

CONDITIONS OF SERVICE

These conditions set out the agreement between:

• you, the customer; and

• us or we, HM Ventures or someone authorised (under a franchise agreement or licence) to provide services for us; for collecting, storing, transporting and delivering your goods.

In these conditions, 'your goods' means any items or documents (including their packaging) we have agreed to carry, whether or not those goods are packaged together or separately.

1. General conditions

a These conditions from the whole agreement between you and us for us providing any served connected with your goods. They replace any previous agreement, conditions or promise between you and us.

b No other term or condition will be included in the agreement between you and us unless we agree to it in a letter to you signed by one of our board of directors and/or the company solicitor.

c You and we confirm that neither of us have entered into this agreement on the basis of any guarantee, assurance or promise that is not set out in these conditions.

d You and we agree that neither of us can take action against the other in connection with any untrue statement they relied on when entering into this agreement.

e Nothing in these conditions removes liability for any fraudulent statement or act.

f These conditions cannot be changed, withdrawn or added to unless you and we agree to this in a letter signed by you and one of our board directors and/or the company solicitor.

g If your goods are picked up by, or you give instructions about your goods to a franchisee (someone who can provide services for us under a franchise agreement), your agreement will be with that franchisee, not with us.

h Any notice or claim you give us under these conditions must be given in writing, and sent to us at:

HM Ventures, Unit 8 Birch Court, Crystal Drive, Smethwick, West Midlands B66 1RB

h Any notice or claim you give us under these conditions must be given in writing, and sent to us at:

We will consider that notice or claim to have been given or made on the date we receive it or, if it is received out of our normal business hours, on the next working day.

2 Goods not accepted

a We will not carry or store:

- Anything which it is illegal to possess under the laws of any country, including firearms
- any item which could damage property we own or are responsible for, or could injure any person;
- any living creature or body parts; or
- pornographic material.

b We will not carry or store any goods which contain any of the following items unless we have made a special arrangement with you in writing under clauses 1b and 1f of these conditions.

- Bullion, coins, cash or 'negotiable documents' (items that have a financial value or can be used like cash, including cheques, vouchers, tickets, phone cards, credit cards, debit cards, charge cards or similar items)
- Valuables, works of art, jewellery (including watches), precious metals or stones, antiques or furs
- Photographs, negatives and other photographic material or work, whether on paper or stored electronically, such as on CD or memory card
- Computer memory devices
- SIM cards
- Plants, flowers, bulbs or similar items
- Goods that go off or deteriorate, including food and pharmaceutical goods
- Original legal and business documents or paper, which cannot immediately be replaced for a low cost
- Musical instruments

If we agree to carry any of these items, our liability for loss of or damage to them will be limited to £10 for every kilogram of the weight of your goods (depending on how we charged you).

3 Conditions of accepting the goods

a In order for us to accept your goods, the following must apply

- You must either own the goods or be authorised to act for the owner (in which case, you accept these conditions not only for yourself but also on behalf of the owner).
- The description of the contents of the goods (including its value) which you gave to us must be full and accurate.
- No customs or other duty or tax will become due for the goods while they are being carried or delivered by us.
- The full delivery address (including the name of the person to receive the goods) and any markings appropriate to transporting and delivering the goods must be clearly and prominently marked on the outside of the goods.
- You must have provided full instructions, which can be followed easily, to allow us to make the delivery on time.
- The goods must be suitably loaded and packaged so they are protected from damage while being transported, and so that they are not likely to damage other property or injure anyone.
- The goods must not contain any items described in section 2 unless we have agreed otherwise with you.

b We have the right to inspect the goods and its contents if we think there is a good reason for doing so. If we do so, we do not have to pay for any damage caused to goods on their packaging, or any delay in the delivery, as a result.

4 The Service

a For any goods we accept to carry, we agree to transport the goods from the place of collection on the deliver note or automated despatch system to the place of delivery recorded on the delivery note or automated despatch system, unless you have:

- broken any of the assurances you gave us; or
- failed to pay an invoice for any goods in line with these conditions or any other conditions that apply.

