

## **Associated Air Services Limited**

Units 4,5 & 6 Feltham Business Complex  
Browells Lane  
Feltham  
Middlesex TW13 7EQ

### **STANDARD CONDITIONS OF CARRIAGE**

#### **1. APPLICABLE CONDITIONS**

Documents and packages are accepted by us, Associated Air Services Limited, for you, our customer, on the following conditions which prevail over any terms put forward by you. These terms may only be modified in writing by a director of Associated Air Services Limited.

In these conditions "Consignment" means any individual consignment and shall include a number of items accepted by us at the one time for delivery to a common consignee at a common address.

AS THESE CONDITIONS LIMIT AND EXCLUDE OUR LIABILITY WE RECOMMEND THAT YOU CONSIDER OBTAINING FURTHER INSURANCE COVER. ADEQUACY OF INSURANCE COVER IS YOUR RESPONSIBILITY.

These conditions do not affect the statutory rights of a consumer.

#### **2. PRIOR REPRESENTATION**

No employee of ours has authority to make any representation about the services to be supplied by us.

#### **3. OUR OBLIGATIONS**

We shall use reasonable endeavours to have the Consignment promptly carried from the collection address to the delivery address but specified delivery times are estimates and not guaranteed delivery times and we are not liable for any damages or loss caused by delays.

#### **4. YOUR OBLIGATIONS**

i. AS WE FIND THAT FRAGILE GOODS INADEQUATELY PACKED ARE SOMETIMES DAMAGED DURING CARRIAGE FROM THE COLLECTION ADDRESS TO OUR PREMISES YOU MUST ENSURE THAT FRAGILE GOODS ARE ADEQUATELY PACKED. Please see clause 6(ii)

ii. You Warrant:- a, That you are the owner of the Consignment or the owner's authorised agent.

b, That the Consignment does not include hazardous or dangerous goods or restricted or prohibited items as classified by IATA (International Air Transport Association), liquids, gems, precious metals, currency, other negotiables, narcotics, foodstuffs, livestock, perishables, explosives, firearms, literature or material that may be pornographic, offensive or politically sensitive, or any article prohibited as hand-luggage by IATA.

c, That the description and declared value in the Consignment note are correct and that any other information supplied is complete and accurate.

d, That the contents, packaging, labelling, place of origin or place of destination allow us to legally convey the Consignment.

e, That the contents and packaging allow us to transport the Consignment safely with ordinary care and handling.

f, That the Consignment was packaged in secure premises by one of your reliable employees and was protected against unauthorised interference between being packaged and delivered to or collected by us.

g, That all applicable laws and customs requirements have been satisfied.

iii. You will indemnify us from and against any demands, claims, liabilities, losses, damages, costs and expenses we suffer directly or indirectly from breach of this clause (including for the avoidance of doubt all claims, damages, expenses and fine incurred if the Consignment contains any item listed in b above and is deemed to be unacceptable to transport).

iv. If the Consignment does not meet any of the above requirements we may refuse to transport the Consignment or suspend carriage (as the case may be). In any event we will hold the Consignment to your order and you shall indemnify us against all reasonable expenses and costs (including storage), taxes and duties incurred by us.

#### **5. PAYMENT AND INTEREST.**

a, Dated invoices will be rendered weekly and are payable within 30 days.

b, The costs for delivery and other services are set out in our standard published tariff from time to time and shall apply unless otherwise agreed in writing by us. The tariff is in our brochure and on our website.

c, We shall recover fuel and security charges in addition to the costs of delivery of the Consignment. The fuel and security charges shall be calculated as a percentage of the delivery charges. The percentage shall vary constantly and is available on request.

d, We may recover from you on demand all taxes, fees and duties we are obliged to pay in respect of the Consignment.

e, We may recover from you on demand all additional charges which we incur in the event that the Consignment cannot be delivered on the first attempt.

f, We shall have lien over any Consignments and related documents we are holding so that we may retain them until all sums due are paid and we may sell or

dispose of the Consignment if payment is not made within the due date. Any remaining balance will remain outstanding.

g, We may charge simple interest daily on overdue sums at 15% per annum from the due date until receipt of payment.

## 6. RESTRICTIONS ON OUR LIABILITIES.

i. We, our employees and agents shall not be liable for any loss, damage, mis-delivery, failure to deliver or delay which is:-

- a, not shown to be caused by the negligence of ourselves our employees or agents.
- b, caused by you or anyone else interested in the Consignment, including by the consignee's refusal to take delivery.
- c, caused by characteristics of the Consignment of which we are unaware.
- d, caused by our reasonable misunderstanding of applicable legal requirements.
- e, caused by Acts of God, delay in transportation or any other matters over which we have no control.

ii. If you inadequately package fragile goods it may not be clear whether any damage resulted from such packaging and occurred during carriage from the collection address to our premises. We will therefore only be liable for any such damages, in such circumstances, as is shown to be caused by the negligence of ourselves, our employees or agents.

iii. We, our employees and agents shall not be liable for any loss of anticipated profits, damage to your reputation or goodwill, loss of expected future business, damages costs or expenses payable by you to a third party, or any other indirect or consequential losses.

iv. Our total liability in respect of the Consignment whether for breach of contract, negligence or howsoever arising, and whether by statute or otherwise, shall be limited to whichever is the less of it's value or £50.

v. We will not be liable for any claims not notified to us in writing within 14 days of the date upon which the Consignment was delivered.

vi. We shall be discharged from all liability unless proceedings are commenced within 6 months from collection of the Consignment from the collection address.

vii. We are not a common carrier.

viii. Nothing in these conditions shall restrict or exclude liability for death or personal injury caused by the negligence of the Company.

## 7. DELIVERY

The Consignment will not necessarily be delivered to the name on the Consignment. Consignments to addresses with a reception or a postroom will be delivered to that reception or postroom (as the case may be). Consignments may also be left with any person who appears to have authority to accept the Consignment on the consignee's behalf (including but not limited to neighbours or persons at the same premises as the of the intended consignee).

If we are unable to deliver the Consignment for whatever reason we shall use reasonable efforts to return the Consignment to you at your cost.

## 8. CUSTOMS

When a Consignment requires customs clearance it is your responsibility to provide all the necessary paperwork, although unless instructed to the contrary we will act as your agent for the purposes of obtaining customs clearance and we shall be entitled to act as the receiver of the Consignment solely for the purpose of appointing a customs broker to perform customs clearance and entry.

In the event that you do not provide fully completed documentation or the information to enable us to fully complete the documentation we shall use reasonable endeavours to complete the documentation as your agent but we accept no responsibility for the accuracy of the said completed information. Customs may re-value and re-classify a Consignment and we accept no responsibility in the event that this occurs.

You indemnify us from and against all demands, costs and expenses arising out of or in connection with us acting as your agent pursuant to this clause 8.

## 9. SUBCONTRACT

We may arrange for any part or parts of the carriage to be carried out by one or more sub-contractors.

## 10. RIGHTS WE RESERVE.

We reserve the right to open and inspect any Consignment without notifying you in advance.  
We reserve the right to exercise reasonable discretion regarding choice of route and mode of transport.

## 11. APPLICABLE LAW AND JURISDICTION.

English law shall apply and the English courts shall have exclusive jurisdiction to deal with disputes.