

PLANET LOGISTICS LIMITED

TERMS AND CONDITIONS OF CARRIAGE

INTERPRETATION

1. In these terms and conditions, unless the context otherwise permits or requires the following expressions shall have the following meanings.
  1. 'The Carrier' means PLANET LOGISTICS LIMITED
  2. 'The Customer' means the person who contracts for the services of the Carrier
  3. 'Dangerous Goods' means items from time to time specified in the United Nations Recommendations on the Transport of Dangerous Goods and any other items which we from time to time specify
  4. 'Consignee' means the person to whom the Carrier delivers the Consignment
  5. 'Consignment' means any goods or property, whether a single item, in bulk or a number of separate items to be delivered to the same Consignee (including any of them or any part of them)
  6. 'Collection Point' means the address at which any Consignment is to be collected or received by the Carrier
  7. 'Delivery Point' means the address to which any Consignment is to be delivered by the Carrier including any alternative Delivery Point specified by the Customer under Clause 13.1 below
  8. 'Online' means bookings and booking enquiries made by the Customer Online via the website
  9. 'Booking' means a booking for the Carriage of a Consignment placed by a Customer with the Carrier by telephone, email, fax or Online
  10. 'Website' means the Planet Logistics Limited website [www.planetlogistics.co.uk](http://www.planetlogistics.co.uk)
  11. 'Conditions' means the conditions of Carriage which shall apply to the Contract of Carriage between the Customer and the Carrier
  12. 'Excluded Goods' means goods which may be carried by the Carrier pursuant to Clause 9 which shall include, without limitation, precious stones, precious metals, watches, jewellery, glass, furs, china, art, antiques, prescription drugs, fragile and perishable goods, money, vouchers, travellers cheques, bearer bonds, bills of exchange, promissory notes, stamps, photographs, documents of title to property, bank, credit, prepay or other store cards with a cash equivalent value, spirits, tobacco and cigarettes and any other goods which the Carrier may at its sole discretion deem to be valuable
  13. 'CMR Conditions' refer to the UN Convention for the transportation of goods by road across national boundaries
  14. 'RHA Conditions' refer to the Road Haulage Association Conditions of Carriage
  15. 'GVW' means gross vehicle weight

SUB-CONTRACTING

2. The Carrier may employ any person as its agent, sub-contractor or otherwise in the performance of any of its obligations under these Conditions. The Carrier enters these Conditions on behalf of such persons who will be entitled to the benefit of them and will have no greater liability to the Customer than the Carrier does

ACCEPTANCE OF TERMS AND CONDITIONS

3.
  1. Any business undertaken by the Carrier or any information advice or service supplied by the Carrier, (whether charged for or not) is undertaken or provided subject to these terms and conditions which shall be the terms of any contract for delivery of Consignments between the Carrier and the Customer.
  2. These terms and conditions subject to and together with any variation agreed in writing between the Carrier and the Customer shall constitute the entire contract between the Carrier and the Customer and shall override or supersede any previous agreement or arrangement between the Carrier and the Customer and in particular shall operate to the exclusion of any terms and conditions at any time imposed by the Customer. On

- acceptance by the Carrier of any Consignment the Customer shall be deemed to have accepted these terms and conditions.
3. The Customer acknowledges that it has not entered into this agreement relying upon any representation made by or on behalf of the Carrier and without prejudice to the generality of the foregoing, the Customer has not relied upon any correspondence, statement or sales literature issued by or on behalf of the Carrier.
  4. The Carrier is not a common Carrier and will only carry Consignments subject to these terms and conditions. The Carrier reserves the right at its absolute discretion to
    1. Subcontract any part or parts of a delivery.
    2. Refuse to accept any Consignment or part thereof for delivery
    3. Deliver the Consignment by any available route
  5. Without prejudice to the provisions of Clause 4 above, the Customer acknowledges that the Carrier is under no obligation to accept Dangerous Goods or any Consignment containing Dangerous Goods for delivery
  6.
    1. The Customer hereby warrants that
      - (a) the Consignment does not constitute or contain Dangerous Goods, or any substance the possession, storage or delivery of which is a criminal offence or a breach of the provisions of any relevant statute regulation or bye-law under the laws of any part of the UK or of any jurisdiction to or through which the Consignment is to be delivered or in which it may be stored.
      - (b) the Customer has authority in respect of the Consignment to authorize collection and delivery by the Carrier from the Collection Point to the Delivery Point.
    2. The Customer hereby agrees to indemnify the Carrier against and hold the Carrier harmless from any loss damage claim cost or expense which the Carrier its employees, sub-contractors or agents may incur directly or indirectly as a result of any breach of the warranty given in Clause 6.1above
  7. The Carrier reserves the right to withdraw the Website and Bookings made Online without prior notice and to refuse to accept and/or perform any orders placed thereon
  8. Each Booking by the Customer to the Carrier shall be submitted by the Customer to the Carrier by telephone, email, fax or Online
  9. If the proposed Consignment contains Excluded Goods, the Customer must notify the Carrier at the time of Booking as to the content and value of such Consignment of Excluded Goods and the Carrier may (in its sole discretion) elect to carry such Excluded Goods. Except as set out in clause 10.1, the Carrier shall not be liable to the Customer for any loss, however caused, unless the Carrier has agreed in writing to the Customer to accept such liability. The Carrier reserves the right to charge the Customer (and the Customer shall pay) an additional sum for the carriage of the Consignment of Excluded Goods and will inform the Customer of such sum prior to accepting the Booking. If the Customer fails to so inform the Carrier in accordance with this Clause 9, such Consignment will be delivered solely at the Customer's risk and the Customer shall indemnify and keep the Carrier indemnified against any and all losses, damages, claims, liabilities, costs and expenses (including, without limitation, legal costs and expenses) suffered or incurred by the Carrier arising out of, or in connection with, the delivery of the Consignment comprising such Excluded Goods in whole or in part.

