



Versatility in Logistics

ZONE	SERVICES	COSTS	RESTRICTIONS
A	next working day	£8.75 to include 10 kilos + 45p per kilo thereafter	zone A only
A	before 9am	+ 100% min £25.00	major towns only
A	before 10.30am	+ 75% min £18.00	major towns only
A	before midday	+ 50% min £10.00	major towns only
A	saturday service	+ £25.00 per consignment	Zones A + B (normal time surcharge applies)
A	2-3 working days	£7.75 per consignment to include 10 kilos + 40p per kilo thereafter	zone A only
B	next working day	+ £2.00 per consignment	
B	2-3 working days	+ £1.50 per consignment	
C	2-3 working days	£18.00 per consignment to include 10 kilos + 60p per kilo thereafter	
D	next working day	£25.00 per consignment + 85p per kilo	max weight 10 kilos, no hazardous goods
D	2-3 working days	£18.00 per consignment + 65p per kilo	subject to sailing – no hazardous goods
E	1-2 working days	£35.00 per consignment + 95p per kilo	max. weight 30 kg Eire, Dublin only – no hazardous goods
E	3-5 working days	£25.00 per consignment + 65p per kilo	subject to sailing – no hazardous goods
F	2-5 working days	£28.00 to include 5 kgs + 70p per kilo thereafter	Scottish Offshore Islands – no hazardous goods
ALL	third party collections	+ £15.00 per consignment	maximum liability £100.00
A	additional insurance	£5.00 per £1,000 insured	insurance for the value of goods only

Additional Service Options & Charges			
Isle of Wight and Scilly Isles	+ £5.00 per consignment	Nothing to Collect	£5.00
Proof of delivery info	FREE	Redelivery	FREE
Proof of delivery image up to 3 months old	FREE	Proof of delivery image over 3 months old	£2.50
Book in delivery charge	£15.00 per consignment	Minimum invoice charge	£25.00

All goods carried as per our terms and conditions. See overleaf.

Rate Card 0108XDP

Fairview Industrial Estate, Kingsbury Road, Curdworth, Sutton Coldfield B76 9EE
 Tel: 01675 475754 Fax: 01675 475855 Email: admin@xdp.co.uk www.xdp.co.uk

UK MAINLAND SERVICE

ZONE A	MAINLAND UK
ZONE B	INCLUDED IN ZONE B: AB10, 11, 12, 15 & 16, 24 & 25, PH1-11, PA 1-19
ZONE C	HIGHLANDS
ZONE D	N. IRELAND
ZONE E	CHANNEL ISLES EIRE/ISLE OF MAN OFFSHORE ISLANDS/ SCOTTISH
ZONE F	ORKNEY AND SHETLAND ISLANDS

ZONE E

GUERNSEY ALDERNEY
SARK
JERSEY

ZONE E

X-PAK ZONE A ONLY £6.75 PER PACK	NEXT WORKING DAY £8.75 TO INCLUDE FIRST 10kgs + 45p PER KILO	2-3 WORKING DAYS £7.75 TO INCLUDE FIRST 10kgs + 40p PER KILO
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TERMS AND CONDITIONS OF CARRIAGE XDP LIMITED TRADING AS EXPRESS DESPATCH

XDP Limited Trading as Express Despatch (hereinafter referred to as 'The Carrier') is not a common Carrier and accepts goods for carriage only upon that condition and the Conditions set out below. No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised to do so by the signature of 2 directors of the Carrier.

1. Definitions

In these Conditions:

'Trader' means the customer who contracts for the services of the Carrier and includes his principals, servants, agents, consignee and owner of the goods.

'Contract' means the contract between the Trader and the Carrier. 'Consignment' means goods in bulk or contained in one parcel, package or container, as the case may be, or any number of parcels, packages or containers sent at one time in one load by or for the Trader from one address to one address.

'Dangerous Goods' means:

- Goods, which are specified in the special classification of dangerous goods issued by the Health and Safety Commission.
- Goods, which although not included in (a) above are of a similar kind.

