

TERMS & CONDITIONS

1. ACCEPTANCE OF TERMS

1.1 These Terms apply to the Services ordered by the Customer and provided by Menzies (and any sub-contractor of Menzies) to the Customer to the exclusion of all other terms and conditions which may have been submitted by the Customer or which may otherwise be implied by trade, custom, practice or course of dealing unless otherwise expressly agreed by Menzies in writing. These Terms apply only to:

(a) the provision of the Services in the United Kingdom by road. If you require collect or delivery services outside the United Kingdom or delivery services other than by road, different terms will apply. Please contact us for a copy of the applicable terms;

(b) Services provided to Business Account Customers. They shall not apply to Services ordered by business customers who do not have an account with Menzies or to Services ordered by consumers; and

(c) orders for Services placed directly by Customers with Menzies. They shall not apply to collection or delivery services placed with a third party for whom Menzies is a sub-contractor. Any issues with services ordered by the Customer with third party providers should be addressed directly with that third party. Menzies shall not be liable to the Customer as a result of any services performed by Menzies as a third party's sub-contractor.

1.2 Please read these Terms carefully. These Terms apply to all Orders to provide the Services received by Menzies whether in person, by e-mail or over the telephone. These Terms will also apply to Orders made on an Online Ordering System. **These Terms contain limitations on Menzies' liability and specify the way in which a claim for Loss or Damage must be made (please see in particular Condition 9).**

1.3 In the event of a conflict between these Terms and/or the Sales Pack and/or the Confirmed Details, the order of priority shall be: (1) the Confirmed Details; (2) the Sales Pack; and (3) these Terms.

1.4 Menzies may contact the Customer regarding the Services using the details set out in the Confirmed Details or otherwise provided to Menzies.

1.5 The Contract regarding the relevant Services will be formed upon the earlier of the Customer: a) receiving the Confirmed Details and/or Consignment Number from Menzies; b) confirming to Menzies its acceptance of the Charges for an Order verbally or by e-mail; or c) confirming an Order through an Online Ordering System. The Customer shall be deemed to have accepted these Terms by signing and returning to Menzies the Sales Pack or by placing an Order for the Services (after having been provided with the Sales Pack but regardless of whether the Sales Pack has been signed and returned).

1.6 Menzies reserves the right to amend these Terms upon providing the Customer with thirty (30) days prior written notice and such amended Terms shall apply to all Orders placed subsequent to the effective date of amendment of the Terms.

2. DEFINITIONS AND INTERPRETATION

2.1 Where relevant, all terms used in these Terms shall have the meaning given to them in these Terms or the relevant Confirmed Details. For the purposes of these Terms:

2.1.1 "**Acceptable Goods for Carriage**"

means those Consignments which comply with Menzies' conditions of carriage and therefore:

- (a) do not exceed the weight or dimension limitations set out in the Sales Pack;
- (b) comply with any other conditions set out in these Terms, the Sales Pack or notified to the Customer from time to time;
- (c) comply with all applicable laws and regulations; and
- (d) are properly packaged to avoid damage to themselves and other consignments (including, without limitation, all boxes should be adequately taped shut to contain and support the weight of the goods inside, sharp edges and corners should be avoided, all bare

metals must be completely wrapped, and fragile items should be packed in layers of bubble wrap, polystyrene bobbles or similar products to protect goods from impact and clearly labelled with fragile tape or stickers);

2.1.2 "**ADR**" means the ADR European Agreement Concerning the International Carriage of Dangerous Goods by Road as the same may be amended or substituted from time to time;

2.1.3 "**Business Days**" means any day other than a Saturday or a Sunday or public or bank holiday in Scotland or England and Wales;

2.1.4 "**Business Account Customer**" means an account customer of Menzies that has accepted these Terms as provided for in Condition 1.5;

2.1.5 "**Charges**" means the sums due by the Customer to Menzies in relation to the Services in accordance with the Prices set out in the Sales Pack or as otherwise advised to the Customer and which are confirmed as part of the Online Ordering System or in the relevant Confirmed Details;

2.1.6 "**Collection Point**" means the location at which Menzies is to collect a Consignment;

2.1.7 "**Collection Services**" means the collection of a Consignment from the relevant Collection Point;

2.1.8 "**Collection Time**" means the date and time by which Menzies has undertaken to collect a Consignment as part of the Services, as set out in the Sales Pack, Confirmed Details or otherwise;

2.1.9 "**Confirmed Details**" means the details relating to the Services which are confirmed to the Customer (whether set out in an e-mail provided to the Customer following the placing of an Order and/or those details provided in the Online Ordering System and/or those details otherwise confirmed to the Customer as part of the ordering process) which details set out the basis upon which the Services will be provided;

2.1.10 "**Consignment**" means goods (whether a single item or multiple items in bulk or contained in one parcel, package or container or any number of separate items, parcels, packages, pallets or containers) being carried under a Contract;

2.1.11 "**Consignment Number**" means,

where relevant, in relation to each Consignment the number issued to the Customer by Menzies;

2.1.12 "**Contract**" means each contract comprising the Order, the Sales Pack, the relevant Confirmed Details and these Terms;

2.1.13 "**Customer**" means the Business Account Customer which places an Order;

2.1.14 "**Damage**" means any damage to a Consignment occurring during the time when Menzies is responsible for the Consignment (as determined in accordance with Condition 4) by reference to the condition the Consignment was in at the time it was collected by Menzies or deposited at the Depot (as relevant);

2.1.15 "**Dangerous Goods**" means any goods which Menzies deems in its sole discretion to be dangerous from time to time (including without limitation the type of goods listed as dangerous in The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment (Amendment) Regulations 2011 and the ADR or any other rules applicable to the transportation or other services regarding dangerous goods);

2.1.16 "**Delivery Point**" means the agreed location where Menzies has undertaken to deliver a Consignment as part of the Services;

2.1.17 "**Delivery Services**" means the transportation of a Consignment from either the Depot or the Collection Point;

