

CONDITIONS OF CARRIAGE

Contents

1. DEFINITIONS AND APPLICATION
2. CARRIAGE BY THE CARRIER
3. CHARGES
4. ADDRESSING, LABELLING, CONSIGNMENT NOTE
5. PARTIES
6. WARRANTIES AND INDEMNITIES
7. LIABILITY OF THE CARRIER FOR LOSS AND DAMAGE
8. LIABILITY FOR LATE DELIVERY
9. LIMITS OF LIABILITY
10. LIMITS
11. LIEN
12. TRANSIT
13. STORAGE
14. UNDELIVERED AND UNCLAIMED GOODS AND ANIMALS
15. MEANS OF TRANSPORT
16. COMPUTATION OF TIME
17. SERVICE OF NOTICES
18. GOVERNING LAW



STANDARD CONDITIONS OF CARRIAGE FOR PARCELS

1. DEFINITIONS AND APPLICATION

"Animals" means small Animals that can be carried in containers up to a maximum of 25 killogrammes weight per package.

"Carrier" means the Translink Service undertaking the contract of carriage and includes its staff and agents.

"Customer" means any person sending or receiving goods by the Carrier's services and includes its staff and agents.

"Sender" and "Consignee" includes their respective staff and agents.

"Consignment" means a package or a number of packages accepted by the Carrier at anyone time from the Sender at one address for carriage to the Consignee at another address.

"Sub-Contractor" or "Agents" means any carrier engaged by the Carrier to carry goods on its behalf.

"Translink Service" means Ulsterbus Limited or Northern Ireland Railways Company Limited.

2. CARRIAGE BY THE CARRIER

The carriage of Consignments by the Carrier shall in all respects be governed by these Conditions.

3. CHARGES

3.1 The carrier's charges for the carriage and storage and any other services related to such carriage and storage shall be payable by the Customer at the time of delivery of the Consignment for transit.

3.2 The carrier's charges are subject to change without prior notice. (However, Charges agreed for the delivery of a particular Consignment will not be liable to increase once the contract for carriage has been made).

4. ADDRESSING, LABELLING, CONSIGNMENT NOTE

- 4.1 The Customer shall ensure that every package comprising a Consignment is addressed and labelled in accordance with the carrier's requirements laid down from time to time. Except when otherwise agreed every consignment shall be accompanied by a consignment note containing such particulars as the Carrier may reasonably require.
- 4.2 The carrier shall if required sign a document prepared by the Sender acknowledging receipt of the Consignment, but no such document shall be treated as evidence of the condition of or of the correctness of the nature, quantity or weight declared on the Consignment Note at the time the Consignment is received by the Carrier.

5. PARTIES

- 5.1 The Carrier may sub-contract the contract of carriage to any other Translink Service or may otherwise engage Agents or Sub-Contractors to perform the contract of carriage or any part of the carriage on its behalf.
- 5.2 The carrier enters into the contract of carriage or storage of Consignments on its own behalf and on behalf of its Sub-Contractors and Agents all of whom shall have the benefit of these Conditions of Carriage and shall be under no liability to the Customer in respect of goods or Animals greater than or in addition to that of the Carrier under these Conditions of Carriage
- 5.3 The carrier's staff or Agents have no authority to waive or change these Conditions of Carriage, or to extend or vary the scope of the carrier's liability under these Conditions of Carriage.
- 5.4 Where the Customer deals as a consumer the provisions set out in these Conditions are not intended to affect his rights as such under the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1994.

6. WARRANTIES AND INDEMNITIES

- 6.1 Unless the Customer notifies the Carrier in writing of the time of delivery of the Consignment to the carrier, the customer shall be responsible for ensuring and shall warrant that any goods and packages included in the Consignment are adequately and securely packed, and otherwise fit to be carried or stored. The Customer shall ensure and shall warrant that all Animals included in the Consignment are in a fit state to be carried and are adequately and properly packed and secured.