Section 6 of these conditions sets out the conditions of delivery.

b We can carry the goods by any form of transport and by any route we choose and by employing any carrier or warehouseman.

c While waiting to be transported or delivered, we may store your goods at any warehouse or place that we think is appropriate.

d We do not have to give you or the person the goods are being delivered to any service other than that described in these conditions.

e When delivering the goods, we will (wherever possible) get proof of delivery. (This may include, but not be limited to a signature, whether electronically or in pen.)

f Nothing in these conditions prevents us from entering into a separate contract for an upgraded service with the person your goods are being delivered to. This will not affect your responsibility to pay the full price for the original service.

5 Payments and charges

a You must pay all our invoices in full as soon as possible and, at the latest, by the 15th day of the month after the month during which we deliver your goods.

b If we do not receive the payment for any invoice on time, we can charge interest at the rate of 2.5% a calendar month or £10 a calendar month, whichever is greater. We will count any part of a calendar month as a full calendar month.

c You must pay us all amounts you owe us without taking off any amount, and you must not put off paying us because of any claim you are making against us or any amount you think we owe you.

6 Delivery, late delivery and prevented delivery

a The dates and times between or after which we will deliver your goods (the delivery window) will be agreed in writing by us.

b You must tell the person the goods are being delivered to what the delivery window is and make sure we can make the delivery then.

c We will do everything possible to deliver your goods, during the delivery window, to the address marked on your goods.

d If we try to deliver your goods during the delivery window, but:

- the delivery is not accepted;
- nobody will sign our proof of delivery; or
- we cannot make the delivery because the goods are not properly addressed, or the person the goods should be delivered to is not known at the address marked on the goods; clause e below will apply.

e If we cannot deliver the goods under clause 6d above:

- we will keep the goods but our liability for the goods will end;
- we will try to tell you, as soon as possible, and ask for an alternative deliver address or delivery window unless you have asked us not to deliver the goods; and
- we can charge you a reasonable amount for any further attempt to deliver the goods; and
- you must pay our costs for holding or keeping the goods as soon as we ask for those costs.

7 Circumstances beyond our control

a You and we do not have to keep to these conditions if we are prevented or delayed from doing so by:

- fire;
- severe weather conditions;
- industrial action (official or unofficial);
- a delay by any government, public or local authority or customs authority relevant to where the goods are being carried or are planned to be carried;
- hijacking, robbery or other criminal action; or
- other causes beyond our reasonable control.

8 Refunds and compensation for late deliveries

a Unless any of the circumstances set out in clause 8b or section 9 apply, and as long as you keep to clause 13g, if we do not try to deliver the goods at the address marked on them (or otherwise agreed between you and us) within 30 minutes of the delivery window, we will compensate you as follows.

- We will pay you the amount of our invoiced charges relating to your goods.
- If we were instructed to collect, transport, store and deliver goods within the United Kingdom, we will also pay you an amount equal to our other invoiced charges relating to your goods.

b You will not be entitled to the compensation set out in clause 8a above if:

- the delivery is not to, or the collection is not from, a major area (as decided by us);
- the delivery is to, or the collection is not from, a major area (as decided by us);
- collecting, transporting or delivering the goods involves a sea crossing or travel overseas;
- the delivery is needed at the weekend, on a public holiday or on the same day as the collection;
- delivery has been prevented or delayed in the circumstances set out within paragraph 6d or 7a above;
- any of the statements set out in clause 3a does not apply; you have not paid any of our invoices relating to your goods or any other goods; or
- your goods are involved in a claim for loss or damage.

9 Our right to keep and dispose of your goods

a We have legal rights to keep the goods we are carrying for you until you pay us all money due to us in connection with the goods and any other money you owe us.

b If you do not pay us any money you owe us within one calendar month of us giving you notice that we are keeping hold of your goods under clause 9a above, we may sell the goods as we choose. After we have taken our costs of selling the goods, we will put any remaining proceeds towards the amount due to us. This does not affect our right to recover any amount remaining from you.

c We can dispose of the consignment by selling or disposing of them in any other way we consider suitable if:

- your goods (or part of them) have perished, deteriorated or altered, or are likely to do so in the immediate future; or
- we have not been able to deliver your goods for any of the reasons set out in section 7 and we have held your goods for 10 days; and
- we have made reasonable efforts to contact anyone who could reasonably have an interest in your goods.

d When we ask, you must immediately pay us all our costs, charges and expenses for disposing of the goods or any part of them.

e We will give you credit for any amount left from the proceeds of us selling your goods after we have taken any amounts you owe us and any of our costs, charges or expenses.

f If we have already settled a claim you have made for lost goods which are then found, we can dispose of those goods as we see fit and keep the proceeds.

