

TERMS AND CONDITIONS OF CARRIAGE XDP LIMITED (hereinafter referred to as 'The Carrier') is not a common Carrier and accepts goods for carriage pursuant to these Terms (these and Terms and the Contract together constituting the "Agreement"). These Terms are incorporated in every Order and shall apply to the exclusion of any other terms and conditions which the Trader seeks to incorporate, or which are implied by trade, custom, practice or course of dealing.

No servant or agent of the Carrier is permitted to alter or vary these conditions in any way unless expressly authorised to do so in a letter with the signature of 2 Directors of the Carrier.

1. Definitions In these Conditions:

'Agreement' means the Contract and these Terms.

'Applicable Laws' means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties' rights or the performance of their obligations.

'Charges' means the charges, rates, fees, or costs set out in the Quotation or Contract, a separate rates agreement or if no such charges, rates, fees, or costs are specified means the Carrier's current rates as advertised or otherwise notified to the Trader from time to time.

'Contract' means the contract between the Trader and the Carrier.

'Consignment' means pallet, container, product, length, drum or any number of items, packages or containers sent at one time in one load by or for the Trader from one address to another address.

'Consignee' is the entity who is financially responsible for the receipt of a shipment (Delivery) or any entity that the Carrier is instructed can accept delivery of the Consignment.

'Dangerous Goods' means: (a) Goods which require specific UN classification to transport in line with ADR legislation; and or (b) Goods which, although not included in (a), are of a similar kind.

'Data Protection Laws' means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

'Dead Weight' means the total weight of the Goods or Consignment which will be calculated on the actual physical weight of the Goods or Consignment.

'Delivery' the transfer of physical possession of a Consignment to a Delivery Point or to the Consignee or to the Consignee's order.

'Delivery Instruction' a written instruction from the Trader to the Carrier to deliver Goods to a Consignee.

'Delivery Point' the location for Delivery specified in the Delivery Instruction.

'Excluded Goods' means: (a) Glass/Ceramics/Liquids/Antiques/Wines/Spirits/Tobacco/Perishable Goods/Car Body Parts; and or (b) Any other goods made of a substance of similar properties to glass.

'Force Majeure Event' means any circumstance not within the Carrier's reasonable control including: acts of God, flood, drought, earthquake or other natural disaster; adverse weather conditions; plague, disease, epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same Group as that party); non-performance by suppliers or subcontractors (other than by companies in the same Group as the party seeking to rely on this clause); interruption or failure of utility service; and accidents, obstructions of highway, road closures mechanical breakdown, traffic congestion or HGV driver shortages and any other cause outside the reasonable control of the Carrier.

'Goods' means any goods delivered to the Carrier or collected by the Carrier for a Delivery pursuant to a Contract or these Terms.

'Procedure Guide' the Carrier's procedure guide as published on its website and or notified to the Trader from time to time.

'POD' means proof of delivery.

'System Portal' is reference to the Carrier technology operating platform.

'Terms' means these Terms and Conditions.

'Trader' means the Trader who contracts for the services of the Carrier.

'Transit' means the period from when the Carrier takes responsibility for, and physical possession of a Consignment until Delivery as specified in condition 7 of these Terms.

'Volumetric Weight' means the total Cubic Volume (length x width x height calculated in cm) divided by 5,000 for Deliveries within the mainland of the UK or divided by 3,000 for any other destination example as condition 9.1 of these Terms.

'Waste' has the meaning given in section 75 of the Environmental Protection Act 1990.

'Weight' means the greater of the Dead Weight or the Volumetric Weight where the Volumetric Weight is volumised at 5 cubic meters per tonne.

2. Parties and Sub-Contracting

(1) The Trader warrants that he is either the owner of the Goods in any Consignment or is authorised by such owner to deal with the Goods on the terms of the Agreement.

(2) The Carrier at its sole discretion and any other Carriers employed by the Carrier may employ the services of any other further 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 reasonable request.

(3) 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 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 Agreement 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

(1) Unless expressly agreed in writing none of the Goods will constitute Waste, Dangerous Goods or Excluded Goods.

