

# Terms & Conditions

Effective from June 2021



# Terms & Conditions

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## 1. INTERPRETATION

### 1.1 Definitions.

In these Conditions, the following definitions apply:

**AWB / Airwaybill / Airway bill:** The documentation placed on the parcel.

**Carrier:** means the third party courier company which carries the Consignment.

**Consignment:** each parcel, group of parcel, mail or group of parcels or other type of package sent using Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited's service to each individual address.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 5.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 17.8.

**Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

**Customer:** the person or firm who purchases Services from the Supplier.

**Export Services:** means a service where the Consignment is collected in the UK and delivered to an address outside of the UK.

**Guaranteed Collection Service:** means a service where either the collection of a Consignment is guaranteed by a particular time and/or date.

**Guaranteed Delivery Service:** means a service where either the delivery of a Consignment is guaranteed by a particular time and/or date once collected. **Guaranteed Service:** means a Guaranteed Collection Services and or a Guaranteed Delivery Service.

**Prohibited Item:** means an item which must not be sent using Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited's services, for example because the item is dangerous, perishable or Hazardous.

**Receiver:** The person who is receiving the Consignment.

**Restricted Item:** means an item which it is strongly recommended that you do not send using Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited's services, for example because the item is perishable or fragile, as is further described here Prohibited/Restricted Items

**Services:** the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

**Order:** the Customer's order for Services as set out in the Business Rate Card and Contract.

**Working Day:** means in relation to the UK, Monday to Friday from 9am to 5.30pm excluding public and Bank holidays and in relation to a country that is not the UK, or in other countries, the days at times that banks are normally open for business in that country excluding public holidays.

**Supplier:** Any supply company which includes Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited

### 1.2 Construction.

In these Conditions, the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body

(whether or not having separate legal personality);

(b) a reference to a party includes its personal representatives, successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to writing or written includes faxes and emails.

## 2. BASIS

- 2.1 Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited's services allow you to send items with a choice of the major UK and International Carriers that we hold accounts with. In these terms and conditions, we refer to these courier companies as the Carrier. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Carrier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- 2.3 The carriage of items is undertaken by the Carrier and we do not carry the items ourselves. However, your contract for the carriage of items remains between you and Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited. If you have any queries or issues about any order you place, you should contact Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited (quoting your reference/tracking number where available).
- 2.4 Before placing your order, you should read these Terms and Conditions (and all related information which is linked to as part of the order process, including, for example, the relevant FAQ's section and the list of Prohibited / Restricted Items) to ensure that you understand the terms on which we provide our services.
- 2.5 Prohibited Items (Including, but not limited to pornographic items and tobacco products) must not be sent using our service.
- 2.6 Restricted Items (Including, but not limited to - glass items, antiques, laptops and mirrored goods) are items which we strongly recommend that you do not send using our service.
- 2.7 If, not with standing sections 2.5 and 2.6, you do decide to use our service to send Prohibited or Restricted Items, you should be aware that Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited does not offer the same level of contractual protection for loss or damage to Prohibited and Restricted Items as for non-Prohibited/Restricted items.
- 2.8 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract..
- 2.9 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.10 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 10 Business Days from its date of issue.
- 2.11 The Suppliers Terms and Conditions shall supersede any other terms and conditions unless otherwise agreed and signed in writing.
- 2.12 The period of this contract shall be for 1 year, which shall automatically roll into further years until formerly terminated with 3 months notice being provided by the customer.

## 3. SUPPLY OF SERVICES

- 3.1 Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited is not obliged to accept orders from you – and a contract for the services will only be formed when we accept your order and confirm this to you. Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited reserve the right to refuse and cancel any order and operate sophisticated Payment & Fraud security checks.
- 3.2 Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited can only accept orders from UK and International registered businesses.
- 3.3 Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited will arrange delivery of the Consignment/s through a third party service with a reputable Carrier as chosen by you. Should that service not be available once purchased you will be immediately contacted with a comparable alternative or right to cancel.
- 3.4 The collection of a Consignment will normally occur on your chosen date shortly after you have placed your order. Any order can be cancelled by you and a full refund will be given up until the time that the Consignment is collected from you. However, after a consignment has been collected from you, your order cannot be cancelled. This is because we have placed the order on your behalf with the Carrier and will be charged for the collection. By arranging for the Consignment to be collected, you consent to the provision of services to you and accordingly you will not be able to exercise any legal cancellation right that you may have (also known as a 'cooling off' right) from the point when the Consignment is collected from you.
- 3.5 The order and any cancellation of order will be confirmed in writing.
- 3.6 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.7 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.8 The customer shall be obliged to provide promised volume, or the volume equal to the previous six weeks invoicing for a minimum period of 1 year. Once 1 year has passed the period shall roll into a further year until formerly cancelled in writing by The Customer. 3 months notice shall be provided before the end of the period for

