

Terms & Conditions of Business

ESKIMO EXPRESS LIMITED / CONNECTIONS COURIER SERVICES (1986) LIMITED

1. Definitions "the Carrier" means Connections Courier Services (1986) Limited of Connections House, Penton Hook Marina, Staines Road, Chertsey, Surrey. KT16 8PY (or such other address as it may notify the Customer from time to time) which expression shall, unless the context requires otherwise, include any sub-contractor appointed by the Carrier pursuant to Clause 3 below. "the Customer" means the person or company who contracts for the services of the Carrier, including any other carrier who gives a Consignment to the Carrier for carriage. "the Contract" means the contract of carriage between the Customer and the Carrier, which shall be made subject to these Terms and Conditions. "the Consignee" means the person or company to whom the Carrier contracts to deliver the Consignment. "the Consignment" means goods in bulk or contained in one parcel, package, container or envelope, as the case may be, or any separate number of parcels, packages, containers or envelopes sent at one time in one load by or for the Customer from one address to one address. For the avoidance of doubt, the expression "goods" shall include papers and documents, other than those expressly excluded in these Terms and Conditions. "Dangerous Goods" means dangerous substances as defined in the Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 (and any amendment or replacement thereof), explosives, radioactive substances and any other substance presenting a similar hazard.
2. General The Carrier is not a common carrier and accepts at its sole discretion Consignments for carriage only upon that condition and the Terms and Conditions contained herein. Save as may be agreed in writing by a Director of the Carrier, no servant or agent of the Carrier is permitted to alter or vary these Terms and Conditions in any way.
3. Authority and Sub-Contracting
 - 3.1 The Customer warrants that he is either the owner of the goods in any Consignment or is authorised by such owner to accept these Terms and Conditions on such owner's behalf.
 - 3.2 The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purposes of fulfilling the contract in whole or in part and the name of every such other carrier shall be provided to the Customer upon request.
 - 3.3 The Carrier contracts for itself and (subject to paragraph 3.4) as agent of and trustee for its servants and agents and all other carriers referred to in paragraph 3.2 above and such other carriers' servants and agents.
 - 3.4 Notwithstanding paragraph 3.3, the carriage of goods in any Consignment by rail, sea, inland waterway or air is arranged by the Carrier as agent of the Customer and shall be subject to the terms and conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment.

4. Dangerous Goods

Dangerous Goods must be disclosed by the Customer in advance and if the Carrier agrees to accept them for Carriage they must be classified, packed and labelled in accordance with the statutory regulations for the carriage by road of the substance(s) declared. Transport Emergency Cards ("Tremcards") or information in writing in the manner required by the relevant statutory provisions or by the relevant body authorised by statute to make regulations must be provided by the Customer in respect of each substance and must accompany the Consignment.

5. Delivery

5.1 Unless the Carrier has agreed in writing to the contrary with the Customer:

- 5.1.1 The Carrier shall not be under any obligation to provide any plant, power or labour required for loading or unloading the Consignment, other than that carried by the vehicle used by the Carrier;
- 5.1.2 The Customer warrants that any special equipment required for loading or unloading the Consignment which is not carried by the Carrier's vehicle will be provided or procured by the Customer;
- 5.1.3 The Carrier shall be under no liability whatsoever to the Customer and the Customer shall indemnify and hold harmless the Carrier for any damage, however caused, if the Carrier is instructed to load or unload any goods requiring special equipment if such equipment has not been provided or procured by the Customer.

6. Consignment Notes

The Carrier shall, if so required, sign a document prepared by the Customer acknowledging receipt of the Consignment but no such document shall be evidence of the condition or of the correctness of the declared nature, quantity or weight of the Consignment at the time it is received by the Carrier.

