

## P.S.P. Delivery Services Ltd - Terms and Conditions

These Terms and Conditions apply to all services provided by us, P.S.P. Delivery Services Ltd, a company registered in England and Wales under number 12231448, whose registered address is at Suite 301, 116 Baker Street, London, England, W1U 6TS, trading from Office 47, Trident Court, 1 Oakcroft Road, KT9 1BD.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Consumer**” is as defined in the Consumer Rights Act 2015;

“**Contract**” means the contract for the provision of our Services, as explained in clause 2, which incorporates and is subject to these Terms and Conditions;

“**Customer/you/your**” means the Consumer or Web User which makes a booking with us. Where the person making the booking is an Individual doing so on behalf of a business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that business and the business will be the Customer in the context of the Contract;

“**Consignment**” means goods - - whether sent as a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages or containers - - sent at one time in one load by or for the Customer from one address to one address.

“**Consignee**” means the person or company to whom the Carrier contracts with the Customer to deliver the Consignment.

“**Dangerous Goods**” means those articles and substances the carriage of which are prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) or permitted to be carried only under the conditions prescribed therein, as applied in the United Kingdom, as well as all other substances and articles of a nature or containing characteristics which represent a hazard to persons or property, or which include any explosive or radioactive material.

“**Services**” means the courier services to be provided by us to you;

“**Web User**” means a customer of [www.pspdelivery.com/](http://www.pspdelivery.com/) making a booking via the Website;

“**Website**” means [www.pspdelivery.com/](http://www.pspdelivery.com/).

“**In writing**” includes, unless otherwise agreed, the transmission of information by electronic, optical or similar means of communication, including, but not limited to, facsimile, electronic mail or electronic data interchange (EDI), provided that the information is readily accessible and durable so as to be usable for subsequent reference.

1.2 Unless the context otherwise requires, each reference of these Terms and Conditions to:

1.2.1 “writing”, and “written” includes emails;

1.2.2 a provision of a statute or a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 a clause is reference to a clause of these Terms and Conditions;

1.2.5 a “Party” or “Parties” refers to the parties to these Terms and Conditions.

1.3 The division of this Agreement into sections, subsections, paragraphs, subparagraphs, clauses and subclauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Words importing the singular include the plural and vice versa and words importing a particular gender or neuter include both genders and neuter.

### 2. How the contract is formed

2.1 If you are a Web User, our Website will guide you through the booking process. No part of our Website constitutes a contractual offer capable of acceptance. Your booking constitutes a contractual offer that we may, at our sole discretion, accept. Our acceptance will be indicated when a booking confirmation is sent to you in writing. Only once we have sent you this booking confirmation will there be a legally binding contract between you and us.

### 3. Signed Receipt

3.1 We will require written acknowledgement at the point of delivery, which will be considered conclusive evidence of proper delivery and if we cannot obtain this, we will be unable to effect delivery. However, if you advise us that a signature is not required as proof of delivery, then we cannot be held liable if it is later claimed that the goods have not been delivered.

### 4. Loading and Unloading

4.1 Unless otherwise agreed in writing the Customer will be responsible for the loading of goods onto the vehicle and will also be responsible for the Consignee unloading the goods off the vehicle. The Carrier will not be responsible for any loss or damage to the goods onto or unloading them off the vehicle, or from the overloading of the vehicle or from the unsafe loading of the vehicle. The Carrier may, at its sole discretion, provide assistance in loading or unloading the goods if requested to do so by the Customer or the Consignee or the agents of either. The Customer shall indemnify the Carrier from and against all and any loss, damage, death or injury that may arise whilst the loading or unloading operations is taking place whether or not such loss, damage, death or injury is attributable to the negligence of the Carrier, its agents or servants.

4.2 The Customer shall ensure that there is adequate access to the loading and the unloading points and that the roadways to and from the public highway are of suitable material and that unloading will take place on good sound hardstanding, where there will be sufficient space to load or unload the vehicle in safety.

4.3 The Customer shall ensure that any cranes, fork lift trucks, slings, chains or any other equipment used in loading or unloading the vehicle are suitable for that purpose and will indemnify the Carrier against any and all consequences of failure of or unsuitability of such equipment.

