Cornwall Couriers Ltd Terms and Conditions of Carriage

Cornwall Couriers and Secure UK Couriers · Courier Core booking channels

Version 1.7

This version applies only to Bookings where these Terms and the applicable schedules have been provided and incorporated under clause 3. The effective date and accepted version are identified in your Booking documentation. Existing contracts retain the terms agreed for them.

The contract text below is intended to apply only when this version and its applicable schedules have been properly provided and incorporated into a Booking. The Service Schedule forms part of that text. The model cancellation form is relevant only where a statutory cancellation right applies.

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Key points - please read

These points highlight important terms. Please read the full document, particularly the limits and exclusions. The summary does not reduce your legal rights.

1. Your quotation and Booking Confirmation explain the route, service, price and timing. Tell us about any deadline or special handling requirement before booking (clauses 3-6).
2. Pack and label your goods appropriately, tell us what they are and disclose their current value. Our responsibility to use reasonable care is not removed by your packing responsibilities (clauses 6-9).
3. Freight-liability insurance supports liabilities we may have as a carrier. It is not an all-risks policy covering your goods and does not guarantee payment of a claim. Our obligations to you do not depend solely on an insurer's decision (clause 18).
4. For a **Business Customer**, the standard limit for physical loss of or damage to the whole Consignment under one UK Booking is **£10,000 for Dedicated or Premium, £500 for Standard and £100 for Economy**. An increased limit of up to **£50,000** may be available only by prior written agreement after review. These are contractual liability limits, not guaranteed insurance payments. They are not shared with unrelated customers. **These numerical limits do not apply to a Consumer Booking** (clauses 18-20).
5. Business Customers are subject to additional exclusions for business losses and a separate limit for delay and other pure financial loss from service failure (clause 20).
6. Some goods are prohibited and others need our specific written agreement. Do not assume that a service description authorises carriage of restricted goods (clause 9).
7. We arrange deliveries to and from Cornwall, across the UK, Europe and worldwide. International, island and ferry journeys are agreed individually; transport modes, customs responsibilities and any mandatory rules or separate carrier terms must be made clear before booking (clause 23).
8. Cancellation rights and charges depend on the booking. A Consumer's statutory 14-day cooling-off right generally does not apply to goods transport contracted for a specified date or period. Where it does apply, its rules take priority (clause 14).
9. Report loss or damage promptly and keep available evidence. Our requested reporting periods do not automatically extinguish a claim or remove statutory rights (clauses 21-22).
10. A Consumer retains the right to reasonable care and skill, binding pre-contract information and the remedies the law provides. No exclusion, cap, insurer requirement or claims procedure overrides rights that cannot lawfully be excluded or limited (clauses 3.6 and 20).

1. About us

1.1 Courier and delivery services under these Terms are provided by **Cornwall Couriers Ltd**, a company registered in England and Wales under company number **14202355**, trading as **Cornwall Couriers** and **Secure UK Couriers** ("we", "us" or "our"). The trading name used for your Booking does not change the contracting company. Courier Core is the name of a platform we may use to administer Services and Bookings; it is not a separate contracting carrier or insurer under these Terms. A reference to an online function does not mean that it is available for every Booking.

1.2 Our registered office is **7 Drop Stamp Road, Camborne, England, TR14 8GW**. Our VAT registration number is **GB423413630**.

1.3 You can contact us by telephone on **01209 255224**, by post at our registered office, or through the relevant brand:

- **Cornwall Couriers:** info@cornwallcouriers.co.uk · www.cornwallcouriers.co.uk;

- **Secure UK Couriers:** info@secureukcouriers.co.uk · secureukcouriers.co.uk.

Use the contact details in your quotation or Booking Confirmation where practicable. Contacting the other trading name does not, by itself, invalidate a notice sent to Cornwall Couriers Ltd. The handling of personal information is explained in the Privacy notice for the relevant service or website; acceptance of these Terms is not consent to unrelated processing or marketing.

1.4 "Customer" means the person or organisation identified as the contracting customer in the accepted Booking; "you" has the same meaning. A person submitting a request as an authorised representative is not personally liable solely for acting in that capacity. A request which we have not accepted does not, by itself, create a charge for carriage.

1.5 A "Consumer" is an individual acting wholly or mainly outside their trade, business, craft or profession. A "Business Customer" is any Customer who is not a Consumer.

1.6 We may ask you to confirm whether you are booking as a Consumer or as a Business Customer, and we may rely on what you tell us. Booking in a business name, from a business email address, using a VAT number or using a credit account are indications that you are a Business Customer, but they are not conclusive. Whether you are a Consumer depends on whether you were in fact acting wholly or mainly outside your trade, business, craft or profession.

2. Definitions

2.1 In these Terms:

- **Booking** means a request for Services that we have accepted;
- **Booking Confirmation** means our written confirmation of a Booking, including the accepted quotation, job reference, route, service details, price, payment terms and any special conditions;
- **Charges** means the agreed price of the Services and any properly incurred additional charges;
- **Consignment** means all goods, documents, packages, pallets or other items accepted by us for carriage under one Booking, including its agreed collection and delivery stops. Dividing that Booking between Vehicles, legs, transfers or delivery attempts does not create additional Consignments or multiply its limit;
- **Declared Value** means the value stated by you and expressly accepted by us in writing before collection;
- **Delivery Evidence** means a name, signature, photograph, GPS record, timestamp, system event or other evidence recorded in connection with collection or delivery;
- **Driver** means the individual who performs collection, carriage or delivery in connection with a Booking, whether that individual is engaged directly by us or by a Subcontractor or partner carrier;
- **Services** means the courier, collection, carriage, delivery and incidental handling described in the Booking Confirmation and permitted by these Terms, including individually agreed international services under clause 23. Household, office or factory removals, standalone storage, installation and other excluded specialist services are outside these Terms. If we separately agree to arrange such a service, its scope and applicable terms must be agreed before that separate contract is made; a Booking Confirmation does not silently override the exclusions in clause 9.1;
- **Subcontractor** means an independent person or business, including a self-employed owner-driver, to whom we entrust the whole or part of the carriage, whether engaged directly by us or through an authorised further arrangement. It does not include our employee acting in the course of their employment;
- **Terms** means these Terms and Conditions of Carriage and any applicable schedule, in the version provided and agreed for the relevant Booking;
- **Vehicle** means a road vehicle used to carry a Consignment; and

- **Working Day** means Monday to Friday, excluding public holidays in England, for administrative response periods under these Terms. For UK Standard and Economy collection and delivery commitments, the service calendar instead excludes bank holidays in every applicable UK region containing a collection or delivery stop: England and Wales, Scotland and Northern Ireland. Day 1 is the first such working day after the agreed goods-ready date; that starting date is not counted. The agreed calendar and latest delivery date are recorded for the Booking. International service timings and any different calendar must be agreed individually; the UK Standard and Economy periods do not automatically apply to international carriage.

2.2 References to "in writing" include email and messages sent through our booking platform or customer portal.

3. When these Terms apply and when a contract is formed

3.1 These Terms apply to Services booked with Cornwall Couriers Ltd under either trading name, including through Courier Core where available, only where they have been provided and incorporated into the contract before it is made. They are carriage terms, not a separate software licence or a contract with a different operator. Any different terms must be expressly agreed by an authorised representative of ours, subject to mandatory legal rights.

3.2 For a direct Booking, an estimate, quotation, Booking Request, payment request or payment receipt does not by itself confirm carriage. An estimate is indicative and requires review before a firm quotation is issued. You submit a Booking Request by accepting the quotation and its applicable terms. We make the carriage contract when we accept that request in writing and issue Booking Confirmation after the requirements in clause 3.4 are met. An acknowledgement of receipt is not Booking Confirmation.

If you book through a marketplace or another booking channel expressly authorised to accept a Booking on our behalf, we will explain that channel's acceptance process before you submit the request. A contract already made through that process is not postponed or made provisional simply because our separate administrative confirmation follows later. A marketplace listing or introduction alone does not establish that the marketplace has authority to accept a Booking for us.

3.3 We will make the applicable version of these Terms and the relevant service information available before you accept the quotation or submit a Booking Request. We will identify that version in the Booking Confirmation and retain the agreed text and acceptance record. We will provide the agreed Terms and required booking information in a form you can store and reproduce, normally as an email with an attached PDF. A link to a changeable webpage alone is not a substitute for that copy.

If we propose a material change before accepting your request, we will identify it and obtain your agreement. Updating the current website Terms does not replace the version for an existing request or Booking. An electronic order which obliges a Consumer to pay must make that obligation clear before it is submitted.

3.4 For a direct Booking, before confirmation we review the agreed work, verify any required payment or eligibility for approved account terms, and secure suitable transport. Where prepayment is required, the payment request states the amount, method and deadline. Initiating or making payment does not by itself confirm carriage. Approved account terms may allow later payment; they do not mean payment has been received.

