



BLACK CAT COURIERS LTD

Credit Account Application Form

The undermentioned applicant hereby applies for a credit account with Black Cat Couriers Ltd. On the Standard Terms and Conditions of Trading as printed overleaf, or as they may vary from time to time. The undersigned warrants that they are duly authorised to sign this application on behalf of the applicant.

Trading Name _____

Trading address _____

_____ Postcode _____

Telephone number _____ Fax number _____

Email _____

Company registration number (for Limited companies only) _____

Name of Parent or Holding Company (if applicable) _____

Registered Address _____

_____ Postcode _____

If Sole Trader or Partnership, full name(s), private address(es) and telephone number(s) _____

Nature of business _____ Number of employees _____

Accounts contact name _____ Accounts telephone number _____

Accounts email for invoices and statements _____

Monthly credit required £ _____ Person to contact regarding this application _____

Please supply two trade references

1. Name and Address _____

_____ Postcode _____

2. Name and Address _____

_____ Postcode _____

I guarantee that I have read and understood Black Cat Couriers Ltd Standard Terms and Conditions of Trading as printed overleaf and agree to be bound by them. I also agree that all invoices from Black Cat Couriers Ltd will be paid within 30 days of the invoice date.

Signed _____ on behalf of _____

Please print name _____ Position in company _____

Date _____ Please return (**with a copy of your company letterhead paper**) to:

Black Cat Couriers Ltd, G21A Waterfront Studios, 1 Dock Rd, London E16 1AH

Black Cat Couriers Ltd. Terms and Conditions of Trading

1. **Definitions.** "the Carrier" means Black Cat Ltd of G21A, Waterfront Studios, 1 Dock Rd, London E16 1AH (or such other address as it may notify the Customer) which expression shall, unless the context requires otherwise, include any sub-contractor appointed by the Carrier pursuant to Clause 3 below.

"the Customer" means the person or company who contracts 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 made subject to these Terms and Conditions.

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

"the Consignment" means goods in bulk or contained in one parcel, package or envelope, as the case may be, or any article or articles of any sort sent at one time in one load by order of the Customer. other than those expressly excluded in these Terms and Conditions.

"Dangerous Goods" means dangerous substances as defined in the Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 (and any amendment or replacement thereof), explosives, radioactive substances and any other substance presenting a similar hazard.

2. **General.** The Carrier is not a common carrier and accepts at its sole discretion Consignments for carriage only upon that condition and the Terms and Conditions contained herein. Save as may be agreed in writing by a Director of the Carrier, no servant or agent of the Carrier is permitted to alter or vary these Terms and Conditions in any way

3. Authority and Sub-Contracting.

3-a. The Customer warrants that he/she is either the owner of the goods in any Consignment or is authorised by such owner to accept these Terms and Conditions on such owner's behalf.

3-b. The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purposes of fulfilling the Contract in whole or in part and the name of every such other carrier shall be provided to the Customer on request.

3-c. The Carrier contracts for itself and (subject to paragraph 3-d) as agent of and trustee for its servants and agents and all other carriers referred to in paragraph 3-b above and such other carriers' servants and agents.

3-d. Notwithstanding paragraph 3-c, the carriage of goods in any Consignment by any form of transport arranged by the Carrier as agent of the Customer and shall be subject to the terms and conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment.

4. **Dangerous Goods.** Dangerous Goods must be disclosed by the Customer in advance and, if the Carrier agrees to accept them for Carriage, they must be classified, packed and labelled in accordance with the statutory regulations for carriage by road of the substance(s) declared. Transport Emergency Cards ("Tremcards") or information in writing in the manner required by the relevant statutory provisions or by the relevant body authorised by statute to make regulations must be provided by the Customer in respect of each substance and must accompany the Consignment.

5. **Delivery.** Unless the Carrier has agreed in writing to the Contrary with the Customer:

5-a. The Carrier shall not be under any obligation to provide any plant, power or labour required for loading or unloading the Consignment, other than that carried by the vehicle used by the Carrier;

5-b. The Customer warrants that any special equipment required for loading or unloading the Consignment which is not carried by the Carrier's vehicle will be provided or procured by the Customer;

5-c. The Carrier shall be under no liability whatsoever to the Customer and the Customer shall indemnify and hold harmless the Carrier for any damage, however caused, if the Carrier is instructed to load or unload any goods requiring special equipment if such equipment has not been provided or procured by the Customer.

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

7. Transit.

7-a. Transit shall commence when the Carrier takes possession of the Consignment, whether at the point of collection or at the Carrier's premises.