(2) If the Carrier agrees to accept Dangerous Goods in limited quantities for carriage, such Goods must contain in original manufacturer packaging, 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, air and sea, labels include associated UN numbers must be attached to the packaging. The Carrier does not accept any Dangerous Goods that specify any legal requirement for training by drivers, servants, or agents or require any special equipment.

4. Excluded Goods

(1) The Trader may tender for delivery and the Carrier shall not be bound to deliver Excluded Goods. (2) 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 and any fines or penalties which may be incurred.

5. Loading and Unloading

(1) The Trader must have adequate facilities to load the Carriers vehicle in a safe manner.

(2) It is the Trader's responsibility to ensure the Consignee has suitable access for the Carriers vehicle. Any damage caused by the Carriers vehicle due to unsuitable access will be the Trader's responsibility.

(3) Any specific delivery equipment required by the Carrier to effect safe Delivery must be agreed along with the additional Charges before despatch.

(4) The Carrier shall be permitted to charge for any specific equipment required as set out in the Charges.

(5) The Carrier shall not be liable for loss or damage caused as a result of any acts or omissions of the Consignee or its servants or agents in assisting with unloading or any failure of the Trader to ensure any Consignment or Goods forming part of a Consignment are adequately packed or secure.

(6) Is it the trader's responsibility for the safe loading and unloading of all freight items, multiple piece consignments are subject to additional Charges as term 9.18

6. Collection and Conditions

(1) The Carrier's driver is unable to determine the conditions of Goods collected for carriage. All Goods should be packed well enough to travel through a manual sortation system. The Carrier's driver is able to give a guide to the amount of Goods he collects, however, only when Goods are scanned into the Carrier's warehouse can the Carrier confirm receipt. Signed manifests are not proof of quantities collected just a confirmation the Carrier has collected from the location.

(2) If the Carrier agrees to accept any returns of Goods for the Trader and or a Trader Carrier from or on behalf of a Consignee then the Carrier shall seek further instructions from the Trader and comply with those instructions where reasonable to do so on how to process the return. The Carrier shall charge the Trader for processing the return and for any costs of retaining and storing the Goods while awaiting the Trader's instructions. Where the Trader directs the Carrier to dispose of the returned Goods or if the Carrier is unable to obtain further instructions from the Trader on how to process the return the Carrier shall be entitled to sell or dispose of all or part of the returned Goods. The Carrier shall not be liable for the price obtained for the sale or disposal of the returned Goods and shall have no liability to the Trader following any such sale or disposal.

7. Transit and Delivery

(1) Transit commences when the Carrier takes scans of the Goods. Transit shall end when the Carrier delivers the goods to the Delivery Point or any pre notified / approved alternative delivery address.

(2) Receipt by the Consignee, or any appointed agent, entitled to take Delivery of a Consignment without complaint shall constitute prima facie evidence that the Consignment was delivered in good condition in accordance with the Agreement.

(3) The Carrier is able to use his discretion to leave Goods unsigned for at a Consignee's address (not to be left at a business address), unless the Consignment is specifically marked signature required. Where

the Carrier obtains a signature, this will be retained for a minimum of 3 months. After 3 months a charge will be levied for duplicate POD.

(4) When the Carrier is unable to effect Delivery for reasons beyond its control or If the Consignee, or any appointed agent, fails to take Delivery at the Delivery Point or otherwise rejects the Delivery, then the Carrier shall seek further instructions from the Trader and comply with those instructions where reasonable to do so. Except where that failure is caused by the Carrier's failure to comply with its obligations under the Agreement, the Carrier shall charge the Trader for the cost of retaining and storing the Consignment pending receipt of the Trader's instructions and complying with the Trader's instructions, and related costs (including insurance, if applicable) at the rate set out in the Charges.

(5) Notwithstanding condition 7(4) above where the Carrier continues to be unable to deliver any Consignment as instructed and is unable to obtain further instructions from the Trader in accordance with condition 7(4) above or is unable to effect Delivery for reasons beyond its control, the Carrier shall be entitled at the cost of the Trader, to return the Goods forming the Consignment, or part of a Consignment to the Trader or otherwise sell or dispose of the Goods forming the Consignment, or part of a Consignment. The Carrier shall not be liable for the price obtained for the sale or disposal of the Goods constituting the Consignment and shall have no liability to the Trader following any such sale or disposal.