'Excluded Goods' means:

- Glass/Ceramics/Liquids.
- Any other goods made of a substance of similar properties to glass.

2. Parties and Sub-Contracting

- The Trader warrants that he 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.
- The Carrier and any other Carrier employed by the Carrier may employ the services of any other Carrier for the purpose of fulfilling the Contract in whole or in part and the name of every such other Carrier shall be provided to the Trader on request.
- The Carrier contracts for itself and as agent of any trustee for its servants and agents and all other Carriers referred to in (2) above and such other Carriers servants and agents and every reference in Conditions 3-18 inclusive hereof to 'The Carrier' shall be deemed to include every such other Carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability to the Trader or any other party than is the Carrier hereunder.

3. Dangerous Goods

If the Carrier agrees to accept Dangerous Goods for carriage such goods must be accompanied by a full declaration of their nature and contents and be properly and safely packed and labelled in accordance with any statutory regulations for the time being in force for carriage by road.

4. Excluded Goods

- The Trader may tender for delivery and the Carrier shall not be bound to deliver excluded goods.
- If the Carrier agrees to deliver any excluded goods or if undisclosed excluded goods are tendered to the Carrier for delivery the Trader shall be responsible for all loss or damage whether physical, economic or consequential caused to or by the excluded goods while in the possession of the Carrier.

5. Loading and Unloading

- When collection or unloading takes place at the Traders' premises the Carrier shall not be under any obligation to provide any plant, power or labour in addition to the Carrier's driver, required for loading or unloading at such premises.
- The Carrier shall not be required to provide service beyond the usual place by the Carrier but, if any such service is given by the Carrier it shall be at the sole risk by the Trader who shall indemnify the Carrier against all claims and demands whatever, which could not have been made if such service had not been given.
- Goods requiring special appliances for unloading from the vehicle by which they are carried are accepted for carriage only on condition that the Trader at destination makes such appliances available.

- When the Carrier is, without prior arrangement in writing with the Trader, called upon to load or unload goods requiring special appliances for loading or unloading, the Carrier shall be under no liability whatever to the Trader for any damage whatever, however caused, arising out of such loading or unloading and the Trader shall indemnify the Carrier against all claims and demands whatever which could not have been made if such assistance had not been given.

6. Consignment Notes

The Carrier shall, if so required, sign a document prepared by the sender acknowledging the receipt of the Consignment but no such document shall be evidence of the condition or of the correctness of the declared nature, quantity, or weight of the Consignment at the time it is received by the Carrier.

7. Transit

- Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises.
- Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the consignee's address within the customary cartage hours of the district. Upon written request, by registered post or recorded delivery by the Trader to the Carriers head office address, the Carrier shall provide proof of delivery details up to 3 months after the date of delivery.
- If no safe and adequate access or no adequate unloading facilities there exist then transit shall be deemed to end and the goods will be returned to the Trader at their cost.

8. Undelivered or Unclaimed Goods

Where the Carrier is unable for any reason to deliver a Consignment to the consignee or as he may order, or where by virtue of the proviso to Condition 7 hereof transit is deemed to be at an end, the Carrier may sell the goods and payment or tender of the proceeds after deduction of all proper charges and expenses in relation to the carriage and storage of the goods shall (without prejudice to any claim or right which the Trader may have against the Carrier otherwise arising under these Conditions) discharge the Carrier from all liability in respect of such goods, their carriage and storage. Provided that:

- The Carrier shall do what is reasonable to obtain the value of the Consignment and
- The power of sale shall not be exercised where the name and address of the sender or of the consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the sender or, if the name and address of the sender is not known, to the consignee that the goods will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the goods are taken away or instructions are given for their disposal.

9. Carriers Charges

- All invoices raised by the Carrier are subject to settlement in full on or by the 30th day of the month following the date of invoice.
 - Where payment is not received by that date the Carrier reserves the right to impose a surcharge on all outstanding balances at the rate of 2.5% per month or £10.00 per month whichever is the greater. The surcharge shall be payable in respect of a period of less than one month as if such period were in fact one month.
 - When the contract is terminated by either party for any reason whatsoever then all monies become due and payable within 14 days of said termination
- All sums shall be paid to the Carrier immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.
- The Carrier's charges shall be payable by the Trader without prejudice to the Carrier's rights against the consignee or any other person.

