

Terms and Conditions of Carriage

1. Application of Conditions

1.1 All business undertaken by the Carrier, whether gratuitous or otherwise, shall be subject to these conditions, which shall prevail over any other terms put forward by the Customer unless otherwise agreed in writing by a Director of the Company.

1.2 By instructing the Carrier, the Customer is deemed to accept these conditions in full.

1.3 The Carrier is not a common Carrier and will only carry Consignments subject to these terms and conditions. The Carrier reserves the right at its absolute discretion to:

- I. Subcontract any part or parts of a delivery.
- II. Refuse to accept any Consignment or part thereof for delivery
- III. Deliver the Consignment by any available route
- IV. Customer acknowledges that the Carrier is under no obligation to accept Dangerous Goods or any Consignment containing Dangerous Goods for delivery

1.4 If the proposed Consignment contains Excluded Goods, the Customer must notify the Carrier at the time of Booking as to the content and value of such Consignment of Excluded Goods and the Carrier may (in its sole discretion) elect to carry such Excluded Goods.

1.5 The Carrier reserves the right to charge the Customer (and the Customer shall pay) an additional sum for the carriage of the Consignment of Excluded Goods and will inform the Customer of such sum prior to accepting the booking.

2. Carriage Limits & Basis of Liability

2.1 Where goods are carried in vehicles not exceeding 3.5 tonnes gross vehicle weight, the Carriers liability shall be limited to an "all risks" basis up to a maximum of £20,000 per consignment, unless otherwise agreed in writing prior to transit.

2.2 Where goods are carried in vehicles exceeding 3.5 tonnes gross vehicle weight, the Carrier trades under the Road Haulage Association Conditions of Carriage (latest edition), which shall apply in full, including the liability limit of £1,300 per tonne.

2.3 The Carrier does not provide cargo insurance beyond the limits stated herein unless specifically agreed in writing.

2.4 Customers are advised to arrange their own insurance cover for goods in transit where full value protection is required.

3. Exclusions of Liability

3.1 The Carrier shall not be liable for:

a) Consequential, indirect, or special loss, including but not limited to loss of profit, business, market, or goodwill.

b) Loss, damage or delay arising from causes beyond the Carrier's reasonable control, including but not limited to force majeure events, strikes, acts of God, or governmental actions.

c) Insufficient or improper packing, labelling, or addressing of goods by or on behalf of the Customer.

4. Customer Obligations

4.1 The Customer warrants that they are either the owner of the goods or authorised by the owner to contract with the Carrier.

4.2 The Customer shall indemnify the Carrier against all claims, costs and expenses arising from inaccurate or insufficient instructions, or from the goods themselves (including hazardous goods not properly declared).

4.3 Unless otherwise agreed, invoices are payable within 30 days of the invoice date. The Carrier reserves the right to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4.4 The Company shall have a general and particular lien over any goods or documents relating thereto for all sums due from the Customer.

5. Charges

5.1 All charges are expressed exclusive of VAT which may be chargeable, and which will be payable in addition by the Customer.

5.2 The Customer will notify the Carrier of any change in its name, address or other circumstances that may affect the payment.

5.3 The Customer agrees to any Waiting Time charges at the following rates:

- I. Small Van / SWB Van - £20.00 per hour (charged after 30 minutes)
- II. LWB / XLWB Van - £25.00 per hour (charged after 30 minutes)
- III. Luton Box / Curtain Side - £30.00 per hour (charged after 30 minutes)
- IV. 7.5T / 12T / 18T - £40.00 per hour (charged after 60 minutes)
- V. Artic Lorry - £50.00 per hour (charged after 60 minutes)

Moving business forward, seamlessly.

Contact us, today:

(+44) 1453 834 301

info@voyagerlogistics.co.uk

voyagerlogistics.co.uk

5.4 A Cancellation Fee will be applied to any booking if the following criteria are met:

I. 3.5T or smaller:

- I. Same Day - If cancelled when the vehicle has reached collection point.
- II. Next Day - If cancelled 120 minutes prior to the booked collection time.

II. 7.5T or larger:

- I. Same Day - If cancelled 30 minutes after the booking has been confirmed.
- II. Next Day - If cancelled after 5pm on a business day or cancelled anytime prior to the collection on the day of.

III. Specialist Requests or European Road Freight:

- I. Same Day - If cancelled any time after the booking has been confirmed.
- II. Next Day - If cancelled 48 hours (business days) prior to the booked collection time.

5.5 If any of the above criteria are met, a cancellation fee will be charged at 50% of the original value of the booking, at a minimum of £40.00 + VAT.

5.6 Further additional surcharges may include:

I. ADR

II. Weekend storage

III. Weekend delivery or collection

IV. Bank Holiday delivery or collection

V. Out of Hour services / bookings

- I. Working Hours of the Carrier are 05:00am - 20:00pm GMT.

VI. Clean Air Zones or Low Emission Zones

VII. Congestion Charge

5.7 Any additional surcharges will be included in the quotation received by the Carrier and will never be levied after the booking.

6. Law & Jurisdiction

6.1 These Conditions shall be governed by and construed in accordance with the laws of England and Wales.

6.2 Any disputes shall be subject to the exclusive jurisdiction of the English courts.