

Whitfield Acquisitions Limited Trading as Cyclone Terms & Conditions

1. All and any business undertaken, including any advice, or information given or service provided whether gratuitously or not by WHITFIELD ACQUISITIONS LIMITED TRADING AS CYCLONE of 13 Mandela Street, London, NW1 0DU. ("the Company") is transacted subject to (i) the conditions hereinafter set out and each condition shall be deemed to be incorporated in and to be a condition of the agreement between the Company and its Customers and (ii) where the goods are to be carried or delivered to destinations outside of the United Kingdom, by the terms and conditions imposed by any international carrier which the Company chooses ("International Carrier"). In such circumstances, the Company strongly advises that you read the International Carrier's terms and conditions.

2. In these terms and conditions ("these conditions") the expression "the Company" means and (unless the context precludes the same) includes the Company's servants, agents, and any person or persons carrying passengers or goods under the contract with the Company. "Customer" means any person who contracts for the services of the Company and includes the Customer's servants or agents or any persons carried as passengers on behalf of the Customer.

3. The Company is not a common carrier and will accept goods for carriage only on these conditions.

4. No agent of or person employed by or under contract with the Company has any authority to alter or vary in any way these conditions unless (previously) expressly authorised to do so by the Company in writing.

5. If any legislation is compulsorily applicable to any business undertaken, these conditions shall as regards such business be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by the Company of any rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if part of these conditions be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.

6. Customers entering into transactions of any kind with the Company for the carriage of goods expressly warrant that (i) they are either owners or the authorised agent of the owners of any goods to which the transaction relates; (ii) that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods; (iii) that the goods are not prohibited or classified as dangerous goods by any UK law, rule or regulation or by any law, rule or regulation of the country of destination (or any intermediate stop); (iv) that any value ascribed to the goods is correct; and (v) if applicable, all relevant customs, import or export or other laws or regulations of all countries to, from, through or over which the goods shall pass have been complied with.

The Customer also agrees to indemnify and hold the Company harmless from any claim liability or expense arising from the Customer's failure to comply with any applicable laws or regulations.

7. Any instructions or business accepted by the Company may in the absolute discretion of the Company be fulfilled by the Company itself by its own servants performing part or all of the relevant services or by the Company employing or instructing or entrusting the carriage of goods or passengers to other persons to perform part or all of the services.

8. Subject to express instructions given by the Customer and which are accepted by the Company in writing, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the carriage of passengers and in the handling, storage and transportation of goods. Further, if in the opinion of the Company it is at any stage necessary or desirable in the Customer's interest to depart from those instructions, the Company shall be at liberty to do so.

9. The Customer warrants that all goods entrusted to the Company for carriage have been properly and sufficiently packed, labelled and/or prepared.

10. (i) Where goods require customs clearance, it is the Customer's responsibility to provide complete and accurate documentation for this purpose. (ii) The Customer certifies that all statements and information provided relating to the exportation of the goods are true and correct. The Customer also acknowledges that should the Customer make any untrue or fraudulent statements concerning the goods or any of its contents, the Customer risks a civil lawsuit or criminal prosecution. The Customer agrees to indemnify the Company against any liability or expense (including any legal expenses) arising from the information or lack of sufficient information which the Customer provides to the Company and holds the Company harmless from any such claims that may be brought against the Company in that regard. (iii) In the event that any customs penalties, duties,

taxes, charges or other expenses are imposed or incurred by the Company as a result of any action by the customs authorities or as a result of any failure by the Customer to provide correct documentation or any licenses, permits or consents required in connection with the carriage of the goods, the Customer agrees to indemnify the Company in respect of any liability or expense (including legal costs) which may be incurred by the Company in relation to any such action or failure.

11. All offers and quotations by the Company for its services shall only remain open for acceptance for a period of seven days unless revoked, withdrawn or verified by the Company prior to such acceptance.

12. (i) All credit accounts are rendered at such periodic intervals as shall be the Company's policy from time to time and are subject to settlement within 30 days of date of invoice. Where payment is not received by that date any offer made by the Company to give a credit or discount for prompt settlement will automatically be deemed to be withdrawn and the Company reserves the right to impose a surcharge on all outstanding balances at the rate of one and a half percent per month. (ii) The Company charges the Customer a service charge of 10% of the value of each invoice issued to it at the time of issue of such invoice. Should the Customer pay the invoice within fifteen days of its date, then the service charge in respect of that invoice will be credited against the next invoice issued to the Customer.