If we cannot confirm the agreed service, we will explain any alternative for you to accept or decline. If no service is agreed, we will return any payment received for it without undue delay, subject to applicable statutory deadlines and without affecting other rights. A channel arrangement under clause 3.2 must identify its payment and acceptance requirements before booking; we cannot use our internal review or allocation process to undo a contract already made.

3.5 Subject to clause 3.6 and any mandatory law, the following order of precedence applies where the documents conflict:

1. a special term expressly agreed between you and an authorised representative of ours;
2. the agreed Booking Confirmation;
3. these Terms; and
4. other service descriptions or marketing material.

A Booking Confirmation does not introduce a material change to an accepted quotation without your agreement.

3.6 If you are a Consumer, information we or someone acting for us gives you about us or the Services can become part of the contract where you take it into account when deciding to book or when making a decision about the Services afterwards. Required pre-contract information also remains binding in accordance with the Consumer Rights Act 2015. These protections are not overridden by clauses 3.5, 5 or 27.6. Changes to that information take effect only where the law permits and you expressly agree.

3.7 Your own terms do not apply unless an authorised representative of ours expressly accepts them in writing.

3.8 If you arrange a Booking on behalf of another person or organisation, tell us who the contracting Customer is and confirm that you have authority to act for them. The contracting Customer identified in the Booking Confirmation is responsible for the Charges and compliance with these Terms. Acting only as that Customer's authorised representative does not, by itself, make you personally responsible for its debts.

3.9 We keep a record of the agreed Terms and how and when the Booking was accepted. Where an online acceptance process is used, that record may include the date and time, the accepting person's name and relevant technical information, such as an IP address, as explained in our Privacy Policy. Such records are evidence of the Booking; they are not conclusive and do not prevent you from correcting an error or disputing a record.

4. Quotations and Booking information

4.1 A quotation is based on the information available when it is issued, including the route, collection window, service level, vehicle, number of items, dimensions, weight, value, access, handling requirements, waiting time and specialist requirements.

4.2 A firm quotation states its expiry date and time. The normal validity period is 24 hours; for same-day work or collection within the next 24 hours, a shorter period of no more than 60 minutes is set after review and may be shortened to reflect the actual operational deadline. A quotation does not reserve transport capacity.

If we receive your Booking Request before the stated expiry, the firm quoted price is protected for the same route, goods, service and timings while we complete our review. Delay in our review or the original quotation expiring afterwards does not, by itself, allow us to change that price. Where prepayment is required, that protection continues until the separately stated payment deadline. An on-time completed payment does not become late merely because our verification takes longer. Approved account arrangements that do not require prepayment do not acquire an artificial payment deadline solely because the quotation has expired.

A new request received at or after quotation expiry, an unpaid payment deadline that has passed, or a change to the work requires review of the current price and transport arrangements. We will explain any revised proposal for your acceptance. An indicative estimate is not a firm quotation, and price protection does not itself create Booking Confirmation or guarantee unavailable capacity.

4.3 Our quotation will state the price and what is included:

- for a Consumer, the total includes VAT and all unavoidable Charges that can reasonably be calculated at that stage, including known route-specific third-party charges;

- for a Business Customer, the quotation will make clear whether VAT is included or is to be added at the prevailing rate, and identify any excluded third-party costs;
- the price covers the route and Services described;
- unless another arrangement is stated, the Service is for one Driver with safe ground-floor or loading-bay access; and
- a dedicated or direct vehicle is supplied only where it forms part of the agreed Service.

We will not describe a Consumer price as the total and then add a known unavoidable charge simply because it is payable to a third party.

4.4 Where a necessary Charge cannot reasonably be calculated in advance, we will explain before you accept the quotation that it may apply and how it is calculated. This may include waiting time or costs caused by an unforeseen change in the information you supplied. Optional extras require your express agreement. Clauses 6, 8, 12, 13 and 23 do not authorise undisclosed or unlawful additional Charges.

4.5 You must check the quotation and Booking Confirmation promptly. Tell us about any error before collection so that we can issue a controlled revision.

4.6 Please send requested changes to our office so that we can confirm and record the revised arrangements. For a Business Customer, instructions or changes requested from a Driver do not amend the Booking unless our office confirms them in writing. For a Consumer, an oral or written statement or commitment made by us or someone acting on our behalf can be binding under clause 3.6; a lack of office or written confirmation does not, by itself, remove its legal effect.

5. Service standard and timings

5.1 We will perform the Services with reasonable care and skill.

5.2 The Booking Confirmation will distinguish agreed timing commitments from estimates or indicative windows. An ETA or indicative time is not a guaranteed deadline. Where no time is fixed, we will perform the Services within a reasonable time. Any binding information protected by clause 3.6 remains part of a Consumer's contract.

5.3 Service descriptions such as "same day", "next day", "express" or "urgent" must be read with the timing and availability stated in the quotation. We will explain any qualification before you book. These descriptions do not promise a particular collection minute or delivery time unless that has been agreed, but we remain responsible for the service and timing commitments we have accepted.

5.4 We will take reasonable steps to notify you of a material delay that becomes known to us. Traffic, weather, road closures, accidents, breakdowns, port or ferry disruption, site delays and other operational events may affect estimates.

5.5 For UK road services, Dedicated reserves the Vehicle exclusively for your Consignment and is planned with the same Driver and Vehicle, without depot or hub transfers. Premium is also planned with the same Driver and Vehicle without depot or hub transfers, but compatible consignments from other customers may share the journey. Standard and Economy may use shared transport, changes of Driver or Vehicle and planned transfers within their agreed service commitments. These descriptions do not prevent reasonable stops for fuel, rest, legal driving breaks or compliance checks. An unplanned breakdown or other operational exception will be handled under the agreed service and these Terms; it does not make an unagreed change to the service acceptable. These UK service descriptions do not automatically apply to international carriage; routing, transfers and handling for those services must be agreed individually under clause 23.

5.6 We will provide tracking, ETA updates and proof of delivery where included in the agreed Service. Temporary technical failure may affect an update, but does not remove our responsibility for an agreed

feature. Where we know that an agreed tracking facility is unavailable, we will take reasonable steps to provide an appropriate update by another means. Loss of a tracking signal does not by itself establish loss of the Consignment.

5.7 We are not a common carrier. We accept goods for carriage only on these Terms. This does not allow us to cancel or suspend a confirmed Booking except in accordance with clause 15.

5.8 Schedule A describes the UK Dedicated, Premium, Standard and Economy services where that service is identified in your quotation. The agreed dates, latest delivery date, handling and any lawful variation must be made clear before booking. A general expression such as "express" does not silently select a service tier or liability limit. Lorry, specialist and international services require individual confirmation; the UK schedule does not automatically apply to them.

6. Your information and responsibilities

6.1 You must give us complete and accurate information before we confirm the Booking, and promptly tell us about a material change before collection, including:

- collection and delivery addresses and postcodes;
- contact names and working telephone numbers;
- the nature, quantity, weight, dimensions and value of the Consignment;
- access, parking, floor, lift, gate, security and site-booking requirements;
- any deadline or consequence of delay that is important to you;
- any need for two-person handling, a tail lift, forklift, straps, blankets, temperature control or specialist equipment; and
- any feature that makes the goods fragile, hazardous, regulated, high-value, perishable or unusual.

6.2 You must arrange the access and permissions reasonably required from the owner, sender, recipient or site for the booked collection and delivery. Personal data must be supplied lawfully as explained in clause 24.3; consent is not assumed to be the only lawful basis.

6.3 You confirm that you own the Consignment or have the owner's authority to enter into the contract and give us instructions about it.

6.4 You are responsible for the lawful ownership, description and presentation of the goods and for the instructions and documents you agree to supply. We remain responsible for legal obligations applying to the services we perform or undertake, including our own licensing, safety and regulatory duties. This clause does not transfer a duty imposed on us or another carrier by law.

6.5 If information is inaccurate or incomplete, we may reasonably:

- change the vehicle or method of carriage;
- revise the Charges;
- delay or suspend the Services;
- refuse unsafe or unlawful goods; or
- treat the collection or delivery as failed where it cannot reasonably be completed.

6.6 We will explain a proposed material change or additional Charge and seek your agreement before proceeding where reasonably practicable. If agreement cannot be reached, we will explain the available options under these Terms. Urgent action reasonably needed to protect people, property or the Consignment may be taken without prior agreement, but any Charge must have a lawful basis and be reasonable. We will explain what was done and why as soon as reasonably practicable.

6.7 Tell us before booking about a known safety, access, contamination or infestation risk, a dispute about authority to release the goods, or a restriction needed to protect a person's address or contact details. We will assess whether the work can be undertaken safely and lawfully and record any accepted special arrangements. You do not need to disclose irrelevant personal history. We will share necessary instructions only with those who need them to carry out the work lawfully and safely.

7. Packing, labelling and presented condition

7.1 You are responsible for ensuring that the Consignment is properly packed, protected, secured and labelled for the agreed route, transport modes and handling reasonably expected under the booked Service, including any agreed international legs or transfers.