4.4 The Customer shall indemnify the Carrier against all liability or loss or damage suffered or incurred (including but not limited to the damage to the Carrier's vehicle) as a result of the Carrier's personnel complying with the instructions of the Customer or the Consignee.

4.5 The Customer shall make available to the Carrier upon request details of any risk assessments which may have been carried out at the collection and/or delivery addresses. The responsibility for carrying out such risk assessments shall be that of the Customer and not of the Carrier.

4.6 The Carrier shall not be liable for any loss or damage whatsoever, howsoever caused, if the Carrier's personnel are instructed by the Customer or Consignee to provide service to an area which does not comply with Condition 4(2) above, whether or not against the recommendations of the Carrier or Carrier's personnel.

### 5. Dangerous Goods

The Customer must disclose in writing in advance if any Consignment contains Dangerous Goods. If the Customer does not disclose this information in writing, in advance, the Carrier shall be entitled to rescind the Contract. If the Carrier agrees to accept for carriage any Dangerous Goods so disclosed then the Customer must ensure and arrange that the Dangerous Goods are packed, marked, classified, labelled and documented in accordance with all applicable statutory regulations for the carriage by road for the substance declared.

### 6. Price and Payment

6.1 The price generated on our Website is an estimate only. Prices will be confirmed when we send out our booking confirmation. If the price has changed between your booking and our booking confirmation, you will be given the option to cancel the booking. Any payments made for the booking in advance will then be refunded to you.

6.2 Any refunds due to you will be processed as soon as possible and in any event, within 14 days.

6.3 If we, for any reason, do not accept or cannot fulfil your booking, any payments you made to us will be refunded to you.

6.4 We will not complete the booking any booking until any outstanding sums have been paid to us in full.

6.5 The Carrier's charges shall be payable by the Customer, without prejudice to any rights the Carrier may have against the Consignee, or any other person, to secure or obtain payment.

- 6.6 All payments will be processed via a payment gateway provider, for example Stripe. No credit or debit information is provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider's Terms and Conditions, under separate contractual relationship. We are not held liable for any errors, actions, omissions or incorrect charges that they may make, as a third party.

## 7. Obligations of the Customer

The Customer warrants that:

- 7.1 When requesting a quotation and/or making a booking, you are required to provide us with the following information:
- 7.1.1 the estimated total value of the items to be delivered;
  - 7.1.2 a description of the items to be delivered;
  - 7.1.3 whether the delivery includes any Dangerous Goods (defined in the Carriage of Dangerous Goods by Road Regulations 1996)
  - 7.1.4 the full collection and delivery addresses, with postcodes;
  - 7.1.5 any special delivery instructions, such as any restrictions'
- 7.2 It is in the Customer's responsibility to ensure that the goods are secure, properly packed and labelled in accordance with best practice and any applicable statutory requirements, and are fit for transport.
- 7.3 Goods containing firearms, munitions, flammable items or other explosives, livestock or other animals, human remains, any obscene, defamatory, blasphemous, scandalous or indecent material, any items (including, but not limited to, drugs or other illegal substances) prohibited or illegal to possess can not be submitted for carriage unless we have agreed otherwise in writing.
- 7.4 The Consignment does not and will not: cause pollution of the environment or harm to human health; require any official consent or licence to handle, possess, deal with or carry; at any time whilst in the control or care of the Carrier (unless the Carrier has been previously advised otherwise); and the Consignment must be of a nature that can be legally transported in the United Kingdom.
- 7.5 Any information provided by you found to be incorrect or change at any stage, either deliberately or otherwise, we reserve the right to cancel the Contract and no refunds will be made for payments made in advance. You agree to indemnify us against any loss, costs, damages, claims and expenses suffered or incurred by us in fulfilling, amending or cancelling the Contract under this clause 7.
- 7.6 We are under no obligation to load or offload goods and it is your responsibility to provide plant, power or labour where necessary and to offload goods from the vehicle. We will not be liable for any damage caused if we are instructed to load or offload the goods where you have not complied with your obligations under this clause 7.6. We are under no obligation to provide our Services beyond the usual place of collection or delivery but if we do so at your request, this will be at your sole risk.
- 7.7 We reserve the right to open and examine any goods that we reasonably consider to be a health and safety or security risk, or otherwise a breach in this clause 7, and to take appropriate action afterwards, to be decided at our discretion.
- 7.8 If you wish to alter any details of the booking, (for example, a change in the delivery address), you must notify us as soon as possible. We will attempt to make any required changes and will charge you for any additional costs incurred by us as a result.
- 7.9 If the Carrier's performance of any of its obligations under the Contract is hindered, delayed or prevented by any act of omission of the Customer or by any failure by the Customer to perform any relevant obligation (**Customer Default**), then:
- 7.9.1 the Carrier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Carrier's failure to perform or delay in performing any of its obligations as set out in this clause 7.9.
  - 7.9.2 the Customer shall on written demand reimburse the Carrier for any costs or losses sustained or incurred by the Carrier arising directly or indirectly from the Customer Default.
- 7.10 You may not transfer or assign your obligations and rights under these Terms and Conditions and under the Contract without our express written permission.

