

## **Terms & Conditions of use of the Door To Door Cargo Service Limited's website and all other Door To Door Cargo Service Limited's offered Services.**

The following terms and conditions govern the use of the website [www.doortodoorcargo.co.uk](http://www.doortodoorcargo.co.uk) ("DTDCS website") of DTDCS Limited ("DTDCS"), including all sections and services available on the DTDCS website and all other DTDCS's Services offered in store. The viewing or use of this site will constitute your agreement, on behalf of yourself and the entity you represent (hereinafter collectively "you" or "your"), to all of the terms and conditions provided below.

DTDCS may make future changes or modifications to such terms and conditions at any time without notice, and any subsequent viewing or use of the DTDCS website will constitute the user's agreement to the changes and modifications. There may be additional terms and conditions provided throughout the DTDCS website governing your use of particular functions, features, information and applications available through the DTDCS website.

The DTDCS website and its Content are provided "AS IS". DTDCS and its licensors disclaim any and all warranties, express or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, regarding any such Content and your ability or inability to use the DTDCS website and its Content.

DTDCS does not warrant that the Content of the DTDCS website will meet all of customer's requirements or that its operations will be uninterrupted or error free, or that any defect within the DTDCS website will be corrected. Furthermore, DTDCS does not warrant nor make any representation regarding the results of customer's use of the DTDCS website in terms of capability, correctness, accuracy, reliability or otherwise. No oral or written information, representation or advice given by DTDCS or an authorized representative of DTDCS shall create a warranty.

The terms and conditions for using the DTDCS website and related services are contained in the most current version of the DTDCS Conditions of Carriage, which is available on request. The most current version of the DTDCS Conditions of Carriage will be applicable in the event of any conflict between any DTDCS services or related service information on the DTDCS website.

### **Definitions**

**"Content"** means information, graphics, products, features, functionality, services, and links on the DTDCS website, including 'Tracking', 'Service Guide', 'Franchisee', 'Corporate Solutions', 'Careers' and 'eSolutions'.

**"DTDCS"** means DOOR TO DOOR CARGO SERVICE LIMITED. Having its registered office at DTDCS 445 High Road, Ilford, Essex, IG1 1TR, and any of its subsidiary and associate companies.

**"you"** means yourself and/or the entity that you represent.

## **Use of the DTDCS website AND ALL OTHER SERVICES**

The DTDCS website is provided solely for the use of current and potential DTDCS customers to interact with DTDCS and may not be used by any other person or entity, or for any other purpose. Specifically, all information provided on the website including pertaining to shipping, tracking, rating, receiving invoices and remitting payment using electronic funds transfer, drop-off locations, identifying and preparing international documents, estimating duties and taxes, and other information and services may only be used by current and potential DTDCS customers for their own shipments. Unless indicated otherwise in the terms of use of a specific interactive feature on the DTDCS website, the use of the DTDCS website to provide information to or prepare shipments by or for the benefit of third party shippers is expressly prohibited.

### **DTDCS Username Registration**

You may choose to register on the DTDCS website to access interactive features on the website. The DTDCS website username provides you with access to various online services, including but not limited to 'Tracking', 'Service Guide', 'Franchisee' and 'Corporate Solutions'. The availability of these services varies by country. In the future, DTDCS may add other features that may be accessed through the DTDCS website username. In such event, previously registered users may or may not be required to re-register for availing services offered by DTDCS on the DTDCS website. By registering on the DTDCS website, you agree to provide accurate and current information about yourself as prompted by the DTDCS website username registration pages and maintain and promptly update your online profile information to keep it accurate and current.

