

Standard Conditions of Carriage

THE CONDITIONS SET OUT BELOW ARE INCORPORATED INTO THE TERMS OF THE AGREEMENT BETWEEN OVERSEAS COURIER SERVICE (LONDON) LIMITED AND THE SHIPPER. THESE CONDITIONS, OVERSEAS COURIER SERVICE (LONDON) LIMITED, ITS SERVANTS AND AGENTS, EXCLUDE LIABILITY FOR CERTAIN LOSSES AND DAMAGE. THE CONDITIONS ALSO LIMIT THE AMOUNT OF ANY LIABILITY THAT OVERSEAS COURIER SERVICE (LONDON) LIMITED MAY HAVE. SHIPPERS ARE THEREFORE ADVISED TO MAKE ADDITIONAL ARRANGEMENTS FOR ENHANCED LIABILITY COVER (AS DESCRIBED IN SECTION 10 BELOW)

1. Applicability and Services

- (1) These conditions shall apply to, and for the benefit of OVERSEAS COURIER SERVICE (LONDON) LIMITED (hereinafter referred to as "OCS"), its authorised agents, and its affiliated companies, and their officers, directors and employees, and the Shipper, and apply to all transactions and agreements between OCS and the Shipper unless otherwise expressly stated. Any variation of these Conditions must be in writing and signed by, or on behalf of OCS and the Shipper.
- (2) Shipping Services do not include any guarantee that the delivery will reach its destination, unless the Shipper has expressly requested and contracted such in writing.
- (3) Postal Services are performed when that post has been delivered into the custody of OCS's chosen Postal Operator for dispatch to the agreed destination.
- (4) OCS reserves the right to refuse to provide Postal or Shipping Services.
- (5) Delivery of Post will be subject to the published regulations/terms of the relevant Postal Operator.
- (6) In the event that the total number of items and total weight in any Shipment or Post are not specified by the shipper on the Airbill these will be calculated by OCS for the purposes of calculating OCS's charges. The Shipper agrees to accept such calculations as final and correct.

2. The O.C.S Courier Waybill ("The Airbill")

The Airbill is non-negotiable and the Shipper acknowledges that it has been prepared by the Shipper or by OCS on behalf of the Shipper as a true certification of the agreement between the parties. The Shipper warrants that it is the owner of the goods transported hereunder, or that it is the authorised agent of the owner of the goods and that it hereby accepts and agrees to these OCS Terms and Conditions for itself and as agent for any other person having an interest in the shipment.

3. Shipper Obligations and Acknowledgements

- (1) The Shipper Warrants that
 - (a) each article in the Shipment or Post is properly described on the Airbill; and
 - (b) no article in the Shipment or Post has been declared by OCS to be unacceptable for transport in accordance with section 8 below or otherwise; and
 - (c) the Shipment or Post is properly marked and addressed, and securely packed to ensure safe transportation with ordinary care and handling.
 - (d) all Shipments or Post are fit to be stored and dispatched in the condition they are tendered to OCS
 - (e) all Shipments or Post are owned by the Shipper or the Shipper is an authorized agent of the owner, in which case the Shipper accepts these conditions on behalf of the owner
- (2) The Shipper understands and agrees that OCS may abandon and/or release any Post, Shipment or part-shipment consigned to OCS by the Shipper, which OCS has declared to be unacceptable or which the Shipper has undervalued for Customs purposes, or wrongly described (whether intentionally or otherwise) without incurring any liability whatsoever and the Shipper will save, defend and hold OCS harmless from all claims, damages, fines and expenses arising thereafter.
- (3) The Shipper shall be solely liable for all costs and expenses (WHICH SHALL INCLUDE BUT NOT BE LIMITED TO V.A.T., CUSTOMS DUTIES AND ANY SIMILAR TAXES OR IMPOSTS) related to the Post or Shipment and for any costs or expenses incurred in returning the shipment to the Shipper, warehousing, storing or disposing of them.
- (4) The Shipper understands and agrees that OCS is not a common carrier and that OCS reserves the right at its sole discretion to refuse or abandon the carriage or transportation of any particular goods for any person, firm or company, and the carriage or transportation of any class of goods.

4. Right of Inspection of Shipment

OCS has the right to inspect any Shipment or Post, but it is under no obligation to do so. If it does so, it shall be entitled to open the Shipment or Post and examine any package therein. In that event OCS will exercise reasonable care, but it shall not be liable for any damage to the shipment or any delay of the Shipment or Post arising as a result of such examination.

5. Lien on Goods Transported

OCS shall have a lien on all Shipments and Post transported for all freight charges, Customs duties advanced or other charges of any kind arising out of transportation hereunder and may refuse to surrender possession of the shipment until all such charges are paid.



6. Limitation of Liability

(1) Save as otherwise provided for by statute:

(i) OCS shall not be liable for any Consequential Loss howsoever arising.

(ii) the liability of OCS for Direct Loss in respect of Shipping Services is limited to the lesser of:

(a) The total amount of loss or damage actually sustained in respect of any Shipment, or

(b) The Actual Value of the lost or damaged documents or parcels contained in the Shipment; or

(c) UK £150.00.

(iii) OCS shall not be liable for any Direct Loss howsoever arising (and whether by a fault of OCS or the Post Operator) in respect of Postal Services

(2) If the Shipper believes that the value of the Shipment exceeds £150 he is advised to make additional arrangements for enhanced liability cover. (as described in section 10 below).

(3) The time for delivery of a Shipment or Post is not of the essence to any agreement unless expressly confirmed to be so in writing in advance of the shipment being sent, and OCS Shall not be liable for any delay in the delivery or pick up of a shipment howsoever caused. Delivery times for delivery of Post or Shipments which are quoted by OCS are delivery aims only and OCS accepts no responsibility for dispatch or delivery times of Post or Shipments. In any event weekends, public holidays and bank holidays are not included in OCS's quoted delivery times for Post or Shipments.