7.2 Packaging must be suitable for the item's weight, shape, fragility and value. It must protect the item from ordinary vibration, braking, cornering, securing and handling. We will explain before booking any carrier-specific palletising, wrapping, labelling or handling requirement which materially affects acceptance. Such a requirement does not excuse loss caused by our own breach or failure to use reasonable care.

7.3 Unless a condition survey is specifically agreed in writing, a Driver is not required to open packaging or inspect concealed surfaces, internal condition, contents or pre-existing damage.

7.4 Goods are accepted for carriage in their presented and packaged condition. Acceptance by a Driver, a collection photograph or a signed collection note does not confirm:

- that the packaging is adequate;
- that the contents, count, weight, condition or value are correct;
- that concealed surfaces have been inspected; or
- that a full item-by-item condition survey has been carried out.

7.5 We are not responsible for the part of a loss caused by inadequate packing or labelling, an inherent defect, pre-existing damage, ordinary deterioration or another characteristic of the goods, where that loss was not caused by our breach of contract or failure to use reasonable care. If our actions also caused or increased the loss, our responsibility for that part is assessed separately. Acceptance of poor packaging does not authorise careless handling.

7.6 Used, second-hand, unpackaged, partially assembled or fragile goods should be photographed by you before collection. Photographs should identify each item and show the date, overall condition, packaging and any existing defect.

7.7 Tell us before booking if an item is already damaged, is being carried for assessment or repair, or cannot be packed in the usual way. We may ask for photographs or a description so that condition and safe handling can be recorded. Accepting it does not make us responsible for existing damage, but we remain responsible for additional loss caused by our breach or failure to use reasonable care. A missing photograph does not by itself decide whether a claim is valid.

8. Loading, unloading and access

8.1 You must provide safe, lawful and reasonable access at collection and delivery.

8.2 For the UK services covered by Schedule A, unless a different arrangement is expressly agreed, the Service includes basic one-Driver loading and unloading assistance and handover of packed goods at an easily accessible ground-floor entrance, without stairs or a long carry, where the work can be performed safely. The agreed included stop-time allowance applies. Intensive loading, carrying farther inside premises, stairs, extra crew or specialist equipment require prior assessment and an agreed offer; the work must remain eligible for the chosen Service. The Driver is not required to dismantle, assemble, install, connect or

disconnect items. You must tell us if the goods require additional people or equipment for safe handling so those arrangements can be agreed before Booking. Assistance for Lorry, specialist and international services must be agreed individually in the quotation.

8.3 You must tell us before Booking about stairs, narrow access, low bridges, vehicle restrictions, controlled zones, security searches, long carries, unsafe surfaces or lifting requirements.

8.4 A Driver may refuse a lift, movement, access route or instruction that they reasonably consider unsafe, unlawful or beyond the confirmed Service.

8.5 The quotation states the included time at each collection and delivery stop and the rate or calculation method for any excess. Waiting, loading and unloading use one combined stop-time allowance. The clock starts only when the Driver has arrived, is ready for the agreed work and has notified the contact, and never before the agreed time or window begins. Time caused by our delays is excluded. Only the evidenced excess beyond the agreed included time may be charged, under the rate disclosed before Booking. The same work or time will not be charged twice; any separately agreed assistance offer identifies its work, price and total included stop time.

8.6 Parking, toll, ferry, congestion, clean-air, permit and site charges are dealt with in the quotation under clauses 4.3-4.4. An additional amount may be charged only where it was disclosed as applicable before booking or is a lawful and reasonable adjustment under clause 13. We will not charge you for a fine or penalty arising from our own unlawful conduct.

8.7 We will use reasonable care when moving goods through the agreed access route, loading, unloading and using equipment, including reasonable care to avoid damage to buildings, fixtures and other property. If the work cannot be completed safely within the agreed arrangements, the Driver may stop and seek instructions. You will not be required to take part in unsafe handling. A default one-Driver service does not remove an expressly accepted commitment to supply additional crew or equipment. Responsibility for damage is assessed from the circumstances, not simply from packaging or a signed delivery record.

9. Prohibited and restricted goods

9.1 We do not accept the following for carriage under any Service, and you must not tender them to us:

- illegal, stolen, counterfeit or unlawfully controlled goods;
- money, securities, negotiable instruments, unused stamps, payment cards, vouchers, lottery tickets or scratch cards;
- persons, live animals or other living creatures;
- human remains or body parts;
- property being towed;
- goods forming part of a household, office, factory or similar removal;
- goods tendered under a standalone storage or storage-and-distribution arrangement;
- explosives, radioactive material, firearms, ammunition or prohibited weapons; or
- any item whose carriage would be unlawful.

9.2 The following may be considered only where an authorised representative specifically agrees in writing before booking and the legal, safety, packaging, insurance and carrier requirements have been checked:

- dangerous goods that can lawfully be carried within a limited-quantity or small-load exemption under the applicable road dangerous-goods rules; an exemption does not remove all classification, packaging, marking, training or documentation requirements, and no full-ADR service is offered under these standard Terms;

- antiques, fine art, jewellery, precious metals, precious stones or collectors' items;
- glass, ceramics, marble, stone, mirrors or unusually fragile goods;
- passports, identity documents or records containing sensitive personal data;
- temperature-controlled, clinical, pharmaceutical, biological or medical goods;
- perishable goods or plants;
- high-value electronics or other unusually high-value goods; or
- another item whose characteristics require a specific restriction or precaution which we explain to you before acceptance.

Listing an item here is not confirmation that we are equipped, licensed or insured to carry it. We may decline it after assessment.

9.3 An agreement under clause 9.2 must identify the goods, Booking, handling arrangements and any special terms or liability limits. It must be reached before the Booking is accepted, or as an agreed revision before collection. A general assurance, previous acceptance of similar goods or an informal instruction to a Driver is not enough. For a Consumer, these specific-acceptance requirements do not remove our responsibility for binding information or a commitment protected by clause 3.6.

9.4 You must not conceal, misdescribe or fail to disclose prohibited or restricted goods.

9.5 If prohibited, unsafe or undeclared restricted goods are discovered, we may stop the Services, isolate or return the goods, contact the relevant authority or arrange safe disposal where legally required. You are responsible for reasonable costs caused by the breach, except to the extent caused by our failure to take reasonable care.

9.6 Packing, wrapping and palletising are not included in the standard Service. Unless separately agreed, you remain responsible for preparing the goods for transport. We remain responsible for the reasonable care and skill of handling and load securing which we undertake. Assistance by a Driver does not make us the packer of the goods, but neither does it excuse damage caused by that assistance.

9.7 Where we reasonably suspect that a Consignment contains prohibited or undeclared restricted goods, or where we are required to do so by law or by an authority, we may open and inspect the Consignment. We will try to contact you first where it is reasonably practicable and lawful to do so.

9.8 If you are a Business Customer, you must reimburse reasonable losses, third-party claims and expenses directly caused by your breach of this clause 9, but only to the extent lawfully recoverable and not caused by our own breach, negligence or deliberate wrongdoing. We will take reasonable steps to reduce the loss and notify you of a material claim. A regulatory fine or penalty is recoverable from you only where the law permits; this clause does not transfer a legal duty imposed on us.

9.9 Where we seek reimbursement under clause 9.8 for a third-party claim, we will provide reasonable information, give you a reasonable opportunity to comment on its defence or settlement, and take reasonable account of your position before agreeing an amount to be reimbursed. This does not prevent urgent steps needed to protect people, property or legal rights.

10. Subcontractors and partner networks

10.1 We may use subcontractors, courier exchanges and partner carriers to perform all or part of the Services. We will exercise reasonable care in selecting and instructing them and in checking arrangements appropriate to the work, including relevant insurance.

10.2 Where we remain the contracting carrier, use of a Subcontractor does not remove responsibilities that applicable law or these Terms place on us, and you may claim against us in the same way as if we had

performed the carriage ourselves. Appointing or changing a Driver, Vehicle or Subcontractor, or a difference in their insurance, does not reduce a standard or increased liability limit already agreed for your Booking.

10.3 A partner carrier's separate contractual terms apply to your Booking only where the carrier, its role and those terms have been identified and made available to you before the contract is made, and you agree to their incorporation. We will explain any material effect on liability and claims. We will not replace the terms of an existing Booking simply by passing the work to another carrier. Any agreed agency arrangement is subject to clause 23.2.

10.4 Mandatory transport conventions and laws apply whether or not repeated in these Terms.

10.5 We remain responsible for ensuring that onward subcontracting is authorised within our carrier arrangements and appropriate to the agreed Service. A Driver or Subcontractor may not independently change an accepted exclusive-vehicle, no-planned-transfer, handling or security commitment. If a breakdown or other exception requires a material change, we will seek an agreed safe solution where practicable, keep a record and preserve our responsibility for the goods.

11. Collection, delivery and Delivery Evidence

11.1 You must ensure that the Consignment is ready, accessible and safe to collect at the agreed time.

11.2 We may act on routine collection or delivery instructions from a person who reasonably appears authorised at the relevant address. We will seek clarification where an instruction materially changes the Booking, conflicts with known instructions or gives us reason to doubt that authority.