7. Transit

- 7.1 Transit shall commence when the Carrier takes possession of the Consignment, whether at the point of collection or at the Carrier's premises.
- 7.2 Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address PROVIDED THAT:
 - 7.2.1 If no safe and adequate access or, if applicable, no adequate unloading facilities there exist, then transit shall be deemed to end at the expiry of one hour after notice by telephone of the arrival of the Consignment at the Carrier's premises has been given to the Customer; or
 - 7.2.2 When for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Carrier to "await order" or upon any like instructions and such instructions are not given or the Consignment is not called for and removed within a reasonable time determined by the Carrier, then transit shall be deemed to end at the expiry of such reasonable time.

8. Undelivered or Unclaimed Goods

- 8.1 Where the Carrier is unable for any reason to deliver a Consignment to the Consignee or as he may order, or when by paragraph 7.2 above transit is deemed to be at an end, the Carrier may sell the goods comprising the Consignment. Payment or tender of the proceeds after deduction

of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the Consignment shall (without prejudice to any claim or right which the Customer may have against the Carrier otherwise arising under these conditions) discharge the Carrier from all liability in respect of the Consignment.

- 8.2 Notwithstanding the generality of paragraph 8.1 above, the Carrier shall use his reasonable endeavours to obtain a reasonable price for the Consignment and the Carrier's power of sale shall not be exercised where the name and address of the Customer or of the Consignee is known unless the Carrier shall use its reasonable endeavours to give notice to the Customer and to the Consignee that the goods will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the goods are taken away or instructions are given for their disposal.

9. Carrier's Charges

- 9.1 The Carrier's charges shall be made in accordance with its tariff current at the time of performance of the Contract. Invoices will be prepared by the Carrier at least once a month. Credit facilities may be withdrawn by the Carrier at its absolute discretion at any time and the balance outstanding shall become due immediately on demand.
- 9.2 The Carrier's charges shall be payable by the Customer without prejudice to the Carrier's rights against the Consignee or any other person. Without prejudice to the generality of the foregoing, when goods are consigned "carriage forward", the Customer shall not be required to pay such charges unless the Consignee fails to pay after demand has been made by the Carrier for the payment thereof and such demand has not been paid within the time stipulated by the Carrier to the Consignee.
- 9.3 Charges shall be payable on the expiry of any time limit notified to the Customer (whether on any invoice or otherwise) or failing such notification 30 days after the relevant invoice and the Carrier shall be entitled to interest at 3% above the base rate of Barclays Bank plc for the time being calculated on a daily basis on all amounts overdue to the Carrier. Any queries as to the correctness of the invoice must be made in writing within fourteen days of issue of the invoice otherwise it will be payable in full.
- 9.4 Except where any quotation states otherwise, all quotations given based on a weight charge shall apply to the gross weight of the Consignment.
- 9.5 Unless stated otherwise, all charges quoted are exclusive of Value Added Tax.
- 9.6 All sums due to the Carrier shall be paid without deduction, set-off or abatement and the Customer shall not withhold or defer any payment on account of any claim or counterclaim and acknowledges that any such claim or counterclaim whatsoever by the Customer against the Carrier must be subject to separate proceedings.

10. Liability for Loss and Damage

- 10.1 The Customer shall be deemed to have elected to accept the terms set out in paragraphs 10.2 and 10.3 below unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable for any loss or misdelivery or damage to the Consignment however or whenever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier.
- 10.2 Save where the Customer has made specific arrangements for insurance with the Carrier prior to commencement of transit of the Consignment (as determined in accordance with Clause 7.1), the Carrier shall not be liable for any loss or misdelivery or damage to bullion, money, securities, deeds, bills of exchange, promissory notes, stamps, photographs, documents of title to property, jewellery, precious stones, gold, silver, platinum and other precious metals, non-ferrous metals other than in component form, antiques, watches, furs, drugs, human remains, nuclear fuel or nuclear waste, cassettes, videos, spirits, tobacco (other than raw leaf tobacco)

and cigarettes, glass/brittle/fragile/breakable articles or livestock and the Customer shall indemnify and hold harmless the Carrier in respect of any loss or damage caused in respect thereof to any person whatsoever.

