

Terms and Conditions

1. DEFINITIONS The following definitions shall apply to the terms and conditions set out below which govern this contract of carriage between you and us:

"We", "us" and "our" means GMR Couriers respective employees, agents and independent contractors;

"You" and "your" means the sender, holder of the consignment note, receiver and owner of the contents of the delivery or any other party having legal interest in those contents.

"Carriage" means and includes the whole of the operations and services undertaken by us in connection with the delivery;

"Goods" means an envelope, document, package or parcel which is or are given to and accepted by us for carriage and is transported under a consignment note.

2. THE PARTY WHOM YOU ARE CONTRACTING Your contract is with GMR Couriers or any of their independent contractors that originally accepts the goods from you. You agree that we may sub-contract the whole or any part of the carriage on any terms and conditions we decide.

3. NOT A COMMON CARRIER The carrier is not a common carrier and accepts no liability as such and may in its absolute discretion:

- Refuse carriage of any item for any person
- Refuse to provide any of the services to the consignor whether before or after the carriage of goods has commenced and
- Open any document, envelope, package or other container in which the goods are placed or packaged, or the goods, to inspect the goods to determine the nature or condition of the goods, or where any consignment note or identifying document or mark is lost, damaged or destroyed, to ascertain the ownership or destination of the goods

4. YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS By giving us your goods you accept our terms and conditions set out in this contract of carriage on behalf of yourself or anyone else who has an interest in the goods irrespective of whether you have signed the front of the consignment note or not. Our terms and conditions also cover anyone we use to collect, transport or deliver your goods. None of our employees, agents or sub-contractors are authorised to alter or modify these terms and conditions. Where you give us the goods with oral or written instructions which conflict with these terms and conditions, we shall not be bound by such instructions.

5. UNACCEPTABLE GOODS We do not accept as delivery anything that:

- is a prohibited item (listed on our website);
- anything restricted by the dangerous goods regulations.

6. THE SERVICES The courier shall use all reasonable efforts to deliver in accordance with its regular delivery schedules but these are not guaranteed. Time for the delivery shall not be of the essence in respect of the performance of the services. If the customer uses a "non pod" service i.e. delivery of consignments where the courier is not required to obtain a proof of delivery from the consignee, then the courier may effect delivery by leaving the consignment in a porch, garage, shed, back door, letter box, or other location at the delivery point where (in reasonable view of the courier) the consignment is out of sight of the general public and will not be damaged by normal weather conditions ("safe place"). Delivery is deemed to take place when the consignment is left in a safe place at the delivery point and GMR shall have no liability for any loss or damage occurring after delivery.

7. INCORRECT ADDRESS AND PO BOX NUMBERS If we are unable to deliver a document etc. because of incorrect address, we will make all reasonable efforts to find the correct address. We will deliver or attempt to deliver the item. to the correct address for an additional charge determined by the inconvenience caused. Please note we are not able to deliver to PO Box Numbers

8. EXTENT OF LIABILITY Subject to clause 9 below we limit our liability for any loss, damage or delay of your goods or any part of it as follows :

We limit ourselves, any of our employees or any subcontractors that we choose to deliver your goods , to a maximum of £10,000 in respect of a claim for loss during goods in transit on dedicated services. Or maximum £200 on small parcel next day service.

We limit ourselves, any of our employees or subcontractors that we choose to deliver your goods, to a maximum of £1,000,000 in respect of a claim against public liability.

9. EXCLUSIONS 9.1 We shall not be liable for any consequential or special damages or loss (including loss of income, profits, markets, use of contents or loss of an opportunity) or other indirect loss arising from the loss, damage, delay, mis-delivery or non-delivery of your goods even if we had knowledge that such damages or loss might arise.

9.2 we shall not be liable for damage to glass/fragile items or liquid/food in glass. These items will only be accepted for carriage at the risk of the sender.

9.3 We shall not be liable if your goods or any part of it is lost, damaged, delayed or mis-delivered or not delivered at all as a result of:

- circumstances beyond our control such as:
 - acts of God which shall include earthquakes, cyclones, storms, flooding, fire, disease, fog, snow, frost;
 - force majeure which shall include war, accidents, acts of public enemies, strikes, embargoes, perils of air local disputes, and civil commotion's;
 - national or local disruptions in air or ground transportation networks, mechanical problems to modes of transport or machinery;
- latent defects or inherent vice in the contents of your goods.
- your acts or omissions of those of Third Parties such as:
 - you being in breach of any other party claiming an interest in the goods causing you to breach your obligations under these terms and conditions.
 - the contents of the goods consisting of any article which is a prohibited item even though we may have accepted the goods by mistake.

10. CHARGES All Prices quoted are exclusive of VAT. The customer shall pay the charges without set-off, withholding or deduction. If the customer fails to pay any sum due within maximum of 30 days of the date of GMR's invoice for such sum, GMR shall without prejudice to any other right or remedy that it may have, be entitled to immediately suspend the provision of the services or any part thereof, any consignments as yet undelivered upon suspension shall remain undelivered. GMR will also be entitled to charge the customer interest at the rate of interest specified from time to time in the late payments of commercial debts (interest) act 1998 calculated daily from the due date for payment until the date on which the obligation of the customer to pay the sum is discharged (whether before or after any judgement)

11. LEIN GMR shall have a specific and general lien on any consignment and associated documentation during carriage for all charges due. We shall be entitled to sell or dispose of the consignment and associated documentation at your expense after having given 14 days notice of such disposal and to apply any proceeds towards payment of any overdue charges. We shall account to you for any amounts exceeding the overdue charges and associated expenses and shall then be discharged from any liability with regard to the consignment and associated documentation.

12. INCREASED LIMITS OF LIABILITY If you are dissatisfied with our limits of liability then you must take out your own separate insurance cover for goods in transit, if the value of the goods exceeds our goods in transit liability of £10,000 on dedicated. or £200 on next day service.

13. RATES AND PAYMENT You agree to pay our charges for the carriage between the locations specified on our consignment notes and any value added taxes for the carriage within 30 days from invoice date such charges to be calculated in accordance with the rates applicable, or any quote that has been agreed separately with you.

We reserve the right to charge interest on all outstanding balances exceeding our agreed terms at the rate of 4% per month above HSBC Bank base lending rate.

14. CLAIMS PROCEDURE In case of loss or damage resulting in a claim you must immediately notify our office within seven working days from the date of carriage. Your rights are not affected.

15. LAW AND JURISDICTION Disputes arising from this contract of carriage relating to the amount of monies owed to us by you shall be subject to the laws and courts of the country in which GMR Couriers or any of our independent contractors that accepts your shipment for carriage is based.