2.1.18 "**Delivery Time**" means the date and time by which Menzies has undertaken to deliver a Consignment to the Delivery Point as part of the Services as set out in the Sales Pack, Confirmed Details or otherwise;

2.1.19 "**Depot**" means the Menzies or third party depot set out in the Confirmed Details where, if applicable, the Customer has deposited the Consignment, or has arranged for the Consignment to be deposited;

2.1.20 "**Firearms**" means firearms of any description (whether modern or antique) and including without limitation: (i) air rifles of any description including paintball guns; (ii) de-activated or display firearms of any description; and (iii) replica firearms or realistic imitation firearms of any description;

2.1.21 "**Goods Not Under Liability**" means items such as (but not limited to) any acrylics, antiques, ceramics, cheques, china, fibre glass, furs, glass, jewellery, legal or business

documents, memorabilia, perspex, porcelain, pottery, precious metals, stamps, tickets, tobacco, watches, wines & spirits, works of art or anything of a similar nature to each of the foregoing and other items listed as "Goods Not Under Liability" in the Sales Pack;

2.1.22 "**Goods Not Accepted**" means the items in relation to which Menzies shall not be obliged to perform the Services and which the Customer is prohibited from including in any Consignment without Menzies' prior agreement including without limitation Firearms and any other items noted as "Goods Not Accepted" in the Sales Pack or otherwise notified by Menzies to the Customer from time to time as being "Goods Not Accepted";

2.1.23 "**Loss**" means, in respect of a Consignment, during the time when Menzies is responsible for the Consignment (as determined in accordance with Condition 4) the misplacement, mis-delivery, physical loss or inability to locate that Consignment. No Loss shall be deemed to have taken place until three (3) days after the Delivery Time;

2.1.24 "**Menzies**" means Menzies Parcels Limited a company registered in Scotland with registered number SC201118 and having its registered office at 2 Lochside Avenue, Edinburgh Park, Edinburgh EH12 9DJ;

2.1.25 "**Non-Parcel Consignment**" means a Consignment other than a Parcel Consignment;

2.1.26 "Online Ordering System" means the relevant online ordering system made available for Customers to place Orders for the Services from time to time but excluding always the online ordering system made available at Parcel2Go.com;

2.1.27 "**Orders**" means an order for the provision of the Services, whether placed in person, over the telephone, by e-mail or via an Online Ordering System;

2.1.28 "**Parcel Consignment**" means a Consignment that:

Parcels: a) weighs up to 30 kilograms; and b) is no longer than 2050MM x 300MM x 300MM; as such weight and size restrictions may be amended from time to time in the Sales Pack;

Pallets: a) weighs up to 1500 kilograms; and b) is no longer than 2.4M x 1.2m x

2.2m; as such weight and size restrictions may be amended from time to time in the Sales Pack;

2.1.29 "**Perishable Items**" means any fresh, consumable, delicate or fragile goods, including without limitation fresh or frozen food;

2.1.30 "**Prices**" means the rates as set out in the Sales Pack;

2.1.31 "**Recipient**" means the recipient of the Consignment;

2.1.32 "**Sales Pack**" means the sales pack provided by Menzies to Customers (including the "How to Send it" booklet) setting out, among other things, the Prices and costs of additional liability as the same may be updated by Menzies from time to time;

2.1.33 "**Services**" means the Services set out in these Terms including, without limitation, the Collection Services and / or the Delivery Services;

2.1.34 "**Terms**" means these terms and conditions as the same may be amended from time to time by Menzies; and

2.1.35 "**Transit**" means the period of time when the Consignment is in Menzies' (or its sub-contractor's) possession or control, which shall commence and end as set out in Condition 4.

3. THE SERVICES

3.1 In consideration of the payment by the Customer of the Charges (pursuant to Condition 7 hereof) for the same, Menzies shall supply the Services in accordance with the terms and conditions of the Contract. The Customer agrees and acknowledges that Menzies is not a common carrier and furthermore may refuse to accept any Consignment or part thereof or refuse to perform the Services in relation to any Consignment it has already accepted where the Consignment does not comply with these Terms.

3.2 Menzies shall use reasonable endeavours to perform the:

3.2.1 Collection Services by or before the Collection Time; and

3.2.2 Delivery Services by or before the Delivery Time;

however, the Parties acknowledge that the Collection Time and Delivery Time are estimates only and time is not of the essence regarding the Services.

3.3 Menzies shall perform the Services in a professional manner using reasonable skill and care.

3.4 Menzies shall not be required to perform the Collection Services and the Delivery Services other than at the specified Collection Point and/or the Delivery Point. If Menzies agrees to perform the Services other than at the specified Collection Point and/or the Delivery Point it shall be at the sole risk of the Customer.

3.5 Menzies shall be permitted to amend the Services as required to comply with any applicable law or safety requirement or otherwise in any manner which does not materially change the nature or level of the Services. Menzies will use reasonable endeavours to notify the Customer of such changes.

3.6 Other than where provided otherwise under these Terms, nothing in a Contract shall operate to grant Menzies any right, title or interest in or in relation to any Consignment which is carried or stored by Menzies in relation to the Services (title for which will remain at all times with the Customer, or the relevant owner, as appropriate).

3.7 Menzies shall be entitled to appoint sub-contractors to perform all or part of the Services and such sub-contractors may in turn appoint sub-sub-contractors. Menzies contracts for itself and as agent of and trustee for its employees, agents, and such sub-contractors employed to perform the Services and their respective employees and agents. Any such sub-contractors shall have the benefit of the Contract, shall be entitled to enforce the Contract directly against the Customer and, collectively and together with Menzies (in aggregate), shall be under no greater liability to the Customer or any other party than Menzies is under these Terms.