#### CONSIGNMENT VALUE AND LIABILITY

10.
  1. The Customer shall notify the Carrier at the time of Booking of the value of the Consignment in accordance with the notification requirements set out in the tables below. The Carrier shall provide a higher limit on its liability for Bookings which relate to Consignments of value where the Customer notifies the Carrier of those values and the Customer pays the additional fees as set out in the table below

Same Day Deliveries within Great Britain

| <b>Value of Consignment</b>            | <b>Customer to declare value to Carrier</b> | <b>Additional Fee Payable by Customer</b> | <b>Maximum Amount of Liability</b> |
|--|---|---|------------------------------------|
| Less than £1,000                       | No  | No  | £1,000                             |
| More than £1,000 but less than £10,000 | Yes   | No  | £10,000*                           |

|              |     |   |  |
|--------------|-----|---|--|
| Over £10,000 | Yes | Yes: to be advised to Customer at the time of Booking | To be advised to Customer at the time of Booking |
|--------------|-----|---|--|

**\*This liability of £10,000.00 applies to vehicles up to a maximum of 3.5 Ton GVW. Any Consignment carried in a vehicle over 3.5 Ton GVW shall only be carried under RHA Conditions.**

Overnight Deliveries and International Deliveries

| Value of Consignment | Customer to declare value to Carrier | Additional Fee Payable by Customer   | Maximum Amount of Liability                      |
|----------------------|--------------------------------------|--|--|
| Less than £100       | No                                   | No   | £100   |
| More than £100       | Yes                                  | Yes: 2% of the value of the consignment (subject to a minimum charge of £20) | To be advised to Customer at the time of Booking |

- The parties agree that the Carrier's liability in respect of each Booking will vary in accordance with the value of the Consignment and the total liability of the Carrier in respect of any Booking is specified at Clause 18 below

TRANSIT

1. Transit commences when the Carrier takes possession of the Consignment, whether at the Carrier's premises or at some other point of collection.
2. Transit by the Carrier shall (unless otherwise agreed) end when the Consignment is tendered at the Consignee's address provided at the time of Booking by the Customer.

DELIVERY

1. The Carrier shall use its reasonable endeavors to deliver the Consignment to the Delivery Point within the time specified by the Customer, but time of delivery shall not be of the essence unless agreed by the Carrier in writing prior to the placing of the order.
2. The Carrier shall take all reasonable steps to obtain a receipt from the Consignee and such receipt shall be conclusive evidence of the date time and place of delivery.
1. The Carrier shall make one attempt to deliver a Consignment to the Delivery Point within the delivery time specified by the Customer. If the Consignment cannot be delivered the Carrier will have the option to either make a further attempt to deliver the Consignment to the Delivery Point or to deliver the Consignment to any other Delivery Point specified by the Customer, in either event at the Customer's cost.
2. If delivery does not take place under the provisions of Clause 13.1 other than by reason of any failure or default of the Carrier its employees, agents or sub-contractors or if the Customer does not specify an alternative Delivery Point within 24 hours of being requested to do so by the Carrier, the Customer shall be liable to the Carrier for all storage charges incurred by the Carrier between the date on which delivery was first attempted and the date on which delivery is made under the provisions of Clause 13.1 above or the date of sale of the Consignment under provisions of Clause 13.3 below.
3. If delivery does not take place under the provisions of Clause 13.1 the Carrier shall be entitled to dispose of the Consignment or any part thereof at any time after giving the Customer 7 days written notice of its intention to do so.
4. The Carrier shall be under no obligation to deliver a Consignment or Consignments as a whole at any one time and shall be free in its absolute discretion to make more than one delivery to deliver in parts.