Some of the DTDCS website services are being made available to customers based in some countries and not others. You agree to register only for the services offered on the DTDCS website for the country in which your DTDCS account is based. For example, if your DTDCS account is based in India, you will register for services offered on the DTDCS website specifically meant for India and not for services offered on any other website of DTDCS or its subsidiaries/associate companies. When you register using the DTDCS website username registration, you will select a user ID and password. You are responsible for maintaining the confidentiality of the password and user ID, and you are responsible for all activities that occur under your password and user ID. You agree to (a) immediately notify DTDCS of any unauthorized use of your user ID and password, and (b) ensure that you exit/logout from your session on the DTDCS website at the end of each visit.

### **Changes to the DTDCS website**

The DTDCS website and its Content, may be changed, deleted or updated at any time without notice.

### **Termination of Use**

DTDC reserves the right to discontinue, suspend or modify the Content of the DTDC website at any time without notice, and DTDCS may block, terminate or suspend yours and any user's access to the DTDC website at any time for any reason in its sole discretion, even if access continues to be allowed to others.

## **Ownership**

The DTDCS website and its Content are protected by the laws of the ENGLAND & WALES and applicable international intellectual property and other laws. "DTDCS" and its logo, DTDCS does not convey to anyone, through allowing access to the DTDCS website, any ownership rights in the DTDCS website or in any Content appearing on or made available through the DTDCS website. Customer may not copy, modify, translate, transmit, distribute, adapt, reproduce, decompile, reverse engineer or disassemble any part of the DTDCS website or its Content thereof.

## **Disclaimer of Warranty**

Use of the DTDCS website and its Content is at your sole risk. The DTDCS website will in no event be liable to you or any person or entity claiming through you for any direct, indirect, consequential, incidental or other damages under any theory of law for any errors in or the use of or inability to use the DTDCS website and its content including without limitation, damage for lost profits, business, data, or damage to any computer systems, even if you have advised DTDC of the possibility of such damages.

## **Limitation of Liability**

Notwithstanding the above, to the extent permitted by applicable law, you agree that in no event shall DTDCS's total liability for any damages (direct or otherwise) or loss or theft or or the material of the parcel regardless of the form of action or claim, whether in contract, tort or otherwise, exceed 50.00 pounds for domestic consignments or international consignments. Proof of value of the given parcel content must be provided at the time of claim. The remedies stated for you in these terms and conditions are exclusive and are limited to those expressly provided for in these terms and conditions.

## **Indemnity**

You agree to defend, indemnify and hold harmless DTDCS and its affiliate companies and their respective officers, directors, employees, main contractors, sub-contractors, agents and representatives from any and all claims arising out of your breach of any of these terms and conditions, and any of your activities conducted in connection with the DTDCS website.

## **DTDC Conditions of Carriage**

The terms and conditions for using the DTDCS Limited's website and related services are contained in the most current version of the DTDCS Limited's Conditions of Carriage, which is available on request. The most current version of the DTDCS's Limited Conditions of Carriage will be applicable in the event of any conflict between any DTDCS Limited's services or related service information on the DTDC's website or invoice.

## **Links to other web sites**

There are links on the DTDCS website that allows you to visit the sites of third parties. Neither these sites nor the companies to whom they belong are controlled by DTDCS. DTDCS makes no representations concerning the information provided or made available on

such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites.

DTDCS has not tested and makes no representations regarding the correctness, performance or quality of any software found at any such sites. You should research and assess the risks which may be involved in accessing and using any software on the Internet before using it.

### **Controlling Law and Severability**

This Agreement and your use of the DTDCS website is governed by and construed in accordance with the laws of the ENGLAND & WALES, excluding its conflict of law's provisions. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible.

**Any action with respect to the DTDCS website or this Agreement must be instituted within 14 days after the claim or cause of action has arisen and must be brought in a court of competent jurisdiction within the territory of the courts. This Agreement may not be changed or modified without the written consent of DTDCS.**

### **Parties and Sub Contracting**

If you do not own some or all of the goods stored or carried, we will consider that you are the Agent of the owner or owners and that if any other person has an interest in the goods you are acting as his or her fully authorised Agent also.