3.8 The carriage of any Consignment by rail, sea, inland waterways, or air is arranged by Menzies as the Customer's agent and shall be subject to the conditions of the rail, shipping, inland waterway or air carrier contracted to

carry the Consignment. Menzies shall be under no liability whatsoever to whomsoever and howsoever arising in respect of such carriage: provided that where the Consignment is carried partly by road, and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Consignment was being carried by road unless the contrary is proved by Menzies.

3.9 Menzies shall not be obliged to accept any Dangerous Goods or any other Goods Not Accepted in any Consignment and Menzies shall only provide the Services in respect of the same where Menzies expressly agrees to do so, which may be subject to the acceptance by the Customer of additional exclusions of liability and other, terms and conditions, at Menzies' sole discretion. The Customer agrees that Menzies or any third party (including a governmental authority) may open and inspect the Consignment at any time and the Customer consents to the Consignment being inspected, x-rayed and subjected to other tests and screening methods. If the Consignment does contain Goods Not Accepted or Dangerous Goods and Menzies has not accepted them prior to the Services commencing, Menzies may deal with the Consignment in its sole and absolute discretion (without incurring any liability to the Customer or the Recipient) including destroying or otherwise disposing of the Consignment or returning it to the Customer. Menzies shall be entitled to charge the Customer for any cost to destroy, dispose of or return the Consignment.

3.10 Menzies may, in its sole discretion, accept Dangerous Goods provided that:

3.10.1 the amount carried is under the limited quantity provisions of Chapter 3.4 of the ADR;

3.10.2 the carriage of the Consignment is within the United Kingdom mainland;

3.10.3 the Customer classifies, packages and labels the Consignment in accordance with any and all applicable legislation (including without limitation the ADR and The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment (Amendment) Regulations 2011) and any requirements of Menzies); and

3.10.4 the Customer complies with all other requirements set out in the applicable legislation (including without limitation the

carry the Consignment. Menzies shall be under no liability whatsoever to whomsoever and howsoever arising in respect of such carriage: provided that where the Consignment is carried partly by road, and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Consignment was being carried by road unless the contrary is proved by Menzies.

ADR and The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment (Amendment) Regulations 2011) and all other requirements of Menzies.

3.11 Menzies reserves the right to dispose of a Consignment which is or has become in its reasonable opinion, unsafe, hazardous or harmful.

3.12 In relation to the collection of Consignments into Transit, Menzies shall either: (i) sign a hard copy document which will then be held and inputted onto its system; or (ii) sign or scan into electronic records (using an electronic proof of delivery device), acknowledging receipt of the Consignment by Menzies;

3.13 Where a "Signed For" Service is provided (as detailed in the Sales Pack) or otherwise the signature of the Recipient is necessary, the Recipient will be required to either: (i) sign a hard copy document which will then be held and inputted onto its system; or (ii) sign or scan into electronic records (using an electronic proof of delivery device), acknowledging receipt of the Consignment by the Recipient at the time of delivery (with such signature forming proof of delivery).

3.14 Menzies shall not inspect the Consignment at any point before or during Transit. Menzies' signature on any document (whether a document prepared by the Customer or the Recipient or a document under Conditions 3.12 or 3.13) acknowledging receipt or delivery of the Consignment, shall not be evidence of the declared condition, nature, quality, value or weight of the Consignment. The burden of proving the conditions of the Consignment and its nature, quality, value or weight in a case of a dispute shall rest with the Customer.

4. COLLECTION AND DELIVERY

4.1 If Menzies believes it will be unable to perform the Collection Services by the Collection Time and/or the Delivery Services by the Delivery Time, Menzies shall notify the Customer of such inability and the new anticipated Collection Time and/or Delivery Time.

4.2 Subject to Condition 9 below, Transit shall and Menzies' responsibility for each Consignment shall commence, and accordingly risk in each Consignment shall pass to Menzies, when Menzies, its agents or sub-contractors: a) takes physical control of that Consignment at the relevant Collection Point or Depot; or b) where a signature is provided under Condition 3.12 above.

4.3 Subject to the remainder of this Condition, Transit shall and Menzies' responsibility for each Consignment shall terminate, and accordingly risk in each Consignment shall pass to the Customer, when Menzies, its agents or sub-contractors unloads that Consignment at the Delivery Point or where a signature is provided under Condition 3.13 above.

4.4 In the event the Recipient is not at the Delivery Point and the Customer has provided Menzies with special delivery instructions which mean the Recipient's signature is not required on delivery, then provided Menzies carries out such instructions and the Delivery can be effected at the Delivery Point, Transit shall and Menzies' responsibility for each Consignment shall terminate upon Delivery, and accordingly risk in each Consignment shall pass to the Customer.

4.5 Menzies shall make one (1) attempt to collect and a maximum of two (2) attempts to deliver a Consignment. Where, having made the foregoing attempts Menzies is unable to complete the Collection Services and/or Delivery Services (including, but not limited to, as a result of the Recipient not being available to take delivery or no safe or adequate access or unloading facilities exist at the Collection Point or Delivery Point) Menzies shall:

4.5.1 not, in the case of a failed collection, be required to attempt a further collection; and

4.5.2 in the case of a Consignment which has been collected but which has not been delivered, be entitled to return the Consignment to the Depot, another Menzies depot or the depot of an appropriate third party and leave a request for the Recipient to contact Menzies to arrange an alternative delivery or to collect the Consignment from Menzies or the third party depot.

4.6 In the event that a Consignment is held by Menzies or a third party for: (i) delivery at an alternative Delivery Time; or (ii) collection by the Recipient, either due to a failed delivery under Condition 4.5.2 or as a result of instructions from the Customer or the Recipient, and the Customer or the Recipient does not arrange an alternative Delivery Time or the Consignment is not so collected by the Recipient or the Customer within three (3) Business Days following: (a) the date notice is given to the Recipient and/or the Customer that a Consignment is being held in accordance with Condition 4.5.2; or (b) the proposed date of collection under such Recipient/Customer instructions, Menzies' responsibility for the Consignment shall terminate, and accordingly risk in each Consignment shall pass to the Customer. Menzies shall be entitled to deliver the Consignment back to the Customer and Menzies reserves the right to charge for such return of the Consignment to the Customer by Menzies.

