

## **TERMS & CONDITIONS**

1. Bridgefields (hereinafter referred to as 'We' which expression shall include unless the context otherwise requires its servants, agents and sub-contractors) is not a common carrier and will accept no liability as such. All articles carried or transported and all storage and other services performed by us are subject to these conditions and we reserve the right to refuse the carriage or transport of articles or any class of articles for any particular individual, firm, or company or agent thereof (hereinafter referred to as 'you') at our absolute discretion.
2. We accept the goods to the following conditions:
  - a. that they comply with the requirements of any applicable law relating to the nature, condition and packaging of goods and any expenses and charges incurred by us in complying with the provisions of any such law or with any order or requirement there under or with the requirement of any authority or other party shall be paid by you.
  - b. that if any goods are subject to the control of the customs all duty, excise duty and costs which become liable to pay are paid by you.
  - c. that the goods are fully described in writing in the space provided hereon.
  - d. that the goods do not contain explosive, inflammable or otherwise dangerous or damaging goods other than as are specifically disclosed as such thereon.
3. You hereby authorise us to arrange with a sub-contractor for the carriage of any goods subject to this contract. Any such arrangement shall be deemed to be ratified by you upon delivery of the said goods to such sub-contractor.
4. We may arrange with a sub-contractor for the carriage of any goods subject to this contract, we are not responsible in any way whatsoever for the loss of or damage to any items once any given sub-contractor has taken over the carriage of the goods.
5. If you instruct us to use a particular method of carriage whether by road, rail, sea or air we will give priority to the method designated but if that method cannot conveniently be adopted by us you shall be deemed to authorise us to carry or have the goods carried by another method or methods.
6. You shall be deemed to authorise any deviation from the usual route or manner of carriage of goods which may in our absolute discretion be deemed reasonable or necessary in the circumstances.
7. Freight will be considered earned as soon as the goods are loaded and dispatched.
8. We shall have a general lien on the goods, any documents relating to the goods and on any other of your goods in our possession for all charges and other amounts payable by you to us and for that purpose we may sell all or any of your goods in our possession without notice to you and apply the proceeds in or towards the discharge of the lien together with all charges and expenses of detention or retention the costs of sale without liability to any person whatsoever and without prejudice to our rights to otherwise recover the charges and other amounts payable to us in respect of the carriage of the goods. We will render the surplus from the sale to the party entitled to the money if any.
9. If you provide us with a declaration of the value of your goods, the amount of our liability to you in the event of loss or damage to those goods in breach of clauses 1 to 7 will be determined in accordance with Clauses 9.1.1, 9.1.2 and 10 below, subject to a maximum liability of £20,000 though we may agree to accept liability for a higher amount. In any case the amount of our liability to you will be no greater than the amount agreed with you and detailed on the Bridgefields Consignment note.
  - 9.1.1 In the event of loss or damage to your goods in breach of clauses 1 - 7, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement, taking into account the age and condition of the goods immediately prior to their loss or damage, and subject to the maximum liability of £20,000 referred to in clause 9 (unless we have agreed a higher amount with you). Only shipments within the UK are covered under our

insurance policies. Any international shipments will not be insured against loss or damage in any way. It is up to you to inform us if you require insurance for an international shipment and we will be able to arrange this for you, alternatively you may arrange your own insurance. If you do not ask us for insurance it is assumed it is not required. All of our shipments within the UK are fully covered by our insurance policies providing we have a declared value of the goods from you prior to us dispatching your shipment.

9.1.2 Where the lost or damaged item is part of a pair or set, our liability to you, where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set.

9.1.3 In the event that a vessel carrying your goods takes recourse to the laws of General Average or Salvage as a requirement to preserve the vessel or cargo you will be covered for your contribution to both salvage and general average charges.

9.1.4 For the shipment of personal effects we will accept no liability for any items unless we are provided with a full inventory of the shipment and values for individual goods therein and in any event will only accept liability of up to £10 for individual pieces of clothing unless provided with this full inventory.