10. Not accepting payments on delivery

a Unless we have agreed otherwise in writing, in line with clauses 1b and 1f, when we deliver your goods we will not collect or accept any form of payment from the person receiving them.

b We accept no liability for any amount the person we deliver the goods to owes you. You must decide, before we collect your goods, whether it is appropriate to send your goods to that person.

11 Indemnities

a You will protect us from, and not hold us responsible for, any liabilities, claims, loss, damage, fines, costs or expenses arising from:

- us following your instructions;
- your breaking any of these conditions;
- your negligence; or
- any and all duties, taxes and so on charged by any authority together with all payments, fines, costs, expenses loss or damage we suggest or agree to in relation to your goods.

b You agree to pay any claim under clause 11a above within seven days of receiving the relevant invoice. After seven days we will treat the claim as a payment due to us under clause 5 of these conditions.

12 Limits on our liability

a Depending on the conditions, limitations and exclusions contained within this and other sections of these conditions, we accept liability for loss or damage to your goods between;

- the time we (or anyone acting for us) receive your goods; and
- the tie we try to deliver your goods (at the address marked on them or as agreed otherwise) in the delivery window (or, if we do not try to deliver your goods in the delivery window and none of the circumstances in clauses 6d or 7a applies, when we next try to deliver your goods within normal business hours.

b Our liability for loss of or damage to your goods is also limited as set out in the rest of this section and section 14, and by the effect of certain other sections of these conditions.

c All the limitations and exclusions set out within these conditions are 'cumulative'. This means that if more than one limitation or exclusion applies in a particular situation, we will have the benefit of each and every limitation that applies.

d Our liability will never be more than the losses you have actually suffered. For example, if your agreement with a third party limits your loss relating to your goods, our liability will be limited to the same amount.

e If we collect transport and deliver the goods entirely within the United Kingdom, our liability will not be more than the value of the goods, up to a maximum of £15,000 for each delivery or consignments of deliveries. The value of the goods means:

- the cost of you buying the items making up your goods, less a deduction for wear and tear, a reduction in value and so on;
- the cost of replacing the items making up your goods; or
- the cost of repairing the items making up your goods;

whichever is less

f If:

- you have arranged insurance for your goods being transported;
 - you are in the business of carrying goods, or arranging for them to be carried or stored;
 - your goods include any items listed in clause 2b; or
 - your goods are collected, transported, stored or delivered to, from or through any place outside the United Kingdom;
- our liability for any damage to or loss of the goods will not be more than;
- £10 for every kilogramme of the weight of your goods (depending on how we charge you); or
 - the value of the goods (as explained in clause 12e);
- whichever is the less.

g Our liability for us failing to collect your goods which we have previously agreed to collect will not be more than £20 for any one event.

h Our total liability to you for one or more incidents or events, or a series of related incidents or events leading to loss of or damage to any of your goods, will not be more than £50,000.

i In no circumstances will we be liable for any indirect loss or damage of any kind, including (but not limited to) any loss of profits, interest costs, extra charges arising, costs of repackaging your goods and so on, however that loss or damage arose.

j We will not be liable to you for any damage to your goods, any loss of or from your goods, or any other loss you suffer if it is caused by, or contributed to by, any or all of the following.

- You breaking any of these conditions.
- Your goods needing special handling which you had not told us about and we had not agreed to in line with clauses 1b and 1f.
- Natural loss of bulk or weight, a hidden or build-in fault, or natural wear and tear or loss of value.
- Your or anyone else's criminal activities.
- Circumstances beyond our reasonable control.