4.7 Where Menzies attempts to deliver a Consignment but the Recipient does not accept a Consignment, Menzies shall notify the Customer and may in its sole discretion either return the Consignment to the Customer or hold the Consignment at a Menzies or third party depot and advise the Customer that the Consignment is available for collection. Menzies reserves the right to charge for such return of the Consignment to the Customer by Menzies. Menzies does not accept any liability for or in relation to the Consignment for such holding and/or return service.

4.8 Where Menzies is unable to deliver a Consignment to the Recipient, as the Recipient of a Consignment is unidentifiable for whatever reason, Menzies shall send such Consignment to any of its, or its sub-contractors', facilities for investigation without delay and shall notify the Customer. If the Customer cannot or does not promptly provide the required information in respect of the Recipient to enable the Delivery Services Menzies shall be entitled to deliver the Consignment back to the Customer and Menzies reserves the right to charge for such return of the Consignment to the Customer by Menzies.

4.9 If the Customer cannot be identified

for the purposes of holding and/or returning a Consignment, then the Consignment will be held at either Menzies' or its sub-contractor's or other appropriate third party's premises (as applicable) for a further three (3) calendar months.

4.10 At all times a Consignment is held at a Menzies depot or a depot of a subcontractor or a third party in accordance with this Condition 4 the Consignment shall be held in accordance with the relevant policy of Menzies or its sub-contractors or the relevant third party for the holding of such Consignments.

4.11 Where any failure to perform the Collection Services or the Delivery Services is due to the Consignment being a Goods Not Accepted or due to the act or omission of the Customer (including without limitation insufficient or improper labelling or addressing of the Consignment or any mis-statement or mis-representation by the Customer, the owner of the Consignment or the Recipient), the Customer shall be due to pay the cost of carriage for the safe return of the Consignment to the Collection Point, or other address agreed with Menzies. The costs due are set out in the Sales Pack and shall be due in advance of Menzies returning the Consignment. In the event that the Customer does not respond to Menzies to arrange for the return of the Consignment within a reasonable time, Menzies shall be entitled to destroy the Consignment.

5. CUSTOMER OBLIGATIONS

4.1 5.1 The Customer acknowledges that it is responsible for ensuring that:

5.1.1 the details set out in the Confirmed Details are correct and undertakes to notify Menzies of any errors in the Confirmed Details as soon as possible after becoming aware of the same;

5.1.2 where relevant, the Consignment is deposited at the Depot in good time to enable Menzies to perform the Delivery Services in accordance with the Contract;

5.1.3 the Consignment falls within the Acceptable Goods for Carriage;

5.1.4 any customs and export duties, rights, licences and permits required to transport the

Consignment are obtained at its own cost;

5.1.5 the Consignment and the transportation of it complies with all applicable laws and regulations;

5.1.6 sufficient insurance has been obtained in relation to the Consignment including regarding transportation. The Customer acknowledges that the amounts it is entitled to recover from Menzies under a Contract as a result of any Damage or Loss may not be the same as the cost to replace the Consignment and so it is advised to take out additional insurance where required;

5.1.7 Menzies is provided safe and adequate access to the Collection Point and/or the Delivery Point (where such is in the reasonable control of the Customer or the Recipient) and any assistance and/or special loading and unloading equipment shall be made available to Menzies at the Customer's cost; and

5.1.8 it is either the owner of the Consignment or is permitted to engage Menzies to provide the Services in relation to the Consignment.

5.2 Menzies is not obliged to provide additional labour or equipment for loading and unloading other than one individual and vehicle. The Customer will co-operate with Menzies in all matters relating to the provision of the Services. The Customer warrants that any additional labour required for loading or unloading the Consignment will be provided by the Customer or on the Customer's behalf.

Whether additional labour is necessary shall be assessed by Menzies in its sole discretion. The Customer acknowledges that if assistance, or special loading and unloading equipment, is required (as determined by Menzies in its sole discretion) to perform the Services (whether as a result of the weight, shape or dimensions of the Consignment or otherwise) and no such assistance or equipment is provided by the Customer, Menzies shall be permitted to refuse to perform the Services until the same is provided. Where any additional assistance, or equipment is provided by Menzies, the Customer shall be responsible for the cost of such assistance and equipment. Menzies shall not be in breach of any of its obligations under these Terms as a result of such assistance or equipment not being provided.

5.3 For the avoidance of doubt, in the event the Customer, or any of its employees or third parties on the Customer's behalf, provide assistance to Menzies to load or unload the Consignment, the Customer, or any of its employees or such third parties shall do so at their own risk. To the fullest extent permitted by law, Menzies shall not be liable for any loss, personal injury or death suffered by the Customer, or any of its employees or third parties as a result.

5.4 The Customer shall be responsible for and indemnify Menzies and its sub-contractors against any loss, demands, damages, claims, proceedings, fines, penalties, expenses, loss of or damage to a vehicle or any goods carried, or liability suffered or otherwise incurred by Menzies as a result of:

5.4.1 the Customer using the Services in respect of any Consignment which is illegal;

5.4.2 injury to persons or damage to property arising from the non-compliance by the Customer with any of the provisions of these Terms;

5.4.3 Menzies being instructed to load or unload the Consignment without additional labour or equipment for loading and unloading; and

5.4.4 Menzies performing the Services other than at the specified Collection Point and/or Delivery Point.

6. RESTRICTIONS ON SERVICES

6.1 The Customer acknowledges that Menzies is not obliged to provide the Services:

6.1.1 in relation to Goods Not Accepted;

6.1.2 in relation to any Consignment that is not an Acceptable Good for Carriage; or

6.1.3 in relation to any Consignment of which the Customer is not: (i) the owner; or (ii) permitted to engage Menzies to provide the Services;

regardless of the details included in the Confirmed Details.