(6) Deliveries to ports, docks, wharfs, army bases, container bases and prisons requiring booking in & waiting / demurrage time incur additional costs as set out in the Charges.

(7) Where the Trader requests a change to the manifested consignee delivery address, costs set out in the Charges apply.

8. Invoicing and Payment

(1) All fees payable to the Carrier by the Trader shall be calculated in accordance with the Charges and shall also include any additional Charges or fees payable under any other term of the Agreement.

(2) Unless a monthly account has been agreed the Carrier shall invoice the Trader at the end of each 7-day period for Services performed during the previous 7 days.

(3) The Trader shall pay each undisputed invoice submitted to it by the Carrier in line with agreed payment terms to a bank account nominated in writing by the Carrier. In the case of an agreed monthly account, the monthly Charges must be paid in full on or by the last working day of the month following the date of invoice.

(4) No COD (cash or cheque on delivery) facility is available.

(5) Where a monthly account has been agreed the Carrier may by written notice, withdraw or alter and account facility offered.

(5.1) Where the trader has exceeded carrier insured credit limit, the trader will be required to make a payment outside of agreed payment terms to ensure outstanding account balance is below carrier insured credit limit.

(6) If the Trader receives an invoice which it reasonably believes includes a sum which is not valid and properly due:

(6.1) the Trader shall notify the Carrier in writing as soon as reasonably practicable and in any event within 7 days of receipt of the invoice in dispute;

(6.2) the Trader shall pay the full balance of the invoice by the due date for payment of the invoice;

(6.3) to the extent that the Trader is obliged, following resolution of the dispute, to pay an amount, then the Carrier may charge interest in accordance with condition 8(8.2) below from the original due date for payment until the date of payment; and

(6.4) once the dispute has been resolved, where the carrier is required to raise a credit note, it shall do so within 7 days.

(7) If the Trader has not raised any dispute or queries on an invoice in accordance with Condition above the invoiced amount shall be deemed to be accepted by the Trader and notwithstanding any other term or provision of this agreement the Trader shall waive all and any other rights or remedies to dispute the invoiced amount.

(8) If the Trader fails to make any payment due to the Carrier under this agreement by the due date for payment, then, without limiting the Carrier's remedies including any termination rights in the Agreement:

(8.1) the full balance of the account is immediately due and payable;

(8.2) the Trader shall pay interest on the overdue sum from the due date until payment of the overdue sum at a rate of 2.5% per month or £10 per month, whichever is greater;

(8.3) the Carrier may suspend performance of part or all the services until payment has been made in full;

(8.4) The Carrier may impose a surcharge on all outstanding balances at the rate of 10% per month or £100.00 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; and or

(8.5) the Carrier may instruct collection agents to recover the debt and the Trader shall be responsible for the reasonable collection Charges incurred.

(9) The Carrier shall have a general and particular lien on the Goods in its possession as security for payment of all sums claimed by the Carrier from the Trader. The Charges shall continue to accrue on any Goods detained under lien. If an invoice for the Charges is not paid in full on its due date for payment, the Carrier may, without prejudice to its other rights and remedies, give notice in writing to the Trader of its intention to sell or otherwise dispose of some or all of the Goods in its possession if the amount outstanding is not paid in full within 14 days of the notice. If the amount due is not paid by the expiry of such period, the Carrier may sell or otherwise dispose of some or all of the Goods in its possession, as agent of the Trader and at the Trader's expense and risk and shall remit the proceeds of sale or disposal of such Goods to the Trader after deduction of all amounts due to the Carrier and the expenses incurred by the Carrier for the sale or disposal of the Goods. The Carrier shall not be liable for the price obtained for the sale or disposal of the Goods.

(10) All Charges shall be paid to the Carrier immediately when due without deduction or set off and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off. Credits cannot be raised against errors made by the Carrier, whether by incorrect details input on the Carrier's System Portal or inaccurate file sent by the Trader. This includes any Weight, dimensions, postcode, and or Service error. The Carrier's Charges shall be payable by the Trader without prejudice to any rights or remedies the Carrier may have against the Consignee or any other person.

(11) The Carrier may at any time, without notice, set off any liability owed by the Trader against any liability owed, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. Any exercise by the Carrier of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

(12) When this Agreement is terminated by either party for any reason whatsoever, then all monies become due and payable within 7 days of said termination.