- 6.2 The Customer agrees that he will not submit to the Carrier any Consignment containing dangerous, verminous, infested, contaminated or condemned goods.
- 6.3 The Customer will be responsible for and will indemnify the Carrier against all losses damage and claims of whatsoever nature made upon the carrier or for which the carrier may be or become liable arising from the tender of a Consignment which includes dangerous, verminous, infested, contaminated or condemned goods including loss and/or damage sustained by the carrier to its own property and injuries or loss sustained by staff and or Sub- Contractors or Agents of the carrier.

7. LIABILITY OF THE CARRIER FOR LOSS AND DAMAGE

Subject to these Conditions the Carrier shall be liable for:-

- 7.1 Loss or misdelivery of or damage to goods occurring during transit and caused by the Carrier unless the Carrier proves that the loss or misdelivery or damage has arisen from any circumstance beyond the reasonable control of the carrier including but not limited to:-
- 7.1.1 Act of God, including but not limited to storm, tempest or flood or exceptional weather conditions;
 - 7.1.2 Any consequence of war or compliance with order of a legal authority;
 - 7.1.3 Seizure under legal process;
 - 7.1.4 Act or omission of whatsoever nature of the Customer, or the owner of goods or the staff or agents of either;
 - 7.1.5 Natural deterioration of the goods or the materials in which they are packed;
 - 7.1.6 Insufficient or improper packing;
 - 7.1.7 Insufficient or improper labelling or addressing or incompletely completed Consignment notes;
 - 7.1.8 Labour disputes;
 - 7.1.9 The failure of the Consignee to take or accept delivery within a reasonable time following notice being given to the Customer or Consignee of the availability of the goods for delivery.
- 7.2 The carrier shall not incur liability of any kind in respect of the Consignment where there has been fraud on the part of the Customer.

- 7.3 Where goods are accepted by the Carrier for carriage at the Customer's risk the Carrier shall not be liable for any damage to the goods or delay arising out of such risk except upon proof by the Customer that the damage or delay was caused by the wilful misconduct of the carrier.
- 7.4 Where Animals are accepted by the Carrier for carriage the carrier shall not be liable for:
- 7.4.1 Loss during transit or mis-delivery of, or delay in the carriage of Animals;
- 7.4.2 Injury or death to Animals occurring during transit.
- 7.5 Where loss, mis-delivery or damage arises and the Carrier has failed to show that it used all reasonable foresight and care in the carriage of the goods the Carrier shall not be relieved from its liability by alleging any of the grounds set out in Condition 7.1 above.

Except as stated above the Carrier shall be under no liability whatsoever in connection with any Consignment or any instructions given to it. Subject to the limits of liability below, the liability of the Carrier shall not exceed the actual loss suffered.

8. LIABILITY FOR LATE DELIVERY

Delay in delivery will entitle the Customer to a full refund except where failure to deliver within the specified time period is caused by factors beyond the control of the carrier including but not limited to adverse weather conditions, industrial disputes, Act of God, Governmental actions, absence of consignee, civil or military disorders, lack of documentation and/or information incurring delays in customs clearance or other delays at customs or in effecting delivery (eg incorrect or missing postcodes) outside the carrier's control. A refund made under this condition shall be the limit of the Carrier's liability in respect of any delay in the delivery of Consignments howsoever arising and whether caused or contributed to by the negligence of the carrier, its servants or agents and whether or not the carrier had knowledge that damage of any kind might be incurred by the Customer.

9. LIMITS OF LIABILITY

- 9.1 The Carrier has no knowledge of the value of the Consignment and will only make payment or proportionate payment in accordance with this Condition on satisfactory proof of value being provided.
- 9.2 The liability of the carrier in any event in respect of the damage or misdelivery or total destruction or loss in connection with or of any one Consignment (howsoever caused) shall not exceed a sum equal to the carriage charges paid to the Carrier, together with either:-

9.2.1 A sum calculated at the rate of five pounds sterling (£5) per kilo;
or

9.2.2 The value of the Consignment at the time and place when
accepted for carriage;

whichever shall be the lesser sum.

