

Terms and Conditions of Carriage

Definitions of Terms Used

In these terms, the words or phrases below have the following meanings:

You, your – who asks us to provide a delivery service, including any employee, agent or subcontractor acting on your behalf.

We, our, us – Proactive Despatch Ltd, company registration number 06683583

Consignment – any item or items we carry for you from one address to another, including any packaging.

Dangerous goods – Anything that you may ask us to carry that may put people at risk. This includes but is not restricted to explosives, radioactive material, and items requiring specialist treatment or handling during transportation.

Proof of delivery – A signature from the recipient to prove the consignment has been received.

General Points

These are the terms under which we trade with you and they override any previous agreement between us. They cannot be changed or varied unless one of our directors agreed in writing. These terms will also override any terms or conditions you may seek to impose on your suppliers from time to time.

We are not a common carrier, and reserve the right at our absolute discretion to:

- Subcontract any part or parts of a delivery by employing the services of any other person, firm, or company who shall also have the power to subcontract.
- Refuse to accept any consignment or part thereof for delivery.
- Refuse to accept dangerous goods for delivery.

When you ask us to make a delivery on your behalf, you will be deemed to have accepted these terms.

Our liability to you is limited, and explained in detail below. These terms are intended to be reasonable to both of us, and if any part of them should prove to be unenforceable or void at law, then it will not affect the rest.

If, for any reason, either of us chooses not to exercise the rights contained in these terms, then that will not be regarded as a waiver of those rights for the future.

English law governs this agreement between you and us, and any dispute will be dealt with in the English courts.

Our Rights and Obligations

We may refuse to accept a consignment for delivery, or any part of it. We may also inspect a consignment if we believe that these terms may have been breached (for example, to check for dangerous goods). We can use any method or route to deliver your consignment, including using subcontractors or agents. Your rights will not be affected where subcontractors are used by us. No subcontractor or agent shall be under any greater liability to you than we are, and we enter into this agreement with you on the basis that they are entitled to the limits of liability contained in these terms.

We will use our reasonable endeavors to deliver your consignment within the time you request, but unless we expressly agree in writing before accepting your consignment for delivery, we will not be liable for any loss or expenses you may suffer if the consignment is not delivered on time. We will take all reasonable steps to obtain a proof of delivery at the time of delivery, and that proof of delivery will be conclusive evidence that the consignment was delivered complete and in good order, unless the consignee marks otherwise at the time of delivery.

We will not be liable for any loss or miss-delivery where delivery has been made in good faith to a person claiming to be the consignee, or an employee, subcontractor or agent of the consignee. If you require a proof of delivery after delivery has been made, then we will endeavor to provide this to you, providing your request is made within 14 days from the date of despatch. Requests made later than this will be dealt with at our absolute discretion. Settlement of our charges will not be conditional upon you receiving proofs of delivery, irrespective of when any request was made to us.

We will retain original hard copy proofs of delivery obtained by us and any other associated documentation relating to deliveries for a minimum period of six months from the date of collection. After that we may destroy these items without any reference or obligation to you.

We will make one attempt to deliver your consignment but if we cannot do so, we will have the option to either make a second attempt or deliver to an alternative address provided by you, or return the consignment to you. Either of these alternatives will be at your cost, but we will contact you first to agree the best option. If we still cannot deliver your consignment, we will contact you for further instructions.

If the consignment still cannot be delivered, we will give you 10 days' notice that we intend to sell or dispose of the consignment. Any proceeds of sale (net of expenses) or costs of disposal will be applied to your account with us.

We may keep hold of your consignments until you have paid any amounts you owe us, even though these amounts may not relate to the items held. We may then sell the items held, but only after we've given you 14 days' notice in writing. Any proceeds (net of expenses) will be applied to your account with us.

Where we are required to sign to acknowledge collection of your consignment, then that signature will not be regarded as evidence of the condition of the goods. If we are kept waiting or loading longer than 30 minutes at either the collection address or the delivery address, we may charge you an additional amount, this being our standard hourly rate of the vehicle in question.

We will not be liable for any consequential reclaim for loss or damage suffered by you or any third party. Our liability is strictly limited to the cost of replacement of, or repair to, the goods sent in the consignment, subject to limits and conditions given below. All claims need to be made to us in writing within three working days of the delivery date. Claims received later will be deemed invalid. We will not be liable for any loss or damage to the consignment, or any delay or miss-delivery if the cause was any of the following: war, terrorism, riot, strike, lock out, or any similar action, natural disasters (e.g. floods), poor or extreme weather conditions, the consignment being seized or detained by any public authority, incorrect or insufficient address given on the consignment, consignment note, or manifest. This includes:

- Any omission or ambiguity of information provided by you.
- Incorrect or insufficient packaging or labelling of the consignment.
- Natural wastage, ordinary leakage, shortage in weight or evaporation of a perishable or fragile consignment.
- Vermin, wear and tear or gradual depreciation
- Inherent vice
- Traffic congestion or delay.
- Any other event reasonably beyond our control.

Our Goods in transit policy does not cover the items bulleted below:

- Wines
- Spirits labelling
- Tobacco, cigars and cigarettes
- Perfumes and scents
- Glass
- Art and sculptures
- Currency cash and the like, specie, bank notes, stamps, negotiable instruments
- Hazardous Freight
- Livestock, animal parts, tissue, organs
- Human Body Parts, tissue
- Jewellery, precious metals, precious stones
- Personal Effects

- Non Ferrous Metals in Raw Scrap Bar ingot or similar form
- The transportation of people
- Furs or skins
- Securities or explosives

If you are moving these goods, please ensure you have your own company insurance policies in place. Also, if you are moving high value items, such as those listed below, our limited liability applies:

- Mobile Phones, tablets, Laptops and the like
- Computer Software, Hardware and general equipment
- Audio Visual Equipment
- Household/Office Furniture as part of a removal or house move (brand new items are covered.
- Beers
- Branded clothing and footwear
- Photographic equipment and accessories.

If the loss or damage of a consignment is our fault, then our liability to you is limited as follows:

- Where you request delivery to be made within Great Britain on the same day as collection, Liability is limited to £10 per kilo up to a maximum of £10,000 per consignment. There is a £35 excess charge applied to any claim.
- Where you request delivery to be made within the United Kingdom, Channel Islands, or Isle of Man on the following working day (or Saturday, through a parcel or pallet network or groupage service (if you have requested this service), £10 per kilo up to a maximum of £100 per consignment.
- Where you request delivery to be made elsewhere in the world liability would be £10 per kilo up to £100 per consignment.

If these limits are not sufficient for your requirements, then we can still move the consignment, but it would have to be covered by your own company insurances.

Please also be aware that our goods in transit insurance only covers goods when they are moving. They are not covered when the vehicle is left unattended, or if we store your consignment.

Terms & Conditions of Payments

Cancellations: At Proactive we will only charge our customers for what we facilitate for them, so if you place a booking with us and it is cancelled before we have released a driver, there will be no charge. We will only charge our customers a cancellation fee for work that has been started, this fee will be agreed with you at the time of the cancellation. If the original booking varies during the course of the delivery, the amount we charge you will also only be what we have agreed between us collectively, at the time of the change.

Refunds: If you are paying in advance for your work with a credit/debit card, any overpayment made to us will be refunded back to the original card used, within five working days. All transactions paid for by credit and debit card must be accompanied by an email from you (the customer), detailing how much you agree to be charged

Pricing: Each job is individually priced at the time of booking, the cost will vary depending on the mileage undertaken.