7-b. Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address **provided that**

7-b.1. If no safe and adequate access or, if applicable, no adequate unloading facilities there exist, then transit shall be deemed to end at the expiry of one hour after notice by telephone of the arrival of the Consignment at the Carrier's premises has been given to the Consignee; or

7-b.2. When, for any other reason whatever, a Consignment cannot be delivered or when a Consignment is held by the Carrier to "await order" or upon any like instructions and such instructions are not given or the Consignment is not called for and removed within a reasonable time determined by the Carrier, then transit shall be deemed to end at the expiry of such reasonable time.

8. Undelivered or Unclaimed Goods

8-a. Where the Carrier is unable for any reason to deliver a Consignment to the Consignee or as he/she may order, or when by paragraph 7b above transit is deemed to be at an end, the Carrier may sell the goods comprising the Consignment. Payment or tender of the proceeds after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the Consignment shall (without prejudice to any claim or right which the Customer may have against the Carrier otherwise arising under these conditions) discharge the carrier from all liability in respect of the Consignment.

8-b. Notwithstanding the generality of paragraph 8-a above, the Carrier shall use his/her reasonable endeavours to obtain a reasonable price for the Consignment and the Carrier's power of sale shall not be exercised where the name and address of the Customer or the Consignee is known unless the Carrier shall use its reasonable endeavours to give notice to the Customer and 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. Carrier's Charges.

9-a. The Carrier's charges shall be made in accordance with its tariff current at the time of the Contract. Invoices will be prepared by the Carrier at least once a month. Credit facilities may be withdrawn by the Carrier at its absolute discretion at any time and the balance outstanding shall become due immediately on demand.

9-b. The Carrier's charges shall be payable by the Customer without prejudice to the Carrier's rights against the Consignee or any other person. Without prejudice to the generality of the foregoing, when goods are consigned "carriage forward", the Customer shall not be required to pay such charges unless the Consignee fails to pay after demand has been made by the Carrier for the payment thereof and such demand has not been paid within the time stipulated by the Carrier to the Consignee.

9-c. Charges shall be payable on the expiry of any time limit notified to the Customer (whether on any invoice or otherwise) or, failing such notification, 30 days after the relevant invoice and the Carrier shall be entitled to interest at 3% above the base rate of HSBC Bank plc calculated on a daily basis on all amounts overdue to the Carrier. Any queries as to the correctness of the invoice must be made in writing within fourteen days of issue of the invoice otherwise it will be payable in full.

9-d. Unless stated otherwise, all quotations given based on a weight charge shall apply to the gross weight of the Consignment.

9-e. Unless stated otherwise, all charges quoted are exclusive of Value Added Tax.

9-f. All sums due to the Carrier shall be paid without deduction, set-off or abatement and the Customer shall not withhold or defer any payment on account of any claim or counterclaim and acknowledges that any such claim or counterclaim whatsoever by the Customer against the Carrier must be subject to separate proceedings.

10. Liability for Loss and Damage.

10-a. The Customer shall be deemed to have elected to accept the terms set out in paragraphs 10-b and 10-c below unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery or damage to the Consignment 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.

10-b. Save where the Customer has made specific arrangements for insurance with the Carrier prior to commencement of transit of the Consignment (as determined in accordance with Clause 7-a), the Carrier shall not be liable for any loss or mis-delivery or damage to bullion, money, securities, deeds, bills of exchange, promissory notes, stamps, photographs, documents of title to property, jewellery, precious stones, precious metals, non-ferrous metals other than in component form, antiques, watches, furs, drugs, cassettes, videos, CDs, spirits, tobacco and cigarettes or fragile or breakable articles and the Customer shall indemnify and hold harmless the Carrier in respect of any loss or damage caused in respect thereof to any person whatsoever. In addition the Carrier shall not carry any passengers under any circumstances.

10-c. The Carrier shall not be liable in respect of any loss or mis-delivery of or damage to any Consignment if the same has arisen from and the Carrier has used reasonable care to minimise the effects of:

10-c.1. Acts of God;

10-c.2. Any consequences of war, hostilities (whether war or not), act of foreign enemy, civil war, rebellion, insurrection, military or usurped power of confiscation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;

10-c.3. Seizure or forfeiture under legal process;

10-c.4. Act, omission, misstatement or misrepresentation by the Customer or other owner of the Consignment or by servants or agents of either of them;

10-c.5. Inherent liability to wastage in bulk or weight, defect or inherent defect, natural deterioration or fragility of the Consignment (notwithstanding that it may be marked "Fragile");

10-c.6. Insufficient or improper packing;

10-c.7. Insufficient labelling or addressing;

10-c.8. Riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;

10-c.9. The Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered;

10-c.10. Failure or delay in delivery for any reason whatsoever beyond the control of the Carrier.