11.3 Unless you give and we accept different written instructions, we may deliver to:

- the named recipient;
- another responsible person at the delivery address;
- reception, a goods-in desk or another normal delivery point at the address; or
- another location authorised by you or the recipient.

11.4 A recipient signature is not guaranteed unless specifically included in the Booking Confirmation.

11.5 A name, signature, photograph, GPS record, timestamp or system event may be used as Delivery Evidence. We will consider it alongside other relevant evidence. It is not conclusive proof of the identity, quantity, internal condition or concealed condition of the goods and does not prevent a genuine claim.

11.6 We will leave a Consignment unattended only if an authorised person has specifically permitted the location and we reasonably judge it safe and secure. We will record the location and Delivery Evidence, normally including a photograph. We are not responsible for a later loss caused solely by an authorised and properly completed unattended delivery, but remain responsible for our own breach, careless choice of location or failure to follow the agreed instructions. This clause does not determine risk under a separate sale contract between a seller and buyer.

11.7 A Driver may reasonably decline an unattended delivery where the location is unsafe, insecure or inconsistent with the agreed instructions. We will seek further instructions where practicable. Redelivery or return Charges may apply under clause 12.2 where fair and properly incurred; they will not be charged simply because we failed to perform an agreed safe delivery arrangement.

11.8 If damage, shortage or refusal is noticed at delivery, please tell the Driver and our office as soon as it is safe and reasonably practicable. We will record a reported incident in the delivery record and retain relevant evidence for investigation. You do not have to describe a damaged or disputed delivery as being in good condition.

11.9 A signature without a damage note does not automatically remove rights that cannot lawfully be excluded. Equally, a later allegation does not by itself establish when or how damage occurred.

11.10 If there is a genuine doubt about authority to collect, release or receive goods, we may pause the affected step while seeking clarification and a safe lawful arrangement. We do not determine ownership disputes, force entry or act as an enforcement officer. We will respect accepted restrictions on disclosing a person's destination or contact details, subject to legal duties, and will not release goods to a person whose authority we reasonably doubt.

12. Failed collection or delivery and temporary holding

12.1 A collection or delivery may not be completed where, for example, no authorised person is available, goods are not ready, safe access is unavailable, an address is wrong, the recipient refuses the goods or the Consignment differs materially from the Booking. The reason and responsibility for the failed attempt determine whether an additional Charge is justified; a failed attempt is not automatically your fault.

12.2 We will take reasonable steps to obtain instructions. We may arrange a return, a further delivery attempt or temporary holding incidental to transit where lawful and reasonably necessary. We will explain the options and any reasonable, previously disclosed or otherwise lawfully agreed Charges. We will not charge you for costs caused solely by our own breach. If return or delivery cannot reasonably be completed, we will contact you to agree appropriate arrangements; incidental holding does not by itself create an open-ended storage service.

12.3 We do not provide standalone storage under these Terms, and holding a Consignment at your request as an alternative to delivery is not a service we provide under these Terms. Any separate storage arrangement requires our prior written agreement and may be subject to different terms and insurance.

12.4 If delivery cannot be completed, we will continue to take reasonable care of goods in our custody, seek workable instructions and take proportionate steps to keep them safe. We will not abandon them, leave them at an unauthorised location or treat them as ours because of a payment or service dispute, breakdown or lack of instructions. Temporary holding, return or onward delivery will be arranged under clause 12.2. Retention, sale or disposal requires a separate lawful basis and compliance with clauses 12.5 and 17.7.

12.5 We will not sell or dispose of goods merely because they remain undelivered or an invoice is unpaid. Any sale must follow an applicable lawful procedure, including the required notices and protections for the owner. Where applicable, this includes section 12 and Schedule 1 of the Torts (Interference with Goods) Act 1977. Dangerous, unlawful or rapidly perishable goods will be dealt with only as lawfully authorised or required, with proportionate steps and a record of the reasons. We will notify the person entitled to the goods where practicable and lawful.

12.6 We will account to the person legally entitled for the sale proceeds after deducting only costs and sums which the applicable lawful sale procedure permits us to deduct. An unpaid invoice does not, by itself, authorise a deduction, and we will not use the proceeds to satisfy unrelated debts without a separate lawful entitlement.

13. Changes to a Booking and additional Charges

13.1 A requested change to the route, date, address, time, vehicle, number of stops, goods or handling is not accepted merely because it has been requested. Our office will confirm whether it can be accepted and record any agreed revision. For a Consumer, this administrative process does not override a binding statement or agreement protected by clauses 3.6 and 4.6.

13.2 We may adjust the Charges where:

- the information supplied was inaccurate or incomplete;

- you request a change;
- waiting time, redelivery, return or temporary holding is required;
- a different vehicle, equipment or additional labour is reasonably necessary; or
- a third-party charge arises that was not included in the quotation.

13.3 An adjustment must be reasonable, attributable to the changed requirement or cost, and consistent with the information given before booking. We will explain a material adjustment and obtain your agreement where required before carrying out changed work. We do not have a general right to increase an agreed price simply because our own costs rise. Mandatory Consumer pricing and consent protections take priority.

13.4 If you are a Consumer and do not accept a material change that is not caused by your breach or request, you may cancel the unperformed part of the Service and receive an appropriate refund, subject to your mandatory legal rights.

13.5 We will record a material change and its price or calculation basis in writing, including a telephone instruction which is confirmed afterwards. The record should identify the changed work, who authorised it and its effect on timing, Charges or other terms. A later record does not permit us to impose a change you did not agree. We will retain relevant evidence of an additional Charge and provide a reasonable explanation on request.

14. Cancellation by you

14.1 You may cancel by a clear statement to us by telephone, email or post using clause 1.3. Use of the form in Schedule B is optional. For the contractual cancellation arrangements in clauses 14.3-14.6, cancellation takes effect when we receive your clear statement. Where the statutory right in clause 14.2 applies, a cancellation communication sent before the cancellation period ends is treated as being in time even if we receive it later. We will confirm the cancellation, explain the operational steps already taken and identify any lawful Charge under the applicable cancellation rules.

14.2 If you are a Consumer and the contract is for transport of goods on a specific date or during a specific period, the statutory 14-day cancellation right is excluded by regulation 28(1)(h) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The contractual cancellation arrangements below still apply.

Where a Booking is a qualifying distance or off-premises service contract to which the statutory cancellation right does apply:

- we will provide the required cancellation information and model form before the contract is made;
- the usual cancellation period ends 14 days after the day the contract is made, subject to any extension required by law;
- you may cancel by any clear statement; use of the model form is optional;
- we will begin during the cancellation period only at your express request, on a durable medium where required;
- if you then cancel, a proportionate charge for work already supplied applies only where the legal conditions, including the required prior information and request, have been met; and
- the right ends after full performance only if, before we started, you both expressly requested performance during the cancellation period and acknowledged that completing the Services would end that right.

Where you validly exercise the statutory cancellation right, we will reimburse the payments due back to you without undue delay and no later than 14 days after the day we are informed of your decision. We will use the

same means of payment unless you expressly agree otherwise, and will not charge a refund fee. Any lawful proportionate payment for work already supplied is governed by the conditions above.

Not every undated or face-to-face Booking has a statutory cooling-off right. We will explain the position applicable to your Booking. Statutory cancellation and refund rules take priority over clauses 14.1 and 14.3-14.6, and your rights when we fail to perform the contract are unaffected.

14.3 If you cancel at least 24 hours before the start of the agreed collection time or collection window, no cancellation charge is due except for reasonable non-refundable third-party or bespoke costs specifically disclosed and agreed before booking. Allocating a Driver or carrier earlier does not, by itself, override this rule.

For a flexible service, the 24-hour period is measured against the collection time or window agreed for the affected collection, not merely the goods-ready date or the start of the overall service period. If no collection time or window has been agreed, the separately disclosed cancellation basis in clause 14.4 applies.

14.4 If you cancel less than 24 hours before the start of the agreed collection time or window, or after performance has begun at your request, we may charge the reasonable net loss directly caused by cancellation. This may include unavoidable committed carrier costs, wasted mileage or time, and capacity which could not reasonably be resold. We will deduct costs saved and income earned from reasonably reallocated capacity. For a Booking without an agreed collection time, any specific cancellation basis must be disclosed before booking; there is no automatic full-price charge.

14.5 A cancellation charge will not exceed the total Booking price or our reasonable net loss after steps to reduce it. It is compensation, not a penalty or an automatic percentage. We will give you a breakdown on request and will not count the same cost or loss twice.

14.6 Where collection or performance has begun, you may be charged for Services properly supplied and any additional reasonable net loss caused by cancellation, up to the Booking price in total. The full price is payable only where justified by those amounts. Any deposit or prepayment above the sum lawfully due will be refunded. If a statutory cancellation right applies, clause 14.2 governs instead. For cancellation of only part of a multi-stop Booking, we will identify the affected work and assess only the charges and reasonable loss attributable to that change, without counting the same loss twice.