6.2 Any Goods Not Accepted and Dangerous Goods must be disclosed to Menzies in advance of the Services commencing.

6.3 Menzies is not obliged to provide the Services outwith the delivery areas specified in the Sales Pack regardless of the details included in the Confirmed Details.

6.4 For the avoidance of doubt, in the event of a conflict, the definition of Goods Not Accepted shall take precedence over Goods Not Under Liability. Accordingly, where the goods comprising a Consignment are similar in nature to Goods Not Under Liability but are listed as Goods Not Accepted, such goods shall be deemed Goods Not Accepted for the purposes of these Terms.

7. PAYMENT TERMS

7.1 The Customer will be issued with a monthly invoice setting out the Charges due for the Services performed in that month. All invoices must be paid within thirty (30) days of the date of the invoice. Customers shall pay the Charges based on the Prices applicable at the time of ordering the Services.

7.2 Overdue invoices will accrue interest annually at the rate of interest specified in the Late Payment of Commercial Debts (Interests) Act 1998 from time to time, calculated on a daily basis, from the due date for payment until payment is received in full of the overdue sum. In addition, Menzies may suspend the account if payment of any invoice previously issued is not paid in full within sixty (60) days of the date of the invoice.

7.3 The Charges will depend on the weight and dimensions of the Consignment. Where the volumetric weight of the Consignment exceeds the physical weight, the greater weight shall be used to calculate the Charges. Larger and heavier items may also be subject to a surcharge as set out in the Sales Pack or as otherwise notified to the Customer from time to time.

7.4 Menzies shall be permitted to increase the Charges (whether or not such Charges have been paid in full) in accordance with the Prices in the event that the information provided to it by the Customer (e.g. regarding the weight or value of the Consignment) is incorrect notwithstanding that a Consignment Number or Confirmed Details have been issued or that

a Consignment has been collected or otherwise accepted by Menzies.

7.5 The Charges are exclusive of any applicable value added tax (which shall be payable by the Customer).

7.6 Menzies shall have a special lien on the Consignment and a general lien against the Customer and owner of the Consignment for sums unpaid on any invoice, account or contract whatsoever.

7.7 In the event such lien is not satisfied within a reasonable time period, Menzies may sell the Consignment or part thereof as agent for the Customer and/or owner and apply the proceeds towards any sums unpaid and the expenses of the retention, insurance and sale of the Consignment and shall be discharged from any liability in respect of the Consignment.

7.8 Menzies may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place at its sole discretion whether or not sums have become payable in accordance with this Condition and whether or not the Services have been completed and these Conditions shall continue to apply during the period of exercise of such lien.

7.9 The Customer shall be liable to pay any additional charges for unreasonable delay or detention of any vehicle, trailer, container, or other equipment of Menzies or its sub-contractors caused by the Customer or Recipient. The rights of Menzies against any other person in respect of such delay or detention shall remain unaffected.

8. COMPLAINTS PROCEDURE

8.1 In the event that you are unhappy with the service you have been provided, please contact customer.enquiries@menziesparcels.com

9. CLAIMS PROCEDURE & LIMITATION OF LIABILITY

9.1 For the avoidance of any doubt, the Unfair Contract Terms Act 1977 is hereby excluded to the fullest extent legally possible.

Claims Procedure

9.2 In the event that the Customer wishes to make a claim for Damage to any Consignment (a "Damage Claim"), the following provisions will apply:

9.2.1 all Damage Claims must be notified (specifying the relevant Consignment Number, Customer account number and Delivery Point post code together with reasonable details regarding the Services and the Consignment) to Menzies by e-mail or telephone to the branch where the Customer holds its account or to the Depot where the order was placed, in each case within three (3) Business Days of the time of actual delivery of the Consignment or the end of Transit (if no delivery); and

9.2.2 Menzies shall not be liable for any Damage Claim unless it receives proof of the Damage Claim (together with photographs, proof of value, a full description of the Damage and, where possible, proof of purchase or rental) within ten (10) Business Days of actual delivery of the Consignment or the end of Transit (if no delivery).

Furthermore, where it reasonably required to inspect the Consignment to assess the Damage, Menzies may request that the Customer makes the Consignment available in its original packaging for the purposes of inspection. Failure to do so may invalidate a Damage Claim. Where the Consignment (or part thereof which is subject to the Damage Claim) is returned to Menzies for such inspection, Menzies will return the Consignment to the Customer or destroy it as agreed with the Customer.

9.3 In the event that the Customer wishes to make a claim for the Loss of a Consignment ("Loss Claim") the following provisions will apply:

9.3.1 all Loss Claims must be notified (specifying the relevant Consignment Number, Customer account number and Delivery Point post code together with reasonable details regarding the Services and the Consignment) to Menzies by e-mail or telephone to the branch where the Customer holds its account or to the Depot where the order was placed, in each case within three (3) Business Days of the Delivery Time; and

9.3.2 Menzies shall not be liable for any Loss

Claim unless it receives full written details of the Loss Claim (together with photographs, proof of the weight and value of the Consignment and where possible, proof of purchase or rental) within ten (10) Business Days of the Delivery Time.

9.4 Where Menzies pays the Customer the replacement cost of the Consignment (or the relevant part thereof), it shall be entitled to retain such Consignment (or the relevant part thereof). The Customer shall provide the Consignment (or relevant part thereof) to Menzies prior to Menzies making payment to the Customer. Title in such Consignment (or relevant part thereof) shall pass to Menzies when it pays the Customer the replacement cost.

9.5 In respect of any other loss (other than a Damage Claim or a Loss Claim) under a Contract, any such loss claims must be notified to Menzies within twenty (20) Business Days and proof of the claim provided within thirty (30) Business Days following commencement of Transit.

9.6 Menzies shall not (nor shall any sub-contractor of Menzies) be liable for any Damage Claim, Loss Claim or other claim unless the Customer complies with the claims procedures in this Condition 9 provided that if the Customer proves that: (i) it was not reasonably possible for the Customer to advise Menzies or make a claim in writing within the time limit applicable; and (ii) such advice or claim was given or made within a reasonable time, then Menzies shall not have the benefit of the foregoing exclusion.