## 8. Transportation

- 8.1 Unless otherwise agreed expressly between the parties, transit shall commence after the Consignment has left the premises from where the Consignment is collected.
- 8.2 If you require it, we will sign a consignment note acknowledging receipt of the goods, but this will not be evidence of the condition, declared nature, quality or weight of the goods at the time of our receipt.
- 8.3 Subject to 8.4, transit ends when the goods are presented at the delivery address agreed at the point of booking.
- 8.4 If the Consignment cannot be delivered (for whatever reason) or they are held by us awaiting further instructions from you and such instructions are not received, or if no safe and adequate access or unloading facilities are provided when the Consignment arrives at the proper place of delivery at the Consignee's address or if the goods are not collected within 24 hours of us giving you notice, then the delivery will be deemed to have ended.
- 8.5 We reserve the right to recover any costs incurred by us as a result of a failed delivery due to the incorrect or insufficient information provided by you.
- 8.6 If we are unable to deliver or the delivery is deemed to have ended in accordance with clause 8.4, we will notify you. Unless the goods are collected from us, or instructions are given for their disposal, onward carriage or return (at your expense), within 7 days from the date of your notice, then ownership ("title") in the goods will pass to us and we may destroy or sell the goods as if we were the absolute owner. Any proceeds of the sale of the goods will be applied to any costs incurred by us in providing our Services to you, and any remaining proceeds will be paid to you (unless there is a shortfall, in which case we will charge for the shortfall).
- 8.7 We allow for a maximum of 15 minutes of loading time and 15 minutes of offloading time. If we are delayed beyond these timeframes due to no fault of our own, this will incur additional costs.
- 8.8 Any waste material left as a result of the delivery is in the responsibility of the customer and should be disposed of accordingly.
- 8.8 We will use all reasonable endeavours to collect and deliver the goods within the agreed timescale, however, such timescales are estimates and time will not be of the essence in the performance of our Services.
- 8.9 The Consignment shall be at the sole risk of the Customer at all times when the Consignment is not in transit.

## 9. Cancellations

- 9.1 If you wish to cancel your booking, you may do so at any time by giving us written notice, provided that:
- 9.1.1 If you cancel at any time after the booking is confirmed, you will remain liable for 25% of the total booking fee;
  - 9.1.2 If you cancel on the day of collection, you will remain liable for 50% of the total booking fee;
  - 9.1.3 If you cancel after the vehicle has been dispatched, you will remain liable for 100% of the total booking fee.
- 9.2 if we cancel your booking due to your failure to comply with any of your obligations under these Terms and Conditions, then the charges set out in clause 9.1 will also apply.
- 9.3 We reserve the right to cancel the booking at any time for any reason other than your default and in this case, we will refund payments made in advance.

## 10. Liability and Indemnity

- 10.1 Under no circumstance will we be liable to you for any loss of profit, loss of business, loss of business opportunity or interruption to business whatsoever.
- 10.2 We will not be liable for any loss, mis-delivery of or damage to goods arising from or in connection with your failure to package or label the goods correctly, or due to natural deterioration of the goods.

10.3 We will not be liable for any loss, mis-delivery of or damage to the goods unless we are notified of this within 7 days, and the claim is made in writing within 14 days, after the termination of the transit. This does not apply if you can prove that it was not reasonably possible to make a claim within this time limit and the claim was then made within reasonable time.