15. Cancellation or suspension by us

15.1 We may suspend or cancel a Booking where required payment remains unpaid after the stated deadline, material booking information is wrong, goods or access are unsafe or unlawful, the Consignment differs materially from that accepted, or an event outside our reasonable control prevents performance. We may also decline performance that would breach a legal or safety obligation. If an essential insurance or carrier requirement cannot be met, we will explain the position promptly and seek an agreed lawful alternative; it does not remove responsibility for our own failure to arrange an accepted Service.

15.2 Where you are not at fault, we will refund Charges paid for Services not supplied. This does not affect any further remedy required by law.

15.3 Where suspension or cancellation results from your breach, you remain responsible for properly supplied Services and reasonable costs and net loss caused by that breach, subject to applicable law. We will take reasonable steps to reduce loss, deduct costs saved and income from reasonably reallocated capacity, and not count the same cost or loss twice. A cancellation charge under clause 14 remains subject to its limits.

16. Charges and payment methods

16.1 You must pay the Charges using the method and by the deadline stated in the applicable payment request, Booking Confirmation or invoice, consistently with the payment terms agreed for the work. For a direct Booking, a payment request issued before Booking Confirmation does not itself confirm the Booking. An authorised channel arrangement under clause 3.2 takes priority over this direct-booking sequence.

16.2 For a direct Booking, where approved account terms do not permit payment later, any required prepayment must be verified before Booking Confirmation under clause 3.4. An authorised channel arrangement under clause 3.2 may have a different agreed sequence. Trade-account credit requires separate approval and agreed eligibility, limit and payment terms. Creating an account or submitting a trade application does not establish credit. A change to future credit availability does not retrospectively alter the price or deadline already agreed for a confirmed Booking, unless lawfully agreed.

16.3 The payment methods available for your Booking will be identified on our official quotation, invoice or payment request. These may include bank transfer or a secure payment link. Use only a method we have confirmed. Drivers and subcontractors do not collect cash unless expressly authorised in the Booking Confirmation.

16.4 A bank transfer is paid when cleared funds are received. Please use the invoice reference to help us allocate it. We will take reasonable steps to identify and match a payment; an allocation delay does not make received funds unpaid. We will respect a valid payment allocation you identify. Where no allocation is supplied, we may apply the payment to the oldest undisputed amount outstanding and explain the allocation on request.

16.5 To reduce payment fraud, rely only on bank details shown on an official invoice or confirmed through a trusted contact method. We will not notify you of a change of bank account solely by an unexpected email asking for urgent payment.

16.6 Where a payment link is offered, it will identify the Booking or invoice and the amount requested. The payment provider processes the transaction under its own applicable arrangements. Check the reference, amount and payment status before paying. Our Privacy Policy explains how payment information is handled; these Terms do not require you to accept an unrelated provider service or waive your rights against us.

16.7 We do not add a surcharge for use of a consumer debit or credit card. Any permitted charge relating to a commercial payment method must be lawful, reflect no more than the permitted cost and be clearly disclosed before payment.

16.8 We will refund a confirmed duplicate payment or any other amount we agree is due back to you without undue delay. Refunds will use the original payment method unless another lawful method is expressly agreed. Statutory refund deadlines and protections always apply: for example, a Consumer refund following an agreed price reduction under section 56 of the Consumer Rights Act 2015 is due within 14 days of that agreement and without a fee. Payment-provider processing time does not remove our duty to issue a refund when due.

16.9 Where you book through a marketplace or platform, the booking information will identify the Charges payable to us and any separately charged platform fee. A payment received by us, or by someone authorised to receive it on our behalf, will be credited against your Booking. A separately disclosed platform fee is not payment of our Charges unless the agreed arrangements say so. We will not collect the same amount twice. If allocation is unclear, we will investigate using the available records. Applicable payment, refund and Consumer rights remain unaffected.

17. Credit terms, invoice disputes and late payment

17.1 The applicable payment deadline or period is agreed for the work, subject to any mandatory legal maximum. For a direct Booking, a required prepayment request states its own deadline before Booking Confirmation under clause 3.4, subject to an authorised channel arrangement under clause 3.2; approved account payment terms are recorded in the Booking Confirmation. An invoice does not unilaterally shorten an already agreed payment period. Expiry and price-protection matters are governed by clause 4.2.

17.2 You must raise a genuine invoice query promptly and identify the amount and reason disputed.

17.3 A delivery incident or damage allegation is investigated separately from billing:

- a Business Customer must pay undisputed amounts by the due date and may not withhold an unrelated or undisputed invoice except where a lawful right of set-off, withholding or other remedy applies or we agree otherwise; and
- a Consumer retains any statutory right to withhold payment, seek a price reduction or use another remedy.

Payment of an invoice or agreement about the carriage charge does not, by itself, settle a separate loss, damage or other claim. Investigating a complaint is not conditional on first paying a genuinely disputed amount.

17.4 For Business Customers, overdue commercial debts may carry statutory interest, fixed compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998, where that legislation applies.

17.5 We will not impose a Consumer late-payment charge unless its basis was clearly disclosed and agreed before booking, it is reasonable, and the law permits it. A later notice of the charge does not by itself make it part of the contract.

17.6 We may decline new Booking Requests or new credit while an undisputed overdue amount remains unpaid or an agreed credit limit is exceeded. This does not retrospectively change an existing Booking; any suspension or cancellation of that Booking is governed by clause 15 and applicable law.

17.7 These Terms do not create a general right to hold goods as security for debts relating to other Bookings. Any retention must have a lawful basis, be proportionate, respect third-party ownership and mandatory Consumer rights, and comply with our continuing duty of reasonable care. We will not use a genuinely disputed debt as a reason to abandon or dispose of goods. Sale or disposal is governed separately by clause 12.5.

18. Declared Value and our freight-liability insurance

18.1 Tell us the full current value of the whole Consignment before booking. Declaring a value does not itself create an insurance policy, confirm cover, accept a higher liability limit or a special declaration of value or interest under a transport convention. Goods whose value exceeds a standard Business Customer limit, or whose value or characteristics need clarification, require individual review before we accept the Booking. We will explain any limit and options before acceptance; entering a larger figure is not an automatic upgrade.

18.2 For a Business Customer, a value which you materially understate and which we expressly accept may limit recovery to that Declared Value, subject to reasonableness and applicable law. We will not use a value recorded incorrectly by us to reduce recovery. This contractual Declared Value restriction does not apply to a Consumer; the information supplied and any misstatement are assessed under the applicable law and clause 20.2. Neither a Declared Value nor an agreed cap is a promise to pay more than the proved recoverable loss.

18.3 Freight-liability insurance supports liabilities a carrier may incur; it is not an all-risks policy issued to you for your goods. Insurance arrangements must be assessed for the actual goods, route, transport modes, handling and carrier. Neither a service label, a vehicle's policy limit nor a statement of a contractual cap

guarantees an insurance payment. A claim against us is assessed under the contract and applicable law, not solely by whether an insurer pays us.

18.4 Any insurance arrangements have their own territorial limits, conditions and exclusions. We will check the proposed route and Service, particularly any ferry, island, cross-border or international leg, before confirming it under clause 23. A geographical expression such as "British Isles" is not a promise of insurance for every route, mode of transport or type of goods within that area. Ask us before booking if you need evidence relevant to a particular Consignment.

18.5 The Business Customer contractual limits are set out in clauses 18.2, 18.6, 18.7, 18.11, 19 and 20. Insurance terms govern the relationship between us and our insurer and do not automatically become exclusions of our liability to you. An insurer's refusal or delay does not itself discharge an obligation we owe you. The numerical service limits in clause 18.6 do not apply to a Consumer Booking.

18.6 For a **Business Customer**, our aggregate liability for physical loss of or damage to the Consignment under one UK Booking is limited to the proved recoverable loss, subject to the following standard maximum:

Agreed UK service	Maximum for the whole Consignment under one Booking
Dedicated	£10,000
Premium	£10,000
Standard	£500
Economy	£100

These figures are contractual liability limits, not insurance-cover amounts, fees or guaranteed compensation. An increased limit of up to **£50,000** may be agreed under clause 18.9. For a service outside this schedule, the applicable terms and any limit must be expressly agreed before the contract is made; a service label cannot supply an undisclosed default limit.

These numerical limits do not apply to a Consumer Booking. Consumer liability is assessed under clause 20.2 and applicable law. Clauses 20.1 and 23.6 take priority for every Booking. Business Customer restrictions remain subject to any applicable legal reasonableness requirement.

18.7 A limit under clause 18.6 applies to the entire Consignment under the Booking, not separately to each item, package, stop, Vehicle, transfer, delivery attempt or claim. It applies throughout the period for which we are responsible for the goods, including loading, unloading and incidental holding. Splitting the agreed carriage between Vehicles does not multiply the limit. It is **not shared with unrelated customers' Bookings**, and we will not reduce it because another customer's goods travelled in the same Vehicle. It does not limit liability for damage to premises or other property, data-protection liability or a separate remedy which the law does not allow us to limit.