9.7 Menzies and its sub-contractors shall in any event be discharged from all liability, whatsoever and howsoever arising, in respect of the Consignment unless proceedings are commenced and notice in writing is given to Menzies within one (1) year of the date when Transit commenced.

Limitations of Liability

9.8 Menzies and its sub-contractors shall only be liable for Damage or Loss as a result of Menzies' negligence, breach of duty or other wrongful act or omission and subject always to the limitations set out in this Condition 9. Menzies shall not be liable for any loss, delay,

damage or other claim which arises as a result of any act or omission of the Customer and/or the Recipient. Menzies shall not be liable for any delay in the performance of the Services.

Parcel Consignments

9.9 Where the Consignment is a Parcel Consignment then except as otherwise provided in these Conditions the following terms shall apply. The liability of Menzies in respect of claims for Loss or Damage, howsoever arising, shall in all circumstances be limited to a lesser of:

9.9.1 the value of the goods actually Lost or Damaged (and the value of the goods actually Lost or Damaged shall be taken to be the replacement cost to the Customer at the commencement of Transit, and shall include any Customs and Excise duties or taxes payable in respect of these goods); or

9.9.2 in respect of Damage, the cost of repairing any damage to or reconditioning of the goods; or

9.9.3 a maximum of £100 (or £50 in respect of a Consignment weighing 5kg or less) per Consignment actually lost, mis-delivered or damaged subject to the other provisions of this Condition 9.

9.9.4 Where the Customer obtains increased liability cover in accordance with Condition 9.13 then except in relation to the items specified in Condition 9.9.5 below, Menzies' liability in respect of each Consignment manifested on the increased liability cover option shall be limited to the value declared by the Customer for that Consignment (and evidenced to the reasonable satisfaction of Menzies) or £15,000 (whichever is the lesser).

9.9.5 In the case of computer equipment, peripherals, software, mobile telephones and accessories, or other audio-visual equipment, the liability of Menzies shall not be greater than £3,000 per Consignment.

Non-Parcel Consignment

9.10 Where the Consignment is a Non-Parcel Consignment then except as otherwise provided in these Conditions, the following provisions shall apply. The liability of Menzies in respect of claims for Loss or Damage, howsoever arising,

shall in all circumstances be limited to the lesser of:

9.10.1 the value of the goods actually Lost or Damaged (and the value of the goods actually Lost or Damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of Transit, and in all cases shall be taken to include any Customs and Excise duties or axes payable in respect of those goods);

9.10.2 in respect of Damage, the cost of repairing any damage to or of reconditioning the goods;

9.10.3 a sum calculated at the rate of £1,300 sterling per tonne on the gross weight of the goods actually lost, mis-delivered or damaged.

9.10.4 In the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which Menzies' liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of another part of the Consignment.

9.10.5 Nothing in this Condition 9.10 shall limit the liability of Menzies to less than the sum of £10.

9.11 Other than in respect of Parcel Consignments, Menzies shall not be liable for any Loss Claim or Damage Claim or other loss for less than one hundred pounds sterling (£100).

9.12 Menzies will not be liable for any indirect, incidental, special, punitive or consequential losses or damages of any kind (including, without limitation, lost profits, loss of market or loss of goodwill) regardless of the form of action, whether in contract, tort, delict, negligence, breach of statutory duty or otherwise suffered by the Customer which the parties agree is reasonable in the circumstances.

9.13 Should the Customer require additional liability coverage in relation to the Services, it is the Customer's responsibility to notify Menzies of this before the commencement of Transit. Costs of additional liability coverage are set out in the Sales Pack. Any additional liability cover shall not be greater than the value of

the Consignment. The Customer shall provide Menzies with all such information regarding the Consignment as Menzies shall need to assess any suggested new limit and charges. If Menzies agrees to the increased liability cover Menzies shall advise the Customer of the increased Charges in respect of the increased liability cover. Menzies may also offer a different level of increased liability cover and associated Charges. If such charges are not acceptable to the Customer, the existing limitations in this Condition shall continue to apply.

9.14 Subject to the other provisions of this Condition 9, including without limitation Condition 9.13 above, Menzies' liability for any other loss whatsoever arising in connection with each Contract will be limited to the sums paid to Menzies by the Customer under the relevant Contract or the Customer's proved loss (whichever is the lesser) which the parties agree is reasonable in the circumstances.

9.15 In the event that the Customer has increased the liability cover in accordance with Condition 9.13 above, the limitation in Conditions 9.9.3 and 9.10.3 above shall be increased accordingly. To avoid any doubt, if the revised carriage charges and increased limit offered by Menzies under Condition 9.13 is not acceptable to the Customer, then the aforementioned limitations in Conditions 9.9.3 and 9.10.3 shall continue to apply.

9.16 For the avoidance of doubt, Menzies enters into these Conditions with the Customer and the Customer's remedies are solely against Menzies. The Customer shall not have any claim against any other party in respect of a breach of these Conditions.

9.17 The provisions of this Condition 9 shall apply to any Loss Claims, Damage Claims or any other claims or losses by the Customer.