We may employ any other third party to carry out the Contract. Any third party will also have the right to sub-contract its rights and obligations.

### **Goods not Accepted for Carriage or Storage**

a) We will not accept any of the following goods for in respect of the performance by us of the Services unless an Executive Director of DTDCS (as DTDCS is defined above) has written to you to say that we have accepted them. Unless we have written to you we are not liable in any way for the following goods. This includes losses arising from our negligence.

(i) Dangerous Goods;

(ii) Hazardous goods, flammable goods;

(iii) Items which cannot be carried by one person or may cause direct or physical damage to an individual or to other goods;

(iv) Alcohol including wines, spirits or beer, Antiques, Beds, Mattresses, Birds, Body parts or human remains, Cash, Cheques or vouchers with a face value), Domestic appliances (washing machines, dryers, fridges), Firearms, Fish, Flammable goods, Frozen or perishable food, Furniture (inc flat packs), Furs, Glass, Granite, Hazardous goods, Headboards, Jewellery (including watches), Liquids of any kind, Living or dead animals, Marble products, Living organism of any type, Personal items, Petrol or diesel tanks (Full or empty), Plants, Precious metals (including gold or silver items), Televisions or monitors with screens over

26" (diagonal (including plasmas or LCD'S), Trees, Tyres, Vegetables, Works of art, any articles (or part of them) that are made up of china, glass, porcelain, earthenware or other similar materials, or documents which can be exchanged for cash or goods (for example cheques, vouchers with a face value); and/or

Any goods not allowed under the law or regulation of any government, public or local authority of any country where the goods are carried.

### **Packaging, Labelling and Receipt of Goods**

You must properly pack and label all goods, in particular:-

i) You must pack the goods so that the Consignment or the contents of the Consignment or any other goods being carried by us will not be lost or damaged whilst being transported.

ii) If the Consignment has been pre-packed, for example, new goods in a display box, the requirement properly to pack the goods set out in Condition 6(a) (i) must include packing the consignment so that the packaging will not be damaged whilst being transported.

iii) You must ensure that the labelling has the full address and postcodes of both the person or company sending the package and the person or company receiving it.

b) It is your responsibility to tell the receiver of the Consignment or the goods when they will be delivered. We may charge you a sum not exceeding £10.00 (being the cost incurred by us) for each wasted journey made in attempting to deliver the goods.

c) If we attend any address to collect the Consignment and you or any third party are not in and we are unable to collect the Consignment, then, in addition to our rights at clause 10(d) below, we will inform you that we attempted to collect the Consignment and, until you contact us to re-arrange a new collection time, we shall not be obliged to attempt to re-perform the Services.

d) Any timescales for delivery given by us through our 'Estimated Time of Arrival' ('ETA') service known as Predict, on our web tracking pages are estimates only and, if we are unable for any reason to fulfil any delivery within any specified ETA, we shall not be deemed to be in breach of the Contract or have any liability to you.

### **Loading and Unloading**

a) We will load and unload the Consignment but shall not deliver the Consignment any further than the front door of the address for delivery.

b) We will not be required to provide additional services other than the Services unless any additional service has been requested by you and has been agreed by us in writing prior to collection or delivery being made.

c) For the avoidance of doubt, any instructions received by our drivers at collection or delivery by us shall not be legally binding.

### **Consignment Notes**

We will, if asked to do so, sign a document prepared by the person sending the goods to acknowledge that we have received the Consignment or goods. However, this document will not be evidence of the condition or correctness of the description, quantity, or weight of the Consignment or goods at the time we receive them

### **Transport and Unclaimed Goods and Undelivered Goods**

a) We are entitled to carry goods by any means of transport and by any route.

b) we will finish transporting the goods (unless we decide otherwise) when we offer them for delivery at the expected place of delivery within the usual delivery hours of the district. However, when we hold or keep the goods because you have asked us to do so or because the person receiving the goods refuses or is unable to accept delivery of them then, if the goods are not removed, within 7 Days, we will consider that we have finished transporting the goods. We will store the goods at your risk and we have the right to dispose of the goods.