9.1.5 If you do not provide us with a declaration of value, our liability to you is to be determined in accordance with Clauses 9.1.2, 9.1.6 and 10.

9.1.6 In the event of loss of or damage to your goods caused by negligence or breach of contract on our part our liability to you is to be assessed as the sum equivalent to the cost of their repair or replacement, taking into account their age and condition immediately prior to their loss or damage, subject to a maximum liability of £50 per item.

9.2 For goods destined to or received from a place outside the UK

9.2.1 We will only accept liability if you provide us with a detailed valuation of your goods on the valuation form which we provide. All other provisions of Clause 9 will apply.

9.2.3 We do not accept liability for the loss or damage of goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract.

9.3 We will accept liability for loss or damage:

- a) arising from our negligence or breach of contract whilst the goods are in our physical possession, or
- b) whilst the goods are in the possession of others if the loss or damage is established to have been caused by our failure to pack the goods to a reasonable standard where we have been contracted to pack the goods that are subject to the claim. In either circumstance Clause 9.1 and 9.2 above will apply.

9.3.1 An item is defined as:

9.3.2 The entire contents of a box, parcel, package, carton, or similar container and

9.3.3 Any other object or thing that is moved, handled, or stored by us.

9.4 If the carrying vessel/conveyance, should for reasons beyond the carriers control, fail to deliver the goods, or route them to a place other than the original destination, you have limited recourse against the carrier, and may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit insurance cover.

10 Exclusions of liability

10.1 We will not be liable for loss of or damage to your goods as a result of fire or explosion howsoever that fire or explosion was caused, unless we have been negligent or in breach of contract.

10.2 Other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the goods if caused by any of the following circumstances:

10.2.1 By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, industrial action or other such events outside our reasonable control.

10.2.2 Loss or damage arising from ionizing radiations or radioactive contamination.

10.2.3 Loss or Damage arising from Chemical, Biological, Bio chemical, Electromagnetic Weapons and Cyber Attack.

10.2.4 Indirect or consequential loss of any kind or description.

10.2.5 By normal wear and tear, natural or gradual deterioration, leakage or evaporation from perishable or unstable goods. This includes goods left within furniture or appliances.

10.2.6 By vermin, moth, insects and similar infestation, damp, mould, mildew or rust.

10.2.7 By cleaning, repairing or restoring unless we arranged for the work to be carried out.

10.2.8 By change to atmospheric or climatic conditions.

10.2.9 For any goods in wardrobes, drawers, or appliances or in a package, bundle, carton, case or other container not both packed by us.

10.2.11 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.

10.2.12 Loss or damage of motor vehicles caused by scratching, denting and marring unless you obtain from us a pre-collection condition report.

10.2.13 For any goods which have a pre existing defect or are inherently defective.

10.3 No employee of ours shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this agreement.

10.4 Our liability will cease upon completion of delivery and if you, your agent or recipient of the goods collects the goods you or they must notify us of any loss or damage at the time the goods are handed to you, your agent or the recipient and in no event beyond 2 calendar days of the goods being handed to you, your agent or the recipient

11. In circumstances where the addressee of the goods elects to be in attendance to receive the goods and is not in attendance at the address given during normal business hours when delivery is attempted an additional charge may be made at ruling rates for each delivery until delivery is accomplished. If the addressee elects not to be in attendance when the goods are delivered then the goods may be left without receipt at the nominated address.

12. You expressly warrant with us that you are either the owner or the authorised agent of the owner of any goods or property which is the subject matter of this contract and by entering into this contract you accept these conditions of contract and on behalf of any other persons for whom you are acting.