Exclusion of Liability

9.18 Menzies shall not be liable for any Damage, Loss or other loss caused:

9.18.1 by a failure of the Consignment, or goods contained therein, to be Acceptable Goods for Carriage;

9.18.2 by the Consignment being Dangerous Goods or where accepted by Menzies, the Consignment being in breach of Condition 3.10;

9.18.3 where relevant, by a failure of the

Customer to deposit the Consignment at the Depot in sufficient time;

9.18.4 by seizure or forfeiture under legal process;

9.18.5 as a result of the circumstances set out in Condition 4.4;

9.18.6 by inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Consignment;

9.18.7 to Perishable Items, Goods Not Accepted or Goods Not Under Liability and the Customer acknowledges that all Perishable Items and Goods Not Under Liability shall be collected or delivered by Menzies at the Customer's own risk;

9.18.8 as a result of the Customer not notifying Menzies' of any special handling requirements in respect of the Consignment;

9.18.9 as a result of insufficient or improper packaging and protection of the Consignment and goods contained therein;

9.18.10 as a result of insufficient or improper labelling or addressing of the Consignment;

9.18.11 as a result of any delay or failure to provide Menzies safe and adequate access to either or both the Collection and Delivery Points;

9.18.12 as a result of any assistance, special loading and unloading equipment not being made available to Menzies at either or both the Collection and Delivery Points;

9.18.13 as a result of the circumstances set out in Condition 3.4;

9.18.14 as a result of the Customer loading or unloading the Consignment at any time;

9.18.15 by any error, act, omission, mis-statement or mis-representation by the Customer, the owner of the Consignment or the Recipient;

9.18.16 as a result of any acts or omissions which take place before Menzies is responsible or, after Menzies has ceased to be responsible, for the Consignment (as determined in accordance with Condition 4) whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the

part of Menzies, its employees, agents or sub-contractors; or

9.18.17 as a result of the Recipient not taking delivery of the Consignment within a reasonable time after delivery of the Consignment has been attempted; all of which the parties agree is reasonable in the circumstances.

9.19 To avoid any doubt, nothing in the Contract shall exclude or limit Menzies' liability for death or personal injury arising from negligence or which otherwise cannot be excluded by law.

9.20 Menzies shall not in any circumstance be liable in respect of a Consignment, whether or not delivery has taken place, where there has been fraud or a criminal act on the part of the Customer, the Recipient, the owner or the servants or agents of either, in respect of that Consignment.

10. INDEMNITY

10.1 In addition to the indemnities set out elsewhere in these Terms, the Customer shall indemnify, keep indemnified and hold Menzies and its sub-contractors harmless against:

10.1.1 all losses, damages, costs and expenses (of whatever nature) or liabilities incurred by or awarded against Menzies or its sub-contractors, (including but not limited to those arising out of claims, demands, proceedings, fines, penalties and loss of or damage to the carrying vehicle and to other goods carried) as a result of:

(a) any error, omission, mis-statement, or misrepresentation by the Customer, the owner of the Consignment, the Recipient, or by any employee or agent of them;

(b) insufficient or improper packing, labelling, or addressing of the Consignment; and

(c) fraud or criminal activity as set out in Condition 9.20; and

10.1.2 all claims and demands whatsoever, (including for the avoidance of doubt claims alleging negligence) by whomsoever made and howsoever arising (including but not limited to claims caused by or arising out of the carriage of Dangerous Goods and claims made upon Menzies by HM Revenue & Customs in

respect of dutiable goods consigned in bond) in excess of the liability of Menzies under these Terms (if any) in respect of any loss or damage whatsoever to or in connection with the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default, or other wrongdoing on the part of Menzies, its employees, agents or sub-contractors.

11. CONVENTIONS AND PRECEDENCE

11.1 Any Consignment carried by Menzies may be governed by a convention or agreement between countries. If any applicable convention becomes inconsistent with these Terms, the terms of such convention shall take precedence. Conventions that may apply include but are not limited to:

11.1.1 Transporting Goods by Air – Warsaw Convention 1929 or the convention for the Unification of Certain Rules for International Carriage by Air as amended at The Hague 1955;

11.1.2 Transporting Goods by Road - The Geneva Convention for the Contract of International Carriage of Goods by Road (CMR) 1956;

11.1.3 Transporting Goods by Sea – the International Convention for Unification of Certain Rule of Law relating to Bills of Lading 1924.

11.2 The above conventions may from time to time be amended. The Customer should be aware that there may at times be more than one convention applying to the Services.

12. CONFIDENTIALITY

12.1 As part of the Services, the Customer and Menzies may share Confidential Information. Both the Customer and Menzies shall keep in strict confidence all such Confidential Information disclosed by the other in relation to the Services.

12.2 The Customer and Menzies shall be entitled to disclose the other's Confidential Information:

12.2.1 to their employees, agents and subcontractors who need to know such

information for the purposes of performing their obligations under the relevant Contract; and 12.2.2 as may be required by law, court order or any government or regulatory authority.

12.3 For the purposes of this Condition 12, "Confidential Information" shall mean any commercial, financial, technical or other information of a confidential or proprietary nature, relating to or used in the business of either party whether or not in tangible or documented form or communicated orally and labelled or otherwise identified as confidential. Confidential Information shall not include any information which becomes public knowledge other than as a result of a breach of this obligation.

13. DATA PROTECTION

13.1 As part of the Services and as a result of any communication with Menzies, the personal data of the Customer, the Recipient or the Customer's or Recipient's employees, will be given to or obtained by Menzies. This personal data may include the individual's name, e-mail address, home or business address, telephone number, payment details, details of any query or complaint made to Menzies, information about the mail or Consignments sent via Menzies, or information when signing for the receipt of a Consignment.

13.2 Menzies will use the personal information provided to it or obtained by it (in accordance with applicable data protection legislation):

13.2.1 to supply the Services;

13.2.2 to process the payment of the Charges;

13.2.3 to give the Customer information about similar Services that Menzies provides; and 13.2.4 to contact the Customer or respond to correspondence from the Customer.

13.3 Menzies may be required to disclose certain personal data because it is required by law or for the purposes of legal proceedings.

13.4 Menzies may need to transfer personal data to third parties located outside the UK. If so, it will ensure that such transfer is in accordance with the requirements of applicable data protection law.

13.5 Menzies is committed to keeping personal data secure to protect it from being

inappropriately or accidentally accessed, used, shared or destroyed, and against it being lost.

