

CONDITIONS OF CONTRACT

- 1 In these Conditions
(a) "Company" means Bluebird Express Couriers Limited
(b) "Goods" means any document or things (including containers and packaging) consigned by a customer from one address to another
(c) "Customer" means any individual, firm, body corporate, unincorporated association or other body who consigns goods as aforesaid.
- 2 The Company is not a Common Carrier and accepts Goods for conveyance on and subject exclusively to these conditions. No servant or agent of the Company has any authority to alter, vary or waive any provision of this contract in any respect.
- 3 The Company accepts Goods for conveyance on the basis that (a)-(g) below of these Conditions are all fulfilled and the Customer irrevocably warrants that they are so fulfilled
(a) that the Customer is either the owner of or acting as the fully authorised 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/her fully authorised agent also
(b) that the Goods do not comprise or include weapons, ammunition or explosives
(c) that the Goods do not comprise or include a letter or letters which the United Kingdom Post Office has an exclusive right to convey
(d) that the Goods do not comprise or include drugs, documents or things which it is illegal to have in possession in the United Kingdom 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 to take into the country to which they are consigned
(f) that the Company has been given express prior written and detailed notice of the toxic, corrosive, combustible or flammable nature of any Goods
(g) that unless packed by the Company the Goods are packed to the Customers complete satisfaction and in strict compliance with all relevant packing regulations.
- 4 The Customer shall pay the Company in respect of each consignment of the Customers Goods in accordance with the Company's tariff charges in force at the time of each consignment details of which are available on request from the Company. 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 the invoice.

The Customer shall notify the Company of any invoice queries in writing within 10 days from the date of invoice.
In the event that the Company agrees to invoice a third party, such as the consignee, at the request of the Customer, the Customer is and shall always remain responsible and liable as principal debtor/obligor for all freight charges, taxes and for all other charges.
- 5 In the event that the Company pays or agrees to pay to
any third party any duty and/or taxes and/or levy in respect of any Customers Goods
(a) the Company shall do so on the sole basis that in doing so it is acting as the Customers fully authorised agent
(b) whether or not delivery of the Goods is actually made to the address to which they are consigned immediately upon receipt of the Company's Duty invoice in respect of such duty and/tax and /or levy the Customer shall settle such Duty invoice in full
(c) in the event of any Customer failing to comply strictly with sub-condition (b) above the Company shall be at liberty to deal with the Goods in accordance with Condition 15 below.
- 6 No insurance cover for Goods shall be arranged by the Company unless a written request is received by the Company from the Customer prior to the Company accepting the Goods for conveyance. For the avoidance of doubt no insurance for the Goods shall be deemed or assumed to have been arranged by the Company unless and until written confirmation of the insurance cover arranged by the Company for the Customer is received by the Customer and any such cover shall only commence from the date and time and shall be subject to the Terms of the insurance stipulated in such written confirmation.
- 7 The Company is entitled to convey Goods
(a) by its own servants and/or by any airline, delivery company and/or other independent contractor
(b) by any means of conveyance
(c) by any route whatsoever.
- 8 If for any reason beyond the Company's control, it is unable to convey the Goods to the address to which they are consigned or to effect delivery at the said address
(i) the Company shall endeavour to communicate with the Customer and request a new address to which the Goods can be delivered in the Country in which the Goods are then lying
(ii) if the Company is unable to communicate with the Customer within a reasonable time, or if it is not provided with a new address for delivery by the customer within a reasonable time, the Company shall be at liberty to deal with the Goods in accordance with Condition 15 hereinafter set out or to destroy them.
- 9 The total liability of the Company to pay to the Customer compensation for loss damage misdelivery or delay occurring in respect of the Goods, whether caused solely by the Company's negligence or default of the Company's servants shall be limited to the lesser of the Declared Value for Carriage of the Goods (stipulated in the waybill) or One Hundred US Dollars and -
(a) no compensation shall be payable by the Company to the customer in respect of indirect or consequential loss
(b) no compensation whatsoever shall be payable in the event that the Customer fails within 3 days of any loss damage misdelivery or delay occurring to the Goods becoming known to the Customer to report this to the Company at its registered office by recorded delivery first class letter
(c) no compensation whatsoever shall be payable on the next event that the Customer fails within 7 days of any loss damage misdelivery or delay occurring to the Goods to report this to the Company at its registered office by recorded delivery first class letter
(d) no compensation whatsoever shall be payable in the event that any legal proceedings commenced against the Company by the Customer relating to any claim for compensation as aforesaid are not brought within the period of 2 years commencing with the date of the alleged loss, damage, misdelivery or delay
(e) no compensation shall be payable in the event of loss, damage, misdelivery or delay beyond the company's control, including but not limited to acts of God, perils of the air, adverse weather conditions, mechanical delays, acts of war, hostilities, civil commotion, strikes, industrial action, acts of public enemies or acts or omission of public authorities (including customs and quarantine officials) with actual or apparent authority
- 10 Save as provided in condition 9 above the Company shall not be under any other liability whatsoever or howsoever arising to the Customer in respect of the Goods.
- 11 Without prejudice to the generality of Condition 10 above and for the avoidance of doubt the Company shall not be liable in respect of any losses caused
(a) partly by its negligence and/or the negligence of its servants and partly by the negligence of the Customer
(b) by any independent contractor in any manner whatsoever.
- 12 The Company's servants on whose behalf the Company contracts with the Customer shall not be under any liability whatsoever in respect of the Goods.
- 13 In the event of any loss, damage, misdelivery or delay occurring in respect of the Goods by reason of any act or default of an independent Contractor the Company shall at the Customer request assign to the Customer any right of action which the Company may have against the independent Contractor.
- 14 The Customer shall indemnify the Company against
(a) any expenses incurred as a result of the Company's inability for any reason beyond its control to convey or deliver the Goods to the address to which they were assigned or at all
(b) any claims, costs and/or demands by the third parties relating to the Goods
(c) any unusual expenses incurred by the Company as a result of it conveying the Goods.
- 15 The Company shall have a lien for any amount due under the Contract and the cost of recovering the same. If any lien is not satisfied within a reasonable time the Company shall be at full liberty to sell the goods, either privately or by auction and to apply the proceeds of any such sale in or towards discharge of the lien and expense of sale.
- 16 The contract shall be governed by English Law and any dispute under it should be within the exclusive jurisdiction of the English Courts.