10.4 In the computation of time where any period provided by these Conditions is seven days or less, Sundays and all statutory public holidays shall be excluded

10.4 Subject to these conditions the Carrier shall be liable for:

10.4.1 physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stone compromised within the Consignment only if:

10.4.2 the Carrier has specifically agreed in writing to carry such items; and

10.4.3 the customer has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carriage of said items;

10.4.4 the loss, mis-delivery or damage is occasioned during transit and is proved to have been caused by negligence of the Carrier, its servants, agents or sub-contractors.

10.5 A **"Force Majeure Event"** shall mean any act (s), event (s), circumstance (s) or cause (s) the occurrence of which is beyond the reasonable control of the Carrier, including but not limited to:

10.5.1 act of God, riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause, war, act of terrorism, seizure or forfeiture under legal process, restraint of government.

10.5.2 error, act, omission, mis-statement or misrepresentation by the Customer or the owner of the Consignment or by any servant or agent of either of them;

10.5.3 inherent wastage in bulk or weight, faulty design, latent defect or inherent vice or natural deterioration of the Consignment;

10.5.4 any special handling requirements in respect of the Consignment which have not been notified to the Carrier;

10.5.5 insufficient or improper packaging, labelling or addressing

10.5.6 fire, flood, storm, earthquake, pandemic, or epidemic;

10.5.7 road congestion, road accidents, delays incurred at any delivery location or lack of delivery instructions from the Customer, vehicle breakdown;

10.6 The Carrier shall not in any circumstances be liable for any loss or damage arising after transit is deemed to have ended within the meaning of clause 8.4 hereof, whether or not caused or contributed to, directly or indirectly, by an act, omission, neglect, default or other wrongdoings on the part of the Carrier, its servants, agents or sub-contractors.

10.7 The Carrier shall not be in breach of the Contract or liable for any delay in performing, or failure to perform any of its obligations under the Contract if such delay or failure result from a Force Majeure Event.

10.8 Except what has been stated in this clause 10, our total liability for physical loss, mis-delivery of or damage to the goods the subject of the booking, however arising, will be limited to the lesser of:

10.8.1 the cost of repairing any damage or reconditioning of the goods; and

10.8.2 the value of the goods actually lost, damaged or mis-delivered

10.8.3 a sum calculated at the rate of £1,300 Sterling per tonne on the gross weight of the goods actually lost, mis-delivered and damaged;

10.8.4 In the case of loss, damage or mis-delivery to a part or the whole of Consignment of goods, the weight to be taken into account to calculate liability will only be the gross weight of the part actually lost, damaged or mis-delivered.

10.8.5 It will be the Customer's responsibility to provide proof of the weight and value of the whole of the Consignment and any part thereof lost, damaged or mis-delivered.

10.8.6 the Customer shall be entitled to give the Carrier notice in writing, to be delivered at least seven days prior to the commencement of transit, requesting the £1,300 per tonne limit referred to in term 10.8.3 above be increased (but not so to exceed the value of the Consignment). In the event of such notice being given the Customer shall be required to agree with the Carrier an increase in the carriage charges, but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue.

10.9 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation

## 11. Fraud

11.1 Under no circumstances shall the Carrier be liable of a Consignment in relation to where there has been fraud on the part of the Customer, the Consignee or owner of the Consignment, unless any servant of the Carrier during employment or the Carrier has been complicit in the fraud.

## 12. Data Protection

12.1 Both parties undertakes that it shall not at any time disclose to any person any confidential information in relation to affairs, customers, clients, business, or suppliers of the other party, except as permitted by these conditions.

12.1.1 to its representatives, employees, sub-contractors, advisers or officers who need to know such information for the purpose of carrying out the party's legal information; and

12.1.2 required by law to a court of competent jurisdiction or any regulatory or government authority.

## 13. Law and Jurisdiction

13.1 Unless otherwise agreed in writing, the Contract any disputes arising in connection to it will be governed by English law.

13.2 Each party irrevocably agrees that any disputes arising from these Terms and Conditions, the relationship between you and us, or any situation arising from them or associated with them, will be subject to the exclusive jurisdiction of the English Courts.