18.8 Any excess under our insurance is an amount payable by us. It is not chargeable to you or deductible from compensation.

18.9 You may request an increased Business Customer limit of up to **£50,000 for the whole Consignment under one Booking** before the contract is made. Availability depends on the goods, value, route, transport modes, handling, carrier and required insurance or contractual approval. We must expressly accept the amount and any lawful conditions in writing before committing to it, and state any additional Charge for your agreement. The Booking Confirmation will record the accepted limit. If we cannot offer it, we will tell you before accepting the Booking.

A request, Declared Value entry, Dedicated service or allocation to our own Vehicle does not by itself increase the limit. A later change requires the same review and express agreement before the affected carriage begins. A statutory or convention-based declaration of value or special interest must satisfy that regime's requirements. A Consumer does not have to purchase an increased Business Customer limit to retain legal rights.

18.10 You may wish to obtain separate goods insurance for risks beyond the protection you have under the contract and law. These standard Terms do not themselves provide or arrange an all-risks cargo policy. If a separate third-party insurance arrangement is offered for a particular Booking, it requires its own lawful, expressly agreed arrangement and written information and appropriate policy evidence identifying the actual insurer and any separate intermediary, the insured person and interest, goods and route, amount, premium, excess, material exclusions and conditions, and claims route. An optional increase of our contractual liability under clause 18.9 is not the same product. Any separate insurance does not require you to claim against your own policy before exercising a valid right against us, or remove our responsibility for a breach.

18.11 For a Business Customer's documents, records or information-bearing media, the measure of physical loss or damage is the reasonable replacement cost of the medium plus reasonable copying or reproduction costs from an existing source, subject to the applicable lawful limit. We do not accept liability to a Business Customer for informational value or the cost of recreating information for which no other source exists, unless separately agreed before booking. Tell us if material is irreplaceable; we may decline it or require special arrangements. This restriction does not reduce liability under data-protection law. A Consumer's claim is assessed under clause 20.2.

18.12 Our insurance arrangements do not reduce any liability that cannot lawfully be excluded or limited.

19. Liability for physical loss of or damage to the Consignment

19.1 Where we are legally liable for physical loss of or damage to goods, compensation reflects the proved recoverable loss. The appropriate measure will normally be the reasonable cost of an effective repair which adequately restores the item, or a comparable replacement of similar age, condition and specification, taking account of its value immediately before the loss and any remaining loss of value after repair.

For a Business Customer, compensation is subject to any applicable lawful Declared Value restriction and the agreed limit in clauses 18.6-18.9. For a Consumer, those numerical limits do not apply and clause 20.2 governs. A hypothetical cheap repair which cannot restore the goods is not a basis for reducing a claim. We will not pay twice for the same loss. Mandatory transport law takes priority under clause 23.6.

19.2 We are not responsible for the part of a loss caused by inaccurate instructions, inadequate packaging or labelling, an inherent defect, ordinary wear, pre-existing damage, the goods' natural characteristics, or an act of the sender, owner or recipient, except to the extent our own breach or failure to use reasonable care caused or increased that loss.

Temperature-sensitive, humidity-sensitive and other specialist goods must be agreed under clause 9.2. Where an accepted special handling requirement is breached, a policy exclusion does not itself excuse us. Internal mechanical, electrical or electronic failure is not automatically evidence of transit damage, but it is not automatically excluded where our handling caused it. Properly authorised unattended delivery is governed by clause 11.6, and unavoidable external events by clause 25.

19.3 For used goods, age, condition and value immediately before the loss are relevant under clause 19.1. Compensation is not automatically the price of a brand-new replacement, but a notional low valuation or ineffective repair will not be used to defeat a remedy the law provides. Any valuation agreement is taken into account only to the extent consistent with clauses 18.2 and 20.2 and applicable law; it does not create a contractual Declared Value cap for a Consumer.

19.4 We may propose repair, replacement or compensation where that is a reasonable way to address the loss. We will discuss any repair or salvage arrangements before they affect your goods. We will not impose a remedy which removes a statutory choice or another remedy the law gives you.

19.5 We do not acquire ownership of damaged goods merely because a claim is paid, but we or our insurer may require reasonable salvage arrangements to prevent double recovery.

20. Other liability and exclusions

20.1 Nothing in these Terms excludes or limits liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- deliberate misconduct;
- breach of rights that cannot lawfully be excluded or limited; or
- any other liability that applicable law does not permit us to exclude or limit.

20.2 If you are a Consumer, we are responsible for foreseeable loss or damage caused by our breach of contract or failure to use reasonable care and skill. Loss is foreseeable if it is an obvious consequence or if, when the contract was made, both you and we knew it might happen, for example because you told us. **The £10,000, £500, £100 and optional £50,000 Business Customer limits do not cap a Consumer's claim.**

You retain rights to reasonable care and skill, binding service information and, where applicable, repeat performance, a price reduction, refund or another legal remedy. You do not have to pay extra to retain those rights. This is not a promise to pay every alleged loss: responsibility, causation, evidence, reasonable mitigation and applicable law remain relevant. We do not accept business losses arising from a Consumer Booking; legal Consumer status is determined under clause 1.5.

20.3 If you are a Business Customer, we are not liable, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, for loss of profit, revenue, business, contract, opportunity, anticipated saving, goodwill, production, use or data, whether that loss is direct or indirect, or for any other indirect or consequential loss. This clause does not exclude reasonable copying or reproduction costs recoverable under clause 18.11, liability under data-protection law or any liability protected by clause 20.1.

20.4 Subject to clause 20.1 and mandatory law, for a Business Customer our total liability for delay or other pure financial loss arising from failure to perform the agreed carriage service will not exceed the Charges paid or payable for the affected Booking, unless a different limit was expressly agreed before the contract was made. This limit does not apply to physical loss of or damage to the Consignment, damage to buildings or other property caused by our breach or negligence, or liability under data-protection law. Those matters are assessed under their applicable provisions and law. This clause does not create liability otherwise lawfully excluded by an applicable agreed term.

20.5 Business Customer limits reflect the agreed allocation of transport risk, the nature and value of goods, information supplied before booking and any available individually agreed increase. They remain subject to applicable fairness and reasonableness requirements. Insurance amounts do not establish that a limit is reasonable or enforceable. We will prominently explain the relevant limit, its unit and the available review process before you book.

20.6 Where we expressly guarantee a delivery deadline and fail to meet it, the Booking Confirmation may state a service-credit remedy. Any remedy does not restrict rights that cannot lawfully be limited.

20.7 For a Business Customer, we do not accept responsibility for an unusual or exceptional consequence of delay or failure unless the relevant risk and the responsibility we agree to assume are expressly recorded before booking. This does not create liability excluded by another agreed term. For a Consumer,

foreseeability and mandatory rights are assessed under clause 20.2; a separate written acceptance is not an extra condition of those rights.

20.8 Clauses 18-22 must be read with this clause 20 and the mandatory transport-law priority in clause 23.6. A limitation or exclusion is not enforceable merely because it appears in these Terms or in an insurance policy. Consumer terms remain subject to statutory fairness and transparency controls, and Business Customer exclusions remain subject to any applicable reasonableness test. We will not rely on a limit or procedural requirement in a way that unlawfully removes your rights.

21. Reporting and investigating loss or damage

21.1 You should inspect the Consignment as soon as reasonably practicable after delivery.

21.2 Please report an incident to our office as soon as reasonably practicable. To help preserve evidence, we ask that you:

- report visible damage, shortage or refusal at delivery where it is safe and practicable, and confirm the details within 3 calendar days after delivery;
- report concealed damage or partial loss within 7 calendar days after delivery; and
- report loss or non-delivery within 14 calendar days after the expected delivery date.

The delivery day, or expected delivery day, is not counted when calculating these periods. These are requested reporting periods, not automatic claim-forfeiture deadlines. If you could not reasonably report within them, contact us when you can and explain the circumstances. Clause 21.8 explains the effect of delay.

21.3 Initial notice should identify the Booking where available, the affected item or property, what is alleged, when and where it was first noticed and where any affected goods are held. For damage to premises or other property, describe the handling or event concerned. Absence of a job reference does not prevent us considering a genuine report; we will request evidence appropriate to the issue.

21.4 Please provide enough detail and evidence for us to assess the claim, ideally within 14 calendar days after the initial notice. Tell us if you need more time or an item is unavailable. Depending on the circumstances, useful evidence may include:

- the job reference, item description, quantity and identifying labels;
- photographs or video before collection and at delivery, including original files and metadata where available;
- photographs of damage and the packaging;
- the delivery record and any incident note;
- proof of ownership and value, such as an invoice or comparable market evidence;
- reasonable repair estimates or replacement quotations;
- when and where the problem was discovered; and
- where the goods are held and how an inspection can be arranged.

We will make proportionate requests and consider an explanation or alternative evidence if a requested document does not exist or cannot reasonably be obtained.