- 10.3 The Carrier shall not be liable in respect of any loss or misdelivery of or damage to any Consignment if the same has arisen from and the Carrier has used reasonable care to minimise the effects of:

10.3.1 Acts of God;

10.3.2 Any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, military or usurped power of confiscation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;

10.3.3 Seizure or forfeiture under legal process;

10.3.4 Act, omission, misstatement or misrepresentation by the Customer or other owner of the Consignment or by servants or agents of either of them;

10.3.5 Inherent liability to wastage in bulk or weight, defect or inherent defect, natural deterioration or fragility of the Consignment (notwithstanding that it may be marked "Fragile");

10.3.6 Insufficient or improper packing;

10.3.7 Insufficient labelling or addressing;

10.3.8 Riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;

10.3.9 The Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered;

10.3.10 Failure or delay in delivery for any reason whatsoever beyond the control of the Carrier.

- 10.4 The Carrier shall not in any circumstances be liable for loss or damage to the Consignment after transit of such goods is deemed to have ended within Clause 7 above, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default, or other wrongdoing on the part of the Carrier.

11. Fraud The Carrier shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner of the Consignment or any part thereof or the servants or agents of either of them in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

12. Limitation of Liability

- 12.1 The liability of the Carrier for loss of or damage to any Consignment shall be limited to a maximum of £20,000 whether such loss or damage was due to the fault or negligence of the Carrier or its servants, agents or employees or otherwise. If the Customer wishes to arrange a higher level of liability in respect of any Consignment, then it should apply to the Carrier who may be able to arrange this at an additional charge to the Customer. **Our GIT limit is £20,000.00 and anything over that value must be covered by the customer or arranged by us at an extra cost.**

- 12.2 Where the misdelivery, loss or damage howsoever sustained is in respect of a part only of the Consignment, the Carrier's liability shall be limited to the actual value of that part of the Consignment or where such can not be readily ascertained a sum representing the proportion which the part of the Consignment misdelivered, lost or damaged represents of the total Consignment based on the open market value of the total Consignment.

- 12.3 The Carrier shall not in any circumstances be liable for any indirect loss or damage or for loss of profit or for loss of a particular market whether held daily or at intervals.
- 12.4 The Carrier shall be entitled to receive written proof of the value of the Consignment damaged or lost and shall be afforded by the Customer a reasonable opportunity to inspect the Consignment when delivery has been effected to the Consignee.
- 12.5 The Carrier shall only be liable for loss or damage occurring within the geographical limits of Great Britain. For journeys outside these limits, liability shall be restricted to the amount of cover provided by the international agent or carrier chosen at the Carrier's absolute discretion.

13. Time Limits for Claims

13.1 The Carrier shall not be liable for:

- 13.1.1 Loss of a parcel, package, or container or from an unpacked Consignment or for damage to a Consignment or any part of a Consignment unless it is advised thereof in writing otherwise than upon a consignment note or delivery document within 3 days and the claim giving details of quantum and the circumstances of any loss is made in writing within 7 days after the termination of transit as determined above;
- 13.1.2 Loss or misdelivery or non-delivery of the whole of the Consignment or any separate parcel, package or container forming part of a Consignment unless the Carrier is advised of the loss, misdelivery or non-delivery in writing, otherwise than upon a consignment note or a delivery document within 14 days and the claim giving details of quantum and the circumstances of any loss is made in writing within 21 days after the commencement of transit as determined above.

14. Indemnity to the Carrier

14.1 The Customer shall indemnify the Carrier against:

- 14.1.1 All consequences suffered by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) of any error, omission, misstatement or misrepresentation by the Customer or other owner of the Consignment or by any servant or agent of either of them, insufficient or improper packaging, labelling or addressing of the Consignment or fraud;
- 14.1.2 All claims and demands whatsoever by whomsoever made in excess of the liability of the Carrier under these Terms and Conditions;
- 14.1.3 All losses suffered by and claims made against the Carrier resulting from loss of or damage to property caused by or arising out of the carriage by the Carrier of Dangerous Goods whether or not declared by the Customer as such;
- 14.1.4 All claims made upon the Carrier by H M Customs & Excise in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended.