10-d. The Carrier shall not in any circumstance be liable for loss or damage to the Consignment after transit of such goods is deemed to have ended within Clause 7 above, 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.

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 Customer or the owner of the Consignment or any part thereof or the servants or agents of either of them in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his/her employment.

12. Limitation of Liability

12-a. The liability of the Carrier for loss of or damage to any Consignment shall be limited to a maximum of £500.00 (being the limit of the Carrier's insurance policy), whether such loss or damage was due to the fault or negligence of the Carrier or its servants, agents or employees or otherwise. If the Customer wishes to arrange a higher level of liability in respect of any Consignment, then it should apply to the Carrier who may be able to arrange this at an additional charge to the Customer.

12-b. Whether the mis-delivery, loss or damage, howsoever sustained, is in respect of a part only of the Consignment, the Carrier's liability shall be limited to the actual value of that part of the Consignment or where such value cannot be readily ascertained a sum representing the value of the proportion which the part of the Consignment mis-delivered, lost or damaged represents, based on the open market value of the total Consignment.

12-c. The Carrier shall not in any circumstances be liable for any indirect or consequential loss or damage or for loss of a particular market whether held daily or at intervals.

12-d. The Carrier shall be entitled to receive written proof of the value of the Consignment damaged or lost and shall be afforded by the Customer a reasonable opportunity to inspect the Consignment when delivery has been effected to the Consignee.

12-e. The Carrier shall only be liable for loss or damage occurring within the geographical limits of Great Britain. For journeys outside these limits, liability shall be restricted to the amount of cover provided by the international agent or carrier chosen at the Carrier's absolute discretion.

13. Time Limits for Claims.

13-a.1. Loss of a parcel or package or item(s) from an unpacked Consignment or for damage to a Consignment or any part of a Consignment unless it is advised thereof in writing otherwise than upon a consignment note or delivery document within 3 days and the claim giving details of quantum and the circumstances of any loss is made in writing within 7 days after the termination of transit as determined above;

13-a.2. Loss or mis-delivery or non-delivery of the whole of the Consignment or any separate parcel or package forming part of a Consignment unless the Carrier is advised of the loss, mis-delivery or non-delivery in writing, otherwise than upon a consignment note or delivery document within 14 days and the claim giving details of quantum and the circumstances of any loss is made in writing within 21 days after the commencement of transit as determined above.

14. Indemnity to the Carrier.

14-a.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 Customer or other owner of the Consignment or by any servant or agent of either of them, insufficient or improper packaging, labelling or addressing of the Consignment or fraud;

14-a.2. All claims and demands whatsoever by whomsoever made in excess of the liability of the Carrier under these Terms and Conditions;

14-a.3. All losses suffered by and claims made against the Carrier resulting from loss of or damage to property caused by or arising out of the carriage by the Carrier of Dangerous Goods whether or not declared by the Customer as such;

14-a.4. 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.

15. **Lien** The Carrier shall have a general lien against the Customer, where the Customer is the owner of the Consignment, for any monies whatever due from the Customer to the Carrier. If such lien is not satisfied within a reasonable time, the Carrier may at its absolute discretion sell the Consignment or part thereof, as agent for the Customer and apply the proceeds towards monies due and the expenses of the retention, insurance and sale of the Consignment and shall, while accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment. Where the Customer is not the owner of the Consignment, the Carrier shall have a particular lien against the said owner, allowing the Carrier to retain possession, but not dispose of, the goods against monies due from the Customer in respect of the Consignment.

16. **Unreasonable Detention.** The Customer shall be liable for the cost of unreasonable detention of any vehicle, trailer or other item of the Carrier, but the rights of the Carrier against any other person shall remain unaffected.

17. **Impossibility of Performance.** The Carrier shall be relieved of its obligation to perform a Contract to the extent that performance is prevented by the failure of the Customer, fire, weather conditions, industrial dispute, labour disturbance or cause beyond the reasonable control of the Carrier.

18. **Computation of Time.** In the computation of time, where any period of days provided by these Terms and Conditions is 7 days or less, Saturdays, Sundays and all Bank or Public Holidays shall be excluded.

19. **Governing Law and Jurisdiction.** These Terms and Conditions and all Contracts shall be governed by and construed in accordance with the Laws in England and any proceedings in relation thereto shall be subject to the exclusive jurisdiction of the English Courts.