14. FORCE MAJEURE

14.1 Menzies will not be in breach of these Terms or liable to the Customer for any failure or delay in performing its obligations under a Contract, or any Damage or Loss caused by any circumstances reasonably beyond its or its sub-contractors' control (including, without limitation, an act of God, riots, civil commotion, lockout, road traffic accident, delay or cancellation of ferries, flights, railway or other transport, strikes, general or partial stoppage or restraint of labour howsoever caused, war, invasion, acts of a foreign enemy, hostilities (whether war or not) civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, or destruction or damage by or under any government or local or public authority, acts of terrorism, requisition or destruction of or damage to property, seizure or forfeiture under legal process and similar events). Menzies will be entitled to a reasonable extension of time for performing its obligations in such circumstances.

15. TERMINATION

15.1 Menzies may terminate a Contract at any time on written notice to the Customer in the event that: (i) the Customer breaches any of its obligations under a Contract; (ii) the Consignment is, or contains, Goods Not Accepted or Dangerous Goods (to which Menzies has not consented); or (iii) the Customer is unable to pay its debts, or resolves by formal corporate action to liquidate and dissolve, or voluntarily institutes bankruptcy or reorganization proceedings or if a trustee or receiver is appointed for the Customer, or if any proceeding is instituted by or against the Customer under the provision of any bankruptcy or reorganization law which results in the entry of an order, or if it enters into a voluntary arrangement with its creditors or in any other way ceases to do business.

15.2 Notwithstanding the above rights of termination, Menzies shall be permitted at any time before performing the Collection Services or the Consignment being deposited at the Depot, to cancel the Contract, by notifying the Customer in writing. In such circumstances, Menzies shall refund any Charges paid to Menzies (if any) in respect of the relevant Consignment to the Customer within ten (10) Business Days of such notification.

15.3 Upon termination of a Contract for whatever reason, Menzies shall be entitled to cease performing the Services and may terminate or suspend any account of the Customer. Notwithstanding the termination of a Contract (other than for cancellation set out at Condition 15.2), Menzies shall be entitled to issue an invoice for any Service performed prior to the date of termination but for which an invoice has not yet been issued and the Customer will immediately pay Menzies all due and outstanding Charges.

15.4 The provisions of each Contract which expressly or by implication are intended to survive after termination or expiration of a Contract, including without limitation 1.1, 1.3, 3.7, 3.8, 3.9, 5.2, 5.3, 5.4, 7.6, 7.7, 7.8, 7.9, 9, 10, 12, 14, 15.3, 15.4, and 16 - 18 (inclusive) shall remain in full force and effect.

16. NOTICES

Any demand, notice or other communication given or made under or in connection with the Contract must be in writing and will be given to Menzies and/or to the Customer, as the case may be, either personally or by post to the address set out in the Sales Pack, the Confirmed Details or which have otherwise been given to the other party as contact details.

17. MISCELLANEOUS

17.1 Each Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17.2 The relationship between the parties is that of independent contractors. Except other than as expressly stated in these Terms, no Contract shall in any way create the relationship of principal and agent, partners, parties to joint venture, or any similar relationship between the Customer and Menzies and neither party will have the right to represent or obligate the other. The Customer is not permitted to appoint sub-customers or sub-contract (and sub-sub-contract) its obligations hereunder without Menzies' prior approval in writing. Menzies shall be permitted to sub-contract its obligations hereunder provided that it shall be liable for the acts and omissions of any such sub-contractors.

17.3 The Customer shall not be permitted to assign nor otherwise transfer its rights and/or obligations under a Contract to a third party. Menzies may assign its rights and/or obligations under a Contract.

17.4 In the event that any provision of the Terms is declared by a court of competent jurisdiction or arbitration tribunal to be void or unenforceable, the parties hereto expressly agree that such void or unenforceable provision shall be deemed severed from the Contract, and the remainder of the Contract shall not be affected thereby and shall remain in full force and effect to the extent feasible in the absence of the void and unenforceable provision. The parties furthermore agree to replace the invalid or unenforceable provision by a valid provision which has the same or similar effect as the severed provision.

17.5 A Contract may not be modified except as expressly set out in these Terms or otherwise in writing signed by both parties.

18. GOVERNING LAW

The Contract and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of Scotland and the parties agree to submit to the exclusive jurisdiction of the Scottish courts.

BOOKING ONLINE & INVOICING

Did you know that as an account holder, you can book your consignments online?

Just enter the details into a form on our website and the system immediately books everything in. It then produces an address label on your printer using labels we provide for free.

You will also be able to check up on the status of any consignment via the website.

Register your account at parcels.menziesdistribution.com

We are now sending invoices and statements by email. **Invoices are payable in full within thirty (30) days. If any invoice remains unpaid, we will be entitled to suspend your account until it is paid in full.**

Could you also please complete below the full name and address you would like us to use on the invoices, along with a company letterhead, and return to us.

CONDITIONS OF CARRIAGE

PLEASE SIGN BELOW AND RETURN THIS PAGE TO MENZIES TO CONFIRM THAT YOU HAVE READ AND ACCEPT THE TERMS AND CONDITIONS WHICH APPLY TO THE SERVICES. IF YOU DO NOT SIGN AND RETURN THIS PAGE, BY PLACING MORE ORDERS FOR THE SERVICES YOU WILL CONFIRM THAT YOU HAVE READ AND ACCEPT THE TERMS AND CONDITIONS.

By signing below you also confirm you have been made aware of the limits on Menzies' liability regarding the collection and / or delivery of Parcels.

Full terms and conditions can be found on our website, parcels.menziesdistribution.com

Company Name:

Company Address:

.....

Telephone Number:

Email Address (for invoices):

Name:

Signature:

SINCE 1833

TRUSTED BY GENERATIONS

SERVING BUSINESS AND COMMUNITIES

ACROSS THE LENGTH AND BREADTH OF SCOTLAND

NO MATTER THE CHALLENGE

WE HAVE THE DRIVE TO DELIVER

WORLD CLASS LOGISTICS

AROUND THE CLOCK

AGAINST THE CLOCK