9.3 If part only of a Consignment suffers from damage or misdelivery or
destruction or loss as referred to above the liability of the Carrier shall
be limited to that proportion of the sum calculated by reference to
Condition 9.2 which the actual cost value of such part bears to the
actual cost value of the whole Consignment or the cost of their repair,
whichever is the lower.

9.4 Nothing in this Condition shall limit the Carrier's liability below the sum
of £50 in respect of any Consignment.

9.5 The carrier shall not in any case be liable for indirect or consequential
losses whether or not the Carrier has knowledge that such type of loss
may be incurred, such loss to include (but without limit) loss of income,
profits, interests, utilities markets and goodwill

10. LIMIT

10.1 The Carrier shall not in any event be liable:-

10.1.1 For loss or misdelivery of any part of a Consignment or damage
or delay unless it is advised of it in writing by the Customer of a
claim and the general nature of that claim within 7 working days
of the end of the transit of the Consignment; or

10.1.2 For damage of any description unless the damaged goods are
made available for inspection by the Carrier or its appointed
representative for a reasonable period following the submission
of a claim; or

10.1.3 For loss, misdelivery or non-delivery of the whole of the
Consignment unless it is advised of the loss, misdelivery or
non-delivery in writing by the Customer (otherwise than in
accordance with any of the Carrier' documents) within 3
working days and the claim is made in writing within 7 working
days after transit began.

Provided that "if in any particular case the claimant proves that:-

10.1.4 It was not reasonably possible for the Customer to advise the
Carrier in writing within the above mentioned times; and

10.1.5 Such advice or claim was given or made within a reasonable time

The Carrier shall not have the benefit of sub-clause (a) and (c) hereof

11. LIEN

11.1 Goods and Animals delivered to the Carrier will be received and held by it subject:

11.1.1 to a lien for monies due to it for the carriage including ancillary services in respect thereof and other proper charges or expenses upon or in connection with such goods; and

11.1.2 to a general lien for any monies or damages due to it from the owners of such goods or Animals and in any case when a lien is not satisfied within a reasonable time from the date upon which the Carrier first gave notice of the exercise of its lien to the owners of the goods or Animals, they may be sold and the proceeds of the sale applied in or towards the satisfaction of every such lien and all proper charges and expenses in relation thereto and the Carrier shall account to the owners of the goods or animals for any surplus.

12. TRANSIT

12.1 Transit begins when the goods are handed to or collected by the Carrier for carriage.

12.2 Transit shall be suspended:

12.2.1 When the goods are held by the Carrier at some place other than the destination at the request of or for the convenience of the Customer or because the Customer or Consignee refuses or is unable to take delivery at the destination; or

12.2.2 When the goods are detained for customs purposes:

and shall be resumed when the Carrier resume the carriage of the goods.

12.3 Transit shall (unless otherwise previously agreed) end:

12.3.1 In the case of goods to be delivered by the Carrier when they are tendered at the usual place of delivery within the customary delivery hours of the relevant delivery area, or at such other times or places as may be agreed between the carrier and the Customer;

12.3.2 in the case of goods to be kept until called for at the expiration of one clear day after notice of arrival has been given either orally or in writing to the Consignee or, to the Sender when the address of the Consignee is not known; provided that when the addresses of both the Sender and Consignee are not known, the said end shall be at the expiration of one clear day after the arrival of the goods at the place to which they are consigned

12.4 The carrier shall be entitled to raise a charge in respect of any wasted or needless journeys made in attempting to effect delivery of the goods.

13. STORAGE

13.1 After the end or during suspension of transit as defined in Condition 12 of these Conditions, unless otherwise agreed in writing the carrier will hold goods other than Animals as warehousemen subject to the following Conditions. The Carrier will not be liable for any loss of or damage to goods which arrive at a destination or depot in respect of which the carrier has given notice that it has not suitable accommodation, howsoever such loss or damage may be caused and whether or not occasioned by the neglect or default of the carrier.