9. Carrier Charges

(1) Except where a quotation states otherwise all quotations are calculated based on the Weight (the greater of the Dead Weight or the Volumetric Weight which will be volumised at 5 cubic meters per tonne as per example "All consignments of freight will be volumized at 5 cubic metres per tonne or charged at dead weight, whichever is the greatest. Example: consignment with measurements of L:100cm, W:100cm, H:100cm and weighting 100kgs will be charged at 200kgs (100 x 100 x 100 / 5000). In this

example, consignment has calculated dimension of 1 cubic metre and volumized weight of 200kgs. Therefore 1 tonne of volumized freight equates to 5 cubic metres (200kgs x 5 = 1,000kgs or 1 Tonne)”

(2) Where necessary to comply with any Applicable Laws, health & safety requirement or if in the reasonable opinion of the Carrier, the size and shape of a Consignment necessitates the use of a vehicle of greater capacity than ordinarily would be required for a Consignment of a similar Weight and or any specialist equipment the Carrier may charge an additional Charge.

(3) If a Consignment has been manifested onto the System Portal and the Goods forming the Consignment, or part of a Consignment are not released for collection by the Carrier within 21 calendar days then the Carrier can include a £1.50 manifest charge per item as an additional Charge.

(4) If a 3rd party collection (collection from Consignee / return) is manifested onto System Portal and if Goods are not collected within 21 calendar days then the Carrier can include a £1.50 collection manifest charge per item for use of System Portal.

(5) Notwithstanding that the Carrier may from time to time agree to collect freight, duties, charges, dues, or other expenses in respect of a Consignment from the Consignee, the Trader shall remain liable to the Carrier for any such freight, duties, charges, dues, or other expenses in the event of default by the Consignee and the Carrier shall not be required to take steps to obtain payment from the Consignee other than one written request for payment.

(6) Unless expressly stated otherwise all Charges exclude:

(6.1) VAT or any other similar charges which shall be paid by the Trader at the rate and from time to time in the manner prescribed by law;

(6.2) any customs charges, duties, clearances, or any other similar charges which if incurred by the Carrier, the Trader shall additionally be liable to pay to the Carrier at the prevailing rate (if applicable), subject to the receipt of a valid invoice.

(7) The Carrier may increase the Charges on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the date of this agreement and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

(8) The Carrier reserves the right to review the Charges and or trading terms and conditions at any time in the event of:

- (8.1) any material change in projected use under a Contract or change in the profile of Consignments from what was agreed, and from which formed the basis of the Charges; or
 - (8.2) any material increase in costs as a consequence of government fiscal policy;
 - (8.3) changes in legislation or regulation impacting on Road Haulage within all or any area; or any additional new Government or Local Authority vehicle charging zones will be added per consignment.
 - (8.4) any material increase in any other costs beyond the Carriers control.
- (9) The Carrier retains the right to introduce any new surcharges or alter any existing surcharges, even when a Trader has a written quote / agreement that has not expired.
- (10) Where the Carrier has entered into a Contract for a minimum of 12 months or longer, with a noted minimum spend, if the Trader purchases less than the minimum spend in the prescribed period, the Carrier may charge the Trader for any shortfall between the minimum spend and the Charges payable in the relevant period. If the Trader does not provide the prescribed notice period required under the Contract, the Carrier will have the right to invoice in full the minimum spend for each remaining period of the Contract had the Agreement not been so terminated or had the applicable prescribed notice been provided. Where appropriate notice of termination is provided under the minimum spend will be payable for each remaining period until the termination date, any shortfall during any notice period will be invoiced in accordance with this condition 9(10).
- (11) Invoices will be subject to a minimum weekly invoice charge for both base rate and fuel surcharge as outlined in The Charges.
- (12) Goods destined for addresses that require a booking in for our delivery vehicle are subject to a surcharge per Consignment as outlined in the Charges.
- (13) Goods collected on behalf of the Trader from an address other than the regular collection address are subject to a supplement per Consignment as outlined in the Charges.
- (14) Where goods are carried for charges based on Weight, the company shall be entitled to charge on the actual Weight of the consignment if greater than the Weight declared by the Trader on the consignment note, System Portal or any other document. The Carrier reserves the right to cube and check weight of all consignments and apply an administration charge.
- (15) Deliveries to ports, docks, wharfs, army bases, container bases and prisons that require a booking in procedure to be followed and waiting time are subject to a £50.00 per Consignment supplement Charge.

