

## Terms & Conditions – My Messenger

### **1. Scope of Conditions**

- 1.1. In these conditions, “the Company” shall mean My Messenger and “the Customer” shall mean the person, firm or body entering into a contract of carriage with the Company. “Goods” means any documents or items including containers and packaging consigned by the Customer from one address to another.
- 1.2. These conditions shall be deemed to be incorporated into each contract between the Company and the Customer and to the extent that these conditions or any of them conflict or are inconsistent with any other terms and conditions, express or implied, these shall prevail to the exclusion thereof.
- 1.3. No addition to or variation of these conditions shall bind the Company unless expressly accepted in writing by an authorised officer of the Company.
- 1.4. The Company is not a common carrier and accepts goods for carriage only upon this and other conditions set out herein.

### **2. Payment**

- 2.1. The Customer shall pay the Company in respect of each consignment of the Customer’s goods in accordance with the Company’s tariff charges in force at the time of each consignment. Tariff may be changed without prior notice.
- 2.2. Any sums shown to be due to the Company on its invoices sent to the Customer shall be paid within fourteen days of the tax point date on the invoice. The Company shall be entitled to the interest at 2% per month on all amounts overdue to the Company.
- 2.3. Any queries on or any disputes over the Company’s invoices shall be raised within seven days of receipt of same.
- 2.4. Payments shall be made without deductions and shall not be held or deferred on account of any claim, counterclaim or set-off.
- 2.5. The Company shall provide Proof of Delivery upon request from the Customer, provided that such a request is received by the Company not later than fourteen days from the date of despatch by the Company.

### **3. Parties & Sub-Contracting**

- 3.1. The Customer warrants that he/she is either the owner of the goods in any consignment or is authorised by such owner to accept these conditions on such owner’s behalf.
- 3.2. The Company and any other carrier employed by the Company may employ the services of any other carrier for the purpose of fulfilling the contract of carriage in whole or in part.
- 3.3. The Company contracts for itself and as an agent of a trustee for its servants and agents and all other carriers referred to in 3.2 above and such carries, servant and agent with the intention that they shall have the benefit of the contract and collectively and together with the Company be under no greater liability to the Customer or any other party than is the Company hereunder.
- 3.4. The Company is entitled to convoy goods by any conveyance and by any route whatsoever.
- 3.5. If, for any reason beyond the Company’s control, it is unable to convoy the goods to the address to which they are consigned, or to effect delivery at the said address, (a) the Company shall endeavour to communicate with the Customer and request a new address to which the goods can be delivered in the country in which the goods are then lying, and (b) if the Company is unable to communicate with the Customer within a reasonable time, or if it is not provided with a new address for delivery by the Customer within a reasonable time, the Company shall be at liberty to deal with the goods in accordance with condition 8 hereunder set out or to destroy them.

### **4. Dangerous or Illegal goods**

- 4.1. The Company will not accept or deal with any noxious, dangerous, hazardous, inflammable or explosive goods, weapons or any goods likely to cause damage.
- 4.2. The Company will not accept documents or other things which are illegal to take out of England or take into the country to which they are consigned, drugs, documents or other things deemed to be illegal to have in possession in the UK or elsewhere, a letter or letters which the Post Office has an exclusive right to convoy.

### **5. Taxes, Duties, Levies**

- 5.1. In the event that the Company pays or agrees to pay to any third party any duty, tax or levy in respect of the Customer’s goods, the Company shall do so on the sole basis that in doing so it is acting as the Customer’s fully authorised agent and whether or not delivery of the goods is actually made to the address to which they are consigned, immediately upon receipt of the Company’s Duty invoice in respect of the such duty, tax or levy the Customer shall settle such duty invoice in full.
- 5.2. Should the Customer fail to comply with 5.1 above, the Company shall be at full liberty to deal with the goods in accordance with condition 8 below.

### **6. Insurance**

- 6.1. No insurance cover for goods shall be arranged by the Company unless a written request is received by the Company from the Customer prior to the Company accepting the goods for conveyance. For the avoidance of doubt, no insurance for the goods shall be deemed or assumed to have been arranged by the Company unless and until written confirmation of the insurance cover arranged by the Company for the Customer is received by the Company and such cover shall only commence from the date and time of the insurance stipulated in such written confirmation.

## **7. Liability**

- 7.1. The total liability of the Company to pay the Customer compensation for loss, damage, mis-delivery or delay occurring in respect of the goods, whether caused solely by the Company's negligence or default of the Company's servants, shall be limited to the lesser of the Declared Value for carriage of the goods stipulated in the Waybill or two times the tariff charged / payable in respect of the Company's conveying the goods and no compensation shall be payable by the Company to the Customer in respect of indirect or consequential loss and no compensation whatsoever shall be payable in the event that the Company falls within 7 days of any loss, damage, mis-delivery or delay occurring to the goods to report this to the Company at its registered office by recorded delivery or first class letter.
- 7.2. No compensation whatsoever shall be payable in the event that legal proceedings initiated against the Company by the Customer relating to any claim for compensation as foreshaid are not brought within a period of 2 years commencing with the date of the alleged loss, damage, mis-delivery or delay.
- 7.3. The Company shall in no circumstances be liable for any loss, damage, mis-delivery or late delivery of consigned goods resulting from, without limitation:
  - a) any act or omission on any part of the Customer
  - b) any inherent defect in the packaging of the goods
  - c) act of God, to include severe weather conditions, acts of war, riot or civil commotion, lock out or strikes
  - d) the handling, loading, storage or unloading of the consigned goods by the Customer.
- 7.4. The Customer shall indemnify the Company against a) any expenses incurred as a result of the Company's inability for any reason beyond its control to convey or deliver the goods to the address to which they were consigned or at all, b) any claims, costs and/or damages by third parties relating to the goods, and c) any unusual expenses incurred by the Company as a result of conveying the goods.
- 7.5. The Company's servants on whose behalf the Company contracts shall not be under any liability whatsoever in respect of the goods.

## **8. Lien**

- 8.1. The Company shall have a lien for any amount due under the contract and the cost of recovering the same. If any lien is not satisfied within a reasonable time, the Company shall be at full liberty to sell the goods, either privately or by auction and to apply the proceeds of any such sale in or towards discharge of the lien and the expense of the sale.

## **9. Governing Law**

- 9.1. The contract shall be governed by and construed in accordance with English Law and any dispute under it shall be within the jurisdiction of the English Courts.