



TERMS & CONDITIONS OF BUSINESS

1. Definitions

"The Carrier" means **Zed Logistics Ltd** (registered in England and Wales) whose registered office is at its notified address from time to time and, unless the context otherwise requires, includes any subcontractor appointed by the Carrier pursuant to Clause 3.

"The Customer" means the person, firm or company contracting for the services of the Carrier, including any other carrier who gives a Consignment to the Carrier for carriage.

"The Contract" means the contract of carriage between the Customer and the Carrier, which shall be subject to these Terms and Conditions.

"The Consignee" means the person or company to whom the Carrier agrees to deliver the Consignment.

"The Consignment" means goods (including documents and papers unless expressly excluded) whether in bulk or contained in one or more parcels, packages, containers or envelopes, sent at one time in one load by or for the Customer from one address to one address.

"Dangerous Goods" means dangerous substances as defined in applicable road transport legislation (including any amendments or replacements), explosives, radioactive materials, and any substance presenting a similar hazard.

2. General

The Carrier is not a common carrier and accepts Consignments at its sole discretion subject exclusively to these Terms and Conditions.

No employee, servant or agent of the Carrier has authority to alter or vary these Terms and Conditions unless agreed in writing by a Director of Zed Logistics Ltd.

3. Authority and Sub-Contracting

3.1 The Customer warrants that they are either the owner of the goods forming the Consignment or are authorised by the owner to accept these Terms and Conditions on their behalf.

3.2 The Carrier may subcontract the whole or any part of the carriage and shall provide the name of any such subcontractor upon reasonable request.

3.3 The Carrier contracts on its own behalf and, where applicable, as agent for its subcontractors.

3.4 Where goods are transported by rail, sea, inland waterway or air, Zed Logistics Ltd acts as agent for the Customer and such carriage shall be subject to the relevant carrier's terms and conditions.

4. Dangerous Goods

Dangerous Goods must be declared in advance by the Customer. If accepted by the Carrier, such goods must be properly classified, packed, labelled and documented in accordance with all applicable statutory regulations.

The Customer must provide all legally required transport documentation and emergency information, which must accompany the Consignment.

5. Delivery

Unless otherwise agreed in writing:

- The Carrier is not obliged to provide equipment, labour or facilities for loading or unloading beyond that carried on its vehicle.
- The Customer must provide any special equipment required.
- The Carrier accepts no liability where instructed to load or unload goods requiring special equipment not provided by the Customer, and the Customer shall indemnify the Carrier accordingly.

6. Consignment Notes

If requested, the Carrier will sign a document acknowledging receipt of the Consignment. Such document shall not constitute evidence of condition, declared value, quantity or weight.

7. Transit

7.1 Transit commences when the Carrier takes possession of the Consignment.

7.2 Transit ends when the Consignment is tendered for delivery at the Consignee's address.

7.3 Transit shall be deemed to have ended:

- If safe access or unloading facilities are unavailable, one hour after notice of arrival has been given;
- If delivery cannot be completed or goods are held awaiting instructions and such instructions are not provided within a reasonable time.

8. Undelivered or Unclaimed Goods

If delivery cannot be completed, the Carrier may store or sell the goods after reasonable notice. Proceeds will be applied to outstanding charges and expenses, with any balance returned to the Customer. The Carrier will use reasonable efforts to obtain a fair market value.

9. Carrier's Charges

9.1 Charges are based on the Carrier's current tariff at the time of service.

9.2 Invoices are payable within 30 days unless otherwise agreed.

9.3 The Carrier may charge interest on overdue amounts at 8% above the Bank of England base rate.

9.4 Charges are exclusive of VAT unless stated otherwise.

9.5 All sums must be paid without deduction, set-off or counterclaim.

10. Liability for Loss or Damage

10.1 The Carrier's liability is subject to the limitations set out below.

10.2 Unless insurance has been specifically arranged in writing prior to transit, the Carrier shall not be liable for loss of or damage to:

- Money, bullion, securities or negotiable instruments
- Jewellery, precious metals or stones
- Antiques, artwork, watches or furs
- Fragile items unless professionally packed
- Tobacco products, spirits, or controlled substances
- Human remains or hazardous materials

10.3 The Carrier shall not be liable for loss or damage arising from:

- Acts of God
- War, civil unrest, or government action
- Seizure under legal process
- Inherent defect or natural deterioration
- Insufficient packaging or labelling
- Industrial disputes
- Delay beyond the Carrier's reasonable control

10.4 The Carrier is not liable once transit has ended as defined in Clause 7.

11. Fraud

The Carrier shall not be liable where fraud is committed by the Customer or owner of the Consignment, unless such fraud involves complicity by the Carrier.

12. Limitation of Liability

12.1 Liability is limited to £1,000 per tonne or part thereof unless otherwise agreed in writing.

12.2 Liability for partial loss is limited to the proportionate value of the affected part.

12.3 The Carrier shall not be liable for indirect or consequential loss, including loss of profit or market.

12.4 Claims are limited to goods transported within Great Britain unless otherwise agreed.

13. Time Limits for Claims

13.1 Claims for damage must be notified in writing within 3 days of delivery and fully detailed within 7 days.

13.2 Claims for total loss or non-delivery must be notified within 14 days and fully detailed within 21 days from commencement of transit.

Failure to comply with these time limits may invalidate the claim.

14. Indemnity

The Customer shall indemnify the Carrier against:

- Losses arising from incorrect information, inadequate packaging or labelling
- Claims exceeding the Carrier's liability
- Loss or damage caused by Dangerous Goods
- Customs duties or penalties relating to the Consignment

15. Lien

The Carrier shall have a general lien over goods for any sums due. If unpaid within a reasonable time, the Carrier may sell the goods and apply proceeds toward outstanding charges and expenses.

16. Unreasonable Detention

The Customer shall be liable for any costs resulting from unreasonable detention of the Carrier's vehicles or equipment.

17. Force Majeure

The Carrier shall not be liable for failure to perform due to circumstances beyond its reasonable control, including but not limited to fire, weather, industrial disputes or government action.

18. Computation of Time

Where time periods of 7 days or fewer are stated, Saturdays, Sundays and public holidays shall be excluded.

19. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the English courts.

20. Arbitration

In the event of a dispute, the parties may agree to refer the matter to arbitration.

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