Dangerous Goods

Passenger - means a person (including the Customer where applicable) who the Carrier agrees to transport from one place to another

Seizure or Forfeiture - means any detention of the Consignment, or part thereof, by the Police, HM Revenue & Customs, Border Agency or other statutory or regulatory body whether in the UK or overseas

Service - means the carriage of goods or passengers requested by the Customer

Price List - means the list maintained by the Carrier of its charges for the Service and any ancillary charges quoted to the Customer or as published on the Carrier's website prior to or at the time of the booking

Temperature Sensitive Goods - means goods which are subject to decay, deterioration or damage if not held under refrigerated conditions *Vehicle* - means the vehicle employed by the Carrier to perform the Service

2. CARRIAGE OF GOODS

3.1 Customer status

The Customer warrants that he is either the owner of the Consignment or is authorised by such owner(s) to accept these Conditions on such owners' behalf.

3.2 Requirement that customers ensure all goods properly packed for shipment (incl. acknowledgement that goods will be multi-handled)

The Carrier does not offer or provide a packing or packaging service. The Carrier shall be under no obligation to accept, carry or deliver a Consignment if, in the opinion of the Carrier, it is insufficiently packaged for the intended Service. The Customer acknowledges that the Consignment may in the course of carriage have to be handled on numerous occasions and warrants that the packaging of the Consignment is sufficient to withstand the ordinary rigours of transit.

The Customer shall pay special attention to the packaging of furniture, Electronic Equipment and any other equipment sensitive to physical damage.

3.3 Customer to ensure correct size Vehicle is booked, taking into account weight and volume of Consignment

The Customer must, at the time of booking, specify the type and size of Vehicle which he requires to perform the Service. The Carrier shall not be liable for any losses to the Customer whether direct or consequential which may arise because the Vehicle is not capable of performing the Service due to the size, weight or volume of the Consignment exceeding the permitted load capacity of the Vehicle.

The Customer must, with reasonable accuracy, declare to the Carrier at the time of booking the weight, size and/or volume of the Consignment and must specify whether an additional operative and/or any equipment is required to lift or move the Consignment or any item within the Consignment.

If no such declaration is made the Customer warrants that the Consignment, or any one item within the Consignment, does not exceed 32 kg and is capable of being moved by one person.

3.4 Items have to be ready for driver

The Customer shall ensure that the Consignment is ready and available at the collection time agreed between the Customer and the Carrier at the time of booking.

3.5 Waiting time

The Carrier will allow 9 minutes for loading, unloading or waiting when picking up or delivering any Consignment. Thereafter the Carrier reserves the right to charge the Customer for the total loading/waiting time (for the avoidance of doubt, including the first 9 minutes) in accordance with the Price List.

3.6 Cancellation on arrival

In the event that the Consignment is not loaded to the Vehicle within 9 minutes of the agreed collection time the Carrier may refuse to accept the Consignment

and reserves the right to charge a Cancellation on Arrival fee or may charge an additional fee in accordance with its Price List for the total period of waiting (for the avoidance of doubt including the first 9 minutes).

3.7 Driver not authorised to accept otherwise excluded items

The Carrier's driver or other operative is not authorised by the Carrier to vary, waive or otherwise amend the terms of the Contract and is not authorised to accept for carriage any Excluded Goods or any item other than in accordance with these Conditions.

3.8 Loading of Consignments

The Carrier's driver will perform a Health & Safety risk assessment prior to loading any Consignment into the Vehicle. Unless the Vehicle is fitted with lifting equipment the maximum weight of any one item within a Consignment is 32kg where one driver is employed for the Service. The Carrier's driver may refuse to carry the Consignment if as a result of his risk assessment he considers it unsafe to load and the Carrier reserves the right to cancel the booking, charge a Cancellation on Arrival fee and re-book the Service with the equipment required to move the Consignment safely. The Carrier shall not be liable for any losses to the Customer whether direct or consequential which may arise as a result of such cancellation.

Where a Consignment or any part of it exceeds 32 kg and the Carrier is notified by the Customer at the time of booking an additional operative and/or any lifting equipment will be provided (at a rate to be agreed between the Customer and Carrier. In the absence of agreement the Carrier shall be under no obligation to supply such operative or equipment).

3.9 Provision for treatment of an undeliverable Consignment

3.9.1 Where the Carrier is unable to effect delivery of all or part of a Consignment as requested by the Customer the Carrier shall (at the expense of the Customer) return the Consignment, or any undelivered part of a Consignment, to the Carrier's nearest depot.

