

Courier Solutions Ltd

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Courier Solutions Limited Terms and Conditions of Carriage

Introduction

Most organisations which contract to undertake work on behalf of clients, use terms & conditions of carriage & trading, and incorporate these into their contracts. The reason for this is to ensure that all contracting parties understand both their rights and obligations, and to set clear standards. Inevitably these contain “small print”, and we will try to highlight some of the most important points, whilst addressing the need to make full written texts readily available to customers.

Conditions of Carriage

1. Where Courier Solutions Ltd act as a carrier within the U.K. and within the Republic of Ireland and to and from the Republic of Ireland and vice versa, the trading conditions are those of the Road Haulage Association, (RHA 1998 Edition). Our liability under these terms is £ 1.30 per gross kilo.
2. All of these terms reject any liability for consequential loss, either specifically or by omission, except for a liability up to a maximum sum represented by the freight charged for the particular consignment. The reason for this exclusion of liability is that it is not possible to insure against consequential loss, because theoretically there could be no limit to such a claim, and it would not bear any relation to the freight charge or the value of the shipment, both of which could be insured. The most common example is that of a delivery delay, resulting in “down time”. It must be borne in mind that, whilst we will always use our expertise and resources to meet scheduled and specific delivery times, there is always the possibility of human error, poor weather, mechanical failure, customs problems, and other factors beyond our control, delaying a delivery. We can never therefore guarantee delivery or transit times, and cannot accept liability in the event of a late delivery, or any other form of consequential loss.
3. Offsetting claims against freight charges.
Claims are always settled by agreement, and it is expressly stated in all terms & conditions of trading related to freight & transport that claims against a carrier cannot be off set against freight charges owed to that carrier.
4. Quotations
 - a. Quotations have no provision for dangerous goods, timed delivery, or special requirements unless otherwise stated.
 - b. Spot quotations are valid for one shipment. We would be delighted to provide full tariffs & range quotations on request.
 - c. We have no liability for consequential loss & quoted transit times are advisory and not guaranteed.
 - d. Payment terms are 30 days from the date of invoice, our standard conditions of carriage are RHA 1998

5. Payment Terms

- a. Payment terms 30 days from the date of invoice. If it is necessary to employ a debt collection service when our terms are not met we reserve the right to impose a late payment fee in accordance with the 'Late Payment of Commercial Debts Regulations 2013'

6. Disclaimers

Our stated conditions of carriage incorporate a requirement that cargo is suitably packed for shipment by the chosen means, and a claim could be rejected on the grounds of insufficient or inadequate packaging. It is the policy of Courier Solutions Ltd to carry cargo in a safe and secure manner, ensuring that your product reaches your customer in good condition. In our experience a number of cargo types and shipment types attract more goods in transit claims and problems than others, and we believe it is our duty to draw our customer's attention to these issues prior to shipment and create the opportunity to avoid or minimize problems.

We will where we are able draw shippers attention to cargo which we believe should be better packed and also offer our professional advice on how that packaging could be improved.

We are also aware that certain types of cargo are more likely to be damaged due to their nature, irrespective of packaging, and we are unable to accept liability for loss or damage which is a result of that predisposition. This does not absolve the company of liability for loss of damage through any other occurrence or cause.

7. Conclusion

While this array of conditions can look onerous and obscure they do in fact make the relationships between contracting parties very clear, and most importantly they are well known and understood by insurers.

We recommend that customers discuss the terms and conditions applied by their haulier or forwarder with their own insurers who will offer advice as required but advice based on the knowledge of clear conditions of carriage.

We would of course be pleased to discuss or clarify these terms and any other aspect of your transport, shipping, or storage requirements should you wish.

For full terms & conditions please see PDF documents on our website.

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