13. To the extent permitted by law our liability arising out of any one incident whether or not there has been any declaration of value of the goods, for breach of warranty implied into these terms and conditions by the Supply of Goods and Services Act 1982 or howsoever arising, is limited to any of the following as determined by the ourselves:

a. the supplying of the service again or

b. the payment of the cost of having the services supplied again

14. We shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by ourselves within one week after delivery of goods or the date when the goods should have been delivered. In the event that the said time period shall be found contrary to any Convention or law compulsorily applicable the period prescribed by such convention or law shall then apply but in that circumstance only.

a. In the case of carriage by sea, the value will not be declared or inserted in the Bill of Lading for the purpose of extending the Shipowners' liability under Article IV Rule 5(a) of

schedule 1 of the Carriage of Goods by Sea Act 1992 except upon the express instructions given in writing by the customer.

b. In the case of Carriage by air, no optional declaration of value to increase the Air Carriers liability under the Air Carriers Liability Regulations 2004 will be made except upon express instructions given in writing to the customer.

c. In all other cases where there is a choice of tariff rates according to the extent of the liability assumed by ourselves, warehousemen or others no declaration of value (where optional) will be made for the purposes of extending liability and goods will be forwarded or dealt with at your risk or other minimum charges unless express instructions in writing to the contrary are given by the yourself.

15. In respect of any clause herein which excludes or in any way limits our liability in respect of this carriage of goods, we in addition to acting for ourselves, are acting as agent and trustee for each of its servants and also any other person or company with whom we may arrange for the cartage of the goods and the servants of such person or company so that its servants and such person or company and his or its servants are parties to this contract so far as the said clause or clauses containing exclusions or limitations of liability are concerned and if and in so far as may be necessary to give effect to this clause we shall hold the benefit of these conditions for our servants and for any such person or company and his or its servants.

16. Any goods that we may hold in storage either before, during or after a delivery/ collection on your behalf are stored completely at your own risk. Any loss, damage or theft of goods whilst in storage/our possession will not be the responsibility of us whatsoever and the risk and responsibility to insure goods if required lies completely with you. Goods covered under our insurance policy are chosen at our complete discretion.

16.1. It is at our complete discretion when to offer free storage and for what period of time. All goods to be delivered / collected by us on your behalf are stored free of charge. However, it is at our complete discretion when we begin to apply storage charges to your account. We will give you at least one week's written notice that storage charges will begin to be applied. It is also at our complete discretion whether to back date storage charges from the initial day we began to store your goods.

16.2 Once storage charges have been charged to your invoice, the invoice must be paid in full before we will release items for delivery / collection.

16.3 If we have your goods in storage and the initial cost of collection added with the cost of storage charges becomes equal to the declared value of your goods we have in storage we will give you one week's written notice in order to pay the full amount owed to us. If your invoice is not paid in full after a week's notice your goods will become totally our property. They will become completely ours, for us to do with what we wish. We will sell all of your goods with no further warning to you in order to clear the amount owed to us on your invoice. Once the goods have been sold the money raised from the sale is ours only. You will not be entitled to any profit that may be made from the sale of the goods once owned by you.

17. The within contract shall be governed and construed in accordance with the laws of England.

18. It is agreed that the person delivering any goods to us for carriage or forwarding is authorised to sign this consignment note for the you.

19. We shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed by us or on our behalf by an officer of ours.

20. Notwithstanding any condition herein limiting or excluding our liability, where the contract involves the transportation of goods otherwise than for the purpose of a business, trade, profession or occupation carried on or engaged in by the person for whom the goods are transported, the contract shall be subject to the warranty or warranties implied by the

Supply of Goods and Services Act 1982 and in particular the warranty by ourselves that such transportation will be rendered with due care and skill.

21. In the event that, whether pursuant to any liability imposed on us or otherwise, we make any payments to you in respect of loss or damage to or delay in delivery of goods (including consequential loss), you hereby assign us all rights which you may have under any policy of insurance to recover such loss and you hereby irrevocably appoint us as your Attorney with full power in your name to claim, demand, sue for, recover any such amount and you shall execute all such documents and provide all such information as may be necessary to enable us to obtain full benefit of this clause.

22. Insurance is included for all items upto a value of £20,000. If you require a higher amount of insurance, this must be specifically arranged either together with us or solely by yourself before hand. We must have proof of insurance before any works can be carried out. We shall be under no liability whatsoever for the adequacy of the insurance or the failure to effect such insurance by yourself.