(16) Deliveries to residential addresses are subject to a supplement as outlined in the Charges.

(17) Where the delivery is unsuccessful due to the absence of the Consignee or the Consignee refusing delivery and then subsequently requesting delivery or where due to insufficient delivery address, the Consignment is returned to the depot for address verification and re-tendered for Delivery, the Carrier reserve the right to impose a surcharge of an amount equal to 50% of the original Consignment.

(18) It is the Trader's responsibility to ensure all pieces of a multi piece consignment are loaded, carrier is not responsible for part loading of multi piece consignments. The carrier is unable to return empty pallets and will not accept charges for the cost of them.

Any stillages or cages used by the sender, the carrier will use its best endeavours to return on a regular basis.

should the Trader not release the full Consignment, a re-delivery charge will be applied in line with the Charges, to enable the Carrier to complete multiple deliveries to the Consignee on separate days.

(19) Where the Delivery Point supplied is incorrect resulting in a re-delivery, the Carrier will impose a surcharge of an amount equal to 100% of the original Consignment charge for a subsequent attempted Delivery.

(20) Deliveries to the Isle of Wight, Cornwall, Dyfed, Gwynedd, Powys, Anglesey, Industrial Scotland, and all London postcodes are subject to supplements as outlines in the Charges. The Highlands of Scotland and all Offshore Islands are also subject to additional supplements per Consignment as outlined in the Charges.

(21) The Trader shall be responsible for any and all road toll, congestion charges, clean air charges or similar charges incurred as a result of any Delivery Instruction and the Carrier shall be permitted to include any such fees in the Charges invoiced to the Trader.

(22) The Carrier reserves the right to automatically charge a Consignment as per the Procedure Guide.

(23) Third party collections will be attempted once only and must be remanifested by the Trader, in the event of a "Nothing to Collect" status recorded the carrier will charge for an attempted collection.

10. Liability for Loss and Damage

(1) The Trader shall be deemed to have elected to accept the terms set out in (2) of this condition.

(2) Subject to these conditions the Carrier shall not be liable for:

(i) Loss or mis-delivery of livestock, bullion, money, securities, stamps, precious metals, or precious stones only if:

(a) The Carrier has specifically agreed in writing to carry any such items, and

(b) 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

(ii) Any loss or mis-delivery of or damage to any other goods occasioned during transit.

(iii) The Carrier cannot accept liability for the following:

(a) An act of God.

(b) 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.

(c) Seizure, or forfeiture under legal process.

(d) Error, act, omission, misstatement or misrepresentation by the trader or other owner of the goods or by the servants or agents of either of them.

(e) Inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice, or natural deterioration of the goods.

(f) Insufficient or improper packing (including Mattresses, Rugs, Artificial Grass not double wrapped/ bagged), goods being clearly signed for in good condition, goods being signed for as unchecked, or items that are likely to lose consignment labels.

(g) Insufficient or improper labelling or addressing or incorrect postcode or no postcode.

(h) Riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause.

(i) Consignee not taking or accepting delivery within a reasonable time after the consignment has been tendered.

(j) Damage caused to property by any Subcontractor/ Delivery Partner /Representative of XDP whilst attempting delivery is the sole responsibility of the Subcontractor/ Delivery Partner /Representative of XDP.

(k) Damage to consignment pieces collected from consignees to return to Trader.

(l) Damage to consignment pieces on the collection from Traders.

(m) Missing consignment pieces as a result of poor packaging.

(n) Disruption caused by plague, disease, or pandemic.

(o) Consequential Loss is not accepted by the Carrier

(3) 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 (Transit) hereof, whether or not caused or contributed to directly or indirectly by act, omission, neglect, default or otherwise wrongdoing on the part of the Carrier.

(4) Where service or Weight is under declared, the Carrier has the right to amend the Consignment and charge accordingly. Where this is a reoccurring issue, the Carrier will notify the sender via the System

Portal and letter on 3 occasions. On the third occasion a £50 surcharge will be added to the latest invoice, and on every occasion this occurs thereafter. Should this continue to happen it will be at the discretion of the Carrier to close the account.