(4) The Shipper will indemnify and keep OCS fully indemnified from and against all claims, proceedings, costs, expenses, liability, injury, duties, taxes, import levies, loss or damage in respect of:

(i) Any breach of this agreement by the Shipper

(ii) Any injury or death of any person or damage to any property arising directly or indirectly from any act, omission, default or negligence of the Shipper, it's servants or agents.

(iii) Any claim, cost or demand whatsoever by whomsoever made in excess of the liability of the OCS under these conditions in respect of loss, damage, or injury howsoever caused, whether or not by the negligence of OCS, it's servants, agents or subcontractors

(iv) The shipper undertakes that no claim shall be made against any director, servant, employee, agent or subcontractor of OCS which imposes or attempts to impose upon them any liability in connection with any services which are subject to these conditions and without prejudice to the foregoing, if any such claim is made, to indemnify OCS against all consequences of such a claim.

7. Claims

(1) If the Shipper is dissatisfied with the service of OCS the Shipper must notify OCS in writing:

i) within 30 days from the date the Shipment or Post was tendered to OCS in the case of alleged loss of the shipment, or

ii) 14 days of receipt of the Shipment or Post in the case of alleged damage. OCS reserves the right to decline to accept any claim not so notified.

(2) In the absence of any such notification, the Shipper is deemed to have accepted that the service has been provided satisfactorily and that the Shipment or Post has been delivered in accordance with the terms of the agreement between OCS and the Shipper.

(3) In any event, OCS will be under no liability to accept any claim unless and until the Shipper has paid to OCS all charges due under this agreement. The Shipper may not set off the amount of this claim against those charges

8. Materials Not Acceptable for Transport

Except with the express consent in writing of an authorised officer of OCS, OCS will not carry, and reserves the right to refuse to deliver any of the items below and may declare them unacceptable for transport in accordance with clause 3: Currency, Money Orders, Travellers Cheques, Stamps, Antiques, Works of Art, Plants, Jewellery, Animals, Precious Stones, Pharmaceuticals, Drugs, Foodstuffs, Precious Metals, Liquor, Tobacco, Perishables, Bullion, Firearms, Explosives, Negotiable Instruments in bearer form, Cashiers Cheques, Lewd obscene or pornographic materials, Industrial Carbons and diamonds

*Articles restricted by IATA, including hazardous or combustible materials prohibited by any federal, state or local government of any country from to or through which the Shipment or Post may be carried.

*Any other items from time to time notified by OCS to be a prohibited item in accordance with this paragraph.

9. Warsaw Convention

In contracts to which the Warsaw Convention applies, the liability of OCS to the Shipper may be further limited. This contract incorporates such of the provisions of the Convention as may be applicable to it.

10. Enhanced Liability Cover

(1) Should the Shipper wish to provide additional protection against loss or damage to a Shipment, he must notify OCS before tendering the shipment, stating the nature and value of the goods and the destination of the shipment, specifying the arrangements required. Any such additional cover will incur further charges to the Shipper so that:

(i) Shipments requiring additional compensation arrangements up to and including £5,000 (subject to amendment on application) there will be subject to a Compensation surcharge at a level quoted at the time of booking.

(ii) Shipments requiring enhanced liability cover in excess of £5,000 (subject to amendment on application) will be subject to an Insurance policy, in accordance with prevailing FSA regulations. The premium for such cover will be quoted as an Insurance premium and be specific to the individual shipment tendered. Any such insurance cover would be subject to such terms and conditions as the insurer would stipulate.

(2) Overseas Courier Service (London) Ltd is registered with the Financial Services Authority to undertake insurance mediation. Registered No 314242

(3) In any event and for the avoidance of doubt any cover arranged will not cover the Shipper for Consequential Loss and OCS is not liable for Consequential Loss howsoever caused.

(4) Unless otherwise expressly agreed in writing, no insurance will be effected by the company in respect of the Shipper's Post.

11. Law of the Contract

The Shipper and OCS hereby irrevocably agree that English Law shall apply to this agreement in every particular and exclusively submit to the sole jurisdiction of the English Courts.

12. Definitions

(1) In these terms:

"Direct loss" means loss caused by the physical damage, destruction or permanent disappearance of the shipment or any part of it while in the custody of OCS or its servants or agents.

"Shipment" means any package containing the documents or parcels consigned to OCS under the Airbill.

"Shipping Services" means the delivery of Shipments by OCS to the agreed destination.

Shipper means any customer of OCS who is receiving Postal Services or Shipping Services.

"Post" means any letter, printed matter, parcel, packet, goods or other articles transmissible by post.

"Postal Operator" means any postal operator chosen by the company in its sole discretion to effect dispatch of post to its final destination

"Postal Services" means the packing and delivery of Post to a Postal Operator, who will in turn deliver that Post to the appropriate destination.

"Consequential Loss" means any loss or damage, other than Direct Loss, suffered or alleged to have been suffered by the Shipper, or by any other person, in consequence of the carriage of the shipment by OCS, its servants or agents or in consequence of any breach by OCS, its servants or agents of the agreement to carry the shipment.

"Actual Value" means the value of the document or item contained in a shipment (which term includes an item declared to be of no commercial value) calculated as either:

1) its actual cost of production; or

2) the cost of its replacement, reconstruction, repair or reconstitution at the date of the shipment shown on the Airbill, whichever is less; and without regard to any commercial utility or special value to the Shipper, and PROVIDED THAT the actual value shall not exceed that original cost if the article paid by the Shipper plus 10 percent.