contract cancellation. If the client cancels without providing minimum period, then The Supplier shall be entitled to invoice the equivalent period based on minimum volume and/or past 6 weeks invoices, whichever is the greater.

## 4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) cooperate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## 5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be on a time and materials basis:

- (a) the Charges shall be calculated in accordance with the Supplier's consignment fee rates, as set out in the rate card provided to the Customer;
- (b) please note that in addition to the charges which are quoted at the time of your order, surcharges may also be payable by you if, for example, the consignment is not as described when collection is attempted or if the consignment is not available for collection at the specified time. Further details are set out in section 6 below

5.2 The Supplier reserves the right to increase its fee rates, provided that such charges cannot be increased more than once in any 1 month period unless the customer's profile changes. The Supplier will give the Customer written notice of any such increase 7 days before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 1 week of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 1 week's written notice to the Customer. The Supplier shall be able to increase rates without notice should the Supplier's own supply chain suppliers increase rates.

5.3 The Supplier shall invoice the Customer in agreement with the payment terms.

5.4 The Customer shall pay each invoice submitted by the Supplier:

- (a) within the agreed period of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.6 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), the Supplier shall have the right to charge interest on the overdue amount at the rate of 20 per cent per annum above the then current Barclays Bank PLC base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly. A administration charge of £40 shall also be applied for each overdue invoice.

5.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

5.8 The Supplier shall be a preferential creditor in any insolvency of The Customer, if the Customer enters insolvency and is part of a group then The Supplier shall be granted permission to reissue invoices to a solvent group company.

5.9 The standard terms for payment are 7 days from invoice date unless otherwise agreed in writing and signed by both parties.

5.10 Should Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited have to prepay for a shipment then The Customer agrees that pre payment terms shall be required.

- 5.11 A credit limit shall be set and reviewed on a periodic basis, should the credit limit be reached within its payment period then The Customer agrees to make an interim payment to bring the account back within its limit.
- 5.12 Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited's payment terms shall supersede any payment policies The Customer has..
- 5.13 The Customer indemnifies Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited from any costs for perusing any unpaid defaulted debt.
- 5.14 Any unused labels shall be chargeable unless cancelled by midnight on the day of generation. The onus is on the Customer to cancel unused labels ontime.
- 5.15 If the supplier provides any credits for any reason, the credits shall be used or offset against future shipments and invoices. The company is not obliged to provide a cash credit or refund.