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, owner of the goods or the servants or agents of either in respect of that Consignment or part of it, unless the fraud has been contributed by the known complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

12. Limitation of Liability

(1) Except as otherwise provided in these conditions, the liability of the Carrier in respect of loss or mis delivery or damage or carriage to goods for delivery to destinations offshore & outside the United Kingdom shall in all circumstances be limited to £10 per kilogram, with a maximum liability of £100. Extra insurance is not applicable to offshore destinations.

(2) Except as otherwise provided in these conditions, the liability of the Carrier in respect of loss or mis delivery or damage to goods for delivery within the United Kingdom shall in all circumstances be limited as follows:

(a) Where loss, mis-delivery, or damage, however sustained, is in respect of the whole of the consignment, to a sum calculated as follows:

(i) For Consignments despatched on an overnight service for delivery in mainland UK, liability is calculated at a rate of £10 per kilo up to a maximum of £1,500 per Consignment based on either proven cost of goods or tonnage calculation, whichever is the lowest. This is subject to an excess of £25 per claim.

(ii) For Consignments despatched on all other services, liability is calculated at a rate of £5 per kilo with a maximum of £750 per Consignment based on either proven cost of goods or tonnage calculation whichever is the lowest. Subject to an excess of £25 per claim.

(iii) The Trader, where goods are being delivered in mainland UK and on an overnight service, will have the option to select additional insurance at a cost of £5 per £1,000 insured up to a maximum of £5,000 providing the trader enters this on the Carriers system portal or gets a confirmed email from the Carrier at least 12 hours before despatch.

(b) 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 and divide cost by number of pieces) is used to calculate the liability in accordance with 2(a) of this Condition. Provided that:

(i) Nothing in this condition shall limit the liability of the Carrier to less than the sum of £10.

(ii) The Carrier shall be entitled to require proof of the cost of the whole of the Consignment and of any other part thereof lost, mis-delivered, or damaged.

(3) The Carrier will not be liable whether by way of indemnity or for breach of contract or in tort (including but not limited to negligence) for loss of contracts, loss of use, loss of profits, or for any other economic loss". In the event that the Carrier is unable to fulfil the selected service the Trader will be credited with an amount equal to the difference between the service requested and the service actually provided. The Trader to submit claim using Carrier system portal within 7 days of invoice date a maximum credit for late deliveries will be 50% of carriage charge.

The Trader must go online and submit the claim for late delivery within 7 days of the invoice date. If a consignment has failed the service requested, the consignment will be downgraded to the next service provided with a maximum credit of 50%.

The Carrier cannot guarantee overnight deliveries during peak periods, pre & post all bank holidays, Black Friday & Cyber Monday, and unexpected HGV Driver shortages, and will not credit late deliveries carriage, incorrect charges, damage, carriage refund during these peak time periods.

The Carrier shall not be liable to the Trader if the Carrier is prevented or delayed from performing the services by circumstances beyond the Carrier's control (a Force Majeure Event) including industrial disputes, accidents, obstruction of highways, mechanical breakdown, HGV Driver shortages or traffic congestion. If a Force Majeure event occurs the Carrier may suspend performance of the services for its duration.

Domestic deliveries are not guaranteed for next working day and will not be credited.

(a) Reverse or 3rd party collections (collections not from the usual trading address) have no guaranteed transit time. (Back to the trader) maximum 20 items within an individual 3rd party collection, reverse Charges apply per consignment.

(5) For Goods collected from any other address than the Traders usual place of business, insurance cover will be a maximum of £25.00 and claims for damages from any address other than the Traders usual place of business, will not be accepted.

(6) Any claims for damaged or part delivered Goods can only be entertained if the delivery note is marked accordingly at the time of delivery. Where POD has been signed damaged and claim logged, the Carrier will request photos of damage with labels and packaging clearly showing.

(7) Any claim paid for damaged Goods results in the said goods becoming the property of the Carrier. (8) The Trader can elect to either have his carriage charge returned or make an insurance claim - he is unable to claim both.