## ADDITIONAL SERVICES

14. The Carrier shall not be under any obligation to provide any plant, equipment, machinery, power or labour which may be required for loading or unloading the Consignment at the Collection Point or the Delivery Point.
15. Any Consignment or part thereof requiring any special appliance or equipment for loading on to and/or unloading from any vehicle is accepted for carriage only on the condition that the Customer has duly ascertained that such appliances are available at the Collection/Delivery Points and the Customer shall be responsible for the provision and cost of such Appliances or Equipment.
16. Any assistance given by the Carrier beyond the usual act of collection or delivery (including without prejudice to the generality of the foregoing the provision of plant, machinery, equipment, power or labour for loading or unloading at the Collection/Delivery Points) shall be at the sole risk of the Customer who will save harmless and keep the Carrier indemnified against any damage expense loss costs claims or demands (including without limitation damage to the Consignment or to any property of the Customer, the Carrier, the consignee or any third party whether or not arising out of the negligence of the Carrier its employees agents or sub-contactors) arising directly or indirectly from the provision of such assistance. Any such assistance is at the sole discretion of the Carrier.

## LIABILITY FOR LOSS AND DAMAGE

17. Subject to the provisions of Clauses 12, 16 and 18 the Carrier shall not be liable for any loss mis-delivery, non-delivery or damage to any Consignment unless such loss, mis-delivery, non-delivery or damage has arisen from any willful default by or negligent act or omission of the Carrier its employees, agents or sub-contractors.

## LIMITATION OF LIABILITY

18. 1. Subject to Clauses 10, 12, 16 and to Clause 18 hereof the liability of the Carrier to the Customer arising from any loss or damage to any Consignment or for non-delivery or mis-delivery thereof shall be limited to the reasonable market value of the Consignment whether such loss, damage or non-delivery or mis-delivery arises by reason to breach of contract or negligence on the part of the Carrier or its employees, agents or sub-contractors or otherwise howsoever

Provided that:

1. The legal liability of the Carrier shall in any one case be limited to a maximum of £10,000 per vehicle/load. This is on the basis of All Risks of Physical loss or damage.
2. (a) All Consignments (whether Same Day dedicated Groupage UK and Europe International) carried in vehicles with a GVW exceeding 3.5 Ton shall only be carried under RHA Conditions  
(b) All Same Day dedicated deliveries to Europe shall be carried using RHA and CMR Conditions only
3. The Carrier shall not in any case be liable for any indirect consequential or economic loss or damage incurred by the Customer or any third party.
4. The Carrier shall not be liable in respect of any loss or damage to any Consignment that cannot be carried within lockable equipment normally provided by any vehicle requested by the Customer by the Carrier for delivery of such Consignments or if the Consignment is not properly packed or prepared for transit in parcels, envelopes or packages suitable for transit of goods, items or matters of the nature comprising of the Consignment or any part thereof.
5. The Carrier shall be entitled to receive written evidence to its reasonable satisfaction of the value of the Consignment damaged or lost.
6. The Carrier shall not be liable for loss of or damage to non-delivery or mis-delivery of any cash, notes, stamps, deeds, tickets, cheques, travellers cheques, jewelry, watches, precious metals, works of art or similar valuable articles
7. The Carrier shall not be liable for any loss or damage suffered by reason of
  1. The failure of the Customer to properly address the Consignment
  2. Delivery of the Consignment in good faith at the Delivery Point to a person claiming to be the consignee or his or its employee agent or sub-contractor
  3. Any breach of the warranty given by the Customer in Clause 6 above
  4. The inability of the Carrier to perform its obligations due to any circumstances

beyond the reasonable control of the Carrier including (without prejudice to the generality of the foregoing) any strike, lock-out, state of hostilities or climatic conditions