## 6. SURCHARGES

- 6.1 Certain surcharges may be payable by you in addition to the carriage fees which are set out as the cost for the standard delivery of your order.
- 6.2 Any Surcharges represent the additional administrative costs which will be suffered by Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited and charges which Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited may incur from the Carriers and are not penalties imposed by Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited. This information is made available to you prior to placing your order.
- 6.3 For illustrative purposes, the following is a non-exhaustive list of when surcharges may be payable.
- 6.4 A surcharge of £50.00 will be applied if you are out when the driver tries to collect or if the Consignment is otherwise unavailable for collection.
- 6.5 On some services there will be a surcharge if a re-delivery is necessary because the receiver is unable to take delivery when required. Please check the rate card prior to sending.
- 6.6 Other surcharges may be applicable if the receiver refuses to take delivery of the goods and they need to be sent back to you.
- 6.7 By entering the weight and dimensions of your Consignment/s you are pre paying for the postage. If the Consignment/s are heavier or larger than the additional weight/size will be charged at the applicable rate to the card that the order was placed on together with a surcharge of £5 + VAT. We refer to this charge as the 'Admin Charge'.
- 6.8 Saturday delivery surcharge (where you pay extra for a delivery on a Saturday) is available should the Saturday delivery service be selected and will only be applied if requested.
- 6.9 Some areas will be subject to a remote area surcharge. This will be calculated in the quoting system prior to the point of booking. Should a change of delivery request be made once in transit, a Surcharge may be applied depending on the new locality.
- 6.10 Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited cannot carry pallets unless on the Pallet service if available. Any order that is collected on a pallet that is booked on any of our standard services will be surcharged.
- 6.11 The consignments must be given to the correct carrier / driver. Should the goods be given to the wrong carrier / driver we will attempt to have the parcel/mail returned. Should this not be possible a surcharge may be applied if the service is more expensive than purchased. If you have booked multiple shipments and multiple companies through our site, please confirm with each driver that you are giving the correct shipments to them.
- 6.12 We may supply documentation to accompany your shipment. Failure to attach this could result in a Surcharge..
- 6.13 Pallet & Same Day services could be subject to a waiting Surcharge if the driver is kept waiting more than 15 minutes, or a failed collection surcharge if there is nothing to collect. A cancellation fee will also be due if the collection is cancelled within 3 hours of the collection being due. This is postcode / order specific and you will be advised on request.
- 6.14 A surcharge will be made should a Cheque need to be re issued to an alternative name or company than the order was placed in.
- 6.15 A surcharge of £1.00 shall be applied for any labels which arent cancelled before midnight.
- 6.16 A surcharge of £10.00 per parcel shall be applied if a label is cancelled and subsequently enters the network.
- 6.17 A surcharge of £50.00 per collection shall be applied where a collection hasn't been cancelled by 10am and there is subsequently nothing to collect.
- 6.18 A surcharge of £25.00 per direct debit that bounces shall be applied per invoice.
- 6.19 A surcharge of £15.00 + any carrier surcharges per parcel that needs to be reprocessed due to exceeding weight restrictions shall be applied.

## 7. COLLECTION OF CONSIGNMENTS

- 7.1 Collection times are not guaranteed unless you have selected a 'Guaranteed Collection Service'. A Guaranteed Collection Service offers a money back guarantee if collection fails at the date and time specified due to the carrier's error or failing.

**7.2** In the rare event that the Carrier cannot make the collection please contact Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited immediately where we will re book for collection the same day if cut off has not passed or the next working day. Please be aware that we are not aware of any issues with collection until we are contacted and the carrier should not be contacted directly as the booking is made on the Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited account with the carrier.

**7.3** Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited does not always come into direct contact with the Consignment/s but sometimes arranges for the collection through one of the major Carriers that we hold an account. Please ensure the correct parcel or mail is given to the correct collecting agent that you have chosen at the time of ordering.

**7.4** Your Consignment/s must be packed to a reasonable standard, packed within a double walled box with the contents cushioned and protected inside. The packaging must also be sufficient to protect the Consignment's weight. It is not always obvious when a Consignment has not been packaged properly. The Carriers will assume that Consignments have been correctly packaged and will exercise a level of skill and care appropriate to that. Any claim resulting from a parcel or mail that is not packaged to a reasonable standard and in line with the above may be declined..

**7.5** Please note that any item travelling through our services must be able to withstand a short drop, fragile items should not be sent through our services. Please see our packaging guidelines and Prohibited / Restricted Items in addition and also sections 10 and 11 relating to Prohibited Items and Restricted Items generally.

**7.6** Prohibited Items and Restricted Items and Consignments which have not been packaged properly should not be sent using our services. If they are sent using our services, the affected item could be subject to delay or return or be held for collection by you or the receiver. In addition, such goods could also be discarded if i) they are damaged to such an extent that they are a Health and Safety risk (such as smashed glass); or ii) if they have been held for collection for a fixed time limit and the time limit advised has been exceeded. Please be aware in such a circumstance, you will be notified that collection of said goods must be arranged by a certain date or the goods may incur storage charges, and finally discarded at a cost payable by the sender.

**7.7** Mail or Parcels should not be strapped or attached together. This is not a secure way for mail or parcels to travel in the Carrier network. Any item which is not securely packaged or strapped to another package will be treated as a Prohibited Item.