(9) Where a Consignment is undeclared in weight or an incorrect service is selected and a loss or damage claim is submitted, the Carrier has the right to credit at their discretion to a maximum of 50%.

(10) Where the Carrier deem that any 1 item is unsuitable to travel through the 1Man service (due to size or weight), the Carrier have the right to upgrade to the 2man service and charge accordingly.

(11) All appeals for claims will only be investigated once if received in letter form, and no longer than 1 month from claim rejection. The Carrier will not accept emails. In the event of appeal rejection, or alternative receipt method for multiple claims investigation charge will apply.

(12) Door to door delivery on overnight service means delivery to the threshold only unless other service specified. 2man delivery is to room of choice up one flight of stairs only, except for gym equipment which is limited to ground floor only. Note if the delivery is to any address that has more than one flight of stairs a lift must be available for use.

13. Indemnity to the Carrier

The Trader shall indemnify the Carrier against:

(1) 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, misstatement or misrepresentation by the Trader or other owner of the goods or fraud as in condition 10.

(2) All claims and demands whatever by whoever made in excess of the liability of the Carrier under these conditions.

(3) All losses suffered from any 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.

(4) All claims made upon the Carrier by HM Revenue & Customs in respect of dutiable goods consigned in bond, whether or not transit has ended or been suspended.

(5) All claims or demands for any damage to property or personal injury as a result of the Carrier being requested to enter the consignees' property, must be dealt with by the trader.

14. Time Limits for Claims

The Carrier shall not be liable for:

(1) Any item lost from a pallet, container, product, length, drum, package or from an unpacked Consignment, will be rejected unless advised in writing within 3 days of delivery date, and the claim is made via the online system portal within 33 days after date of collection date.

(2) Loss, mis-delivery, or non-delivery of the whole of a Consignment or of any separate item, package or container forming part of a Consignment unless the Carrier are advised of the loss, mis-delivery, or non-delivery in writing via the online system portal within 33 days of collection date. If a claim has not been resolved within 6 months, the Carrier will automatically reject the claim.

(3) Damage claims to be logged on system portal within 7 days from Delivery Date.

(4) Claims for late delivery charges must be logged on system portal within 7 days of invoice date.

(5) Claims for incorrect invoice charges must be raised on system portal within 7 days of invoice date.

(6) All claims recorded onto system portal must contain all requested information or claim will automatically be rejected.

(7) Claims for property damage need to be reported to the Carrier by emailing insuranceclaim@xdp.co.uk within 7 days of Delivery Date, clearly indicating full information of the issue.

15. Unreasonable Detention The Trader shall be liable for the cost of unreasonable detention of any vehicle, trailer, or container. However, the rights of the Carrier against any other person in respect thereof shall remain unaffected.

16. 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.

17. Impossibility of Performance If the Carrier is prevented, hindered, or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event, the Carrier shall not be in breach of the Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

18. Occasional Variations to Terms and Conditions. Should an occasional variation in Terms and Conditions occur, any such occasional variance is not to be regarded a permanent agreed variation in Terms and Conditions.

19. Data Protection

Controller, Processor, Data Subject, Personal Data Personal Data Breach, processing, and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].

The Trader provides Personal Data (as defined in the Data Protection Laws) of Consignees and other individuals to the Carrier in order for the Carrier to provide and evaluate services. Trader & Carrier will comply with all applicable requirements of the Data Protection Legislation.

The Trader & Carrier for the purposes of the Data Protection Legislation, the Customer is a Controller, and the Supplier is a Controller.

Each party shall agree to a further data protection agreement of required.

In relation to any personal data provided by the Trader to the Carrier the Trader agrees to comply with its obligations as a Data Controller under Data Protection Laws.

The Trader must obtain any necessary consents from the receiver of the goods (the Consignee) as required under the Data Protection Law for use of that personal data by the Carrier to provide the services.

The Trader has made the Consignee aware that such details may be used by the Carrier to enhance the delivery process for the consignee and the Carrier will use notifications for that purpose including service delivery feedback surveys.

The Carrier may share the personal data with its 3rd party sub-processors for the purpose of providing or improving services in accordance with Data Protection Law

The Carrier shall not be considered a Data Controller or Data Processor for any personal and/or sensitive data that is contained within a Consignment.