

CONDITIONS OF CARRIAGE

1. Parties
This contract is made between the customer (which term includes any "contracting party" in terms of carriage of Goods 1979) and Inter City Urgent Ltd ("the Company"). All business by the Company, including the provision of any advice, information or other service, is undertaken upon and subject to these conditions.
2. Application of Carriage Goods Act 1979 ("The Act")
Sections 10, 18, 19, 20 and 21 of the Act shall apply to the contract.
Sections 22, 23, 24, 25, 26 and 27 of the Act shall apply to the contract only to the extent that they extend or enlarge the Company's right and powers in terms of these conditions.
3. Payment of Charges
The customer agrees to pay the Company's standard charges and those of any subcontractor engaged by the Company and any other costs incurred or money expended by the Company in connection with the goods. Except under a special arrangement previously made in writing with the Company, no credit will be given for the Company charges which are to be paid to the Company at the time the goods are delivered to the Company for Carriage.
4. Protection of Servants and Agents
The Customer undertakes that no claim or allegation shall be made against a servant or agent of the Company which attempts to impose upon any of them any liability whatsoever in connection with the goods and if any such claim or allegation should nevertheless be made to indemnify the Company and any such servant or agent against all consequences thereof. Without prejudice to the foregoing, every such servant or agent shall benefit of all the provisions of the contract benefitting the Company as if such provisions were expressly for their benefit and, in entering into this contract the Company, to the extent of these provisions, does so not only on its own benefit but also as agent and trustee for such servants or agents.
5. Subcontractors
All or part of any work accepted by the Company may be fulfilled by the Company engaging or entrusting the goods to others ("the subcontractors") on terms as the subcontracts may stipulate. The Customer agrees that all work performed by any subcontractor shall be subject to and be bound by the terms, conditions, stipulations and limitations contained in any document issued by or customarily relied upon by any such subcontractor in connection with such work.
6. Delivery
The goods shall be deemed to have been delivered when they are delivered to the address given to the Company by the Customer or consignee for that purpose.
7. Packing
The Customer warrants that all the goods have been properly and sufficiently packed and prepared for carriage.
8. Insurance
Insurance of the goods is the responsibility of the Customer.
9. Hazardous Goods
The Company will not accept or deal with any noxious or inflammable goods or any goods likely to cause damage or which are unlawful to carry. If the Customer delivers such goods to be handled or dealt by the Company or any subcontractor or agent the Customer shall be liable for all loss or damage whatsoever caused by or in connection with the goods howsoever caused or arising and shall indemnify the Company, the subcontractor and the agent against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company, the subcontractors or any other person in whose custody they may be at the expense of the Customer without the Company, the subcontractors or such other persons being responsible or accountable for the value thereof.
10. Lien
All goods (and documents relating to goods) shall, immediately they come into the possession of the Company or any subcontractor, be subject to a particular and general Lien and right of detention for all money due to the Company by the Customer or the consignee, consignor or owner, whether in respect of such goods or otherwise. If any moneys due to the Company are not paid within fourteen (14) days after notice has been given to the person from whom the moneys are due that such goods are being detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person and the net proceeds applied in or towards satisfaction of any such indebtedness. Any such sale shall not prejudice or affect the Company's right to recover from such person any balance due or payable to the Company in respect of the services provided hereunder or the cost of the said detention and sale. If at any time payment from the Customer to the Company shall be in arrears, any subsisting obligation of the Company shall be suspended and the Company shall not be under any liability to the Customer during such period.
11. Limited Carriers Risk
11.1 The contract is "at limited carriers risk".
11.2 Subject to the provisions of The Act imposing liability in respect of the loss of or damage to the goods;
11.2.1 The Company should not be under any liability, howsoever caused or arising (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence of the Company or otherwise, for any damages to, loss, deterioration, misdelivery, delay in delivery or non delivery of the goods (whether the goods are or have been in the possession of the Company or not) nor for any instructions, advice, information or service given or provided to any person, whether in respect of the goods or any other thing or matter, nor for any consequential or indirect loss, loss of market or consequence of delay; and
11.2.2 The Customer will indemnify the Company against all claims of any kind whatsoever, howsoever caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of negligence of the Company or otherwise, bought by any person in connection with the goods.
11.2.3 Our liability to you is limited to a maximum of \$1500 for the loss of or damage to an item however the loss or damage arises (including as a result of negligence).
12. Exclusion of Certain Terms
The Company will accept no liability whatsoever for flowers, cash, coins, negotiable instruments, precious stones, jewellery, antiques, paintings or other valuables. If the Customer delivers such goods to or causes such goods to be handled or dealt with by the Company or any such contractor or agent of the Company, the Company shall not be liable for any loss or damage whatsoever arising out of the carriage of the goods.
13. Actions Against the Company
The Company shall be under no liability whatsoever unless:
13.1 written notice of any claim giving full particulars of any alleged loss or damage is received by the Company within seven (7) days after delivery of the goods or, in the case of the loss or destruction of the goods, within fourteen (14) days of the date of dispatch; and 13.2 an action shall have been commenced by the Customer in a Court of competent jurisdiction within six (6) months from the date of dispatch of the goods.
14. Notice
Any notice to be given under the contract shall be deemed to be received if delivered or forwarded by registered post to the registered office of the party to receive it and/or to the usual or last known residence and/or place of business of such party.
15. Ownership of Goods
The Customer expressly warrants to the Company that it is the owner or the authorised agent of the goods and that it is authorised to accept and does accept these conditions not only for them but also for and on behalf of all other persons who are or may hereafter become interested in the goods.
16. General
The terms and conditions set out herein shall prevail over the terms and conditions set out in any document used by the Customer, the owner or any person having an interest in the goods and purporting to have a contractual effect.



APPLICATION FOR TRADING ACCOUNT

COMPANY NAME _____
 TRADING NAME _____
 STREET ADDRESS _____

 POSTAL ADDRESS _____
 PHONE _____ FACSIMILE _____ E-MAIL _____
 ACCOUNT CONTACT (Person responsible for decision-making regarding this account) _____
 ESTIMATED VALUE OF MONTHLY TRADE WITH INTER CITY URGENT \$ _____

BUSINESS DETAILS

(Please Tick One)
 REGISTERED/LIMITED SOLE TRADER PARTNERSHIP OTHER _____
 DATE OF INCORPORATION _____
 MANAGING DIRECTOR _____ PHONE _____
 ACCOUNTANT _____ PHONE _____
 ACCOUNTS PAYABLE CONTACT _____ PHONE _____
 _____ EMAIL _____

TRADE REFERENCES

1 _____ PHONE _____
 2 _____ PHONE _____
 3 _____ PHONE _____

AGREEMENT

Inter City Urgent Limited terms of trade are **STRICTLY** payment by the 20th of the month following service.
ALL costs in debt recovery including debt recovery agent's costs and solicitor's costs will be at the applicant's expense. The conditions of carriage are attached.

DECLARATION BY CREDIT APPLICANT

I, being the authorized officer of this business, agree and accept the terms of trade and the conditions of carriage. I also agree that you (The Supplier) will receive payment of all accounts within your stated credit terms. I appreciate that adherence to this obligation is the essence of the contract between us. I authorize you to obtain any information that is necessary to evaluate our credit worthiness. I accept that if we fail to pay our account, you are authorized to pass information to an outside agent to assist in the recovery of outstanding payments.

SIGNATURE _____ DATE _____ PRINTED NAME _____

INTERNAL USE ONLY

Entered _____ Approved by _____ Account Number _____ Start up Pack _____
 Notes _____