c) if for any reason we cannot carry the goods to the address to which they are addressed or we cannot deliver the goods at the address, the following will apply:- i) We will try to contact you and ask for a new address to which we can deliver the goods ii) If we cannot contact you within a reasonable time, or if you do not give us a new address within a reasonable time, we have the right to deal with the goods according to our Terms And Condition. Until the time that we dispose of or destroy any goods under Condition the goods will be held at your risk.

d) We will act reasonably in deciding what a reasonable time is (7 days) under this Condition.

e) We shall use all reasonable endeavours to deliver each of the Consignments on the date specified by us (if any), but the time of delivery shall not be of the essence and if, despite those endeavours, we are unable for any reason to fulfil any delivery of the Consignment on the specified date, we shall not be deemed to be in breach of the Contract or have any liability to you as a result of any delay in delivery whether in contract, tort or otherwise,.

f) We shall be entitled to deliver the Consignment to a address of the intended recipient of the Consignment within the customary delivery hours of the district and, transportation of the Consignment will be deemed to have finished at the time of delivery to such address.

### **Claims for Compensation**

a) You must tell us about any loss or damage giving rise to a claim within 14 days of the date we collected the Consignment and confirm it by notice in writing within 28 days for air services and 42 days for Sea Services of the date we collected the Consignment.

b) If you do not do this, we will not be liable for any loss or damage unless you prove that:

c) If a claim is made for damage or loss of part of a Consignment, you or the person sending or receiving the Consignment must make sure that we can inspect the goods and their packaging. We will not make any payment to you for damage or loss unless the goods and their packaging are made available to us for inspection for a reasonable period after your claim has been made.

#### **16. Your Liability**

a) You must recompense us fully for all our loss, damage, costs and expenses, however they arise (including our negligence) for any damage or loss except where we are liable under these Conditions.

b) As well as carrying out your obligations under Condition 10, you must recompense us fully for any duty, tax or charge that we have not agreed to pay under the Contract.

c) You must recompense us fully for any liability arising under any law or regulation (whether English or foreign) in respect of any failure to export goods which have been zero-rated for the purposes of VAT (or any similar tax or duty) or to keep to any conditions relating to importing or exporting zero-rated goods.

#### **Extending Protection to Employees and Agents**

a) You agree that DTDCS's Terms and Conditions will extend to, protect and cover our Company's Directors, employees, Main Contractors, Sub-Contractors and Agents.

b) We have the right to enforce these Terms and Conditions for protect and cover our Company's Directors, employees, Main Contractors, Sub-Contractors and Agents

#### **Legal Right to Goods and Selling Them**

a) We have a legal right (known as a lien) to hold on to all goods that we carry for you to cover any amount you owe us under this Contract or any other contract.

b) If you do not pay the amounts you owe within a 7 days of your payment due time we can do the following:-

i) We can sell the goods either privately or by auction and use the proceeds towards paying off any money you owe us. You will have to pay us the costs involved in selling the goods including the cost of loading and unloading the goods and any warehouse rent and other expenses we incur whilst we hold on to the goods. If there is any money left over from the sale, we will pay this to you.

ii) We can destroy the goods if sale is not practical because we think that it is not worth selling the goods.

c) If we sell or destroy the goods, we will have no further liability at all in relation to the goods.

d) We decide whether or not the goods are worth selling.

e) If you are not the owner of the goods you promise that you have the authority to grant a lien against the owner of the goods.

Advised your Receiver to Check the Parcel at the time of Delivery or Collection and made a note for any loss or missing items from the parcel if any on the Proof of delivery before signing POD. Once the parcel received and none of the missing items or any other loss was mentioned on the Proof of Delivery DTDCS will no longer responsible/liable for any claim reported thereafter.