- 15. Lien The Carrier shall have a general lien against the Customer, where the Customer is the owner of the Consignment, for any monies whatever due from the Customer to the Carrier. If such a lien is not satisfied within a reasonable time, the Carrier may at its absolute discretion sell the Consignment or part thereof, as agent for the Customer and apply the proceeds towards monies due and the expenses of the retention, insurance and sale of the Consignment and shall, while accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment. Where the Customer is not the owner of the Consignment, the Carrier shall have a particular lien against the said owner, allowing the Carrier to retain possession, but not dispose of, the goods against monies due from the Customer in respect of the Consignment.

16. Unreasonable Detention The Customer shall be liable for the cost of unreasonable detention of any vehicle, trailer, or other item of the Carrier, but the rights of the Carrier against any other person shall remain unaffected.
17. Impossibility of Performance The Carrier shall be relieved of its obligation to perform a Contract to the extent that performance is prevented by the failure of the Customer, fire, weather conditions, industrial dispute, labour disturbance or cause beyond the reasonable control of the Carrier.
18. Computation of Time In the computation of time, where any period of days provided by these Terms and Conditions is 7 days or less, Saturdays, Sundays and all Bank/Public Holidays shall be excluded.
19. Governing Law and Jurisdiction These Terms and Conditions and all Contracts shall be governed by and construed in accordance with the Laws in England and any proceedings in relation thereto shall be subject to the exclusive jurisdiction of the English Courts. Copyright, The Despatch Association 1994

Second Edition 1997

STANDARD OPERATING PROCEDURES

This document is put together so that you as a driver for the Connections Group of Companies know exactly what is required of you for your own safety and for the safety of our client's goods especially in relation to the transportation of perishable (temperature controlled) goods.

1. If for any reason you are unable to turn up for pre-allocated work then you MUST call the office so we can allocate another driver.
2. Always ensure the carrying space of whatever vehicle you are allocated is in a clean and tidy condition before leaving the depot.
3. In the event of carrying any meat, poultry, fish or dairy products always ensure the packaging is of a good standard and that there is no leakage of juices from the said products.
4. If a leakage occurs report it to a member of the management team and ensure it is properly cleaned and sanitised before any other goods are put into the vehicle.
5. Ensure that you have full instructions for your collection and delivery addresses and make sure that they are written in your job sheets in full.
6. Always make sure that you get a legible proof of delivery on every job without exception unless otherwise authorised by a member of the management team
7. Make absolutely certain that you know and have set the vehicle at the correct temperature as defined by the client to carry the goods at. If in doubt always ask!
8. Always monitor the temperature in the carrying space of your vehicle by checking the LED display on the Euroscan at regular intervals. If there is any problem or discrepancies report this immediately to a member of the management team.
9. When you return the vehicle to the depot make sure there are no pallets, packaging etc left in the back and if it is in working hours open the back doors so that they may be able to dry out to avoid any breeding of bacteria. If the vehicle has excess water in the back report this to a member of the management team to make sure the vehicle will be sanitised before going out.
10. Always return the vehicles with at least $\frac{3}{4}$ of a tank of diesel fuel in them. This is so if your fellow drivers have to take that vehicle out in the early hours of the morning they do not have to look for a 24 hour fuel station before they start their delivery/collection.
11. If you detect any fault with the vehicle report the said fault immediately to the office.
12. a product control sheet is required by the client make sure this is filled out in full recording temperatures at point of collection, and at point of delivery. Make sure this sheet is handed into the office on return to the depot.

13. Make sure that any client's paperwork is signed for and copies returned to the office, you **MUST** also get your drivers sheet signed, this is what you get paid on.
14. Always notify the management team of any waiting time incurred. If you are waiting more than **15** minutes notify the controller immediately that there is a problem and **not** after the event otherwise you may not get paid.
15. DIESEL. Should you choose to put super / v power fuel in a van you agree to pay the difference between that and regular diesel.
16. Parking tickets that you are responsible for will be deducted from your wages.
17. Please ensure that you operate your mobile via hands free so you can be contacted safely.