**7.8** The Carrier / Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited have the right to refuse a Consignment for a reasonable reason such as no packaging, insufficient packaging or the Consignment does not comply with the information given by you at the time of placing the order - for example is not labelled correctly or is larger than stated.

**7.9** Collections are made on Working days only. Saturday deliveries are available to book online but are not guaranteed. Refund of the Saturday surcharge will be applied if delivery is not made on the relevant Saturday.

**7.10** Please ensure the collection point is available at the collection time that you request. A surcharge may be applied if you are out or the Consignment is otherwise unavailable when the Carrier tries to collect.

**7.11** A receipt should be obtained on collection of your Consignment. Proof of collection will be required for any issues that you may have with the Consignment or processing of your order.

**7.12** Please note the certain services require a bar-coded label / AWB to be printed out and attached to the parcel or mail. During the quote & Book section it will be stated next to the service description that the service requires a Printer. The bar-coded label / AWB will be displayed at the end of your order and we will email you a copy of the relevant label to be attached. Please do this before the courier arrives.

**7.13** For all other Services the driver will provide a Waybill document that the Collection point will have to complete with them to and from address details.

**7.14** It is the customer's responsibility to ensure that all the details are correctly completed and displayed on the correct Consignment as delivery will be made to the details listed on the Consignment. It is not the driver's responsibility to check this information, so please ensure this is checked before he leaves.

## **8. REMOTE COLLECTION / DELIVERY**

**8.1** Consignments collected and or delivered in certain areas in Scotland, Wales, Cornwall, Northern Ireland and Offshore Islands may be subject to a 24-48 hour delay with all Carriers. These areas can also take an additional hour on the Timed Services such as by 9.30am, By 12, 10am.

**8.2** Shipments to and from remote areas nationally and internationally on all services may be subject to delay and possible service downgrade. Please check the address with us prior to sending for advised transit times.

**8.3** Guaranteed Services are guaranteed to most areas. It is the Customers responsibility to check the area they are sending to is covered by this guarantee.

## **9. RESTRICTED ITEMS**

**9.1** We strongly recommend that you do not send Restricted Items using our service. This is because such items are fragile, dangerous or otherwise inappropriate to be carried by our services and Network. Should you proceed to send such goods you do so at your own risk as they are excluded from cover.

**9.2** Restricted items could be subject to non-collection, delay, return or confiscation by Customs. In such circumstances, if a restricted item is collected by the Carrier and then later returned, no refund of carriage will be given and return charges may be applicable.

**9.3** In addition you should note that if you send a restricted item, this may cause damage to other Consignments being carried and you may ultimately be liable for loss to those other Consignments if the senders of those Consignments seek to pursue you.

**9.4** Perishable goods, liquids and any items which contains glass are considered Restricted Items and shall be sent only at senders own risk

## 10. PROHIBITED ITEMS

**10.1** Prohibited items must not be sent using our services. Sending a Prohibited Item using our services is contrary to these terms and conditions. No Transit Cover is provided for Prohibited Items. If a Consignment which contains a Prohibited Item is lost or damaged, you will not be able to make a claim for any Transit Cover or other claim from Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited relating to any loss or damage to such items (and Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited hereby limits its liability accordingly).

**10.2** In addition to our prohibition of the carriage of Prohibited Items, hazardous / dangerous goods are strictly prohibited from our services. Failure to declare hazardous / dangerous goods could lead to you being prosecuted where unlimited fines and imprisonment are possible. Please note that the list of Prohibited/Restricted items which relate to our services is not an exhaustive list of what could be considered to be hazardous or dangerous.

**10.3** Item/s sent within a hazardous box will be classed as such, strictly prohibited. Please do not reuse old hazardous boxes.

**10.4** In addition you should note that if you send a Prohibited Item, this may cause damage to other Consignments being carried and you may ultimately be liable for loss to those other Consignments if the senders of those Consignments seek to pursue you.

