



QED Sameday Courier Ltd

Terms and Conditions

'We', 'Us' and the 'Carrier' all relate to QED Sameday Courier Ltd.

'You' relates to the customer or other contracting party.

'The commencement of transit' refers to the time that the vehicle commences the specific journey and is not the time it necessarily arrives at the collection point.

1. QED Sameday Courier Ltd must be given all relevant information in order for us to undertake collections and deliveries on your behalf. These details include size and number of items, ready times, closing times, postal codes, telephone numbers and contact names. Any restrictions on access to premises such as lunch breaks; stocktaking etc must be communicated to us. We reserve the right to increase our charges to you if any and or any other relevant matters are not disclosed to us causing an increase in our costs.
 - consignee not taking or accepting the shipment within a reasonable time frame of the goods being tendered for delivery;
 - civil disturbance, riot or strike.
2. No employee or agent of QED Sameday Courier Ltd can change these conditions. In order for any of these terms and conditions to be amended it must be done so in writing at least seven days prior to the commencement of transit.
3. If any details of the booking change subsequent to the booking having been made and confirmed any such changes must be communicated to the office via the normal channels and not to the driver. The driver cannot be held responsible for communicating such changes. If the booking is cancelled after it has been confirmed but prior to the commencement of transit we reserve the right to charge 40% of the carriage charge or our current minimum charge* whichever is the greater. If transit has already commenced we reserve the right to charge the full carriage charge.
4. We endeavour to always meet deadlines and obligations. However we cannot be held liable for any consequential loss or other damages resulting from late delivery due to factors beyond our control or as a result of delays caused by the customer or his agent.
5. Waiting time will be charged at an hourly rate* or on a pro rata basis where applicable.
6. Payment terms for account holders are 30 days from date of invoice unless agreed in writing prior to the commencement of transit. Non account holders must pay by credit or debit card prior to the commencement of transit. We reserve the right, when these terms are exceeded to charge interest on any outstanding amounts at 4% above the base lending rate of the HSBC Bank plc.
 - 9. The carrier shall not be held liable in any circumstances for loss or damage arising after the carriage has deemed to have ended.
 - 10. The carrier shall not be liable in any circumstances for a shipment where fraud has taken place by the owner, customer or the agent of either.
 - 11. Unless agreed in writing prior to the commencement of transit the liability of the carrier in relation to claims for loss, misdelivery or damage shall be restricted to the lesser of the following:
 - The cost of repairing any damage.
 - The replacement value of the goods actually misdelivered or damaged.
 - The sum calculated at the rate of 15.00 GBP per kilogramme of weight based on the gross weight of the goods actually lost, damaged or misdelivered.
 - 12. The value of the goods lost, misdelivered or damaged will be the replacement cost to the owner.
 - 13. The customer has the ability to increase the insurance cover on items shipped to a sum not greater than 10,000.00 GBP per shipment subject to the following additional conditions:
 - An insurance reference must be obtained from us and that reference must be entered onto the consignment note prior to transit commencing.
 - The value and description of the goods must be given to us in writing and those details must be entered onto the consignment note prior to transit commencing.
 - A surcharge* will be made for the additional insurance cover.

Conditions of Carriage:

7. Unless otherwise agreed in writing prior to the commencement of carriage we cannot be held liable for any losses whatsoever resulting from the carriage of live animals, bullion, precious stones, precious metals, securities, stamps or money.
8. We cannot be held liable for physical loss, misdelivery or damage arising from the following:
 - Acts of God;
 - seizure or forfeiture under the legal process;
 - consequences of war;
 - terrorism or any other hostilities;
 - inherent liability;
 - faulty design or natural deterioration;
 - improper addressing or packaging;
14. Any claim for damage, misdelivery or loss must be made within seven days and in writing within fourteen days of the transit having deemed to have ended. In the case of total loss the claim must be made within thirty days and in writing within forty days from the commencement of transit. In calculating numbers of days weekends and bank holidays are not included. If the customer can show that despite not meeting the aforementioned deadlines that he still notified us within a reasonable time due to peculiar circumstances we shall not have the benefit of the exclusion of liability. In any event, however, no claim will be accepted if one year has passed from the commencement of transit whatever the circumstances.
15. One of our own QED Sameday Courier Ltd consignment notes must be filled out and signed by the customer or his nominated third party prior to the commencement of transit.
16. We reserve the right to amend these terms and conditions by giving 14 days notice of such changes in writing.