21.5 We will assess all relevant evidence. Original files can help establish timing and condition, but a screenshot, copy or witness account is not automatically rejected because it is not an original file or lacks metadata. You must not knowingly provide false or misleading evidence. Our requests for evidence do not transfer any burden of proof which applicable law places on us, including as a bailee or under a mandatory transport convention.

21.6 Keep the goods and packaging reasonably available for inspection and avoid unnecessary alteration or disposal while we promptly arrange it. We will not require indefinite retention without explanation. Tell us before repair, return or disposal where practicable, but take urgent reasonable steps needed for safety or to prevent further loss and keep a record. We will discuss reasonable practical arrangements if continued retention is burdensome.

21.7 You must take reasonable steps to minimise further loss and keep evidence of those steps and costs.

21.8 Late notice or missing evidence does not automatically extinguish a claim. We must still assess the available evidence and explain any decision.

- For a Business Customer, any reduction based on delay must be lawful, reasonable and limited to material prejudice actually caused by that delay; it is not an automatic full rejection.
- For a Consumer, the requested periods do not shorten a statutory limitation period or create an additional condition of statutory rights. The legal effect of unavailable evidence, avoidable further loss or delay depends on the actual circumstances and applicable law.

Our insurer declining cover, or our inability to recover from another carrier, does not by itself reduce an amount we legally owe you. Failures in our own notification or administration remain our responsibility. For carriage governed by a mandatory international transport regime, the legally applicable notice, evidence and limitation rules take priority under clause 23.6; the operational reporting requests above do not replace them.

21.9 We may notify our insurer, arrange a reasonable inspection, obtain expert evidence and pursue a responsible Subcontractor or third party. Any salvage action must be lawful and agreed where it affects your ownership. These steps do not prevent you pursuing a claim directly against us where we are responsible.

22. Claims communications and authority

22.1 We aim to acknowledge a reported claim within 2 Working Days and give an initial assessment or progress update within 7 Working Days. A final decision may take longer if evidence, an inspection or expert input is needed; we will explain the reason and keep you updated. Where the matter also concerns service quality, clause 26 applies as well. These targets do not extend a statutory deadline or postpone a remedy already due.

22.2 Liability decisions and settlement offers are handled by a director, an authorised claims handler or an insurer acting with appropriate authority. Staff may record the facts, explain the process and pass a proposed remedy to the appropriate person. This internal arrangement does not remove rights arising from a representation on which the law allows you to rely.

22.3 An apology, expression of concern or offer to investigate is not, by itself, an admission of legal liability. We will coordinate an insured claim with our insurer and seek any required consent to a settlement. That process does not suspend our statutory duties or make your legal entitlement conditional on an insurer's approval. We can discuss the problem and available remedies while an investigation continues, and will provide a refund or other remedy when legally due.

22.4 Opening an investigation does not by itself establish responsibility or the amount of a claim. Equally, it does not mean that a valid claim has been rejected. We will explain the evidence and basis of our decision.

22.5 We will record an agreed settlement in writing, identifying the claim or dispute it resolves, the amount and other agreed conditions. Settling a payment query does not release a separate goods, property-damage or other claim unless that release is clearly explained and expressly agreed by someone entitled to agree it. Our failure to issue a record does not remove a binding agreement or a remedy provided by law. A settlement for one Booking does not decide another.

22.6 We will notify our insurer where required by the relevant policy and arrange any reasonable inspection promptly. We will explain what access or information is needed and take account of your circumstances. If

goods have already been repaired, returned or disposed of, we will consider why and what other evidence exists; the claim is not automatically invalid. Clauses 21.6-21.8 apply.

23. Scope of carriage and customs

23.1 We arrange deliveries to and from Cornwall and across the United Kingdom, Europe and worldwide, from envelopes and documents to parcels, bulky items and pallets. The route, goods, service, carrier arrangements and transport modes are assessed and agreed for each Booking. International service availability does not mean that every destination, item or deadline can be accepted. These Terms do not exclude international carriage merely because a journey includes an air, sea, rail or ferry leg; the arrangements in clause 23.2 must first be agreed.

23.2 Before accepting an international, cross-border, island or ferry Booking, or a Booking using more than one transport mode, we will identify in writing:

- the agreed route and relevant road, air, sea, rail or other transport legs;
- the contracting carrier or carriers and their role, so far as needed to explain who is responsible for the service;
- the applicable terms and any mandatory transport regime, including CMR for international road carriage where it applies;
- material liability limits, notice and claims requirements, customs responsibilities and Charges; and
- whether we contract as carrier or act as your agent in arranging another carrier's service.

We act as your agent only where that role, the relevant contractual arrangements and any agency fee have been clearly explained and expressly agreed before the Booking is made. Later subcontracting does not make us an agent by default. In an agreed agency arrangement, we remain responsible for performing our own agreed duties with reasonable care and skill. Separate carrier terms cannot remove duties which mandatory law places on us.

23.3 Where customs formalities apply, you must supply complete and accurate information reasonably required for lawful carriage and clearance. This may include a goods description, commodity codes, origin, value, sender and recipient details, licences, permits, commercial invoices and import or export instructions. Before booking, we will identify who is responsible for preparing and submitting declarations and whether any customs representation is included. We do not act as importer, exporter or customs representative merely because we transport or arrange transport of the goods. Where we expressly undertake a particular task, we remain responsible for our own performance of it.

23.4 The quotation will identify the agreed responsibility for duties, import VAT, brokerage, customs, inspection and other official charges. For a Consumer, known unavoidable charges must be included in the total or, where they cannot reasonably be calculated in advance, explained before booking as required by clause 4.4. We will not infer an open-ended obligation to pay undisclosed charges merely from the presence of a border crossing. The goods must meet applicable destination, transit, sanctions and import or export requirements; clause 27.7 also applies.

23.5 Customs and border times are estimates unless a specific commitment is expressly agreed. We are not responsible for delay caused solely by an authority or by inaccurate or incomplete information, except to the extent our breach or failure to use reasonable care caused or increased the delay. If a consignment is held, refused entry or cannot lawfully continue, we will seek instructions where practicable and explain lawful options, including return or other authorised arrangements, and the basis of any reasonable Charges. We will not charge you for costs caused solely by our own breach.

23.6 Mandatory transport conventions and laws apply according to the actual contract, route and modes of carriage, whether or not mentioned in a quotation. For example, CMR may govern qualifying international

road carriage; air, sea and rail carriage can be subject to different regimes. Where a mandatory rule conflicts with these Terms, it takes priority, including rules on liability, valuation, limits, evidence, notice, claims deadlines and jurisdiction. The UK Business Customer service limits, business-loss exclusions and operational claims requests in clauses 18-22 do not displace such rules or automatically apply to every international leg. We will explain the relevant contractual arrangements before booking; neither acceptance of these Terms nor a description of our role waives mandatory rights.

24. Personal data and communications

24.1 We use personal data to quote, book, perform, track and administer the Services, take and reconcile payment, prevent fraud, handle claims and meet legal obligations. Further information is in our Privacy Policy.

24.2 Where necessary and lawful, information may be shared with Drivers, Subcontractors, carriers, logistics platforms, IT and communications providers, payment providers, banks, insurers and claims advisers, professional advisers and relevant authorities. Credit-reference or fraud-prevention checks will be explained where applicable. Our Privacy Policy provides the required detail about purposes and lawful bases, recipients, retention, international transfers and your rights. This clause is not consent to unrelated processing and does not transfer our data-protection obligations to you.

24.3 Supply other people's details only where you are entitled to do so and only to the extent needed for the Booking. Where data-protection law requires you to give information or establish a lawful basis, you must do so. This does not assume that every private individual is a separate data controller or that consent is the only lawful basis. Tell us before supplying unusually sensitive information. We remain responsible for our own data-protection and transparency duties.

24.4 We may use the relevant contact details for operational messages about a quotation, Booking, collection, delivery, payment, safety issue or claim. Promotional content is handled separately under applicable marketing rules and the Privacy Policy. Accepting these Terms is not a requirement to consent to marketing.

24.5 Tracking links and Delivery Evidence may contain personal or location information. Keep them secure and share them only with people who need them. We will apply appropriate access and retention controls; this request does not remove our own security responsibilities.

24.6 You can raise a data-protection complaint by emailing **info@cornwallcouriers.co.uk**, writing to our registered office or contacting us by telephone using clause 1.3. Please tell us that your concern relates to personal data and provide enough detail for us to look into it. We will facilitate the complaint, acknowledge it within 30 days, make appropriate enquiries, keep you informed and communicate the outcome without undue delay. The 30-day period is an acknowledgement deadline, not a promise to finish every investigation within it. You may also complain to the Information Commissioner's Office at **ico.org.uk/make-a-complaint/**; you do not have to complete our process before exercising that right.

25. Events outside reasonable control

25.1 We are not responsible for delay or failure caused by an event outside our reasonable control where we have used reasonable care and could not reasonably avoid or overcome the effect.

25.2 Such events may include extreme weather, flood, fire, serious traffic incidents, road closures, industrial action, civil disorder, war, terrorism, epidemic, government action, customs or port disruption, major communications failure, cyberattack or widespread power or technology outage.

25.3 We will take reasonable steps to reduce disruption, keep you informed and resume performance. If the remaining Service becomes impossible or is materially delayed, we will explain the position and discuss a suitable alternative. In either case, if you are a Consumer, you may instead cancel the unperformed part without a cancellation charge under clause 14. We will refund Charges paid for that part without undue delay. Any entitlement to a further refund or other remedy remains unaffected. Arrangements for goods already in

our custody remain subject to clause 12. For other Bookings, cancellation, Charges and refunds are assessed under the agreed contract and applicable law. Unavoidable costs are not automatically deductible from a Consumer refund. This clause does not excuse our own avoidable failure or remove a statutory remedy.

26. Complaints and disputes

26.1 You may raise a complaint by email, telephone or post using clause 1.3 or your Booking Confirmation. Give a Booking reference where available and enough information for us to understand the concern. A particular form, subject line or legal wording is not required. Tell us if you need reasonable help using the process.

26.2 We aim to acknowledge a service complaint promptly and provide a substantive response within 10 Working Days. If more time is reasonably needed, we will explain why and give a progress update. Statutory deadlines take priority, and data-protection complaints also follow clause 24.6.

26.3 The parties should first try in good faith to resolve a dispute through direct discussion. They may agree to use mediation or another suitable form of alternative dispute resolution.

26.4 A Consumer remains free to use any court, statutory remedy or alternative dispute-resolution option available by law.

26.5 Nothing in this clause prevents either party from seeking urgent court relief or bringing a claim before a legal deadline expires.

26.6 When we communicate the outcome of a Consumer complaint, we will give details of any ADR or other complaint-resolution arrangement available to you that we are required to participate in by law, by your contract or by another contractual arrangement binding on us. This includes the applicable route for pursuing the complaint where you remain dissatisfied.

26.7 If a voluntary mediation or ADR arrangement is available and we agree to use it, we will explain the provider, process and applicable conditions. These Terms do not assert membership of a particular scheme. No internal complaint procedure or voluntary ADR process prevents you from using a legal remedy or meeting a court deadline.

27. General terms

27.1 We may update these Terms for future Bookings. A change does not alter the version already accepted for a confirmed Booking unless both parties agree in writing or the change is required by law.

27.2 We may transfer the contract as part of a genuine business transfer only where lawful and without reducing a Consumer's rights or safeguards. We will notify you where required and explain any material effect. You may transfer the contract with our reasonable consent or where the law otherwise permits; we will not unreasonably refuse a transfer which does not prejudice performance or payment.

27.3 No person other than you and us has a right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999. This does not remove any independent right or responsibility arising under applicable law, including mandatory transport law.

27.4 If a term is unlawful or unenforceable, it will not bind the parties to that extent. The rest of the contract continues where it can lawfully do so. This clause does not permit us to rewrite an unfair Consumer term unilaterally or assume that a court will convert it into the broadest enforceable restriction.

27.5 A delay in enforcing a right is not a waiver of that right.

27.6 These Terms, the agreed Booking Confirmation and any agreed special terms record the Booking contract. For a Consumer, this includes binding information protected by clause 3.6. Nothing in this clause

excludes fraud, fraudulent misrepresentation or another right or remedy which cannot lawfully be excluded. An oral representation is not automatically disregarded where the law makes it binding.

27.7 We may suspend or decline performance where it would breach an applicable sanction, export control or other legal prohibition. You must provide accurate information reasonably needed for lawful screening and must not knowingly ask us to carry prohibited goods or perform a prohibited transaction. If a restriction arises, we will notify you where lawful and deal with any refund, return or other arrangement in accordance with the law and clauses 15 and 23.

27.8 These Terms are prepared in English. If we provide a translation, we will explain which version is intended to govern and correct a material discrepancy promptly. An English-language priority does not remove a Consumer's transparency rights or protection for information we have supplied in another language.

28. Governing law and jurisdiction

28.1 These Terms and each Booking are governed by the law of England and Wales, subject to any mandatory transport law and any mandatory Consumer protection which applies to the contract.

28.2 If you are a Business Customer, the courts of England and Wales have exclusive jurisdiction, except where a mandatory transport convention or another applicable rule gives a party a right to use a different court which cannot lawfully be excluded.

28.3 If you are a Consumer, you may bring proceedings in any court available to you under mandatory consumer or transport law. Choosing the law of England and Wales does not remove mandatory protections of the law of your place of residence where those protections apply.

Schedule A. UK service commitments and waiting charges

This schedule applies where the quotation identifies the corresponding UK road service. It must be provided with the Terms before booking. Availability, suitable transport and acceptance remain subject to clause 3. International, Lorry and specialist arrangements are confirmed individually. Liability is governed by clauses 18-20, not by a promise of insurance in this schedule.

Service	Transport and timing	Included combined time at each Stop
Dedicated	Exclusive Vehicle for your Consignment; planned same Driver and Vehicle, no other customers' goods or planned depot transfers. Dates and windows agreed before confirmation.	30 minutes
Premium	Planned same Driver and Vehicle without depot transfers; compatible customers' goods may share transport. Dates and windows agreed before confirmation.	30 minutes
Standard	We plan collection and delivery within an agreed overall period of up to 5 Working Days. Shared transport and planned transfers may be used.	15 minutes
Economy	We plan collection and delivery within an agreed overall period of up to 7 Working Days. Shared transport and planned transfers may be used. Maximum 50 kg total Consignment weight and 100 cm longest packed edge for each item. Goods above either limit require an offer for a different service.	10 minutes

A1. Calendar and notice. The Standard and Economy period covers the complete collection-to-delivery process from the agreed goods-ready starting date, not a separate period for each leg. Day 1 is the next applicable Working Day; the starting date is not counted. The calendar in clause 2 applies, and the latest delivery date is identified before booking. We normally arrange these services Monday-Friday, 08:00-18:00. We give at least one Working Day's notice of the selected day for each Stop; shorter notice requires agreement from the affected contact. Any date or window which is already contractually fixed cannot be changed merely by giving notice.

A2. Out-of-hours and exceptions. Night, weekend and bank-holiday work for any tier is available only by prior individual agreement on availability, timing and price. Additional Economy addresses require individual review; other additional stops also require route and price review. A different individually agreed arrangement must be recorded; it is not implied by submitting a request.

A3. Basic assistance. Each tier includes basic one-Driver loading/unloading assistance and handover of packed goods at an easily accessible ground-floor entrance, without stairs or a long carry, where safe. The included Stop time covers waiting, loading and unloading together. Extra crew, intensive loading, carrying further inside, stairs or special equipment need an agreed offer identifying the work, price and total included Stop time. The same work or time is not charged twice. An expressly accepted handling commitment remains binding if it exceeds the default service.

Schedule A (continued)

A4. Waiting calculation for Van and Luton services. After the included time, the rate is **£10 + VAT for each started 15-minute period of evidenced excess time**. Where the standard 20% VAT rate applies, the Consumer price is **£12 including VAT per started 15-minute period**. This is equivalent to £40 + VAT per full hour of excess, but billing uses the disclosed started 15-minute blocks. Lorry waiting rates are agreed individually. The quotation must state the applicable VAT-inclusive Consumer total or calculation before booking.

The clock starts only when the Driver has arrived, is ready for the agreed work and has notified the contact, and never before the agreed time or window begins. Time caused by us is excluded. Loading and unloading do not restart a separate allowance. The excess is charged once per Stop, and any longer included period agreed for extra assistance takes priority. Service discounts do not alter this rate unless expressly agreed.

For example, if a Premium Stop takes 35 chargeable minutes, 30 minutes are included and the 5-minute excess is one started block: £10 + VAT (£12 including VAT where 20% applies). We will explain and evidence an applicable charge; a system estimate is not, by itself, authority to impose an undisclosed fee.

A5. Liability information. Business Customer goods limits are Dedicated/Premium £10,000, Standard £500 and Economy £100 for the whole Consignment under one Booking, subject to clauses 18-20. An optional increase up to £50,000 requires prior written review and acceptance under clause 18.9. These figures are not insurance guarantees and do not apply as caps to Consumer Bookings. Mandatory international rules take priority.

Schedule B. Model statutory cancellation form

Complete and return this form only if you wish to cancel a contract for which a statutory cancellation right applies. It is not required for a dated goods-transport Booking excluded under clause 14.2. You may instead send any other clear statement of cancellation. Delete entries which do not apply.

To Cornwall Couriers Ltd, 7 Drop Stamp Road, Camborne, England, TR14 8GW. Email: info@cornwallcouriers.co.uk or info@secureukcouriers.co.uk.

I/We hereby give notice that I/We cancel my/our contract for the supply of the following service:

Service and Booking reference: _____

Ordered on / contract made on: _____

Name of Consumer(s): _____

Address of Consumer(s): _____

Signature of Consumer(s), only if this form is sent on paper: _____

Date: _____

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