**10.5** Perishable goods, liquids and any items which contains glass are considered Prohibited Items and shall be sent only at senders own risk

## 11. LOSS / DAMAGE CLAIMS

**11.1** Please notify us as soon as possible of any claim relating to loss or damage of a consignment and within 28 days of the damage or loss if possible. This is because the Carriers only maintain their records for a limited amount of time (normally up to a maximum of 12 weeks) we will then contact the relevant Carrier on your behalf to enable them to conduct an investigation. After the 28 day period the carrier can be approached to investigate but we can only proceed if the carrier's systems allow.

**11.2** All enquiries relating to loss or damage to Consignments should be directed through Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited. Please do not contact the Carrier directly about your order. If the Carrier is contacted directly, this may cause delays in the resolution of any issues you may have.

**11.3** Please be aware that you should sign for goods as "damaged" if this is the case (and if you are not the Recipient of the goods, you should ask the Recipient to do the same).

**11.4** If goods are signed for as being in good condition, it will be difficult for you to show that the goods were damaged in transit. If you are unable to check when the driver is there, please arrange for goods to be signed for as "unchecked".

**11.5** To process a claim, you will need to have proof that the Carrier has taken the Consignment from you. The best form of such proof is the receipt which the Carrier should provide you with when the Consignment is collected or obtaining a signature on a copy of the shipping label you have. In addition, in the event of a claim a copy invoice will be needed to prove the value of the Consignment.

**11.6** The damaged item together with all packaging should be kept until the claim is concluded as more photographs or inspection of the item may be necessary.

**11.7** If a claim is made that a Consignment has been damaged, all packaging should be kept for inspection by the Carrier. The item must also be available for inspection in the state it was delivered, at the address it was delivered to. Further journeys could cause further damage, making it difficult to assess the original damage. We may also ask for photographs of the internal and external packaging as well as the damaged item to process the claim.

**11.8** If it is shown that an item has been damaged in transit, we will (at our discretion) generally pay for damage to be repaired rather than a replacement – depending on the level of damage to the item and subject to the general provisions in Section 14 below. Accordingly, if you make a claim relating to a damaged item we may also ask for an estimate of repair costs for that item supplied by a specialist who will carry out the repair. If the item cannot be repaired then we would need this in writing from the specialist for a claim relating to the replacement of the item to be considered.

**11.9** In the event that a claim is approved and repair/replacement costs are paid, we will also pay the costs of the reasonable evaluation report and the postage costs associated with that repair/replacement (subject to the postage being limited to the type of Carrier service where the item was damaged) - to the maximum amount specified in section 14.

**11.10** The Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited's claims team will arrange for your item to be carried for repair through the Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited's Services when requested.

**11.11** A claim relating to a lost item can only be processed once the Carrier has concluded its searches for the item. Invoices should still be paid pending this credit..

**11.12** Any amounts payable in relation to a lost or damaged item will only be paid to the party placing the order as further described in 16.4.

**11.13** Please ensure the exact name or company name is entered at the time of booking as a Surcharge will be charged to re issue a settlement cheque. See section 6 for further details regarding surcharges.

**11.14** If you wish to contest any claim decision, please write in to the Customer Service Director within this period (as described in the following section) after having discussed the decision with the Claim Manager - see section 13.1.

**11.15** No claim shall be valid for any restricted, prohibited or perishable goods. These items are sent at senders own risk.

**11.16** No claim shall be valid should the packaging used to send the goods be considered unsuitable.

11.17 The supplier shall not be liable for any damage to any damage caused during a collection at the customers premise.

11.18 The supplier shall not be liable for any loss or damage for Un-Tracked Items.

## 12. LATE DELIVERY CLAIMS

12.1 Any item that is sent to or collected from a Guaranteed area on a Guaranteed collection or delivery service will be refunded in full if the guarantee fails as long as we are informed within 14 days. Certain exclusions apply, see below.

12.2 Exclusions: The money back guarantee for late deliveries is invalidated under any of the following circumstances:

- (a) If the Collection or delivery postcode is not in a Guaranteed area (please check before sending)
- (b) Acts of God, such as extreme weather or any naturally occurring event outside of human control.
- (c) Consequences of war.
- (d) Delay due to Customs clearance.
- (e) Insufficient Packaging.
- (f) If the Consignment contains a Prohibited / Restricted item.
- (g) If 14 days after delivery has passed.