13 The limits for making claims

a To make a claim against us, you must keep to the requirements of this section. You agree that if you do not strictly keep to this section, we will not have any liability to you.

b You agree that the clauses in this section are fair and reasonable, given the general nature of our business.

c For loss or damage to part of your goods (from any cause), you must give us full details of the loss or damage, and must give us a claim (specifying the amount claimed and the reason for it) within the following periods.

- If your permanent address is in the UK and your goods were to be delivered within the UK, we must receive notice of your claim within seven working days of the delivery taking place, and receive your actual claim within 14 working days of the goods being delivered.
- If your permanent address is not in the UK, but your goods were to be delivered within the UK we must receive notice of your claim within seven working days of the delivery taking place, and receive your actual claim within 14 working days of the goods being delivered.
- In any case where your goods were not to be delivered within the UK, we must receive notice of your claim within seven working days of the delivery taking place, and receive your actual claim within 14 working days of the goods being delivered.

d If all or part of your goods are not delivered, from any cause, you must tell us about this within 21 working days of the day the goods were collected from us, and must also give us a detailed claim within a further 14 working days from the date you tell us about the total loss or non-delivery.

e If you are claiming a refund or compensation under section 8 of these conditions, you must give us notice of the claim within seven working days of the goods being delivered.

f If you are making any claim not covered by the previous parts of this section, you must give us notice of the claim within seven working days of the goods being delivered, or if the goods are not delivered, the last day of the delivery window. You must then give us a detailed claim with a further 14 working days.

g If you prove to us that you or the person receiving your goods did not have a reasonable opportunity to inspect the goods within 24 hours of them being delivered, the periods in clause 13e are extended so that the notice must be given from the date the goods could be inspected.

h In any other case, if you prove to us that:

- it was not reasonably possible to keep to the time limits set out in this section; and
- you gave us written notice of the claim, and provided a detailed claim as soon as was reasonably possible;

we may not rely upon the time limits set out in clauses 13c, 13d, 13e, 13f and 13g.

In all cases, we will not have any liability to you whatsoever arising from these conditions, or relating to any services provided, quoted for, or agreed to be provided, where legal proceedings are started more than nine months after the date of the event alleged to have given rise to the action against us.

14 Warsaw Convention

a If we are responsible for arranging for your goods to be transported by air the following notice applies.

'If the carriage involves an ultimate destination or stop in a county other than the country of departure the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to cargo. Agreed stopping places are those places (other than the places of departure and destination) shown under requested routing and/or those places shown in the carrier's timetable as scheduled stopping places for the route. The address of the first carrier is the airport of departure.'

This means that if the goods are delivered to, or stop in, a county other than the one they are sent from, the Warsaw Convention may apply. That convention governs, and usually limits, a carrier's liability or loss of or damage to cargo. Agreed stopping places (other than the pick-up point and deliver address) are shown in the carrier's timetable as arranged stopping places on the relevant route. The carrier's address is the airport the goods first fly out from.

15 Reasonableness and fairness of these conditions

a You and we declare that these conditions are fair and reasonable in all the circumstances and, in particular, they take into account:

- the availability of similar services;
- the charge we make for our services;
- that you are free to arrange insurance for your goods; and
- that we do not provide insurance for your goods; and
- that we do not provide insurance for your goods.

16 Relevant laws and enforcing these conditions

a These conditions may be amended by any relevant laws which apply to them or to us. Any part of these conditions which conflicts with a relevant law will be overridden.

b Nothing in these conditions will remove our rights or increase our responsibilities or liabilities under any law which applies to any service we provide in connection with your goods.

c If any part of these conditions is found to be illegal or cannot be enforced, the other parts of these conditions will not be affected.

17 Rights of third parties

a Except as set out within section 1, these conditions do not create any right which can be enforced by anyone other than you or us (a third party) under the Contracts (rights of Third Parties) Act 1999. This clause does not affect any third party's rights which exist other than under that Act.

18 Jurisdiction and proper law

a The agreement between you and us formed by these conditions will be governed by English law (unless you and we are both based in Scotland or Northern Ireland, in which case the local law will apply). Any disputes will only be dealt with in the courts of England and Wales.