- Except where a quotation states otherwise all quotations based on a tonnage rate shall apply to the gross weight unless:
 - The goods exceed 6 cubic metres in measurement per tonne, in which case the tonnage rate shall be of 6 cubic metres or any part thereof, for shipments to UK mainland. For shipments offshore the tonnage rate shall be 3 cubic metres or any part thereof.
 - The size or shape of a Consignment necessitates the use of a vehicle of greater carrying capacity than the weight of the consignment would otherwise require, in which case the tonnage rate shall be computed upon and apply to the carrying capacity of such vehicle as is reasonably required.
- Charges shall be payable on the expiry of any time limit previously stipulated and the Carrier shall be entitled to interest at the rate of 2.5% per month or £10 per month whichever is greater.
- The Carrier may at its discretion agree to collect cheques when making deliveries to the consignee. The Carrier shall not be under any duty to verify that the cheque has been correctly completed and the Carriers liability for failure to collect a cheque is limited to the refund of the Carrier's administration fee for the charge and no further liability. Loss of any cheque by the Carrier will be limited to the cost of cancelling the cheque at Lloyds Bank's current rates of charge.

10. Liability for Loss and Damage

- The Trader shall be deemed to have elected to accept the terms set out in (2) of this Condition unless, before transit commences, the Trader has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery of or damage to goods however or whenever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier.
- Subject to these Conditions the Carrier shall be liable for:
 - Loss or misdelivery of or damage to livestock, bullion, money, securities, stamps, precious metals or precious stones only if:
 - the Carrier has specifically agreed in writing to carry any such items, and
 - the Trader has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carrying of the said items and
 - any loss or mis-delivery of or damage to any other goods occasioned during transit unless the same has arisen from and the Carrier has used reasonable care to minimise the effects of:
 - act of God;
 - any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, or destruction of or damage to property by or under the order of any government or public or local authority;
 - Seizure, or forfeiture under legal process;
 - Error; act, omission, mis-statement or mis-representation by the Trader or other owner of the goods or by the servants or agents of either of them;
 - Inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the goods;
 - Insufficient or improper packing;
 - Insufficient or improper labelling or addressing or incorrect postcode or no postcode;
 - Riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;
 - Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered.
- The Carrier shall not in any circumstances be liable for the loss of or damage to goods after transit of such goods is deemed to have ended within the meaning of Condition 7 hereof, whether or not caused or contributed to directly or indirectly by act, omission, neglect, default or other

wrongdoing on the part of the Carrier.

11. Fraud

The Carrier shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Trader or the owner of the goods or the servants or agents of either in respect of that Consignment, unless the fraud has been contributed by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