PERSONAL HYGIENE

18. As you will be required to deliver food products we expect you to be clean and presentable i.e jeans and trousers in preference to tracksuit bottoms, no stained or damaged clothing or unsuitable logos. If doing yard or fish run bring a change of clothing as there are showers available on the marina.
19. Always wash your hands after going to the toilet.
20. It is against the law to smoke in the van also you **MUST NEVER** smoke anywhere near the van or within sight of the customer.
21. In the case of frozen goods make sure your hands are protected if you need to move anything in the vehicle.
22. Make sure that you do not spill any goods on your clothes and if this happens clean the spillage off your clothes.
23. If you are suffering from any illness especially relating to digestive systems do not handle any perishable products.
24. Always ensure you have clean hair and in the event that it is long make sure it is tied back.

I HAVE READ THIS DOCUMENT (7 PAGES) ALONG WITH THE ATTACHMENTS A AND B AND AGREE TO ABIDE BY THE INSTRUCTIONS CONTAINED WITHIN.

SIGN PRINT NAME

DATE:

HYGENE STANDARDS

All temperature controlled vans are thoroughly steam / wet cleaned at least once a week, in many cases they are cleaned every few days depending upon what product has been carried. Our cleaning regime encompasses every internal surface within the temperature compartment :- the walls, floor, roof, split compartment and both rear and side doors are all thoroughly cleaned to ensure no cross contamination. Records of vans cleaned and the respective operative that did the cleaning are maintained in hard copy format and can be inspected should reasonable notice be given. All records are held for 12 months in line with current EU regulations. Temperature Recording All our temperature controlled vans are fitted with Euroscan remote satellite tracking systems incorporating temperature monitoring. Full positional and temperature records are held on a remote server for 12 months in line with current EU requirements. Client access to this website can be provided to enable records to be downloaded and even live monitoring of the vehicle if so required. In addition to the Euroscan system each van is fitted with at least one other back up printer, this is to ensure that should a customer require /request a delivery ticket showing temperatures we will be able to provide it. Vans are capable of operating temperatures from +25 to -25 deg depending upon product and client instructions and are available in single or dual temperature versions.

COOKIE POLICY

Your Privacy when using www.eskimoexpress.co.uk/

When you visit our site we collect information and details of visitor behaviour patterns via Google Analytics.

We use this information to find out things such as the number of visitors to the various parts of the site so we can continually improve the user experience . The way in which this data is collected means it is not personally identifiable. Also we do not make any attempt to find out the identities of those visiting our website.

We will not associate or share any data gathered from visiting our site with any with any third party sources.

Cookies usage on www.eskimoexpress.co.uk

Cookies are small text files that are placed on your computer by websites that you visit. They are widely used on many websites in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site.

More information about the cookie we use:

<http://www.google.com/analytics/learn/privacy.html>

Opt Out: Most internet web browsers allow some control or complete blocking of cookies through the browser settings.

ESKIIMO EXPRESS / THERMEFREEZE EUROPE RETURNS POLICY

All deliveries must be inspected on arrival and any claim for Transit damage MUST be made within 48 hours and accompanied by Photographic evidence.

Liability: We will not be liable for any loss, inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the goods and we shall have no liability to pay any money to you by way of compensation other than any refund made under these conditions. Eskimo Express shall have no liability to you for any failure or delay in delivery or any damage or defect to goods supplied that is caused by any events or circumstance beyond our reasonable control. This does not effect your statutory rights.

Refunds Policy (Thermafreeze Online Sales UK) Please read our usage guidelines as they are based on practical experience over many years, if you have any queries regarding use of this product please call or contact us.

Returns will only be accepted if unopened & the carriage for BOTH legs of the journey to be paid by the customer.

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