13.2 The carrier's liability for any loss of or damage to goods held by them as warehousemen pursuant to this condition shall in any case be subject to the limits and exclusions in Conditions 9 and 10 and it shall not be liable for any loss of or damage to warehoused goods except:

13.2.1 Upon proof that such loss of or damage was caused by the neglect or default of the carrier, its staff or agents; and

13.2.2 It shall not be liable for any failure to release any warehoused goods where such failure arises in consequence of or in connection with restraint of labour (whether partial or general) or any other cause beyond the control of the carrier.

13.3 The Carrier shall incur no liability whatsoever for loss of or damage to goods in store in respect of which:

13.3.1 Measures have been taken after notice to the Customer to remedy infestation or contamination, the cost of which are chargeable to the Customer;

13.3.2 Notice has been given by the carrier to the effect that no suitable accommodation is available; and

13.3.3 Notice has been given by the carrier that the goods are or have become in the opinion of the Carrier unsuitable for warehousing.

- 13.4 The carrier may at any time require the Customer to remove warehoused goods by giving the Customer notice to do so. Any goods not removed under this Condition shall be subject to the power of sale contained in Condition 14 or shall be otherwise disposed of by the carrier.

14. UNDELIVERED AND UNCLAIMED GOODS AND ANIMALS

- 14.1 Where goods or Animals are held by the Carrier after transit or whilst transit is suspended or where Animals die in transit from any cause whatsoever or are so injured that having regard to all the circumstances it is reasonable to have them put down or disposed of immediately, the carrier may sell the goods or Animals or carcasses and payment or tender of the proceeds of such sale after deducting the expenses of the sale and all other charges due in respect of the goods or Animals shall (without prejudice to any outstanding claim which the Customer may have against the Carrier) discharge the carrier from all liability in respect of the goods or Animals provided that:

14.1.1 The goods or Animals shall not be sold unless the carrier has done all that is reasonable in the circumstances to notify the Sender or the consignee that the goods or Animals will be sold unless within a reasonable time of the giving of the notice the goods or Animals are removed or instructions are given for their disposal;

14.1.2 The carrier shall do all that is reasonable to obtain the value of the goods or Animals.

- 14.2 Notwithstanding the provisions of Condition 14(i) above, the Carrier may sell or otherwise dispose of unclaimed goods after the expiry of a period of one month from the date that the transit was deemed to have determined. Goods of a perishable or time sensitive nature may be disposed of without undue delay.

15. MEANS OF TRANSPORT

- 15.1 Goods accepted by the carrier for carriage may be carried by such means of transport and by such route as the Carrier thinks fit and these conditions shall apply to whatever means or routes by which the goods are carried.
- 15.2 Goods carried wholly or partly by water or air or rail shall in connection with liability in respect of such carriage be carried subject to the applicable Conditions of Carriage by water or air or rail of the carrier who carries the goods such conditions to be read as though reference therein to water or air or rail carrier were reference to the Carrier. In the absence of proof to the contrary where goods are carried partly by land

and partly by water or air or rail any loss damage or delay shall be deemed to have occurred whilst the goods are being carried by road.

16. COMPUTATION OF TIME

In the computation of time where the period provided by these conditions is seven days or less, Saturdays, Sundays and public holidays shall not be included.

17. SERVICE OF NOTICES

Any notice to the Customer relating to any Consignment or part thereof or required by or referred to in any of the provisions of these Conditions shall be conclusively regarded as served on the Customer if the same has been sent by post to the Customer at the Customer's last known address. Such service shall be treated for all purposes as having been effected on the Customer at the time when such notice would in the ordinary course of post have been delivered at the Customer's last known address.

18. GOVERNING LAW

These conditions of Carriage shall be governed by the laws of Northern Ireland.