12. Limitation of Liability

- Except as otherwise provided in these Conditions the liability of the Carrier in respect of loss or mis-delivery of or damage to goods for delivery to destinations outside the United Kingdom shall in all circumstances be limited to £10 per kilogram, with a maximum liability of £100.
 - For consignments despatched on an overnight service liability is calculated at a rate of £10,000 per tonne, based on the proven value of the goods, tonnage calculated in accordance with condition 9(4), subject to an excess of £25 per claim.
 - For consignments despatched on all other services liability is calculated at a rate of £5,000 per tonne, based on the proven value of the goods, tonnage calculated in accordance with condition 9(4), subject to an excess of £25 per claim.
- Except as otherwise provided in these Conditions the liability of the Carrier in respect of loss or mis-delivery of or damage to goods for delivery within the United Kingdom shall in all circumstances be limited as follows:
 - where loss, mis-delivery or damage, however sustained, is in respect of the whole of the Consignment, to a sum calculated as follows:
 - For consignments despatched on an overnight service liability is calculated at a rate of £10,000 per tonne, based on the proven value of the goods, tonnage calculated in accordance with condition 9(4), subject to an excess of £25 per claim.
 - For consignments despatched on all other services liability is calculated at a rate of £5,000 per tonne, based on the proven value of the goods, tonnage calculated in accordance with condition 9(4), subject to an excess of £25 per claim.
 - where a claim relates only to part of a consignment, then the lower of the actual weight and the average weight of the goods in the consignment (calculated as total weight of consignment divided by number of pieces in the consignment) is used to calculate the liability in accordance with 2(a) of this Condition. Provided that:-
 - Nothing in this Condition shall limit the liability of the Carrier to less than the sum of £10.
 - the Carrier shall be entitled to require proof of the value of the whole of the Consignment and of any other part thereof lost, mis-delivered or damaged.
 - the Trader shall be entitled to any time prior to commencement of transit to give seven days written notice to the Carrier requiring that the aforementioned £10,000 or £5,000 per tonne limit be increased but not so as to exceed the value of the Consignment and in the event of such notice being given the Trader shall within the seven days agree with the Carrier an increase in the carriage charges in consideration of the said increased limit.
- Notwithstanding condition 12(1), the liability of the Carrier in respect of the direct, indirect or consequential loss or damage, however arising and including loss of market, shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the smaller, unless:
 - At the time of entering into the Contract with the Carrier, the Trader declares to the Carrier a special interest in delivery in the case of loss or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and
 - Prior to the commencement of transit the Trader has delivered to the Carrier written confirmation of the special interest, agreed time limit and amount of interest.
- In the event the Carrier is late by more than 30 minutes, in delivering a Consignment, the Trader will be credited with an amount equal to the difference between the service requested and the service actually provided.

- For goods collected from any other address than the Traders usual place of business, liability shall be limited to a maximum of £100 per Consignment.
- Any claims for damaged goods can only be made if the delivery note is marked damaged at the time of delivery.

13. Indemnity to the Carrier

The Trader shall indemnify the Carrier against:

- All consequences suffered by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) of any error, omission, mis-statement or mis-representation by the Trader or other owner of the goods or fraud as in Condition 11;
- All claims and demands whatever by whoever made in excess of the liability of the Carrier under these Conditions;
- All losses suffered by the claims made against the Carrier in consequence of loss or damage to property caused by or arising out of the carriage by the Carrier of Dangerous Goods whether or not declared by the Trader as such;
- All claims made upon the Carrier by HM Customs and Excise in respect of dutiable goods consigned in bond, whether or not transit has ended or been suspended.

14. Time Limits for Claims

The Carrier shall not be liable for:

- Loss from a parcel, package or container or from an unpacked Consignment or for damage to a Consignment unless he is advised thereof in writing otherwise than upon a consignment note or delivery document within three days, and the claim is made in writing within seven days from the termination of transit;
- Loss, mis-delivery or non-delivery of the whole of a Consignment or of any separate parcel, package or container forming part of a Consignment unless he is advised of the loss, mis-delivery or non-delivery in writing, by registered post or recorded delivery, within twenty-eight days after the commencement of transit to our Head Office. Provided that if the Trader proves that:
 - It was not reasonably possible for the Trader to advise the Carrier or make a claim in writing within the time limit applicable and
 - Such advice or claim was given or made within a reasonable time.

The Carrier shall not have the benefit of the exclusion of liability afforded by this Condition.

15. General Lien

The Carrier shall have a general lien against the owner of the goods for monies whatever due from the Trader or such other owner to the Carrier. If any such lien is not satisfied within a reasonable time the Carrier may at his absolute discretion sell the goods, or part thereof, as agent for the owner and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of the goods and shall, upon accounting to the Trader for any balance remaining, be discharged from all liability whatever in respect of the goods.

16. Unreasonable Detention

The Trader shall be liable for the cost of unreasonable detention of any vehicle, trailer, container or ???

17. Computation of Time

In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

18. Impossibility of Performance

The Carrier shall be relieved of its obligation to perform the Contract to the extent that the performance thereof is prevented by failure of the Trader, fire, weather conditions, orance thereof is prevented by failure of the Trader, fire, weather conditions, industrial dispute labour disturbance or cause beyond the reasonable control of the Carrier.