8. The Carrier shall not be liable for any loss of or damage to any Consignment unless the claim is made to the Carrier in writing
  1. Within seven days after completion of the delivery, or
  2. In the case of loss, non-delivery, or mis-delivery, within fourteen days of acceptance by the Carrier of the Consignment concerned
9. The Carrier shall not be liable for any damage to or deterioration or perishing of goods of a perishable or fragile nature except where such damage deterioration or perishing occurs by reason of any default or neglect on the part of the Carrier its employees or agents or sub-contractors and subject always to the provisions of Clauses 12 and 18.1 or for reasonable wear and tear incurred during transit or storage
- 10.1. The limit referred to in Clause 18.1 shall only apply to loss or damage occurring within the geographical limits of Great Britain. For deliveries outside Great Britain, liability shall be restricted to the amount recoverable by the Carrier and actually recovered (whether under the CMR Conditions or otherwise) from the international agent or carrier, chosen at the Carrier's absolute discretion, to deliver the Consignment.
  2. The Carrier shall not be liable to the Customer, whether in contract, tort or by statute, or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage suffered by the Customer howsoever caused including, without limitation loss due to delay in delivery, loss of anticipated savings, loss of business and/or goods, loss of goodwill, loss of use, loss of data or other information and/or loss relating to the procurement by the Customer of any substitution of goods and services

For the avoidance of doubt, the types of loss specified in this Sub-Clause 2 shall not constitute direct loss for the purpose of these Conditions

3. The Carrier and the Customer have freely and openly negotiated this contract in the knowledge that the liability of the Carrier is to be limited in accordance with these terms and conditions and the price charged by the Carrier has been calculated accordingly. The Customer acknowledges that a greater price would be payable but for such limitation. It is intended that the terms and conditions should be reasonable as between the Carrier and the Customer having regard to the nature of the contract, but if at any time any of them is either unenforceable or void at law it shall not adversely affect or prejudice the remainder of them or the contract and it shall be deemed to be excluded from these terms and conditions

#### WEBSITE

19.
  1. The information provided on the Website has not been written to meet specific Customer requirements and it is the sole responsibility of the Customer to satisfy itself that the service ordered via an Online Booking will be suitable for its requirements
  2. Whilst the Carrier makes all reasonable attempts to exclude viruses from the Website, it cannot ensure that the Website will be virus free
  3. The Website is intended for use by the residents in the United Kingdom only and only in respect of their activities within the United Kingdom

#### STORAGE

20. Where any goods are stored for the Customer the total liability for any loss of or damage to such goods shall not exceed £25,000.00

#### LIEN

21. The Carrier shall have a general and particular lien over all Consignments for all monies owing from the Customer. If any Lien is not satisfied within seven days of the Carrier notifying the Customer of its exercise the Carrier may sell the Consignment as agent. The Carrier will tender the sale proceeds to the Customer after deducting all monies owing from the

Customer and also expenses and charges secured in the sale. Having done so, the Carrier will have no further liability to the Customer for the Consignment

## CHARGES

22.
  1. Transit charges are subject to change without prior notice and will be payable by the Customer within 14 days of the date of the invoice or as the Carrier notifies the Customer in writing from time to time
  2. All charges are expressed exclusive of VAT which may be chargeable, and which will be payable in addition by the Customer
  3. If the Customer does not pay any sum payable to us on its due date, without prejudice to any other rights which the Carrier may have:
    1. The Carrier may charge, and the Customer will pay interest upon such sum from the due date until payment is made in full, both before and after any judgment, at 2 percent per month.
    2. The Carrier may recover our costs and expenses of collecting such amount.
    3. The Carrier may suspend deliveries of other Consignments until the outstanding amount has been received by the Carrier.
    4. Any other sums owing from the Customer to the Carrier, regardless of whether it has issued the Customer with an invoice for such sums or whether such sums are due to be paid in the future will become immediately due and payable.
  4. All payments due from you under these terms and conditions will be made without deduction whether by way of counterclaim, set-off or otherwise unless the Customer has a valid court order requiring an amount equal to the deduction to be paid by the Carrier.
  5. The Customer will notify the Carrier of any change in its name, address or other circumstances that may affect the payment of any charges at least 14 days in advance of date of the change.
23. If at the time of Booking the Customer pays for a Consignment by credit card, the amount quoted by the Carrier to the Customer at the time of Booking will be charged to the Customer's credit card wherever reasonably practicable within 24 hours (or such other period as the Carrier may reasonably determine) of the Carrier's acceptance of the Booking. In the event that any additional charges are imposed by the Carrier pursuant to these terms and conditions, the Customer hereby authorises the Carrier to charge such additional charges to the Customer's credit card wherever reasonably practicable within 24 hours (or such other period as the Carrier may reasonably determine) of the Carrier incurring such charges.

## DATA PROTECTION

24. The Customer consents to and understands that, for all account applications, a credit search may take place using a credit reference agency.

## LAW AND JURISDICTION

25. These terms and conditions shall be subject to the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England & Wales.