

CONDITIONS OF CONTRACT

In these conditions -

- A. Company means Global Delivery Xpress Ltd
 - B. Goods mean any documents or things including container or packaging consigned by a customer from one address to another.
 - C. Customer means any individual, firm, company or other body who consigns goods as aforesaid.
2. The company is not a common carrier and accepts goods for conveyance on and subject to these conditions only. No servant or agent of the company has authority to alter vary or waive any provision of this contract in any respect.
3. The company accept goods for conveyance on the basis that A to G of these conditions are all fulfilled and the customer warrants that they are fulfilled.
- A. That the customer is either the owner of or acting as fully authorized agent for the owner of the goods and that if any other person has an interest in the goods the customer is acting as his fully authorized agent also.
 - B. That the goods do not comprise or include letter or letters, which the post office has an exclusive right to convey.
 - C. That the goods do not comprise or include weapons, ammunition or explosives and are not flammable, dangerous or damaging in any respect.
 - D. That the goods do not comprise or include drugs, document or other things, which it is illegal to have in possession in England or elsewhere.
 - E. That the goods do not comprise or include documents or other things which it is illegal to take out of England or take to another country to which they are consigned.
 - F. That the goods are not subject to customs duty and/or other imports or duties.
 - G. That the goods are not fragile.
4. The customer shall pay the company for each consignment of goods in accordance with the company's tariff of charges, copies of which are available on request. Payments shall be made promptly and in any event within 30 Days from the date of the company's invoice. No deduction or retention shall be made by the customer on account of any alleged claims against the company for compensation or otherwise. Should the charges not be paid within the period of 30 Days then the customer agrees to pay the company interest at the rate of 2% per month from the date of invoice.
- The customer shall notify the company of any invoice queries within 10 days from date of invoice.
5. The company is entitled to convey goods.
- A. By its own servants and/or by any Airline, delivery company and/or other independent contractors.
 - B. By any means of conveyance.
 - C. By any route whatsoever.
6. If for any reason beyond the company's control it is unable to convey goods to the address to which they are consigned or to effect delivery at the said address,
- A. The company shall Endeavour to communicate with the customer and request a new address to which the goods can be delivered in the country for which they are then lying.
 - B. If the company is unable to communicate with the customer within a reasonable time or is not provided with a new address for delivery the company shall be at liberty to deal with the goods in accordance with condition 13 hereinafter set out or to destroy them.

7. The company shall be liable to pay compensation for loss, damage, miss-delivery, or delay occurred in respect of the goods caused solely by its own negligence or the negligence of its servants, subject to the following.
 - A. Compensation shall not exceed the value of the goods or three times the tariff charge for conveying them, whichever is less, with a maximum of £100 (one hundred pounds) per consignment.
 - B. Compensation shall not be payable in respect of indirect or consequential loss.
 - C. The said loss, damage, miss-delivery or delay shall have been reported to the company within three days of it becoming known to the customer.
 - D. Any claim for compensation shall have been intimated within seven days of the said loss, damage, miss-delivery or delay having been reported to the company.
 - E. Any legal proceedings relating to a claim for compensation as aforesaid shall be commenced within two years of the consignment of the goods.
8. Except as set out in condition 7, the company shall not be under any liability whatsoever in respect of the goods.
9. Without prejudice to the generality of condition 8 and for the avoidance of doubt the company shall not be liable in respect of losses caused:
 - A. Partly by its negligence and/or the negligence of its servants and partly by the negligence of its customer.
 - B. By its independent contractors in any manner whatsoever.
10. The company's servants on whose behalf the company contracts with the customer shall not be under any liability in respect of the goods.
11. In the event of any loss, damage, miss-delivery or delay occurring in respect of goods by reason of any act or default of an independent contractor employed by the company and/or while the goods are in possession of such an independent contractor the company shall at the request of the customer assign to the customer any rights of action, which the company may have against the independent contractor.
12. The customer shall indemnify the company against:
 - A. Any expenses incurred as the result of its inability for any reason beyond its control to convey/deliver the goods to the address which they were consigned or at all
 - B. Any claims, costs and demands by third parties relating to the goods:
 - C. Any unusual expenses incurred as the result of the company conveying the goods.
13. The company shall have a lien for any amount due under the contract and the cost of the same: If any lien is not satisfied within a reasonable time the company may sell the goods either privately or at auction and apply the proceeds in or towards discharge of the lien and the expense of sale.
14. The contract shall be governed by English law and any dispute arising under it shall be within the exclusive jurisdiction of the English courts.