3.9.2 The Carrier will take all reasonable steps to notify the Customer of an undelivered Consignment (or part thereof) and obtain the Customer's further instructions. An instruction from the Customer to re-deliver the Consignment will incur a further charge in accordance with the Price List.

3.9.3 Where the Customer fails to provide further instructions within seven (7) days of a written request from the Carrier, the Carrier may give the Customer 21 days written notice that, in the absence of reasonable instructions or collection, it will dispose of the Consignment either by destruction or by sale, as appropriate having regard to the nature of the Consignment. All proceeds of any sale pursuant to this provision shall first be applied to discharge any sums then due from the Customer to the Carrier, and any balance shall be paid over to the Customer.

3.10 Delay

The Carrier will use its best endeavours to complete the Service in the shortest time possible but does not guarantee delivery of any Consignment by any specific time and will not be liable for any direct or consequential loss caused to the Customer or any other party as a result of alleged delay in completion of the Service.

3.11 *Lien & Power of Sale*

The Carrier shall have:

3.11.1 a particular lien on the Consignment, and

3.11.2 a general lien against the Customer for any unpaid sums due to the Carrier.

If such lien, whether particular or general, is not satisfied within a reasonable time, the Carrier may upon 21 days written notice to the Customer sell the Consignment, or part thereof, as agent for the Customer and apply the proceeds towards any sums then due from the Customer to the Carrier (including but not limited to the expenses of the retention, insurance and sale of the Consignment) and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment.

3.12 Liability of the Carrier for loss, damage or misdelivery

3.12.1 The Carrier shall not in any circumstances be liable for any loss, damage or misdelivery of Excluded Goods. Excluded Goods may be accepted for carriage but only at the Customer's own risk. The Customer is strongly advised to arrange full insurance in respect of any loss or damage or misdelivery of Excluded Goods.

3.12.2 The Carrier shall not be liable for any mechanical, electrical or electronic breakdown or derangement to any machinery within a Consignment or to Electronic Equipment.

3.12.3 The Carrier shall not be liable for any loss or misdelivery or damage to any Consignment due to any cause which the Carrier was unable to avoid or prevent by the exercise of reasonable diligence.

3.12.4 The Carrier shall not be liable for any loss or misdelivery or damage to any Consignment resulting from Seizure or Forfeiture of the Consignment.

3.12.5 The Carrier shall not be liable for any loss or misdelivery or damage to any Consignment due to any act, omission or misrepresentation by the Customer and/or the owner of the Consignment and/or the consignee.

3.12.6 The Carrier shall not be liable for any loss or misdelivery or damage to any Consignment due to insufficient or improper packing, labelling or addressing.

3.12.7 The Carrier shall not be liable for any loss or damage to any Consignment due to its inherent liability to natural deterioration or wastage and/or inherent defect. The Carrier does not provide refrigeration facilities and shall be under no liability whatsoever for any loss or damage to Temperature Sensitive Goods.

3.12.8 The Carrier shall not be liable for any consequential losses arising from loss, misdelivery or damage to any Consignment.

3.12.9 Transit shall (unless otherwise agreed) end when the Consignment is tendered at the Consignee's address and the Carrier shall not in any circumstances be liable for loss or damage to the Consignment reported after transit is deemed to have ended, whether or not caused or contributed to by the Carrier.

3.12.10 Subject to the above sub-clauses 1 to 9 inclusive, the Carrier's liability for loss of or damage to any Consignment of which the weight has been measured and recorded by the Carrier shall not exceed a sum calculated at a rate of 13 British pounds per kilogramme on the gross weight of the Consignment up to a maximum of 100 British pounds and the Carrier's liability in respect of any one Consignment for loss of or damage to such Consignment of which the weight has not been measured and recorded by the Carrier shall where it is carried by bicycle or motorbike not exceed 100 British pounds and in all other cases not exceed 1,000 British pounds.

4. GENERAL CONDITIONS

4.1 Commencement and end of Service - Carrier's Period of Responsibility

The Service shall commence upon the arrival of the Vehicle for collection of the Consignment or Passenger(s) at the place of collection designated by the Customer.

The Service shall terminate upon delivery of the Consignment or Passengers at the agreed place of delivery.

4.2 Right to sub-contract the Service

4.3 The Carrier may engage any agent or sub-contractor to perform the Service and shall provide the name of such agent or sub-contractor to the Customer upon request. Subject to paragraph 4.3.2, the Carrier contracts for itself and on behalf of its agents and sub-contractors.

4.3.1 The carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Carrier as agent of the Customer and shall be subject to the terms and conditions of the relevant sub-contracted carrier.

4.4 Carrier's charges

4.4.1 The Carrier's charges shall be based upon the Price List, with VAT to be added if required by law.

4.4.2 Any charges based upon weight shall be calculated by reference to the gross weight of the Consignment, as measured and recorded by the Carrier, save that the Carrier reserves the right to charge based on the volume of the Consignment where appropriate.

4.4.3 The Carrier's charges are to be paid in full within 14 days from the date of the Carrier's invoice, without any deduction or set off against any alleged claim against the Carrier.

4.4.4 Any query by a Customer in respect of the Carrier's charges must be made in writing within 7 days of the date of the Carrier's invoice.

4.4.5 If the Carrier's charges are not paid in full within 14 days from the invoice date, the Carrier shall thereafter be entitled to charge interest on all outstanding amounts at an annual rate of 2% above the Bank of England base rate current at the date of the unpaid invoice. Where the Customer is a commercial entity, interest and penalties shall be charged pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

4.4.6 The Carrier operates an electronic invoicing system. All invoices, credit notes and statements will be sent to the Customer electronically. If the Customer requires paper invoices or credit notes (or cannot provide the carrier with an email address) the Carrier reserves the right to make an administrative charge.

4.5 Proof of value

The Customer shall provide documentary evidence of the value of any Consignment or part of a Consignment alleged lost or damaged including, but not limited to, the original invoice, or valuation current at the time of the claim.

4.6 Consignment Notes

The Carrier does not issue paper consignment notes or any other document of carriage. Proof of delivery, and proof of collection if requested in advance by the Customer, can be sent by e-mail to the Customer.

4.7 No variation of terms

These Conditions shall apply to the exclusion of any other terms and conditions (including those of the Customer). Unless agreed in writing by a Director of the Carrier, no employee, agent or sub-contractor of the Carrier is authorised to alter or vary these Conditions.

4.8 Cancellation

In the event of cancellation of the Contract by the Customer after despatch of the Carrier's Vehicle, the Customer shall be liable to pay a Cancellation Fee to the Carrier

4.9 General indemnity against any charges incurred by Carrier

The Customer shall indemnify the Carrier in respect of:

4.9.1 All consequences suffered by the Carrier (including but not limited to claims, costs, expenses, demands, proceedings, fines, penalties, damages, and loss of or damage to the carrying Vehicle and to other goods carried) arising as a result whether direct or indirect of any error, omission, misstatement or misrepresentation by the Customer or other owner of the Consignment or an employee or agent of either of them; or as a consequence of insufficient or improper packaging, labelling or addressing of the Consignment or by reason of fraud.

4.9.2 All claims and demands whatsoever in excess of the liability of the Carrier under these Terms and Conditions.

4.9.3 All losses suffered by and claims made against the Carrier resulting from loss of or damage to property caused by or arising out of the carriage by the Carrier of Dangerous Goods.

4.9.4 All claims made upon the Carrier by H M Revenue & Customs in respect of dutiable goods.

4.10 Equal Opportunity Employer

The Carrier is an Equal Opportunity Employer and has implemented a policy to promote equality in relation to disability, gender, race, age, religion or belief and sexual orientation. The Carrier will refuse to accept any booking which would contravene that policy - a copy of the Policy will be provided upon request.

4.11 Severance

If any provision of the Conditions is held by any court or competent authority to be invalid or unenforceable, in whole or in part, the validity of the remainder of these Conditions and of such provision shall continue in full force and effect.

4.12 Claims

No claim shall be brought against any officer, employee or sub-contractor of Gateway Distributions Ltd Transport plc.

4.13 Time Limits for Claims

The Carrier shall not be liable for any loss of or damage to any Consignment unless a written claim is submitted by the Customer to the Carrier within 14 days of the date of delivery of the Consignment or the date when it should have been delivered.

The Carrier shall in any event be discharged from any liability whatsoever and howsoever arising in respect of any Service unless proceedings are commenced in accordance with clause 4.14 and written notice of those proceedings given to the Carrier within 9 months of the date of delivery of the Consignment or the date when it should have been delivered in the case of the carriage of goods, or the date of termination of transit in the case of the carriage of Passengers.

4.14 Law and jurisdiction

These Conditions and the Contract to which they apply shall be subject to English law, and any dispute between the Customer and the Carrier shall be subject to the exclusive jurisdiction of the English Courts.