## 13. GENERAL HAULAGE SHIPMENTS

13.1 All goods sent through The Suppliers General Haulage or Pallet Network service shall be sent under RHA Conditions of Carriage alongside our own terms and conditions.

## 14. FREIGHT FORWARDING SHIPMENTS

14.1 All goods sent through The Suppliers Freight Forwarding Service shall be sent under British International Freight Association Standard Trading Conditions alongside our own terms and conditions.

## 15. CONFIDENTIALITY

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 6.14 shall survive termination of the Contract.

## 16. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

16.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

16.2 Subject to clause 16.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10.
- (c) Caribou Worldwide Ltd, CD (No.1) Ltd, CW (No.1) Ltd, GLB Transport Ltd, Osborne Motor Transport Ltd or any other subsidiary of Orb Group Holdings Limited accepts no liability for loss/damage to an item if it has not been correctly packaged and/or labelled unless it can be shown that we have not acted with reasonable skill and care.

16.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.



16.4 This clause 16 shall survive termination of the Contract.

## 17. TERMINATION

17.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing of the breach;

(b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where a company) for the sole purpose of a scheme for a solvent

(d) a petition is filed, a notice is given, a resolution is passed, or an order is

(e) the other party (being an individual) is the subject of a bankruptcy petition

(f) a creditor or encumbrancer of the other party attaches or takes possession

(g) an application is made to court, or an order is made, for the appointment of

(h) a floating charge holder over the assets of that other party (being a

(i) a person becomes entitled to appoint a receiver over the assets of the other

(j) any event occurs or proceeding is taken with respect to the other party in (k) the other party suspends or ceases, or threatens to suspend or cease, to

(l) the other party (being an individual) dies or, by reason of illness or amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

or order;

of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company); (company) has become entitled to appoint or has appointed an administrative receiver; party or a receiver is appointed over the assets of the other party; any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.1(b) to clause 17.1(i) (inclusive); carry on all or a substantial part of its business; or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

17.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

17.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party 1 months' written notice.

17.4 Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 17.1(b) to clause 17.1(l), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

17.5 The customer shall be obliged to provide promised volume, or the volume equal to the previous six weeks invoicing for a minimum period of 1 year. Once 1 year has passed the period shall roll into a further year until formerly cancelled in writing by The Customer. 3 months notice shall be provided before the end of the period for contract cancellation. If the client cancels without providing minimum period, then The Supplier shall be entitled to invoice the equivalent period based on minimum volume and/or past 6 weeks invoices, whichever is the greater.

## 18. CONSEQUENCES OF TERMINATION

18.1 On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16.2 The customer shall be obliged to provide promised volume, or the volume equal to the previous six weeks invoicing for a minimum period of 1 year. Once 1 year has passed the period shall roll into a further year until formerly cancelled in writing by The Customer. 3 months notice shall be provided before the end of the period for

contract cancellation. If the client cancels without providing minimum period, then The Supplier shall be entitled to invoice the equivalent period based on minimum volume and/or past 6 weeks invoices, whichever is the greater.

## 19. GENERAL

### 19.1 Force majeure:

(a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

(b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 1 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

### 19.2 Assignment and subcontracting:

(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract

(b) The Customer shall not, without the prior written consent of the Supplier, subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. Assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

### 19.3 Notices:

(a) Any notice or other communication required to be given to a party under or (b) Any notice or other communication shall be deemed to have been duly

(c) This clause 19.3 shall not apply to the service of any proceedings or other in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number. received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at [9.00 am] on the [second] Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission. documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

### 19.4 Waiver:

(a) A waiver of any right under the Contract is only effective if it is in writing (b) Unless specifically provided otherwise, rights arising under the Contract and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### 19.5 Severance:

(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

19.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it..

19.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.

19.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

### 19.10 Amendments:

a) The Supplier shall reserve the right to amend or update any part of this agreement and subsequent amendments by providing notice to The Customer.

b) The Supplier shall send amendment notices via Email, Verbally, Post or by publishing a generic updated T&Cs on its own website.

c) The Amendment shall be enforceable from the day the amendment is sent.

These terms and conditions are accepted by: