

Your Company Details

Company Name:	Nature of Business:
Your Name:	Email:
Address:	
Postcode:	
Tel:	Fax:
Accounts Payable Contact & Email:	Vat Reg No:
Company Reg No:	Date Business Commenced Trading: / /
Approximately how many consignments do you send each month?	

Your Bank Details

Bank Name:	
Address:	
Postcode:	
Account No:	Sort Code:

Please provide details of two trade references

Company Name:	Contact:
Email Address:	Telephone:
Company Name:	Contact:
Email Address:	Telephone:

Credit Terms & Requirements

Invoices will be rendered weekly. Payment is due 15 days from statement. Credit allowed subject to satisfactory references & credit checks.

I have read and agree to your credit terms (Please Tick)

Authorised Signatory: _____

Anticipated monthly credit required £ _____ Print Name: _____

Agreement

I / We have read and agree with your terms and conditions of contract (printed overleaf)

Signed: _____ Print Name: _____

Position in Company: _____ Date: _____

Please return completed form to:

Time Express Limited
1-3 High Street, Ballymoney, Co. Antrim
Northern Ireland, BT53 6AH.
or fax to **028 2766 8877**

For internal use only

A/C # Allocated _____

Credit Limit Agreed £ _____

Authorised By _____

TERMS & CONDITIONS OF CONTRACT

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1. All and any business undertaken, including any advice or information given or service provided whether gratuitously or not by Time Express Limited or The Transport Department Limited, Head Office: 1-3 High Street, Ballymoney, Co. Antrim BT53 6AH, or by any subsidiary or associated companies, hereinafter called "the company" is transacted subject to the conditions hereinafter set out and each condition shall be deemed to be incorporated in and to be a condition of any agreement between the company and its customers.
 2. In these conditions of trading (hereinafter called "these conditions", the "company" means and (unless the context precludes the same) includes the company's servants, agents, and any person or persons carrying goods under any contract with the Company. "Customer" means any person who contracts for the services of the Company and includes the Customer's servants or agents.
 3. The company is not a common carrier and will accept goods for carriage only in these conditions.
 4. No Agent of or person employed by or under contract with the Company has any authority to alter or vary these Conditions in any way unless previously expressly authorised to do so by the Company in writing.
 5. If any legislation is compulsory applicable to any business undertaken, these Conditions shall as regards such business be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights of immunities or as an increase of any of its responsibilities or liabilities under such legislation and if part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.
 6. (a) Customers entering into transactions of any kind with the Company for the carriage of goods expressly warrant that they are either the owner or the authorised agents of the owners of any goods to which the transactions relate and further warrant that they are authorised to accept and are accepting these Conditions not only for themselves but also as agents for and on behalf of all other persons who are or thereafter become interested in the goods.
(b) The Company accepts Goods for conveyance on the basis that (i) - (vii) below of these Conditions are all fulfilled and the Customer irrevocably warrants that they are so fulfilled.
 - (i) that the customer is either the owner of or acting as the fully authorised agent for the owner of the Goods and that if any other person has an interest in the Goods the Customer is acting as his fully authorised agent also.
 - (ii) that the Goods do not comprise or include weapons, ammunition or explosives.
 - (iii) that the Goods do not comprise or include a letter or letters which the United Kingdom or Irish post offices have an exclusive right to convey.
 - (iv) that the Goods do not comprise or include drugs, documents or things which it is illegal to have in possession in the United Kingdom or elsewhere.
 - (v) that the Goods do not comprise or include documents or other things which it is illegal to take out of the United Kingdom or Ireland or to take into the country to which they are consigned.
 - (vi) that the Company has been given express prior written and detailed notice of the toxic corrosive combustible or flammable nature of any Goods.
 - (vii) that unless packed by the Company the Goods are packed to the Customer's complete satisfaction and in strict compliance with all relevant packing regulations.
(c) No insurance cover for the Goods shall be arranged by the Company. For the avoidance of doubt, no insurance for the Goods shall be deemed or assumed to have been arranged by the Company unless and until written confirmation of the insurance cover arranged by the Company for the Customer is received by the Customer and any such cover shall only commence from the date and time and shall be subject to the Terms of the Insurance stipulated in such written confirmation.
7. Any instructions or business accepted by the Company may in the absolute discretion of the Company be fulfilled by the Company itself by its own servants performing part or all of the relevant services or by the Company employing or entrusting the carriage of goods to others to perform part or all of the services.
8. Subject to express instructions given by the Customer, the Company reserves the rights to itself the absolute discretion as to the means, route and procedure to be followed in the handling, storage, and transportation of goods. Further, if in the opinion of the company it is at any stage necessary or desirable in the Customer's interests to depart from these instructions, the Company shall be at liberty to do so.
9. The customer warrants that all goods entrusted to it for carriage have been properly and sufficiently packed, labelled and/or repaid.
10. All offers and quotations by the Company for its services are given on the basis of prompt acceptance by the Customer and shall only remain open for acceptance for the period of seven days unless revoked, withdrawn or verified by the Company prior to such acceptance.
11. All credit accounts are invoiced weekly with statements being rendered monthly which are subject to settlement within 15 days. Where payment is not received by that date the Company reserves the Right to impose a surcharge on all outstanding balances at the rate of 3% per month and debit any discount given.
12. (i) The Company shall only be responsible for any non-delivery or mis-delivery if it is proved that the loss, damage, non-delivery or mis-delivery occurred whilst in the actual custody of the Company and under its control and that such loss, damage, non-delivery or mis-delivery was due to the negligence or default of the Company and in the event of the company providing transport the carriage of such goods shall be solely at the risk of the Customer and the Company shall incur no liability of any kind in respect thereof, and the Customer is advised to insure against such risks.
(ii) The Company shall only be liable for any non-compliance or mis-compliance with instructions given to it if it is proved that the same was caused by the negligence or default of the Company.
(iii) Save as aforesaid the Company shall be under no liability whatsoever however arising, and whether in respect of or in connection with any goods or any instructions, business advice, information or service or otherwise.
(iv) It shall be the responsibility of the Customer to satisfy himself that any load that he wishes to have carried by the Company shall be suitable for conveyance in the vehicle or machine ordered by the Customer and provided by the Company, and if the customer accepts the vehicle or machine offered by the company for the carriage of such load the Customer will accept no liability whatsoever for any loss or damage to such load arising from the unsuitability of such vehicle or machine.
(v) Without prejudice to the generality of the foregoing, in the absence of express agreement by the Company's General Manager, the Company can under no circumstances whatsoever accept any responsibility for any delay to goods not due to negligence or default of the company.
(vi) Further and without prejudice to the generality sub-condition the Company shall not, whether under sub-conditions (i) or (ii) or otherwise, be under any liability whatsoever for any detention of goods or for any consequential loss, damage or deterioration arising therefrom except where (a) the customer shall have specified to the Company the nature of the goods and purpose of the transit and the company through its general manager shall have agreed in writing with the customer a time schedule and specification in respect of the transit of the sale of goods; (b) it shall be proved that such detention, loss, damage or deterioration was due to the negligence of the Company.
13. In no way whatsoever shall any liability of the Company however arising and not withstanding any lack of explanation exceed the declared value of the goods to a maximum of £100.00 sterling, or three times the tariff charged, whichever is the less.
14. In any event the Company shall be discharged from all liability for loss from the package or an unpacked consignment or for the loss or non-delivery of the whole consignment or for damage or mis-delivery (however caused) unless the Company is advised thereof in writing within 7 clear days and a quantified claim is made in writing within 28 days after the end of the transit of the consignment.
15. The Company will not deal with any noxious, dangerous or inflammable or explosive goods likely to cause damage, should the customer nevertheless deliver any such goods to the Company, cause the Company to handle or deal with any such goods, the customer shall be liable for loss or damage whatsoever caused by or to or in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses, whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or by any other person in whose custody they may be at the relevant time.
16. Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures (excluding commercial artwork), livestock or plants or cash or perishables. Should any customer nevertheless deliver such goods to the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with the goods however arising.
17. (a) All sums shown to be due to the Company on its invoices sent to the Customer shall be paid to the Company immediately when due without any deductions and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.
(b) The Company shall have a lien for any amount due under the Contract and the cost of recovering the same. If any lien is not satisfied within a reasonable time, the Company shall be at full liberty to sell the Goods, either privately or by auction and to apply the proceeds of any such sale in or towards discharge of the lien and the expense of the sale.
18. All agreements between the Company and its customers shall be governed by English Law and be within the exclusive jurisdiction of the English Courts.
19. The company alone shall be responsible for the weighing of all consignments, and retains the right to amend any weights declared. Volumetric weight charges will apply if the volume exceeds the actual weight. Volumetric method of calculation is as follows.
 - (a) For transportation by Air - Consignment Dimensions in Cms, Height multiplied by Width multiplied by Length Divided by 6000.
 - (b) For transportation by Land or Sea - Consignment Dimensions in Cms, Height multiplied by Width multiplied by Length Divided by 3000.