13. (i) The Company shall only be responsible for any loss or damage to goods for any non-delivery or misdelivery if it is proved that the loss, damage, or non-delivery occurred whilst the goods were in the actual custody of the Company and under its actual control and that such loss, damage, non-delivery or misdelivery was due to the negligence or wilful default of the Company and in the event of the Company providing transport for a Customer of both a passenger or passengers and goods the carriage of such goods and any personal effects of any such passenger shall be solely at the risk of the Customer and the Company shall incur no liability of any kind in respect thereof, and the Customer is advised to insure against such risks. (ii) The Company shall only be liable for non-compliance or miscompliance with instructions given to it if it is proved that the same was caused by the negligence or wilful default of the Company. (iii) Save as aforesaid the Company shall be under no liability whatsoever however arising, and whether in respect of or in connection with any goods or instructions, business advice, information or service or otherwise, or as a result of: (a) Acts of God, which shall include earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost; (b) Force Majeure which shall include war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes and civil commotions; (c) National or local disruptions in air or ground transport networks or mechanical failure; (d) Latent defects in the contents of the goods (e) Electrical or magnetic damage to, or erasure of, electronic or photographic images or recordings; or (f) Any action or omission by any person outside the Company including, but not limited to, those of the sender or receiver of the goods, any interested third party, customs or other government officials and the postal service or any other carrier or third party who the Company may contract with. (iv) It shall be the responsibility of the Customer to satisfy himself that any load and/or goods that he wishes to have carried by the Company shall be suitable for conveyance in the vehicle or machine offered by the Company for the carriage of such load and/or goods arising from the suitability of such vehicle or machine. (v) Without prejudice to the generality of the foregoing, in the absence of express agreement by the Company's General Manager the Company can under no circumstances whatsoever accept any responsibility for any delay to either passengers or goods not due to the negligence or wilful default of the Company. (vi) Further and without prejudice to the generality of the preceding subcondition 13 (v) the Company shall not, whether under subconditions 13 (i) or (ii) or otherwise, be under any liability whatsoever for any detention of goods or for any consequential loss, damage or deterioration arising therefrom except where (a) the Customer shall have specified to the Company the nature of the goods and purpose of their transit and the Company through its General Manager shall have agreed in writing with the Customer a time schedule and specification in respect of the transit of the said goods; and (b) it shall be proved that such detention, delay, loss, damage or deterioration was due to the negligence of the Company.

14. Since the Company is unable to assess the cost to a Customer of the loss or damage of any goods it transports in no case whatsoever shall any liability of the Company however arising and notwithstanding any lack of explanation exceed the value of the relevant goods or £1,000 whichever

is the lower. If the relevant goods have any extra intrinsic value to the Customer or the Customer would suffer consequential losses in the event of their loss or damage then the Customer is advised to insure against such risks and losses since the Company is unable to warrant that its own insurance cover will be applicable to such loss or damage or (if applicable) will extend to cover any sums claimed. 15. The Company shall not be liable for loss or damage to any part of any consignments of goods (whether comprising one or more packages or parcels) or for the loss or non-delivery of the whole of any consignment of goods or for damage delay or detention thereof of any part thereof however caused unless the Company is advised thereof in writing of the fact of the loss or damage or misdelivery (as the case may be) within 7 days of the loss, damage or misdelivery occurring and a quantified claim is made in writing within 28 days of the occurrence.

16. The Company will not accept or handle any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Should the Customer nevertheless deliver such goods to the Company or cause the Company to handle or deal with any such goods he/she shall be liable for all direct and indirect loss or damage whatsoever caused by or to or in connection with the goods however arising and shall indemnify the Company 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 or by any other person in whose custody they may be at the relevant time.

17. The Company reserves the right to open and inspect the goods for any reason at any time.

18. Where the Company, sub-contractor or any chosen International Carrier is unable to complete the delivery of the goods, the relevant party shall contact the Customer to agree what further action should be taken. The Customer agrees to pay the Company for any costs incurred by the Company to contact the Customer and/or to arrange for further delivery attempts to be undertaken or to forward, dispose or return the goods to the Customer.

19. Where carriage or delivery of the goods by air involves an ultimate destination or stop outside the country of departure, the Warsaw Convention may apply (for the purposes of the this Condition, "Warsaw Convention" means (i) the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12th October 1929 or (ii) that Convention as amended or varied by any protocol or supplementary convention or (iii) any other international convention replacing any of the foregoing, whichever is applicable).

20. Except under special arrangements previously made in writing, the Company will not accept for transport cash, cheques, bullion, coins, precious stones, jewellery, valuables, antiques, pictures (excluding commercial artwork), alcohol, livestock or plants. Should any Customer nevertheless (whether knowingly or unknowingly) deliver such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with the goods however arising.

21. All sums shown to be due to the Company on its invoices sent to the Customer shall be paid to the Company immediately when due without any deductions and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.

22. The Company shall have a special lien on all goods for charges on such goods and shall also have a general lien against the owner of any goods for any monies on account due from such owner to the Company. If any lien is not satisfied within reasonable time the Company may in its absolute discretion sell the goods concerned and apply the proceeds in or towards discharge of the lien and the expenses of the sale.

23. No variation, extension or cancellation of these conditions shall be binding upon the Company unless and until it is confirmed in writing under the hand of a Director, the Secretary or other officer of the Company duly authorised in writing, and, for the avoidance of doubt, it is declared that no person other than such Director, Secretary or officer has authority to negotiate or enter into any commitment on behalf of the Company in any legal liability whatsoever.

24. In compliance with the Data Protection Act 1998, the Company is required to advise its Customers that commercial data collection and credit references may be sought, to protect our mutual business interests.

25. For quality assurance purposes, the Company may monitor and record any Customer telephone calls.

26. All agreements between the Company and its customers shall be governed by English Law and be within the exclusive jurisdiction of the English Courts.

Agreed and signed for and on behalf of

Authorised signature

Return to: info@cyclone-couriers.com