

Conditions of Carriage

1. Definitions

In these Conditions the following expressions shall have the following meanings:

- A. "Reliance Courier Service" means Reliance Courier Distribution Ltd, and its appointed sub-contractors and agents.
- B. "Customer" means the sender of a single Consignment making payment in advance and not through an account held with Reliance Courier Service.
- C. "Consignment" means any one or more Parcel(s) sent at one time by the Customer to one address in the UK.
- D. "UK" means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Isles of Scilly (referred to as Zones 1-3).
- E. "Dangerous Goods" means
 - (i) those items specified as dangerous or hazardous or prohibited or restricted in the Retail Guide; and
 - (ii) those items defined as dangerous or hazardous by the regulatory bodies and by legislation regulations and guidelines governing transport by road, rail, sea or air.
- F. "Parcel" means a package sent under any of the Services.
- G. "Despatch" means the time when the Customer hands a Consignment to a representative or agent of Reliance Courier Service for delivery by Reliance Courier Service under the Services.
- H. "Services" means Reliance Courier Service by 9am, Reliance Courier Service by 10am, Reliance Courier Service by Noon, Reliance Courier Service 24 and Reliance Courier Service 48, details and specific service features of which can be found in the Retail Guide.
- I. "Working Day" means any day other than a Saturday (except for a Saturday on which Reliance Courier Service has agreed to make a delivery), Sunday, Bank or Public Holiday, Good Friday and Christmas Day and any other day on which the Reliance Courier Service network is closed.
- J. "Antique" means an object which is over 100 years old.
- K. "Collectable" means something which has appreciated in value either due to its scarcity or due to it being no longer in production.
- L. "Consignment Charges" means the charges payable to Reliance Courier Service by the Customer in accordance with Condition 8.1 for the carriage of a Consignment, but shall exclude any additional charge(s) payable for enhanced compensation as referred to in Condition 10.1.
- M. "Excluded Goods" means those goods described as such, or described under the heading "Compensation Exclusions" in the Retail Guide.

2. Delivery to an address

2.1

Reliance Courier Service undertakes to deliver to an address specified in the despatch documentation, not to a specific person.

2.2

If there is no-one present at the address then:

2.2.1

the Customer acknowledges and agrees that Reliance Courier Service may at its discretion attempt to deliver the Consignment to a neighbouring address within a reasonable distance of the delivery address; and

2.2.2

if this occurs, a Customer Contact Card shall be left at the specified address; and

2.2.3

the Customer agrees that such delivery shall constitute delivery to the address specified as the delivery address in the despatch documentation

2.3

Reliance Courier Service does not undertake to intercept a Consignment in transit before delivery has been attempted.

2.4

Reliance Courier Service shall not be liable in respect of any Consignment delivered to the delivery address or other address specified by the addressee, where any person misrepresents his authority to receive a Consignment on the addressee's or Customer's behalf, or where Reliance Courier Service is delivering it in accordance with instructions from, or purporting to be from the addressee.

2.5

On delivery of a Consignment, Reliance Courier Service will request the person who accepts delivery (not necessarily the addressee in person) to sign an acknowledgement receipt, which may include signature by electronic means. Copies of such receipt shall be available for a period of six months from the date of delivery, subject to payment of the charge as then published.

3. Maximum sizes and weights

3.1

The size of each Parcel must not exceed 3 metres length and girth (measured around its thickest part) combined and 1.5 metres for the greatest dimension. Girth should be calculated as twice the height of the Parcel plus twice the width of the Parcel measured around its thickest part.

3.2

There is no limit to the weight of a multi-Parcel Consignment but individual Parcels must not exceed 30kg.

4. Restricted, prohibited and dangerous goods

4.1

The Customer shall ascertain if the contents of any Parcel are dangerous, prohibited or subject to restrictions by referring in the first instance to the Retail Guide and will comply with all requirements specified therein. Reliance Courier Service may add or delete items from the definition of Dangerous Goods without notice, but will endeavor to make the details of any such additions or deletions available on its website at www.reliance-grp.com.

4.2

The Customer shall not send Dangerous Goods or prohibited goods by any of the Services and the Customer must properly pack and duly label any Parcel which is subject to restriction in accordance with the Retail Guide and all legislation, regulations and guidelines governing its transportation by road, rail, sea or air. If Dangerous Goods are sent by the Customer, Reliance Courier Service may deal with such Goods as it reasonably sees fit and if they have caused injury or damage the Customer may be liable to prosecution.

4.3

The Customer shall be responsible to Reliance Courier Service, its sub-contractors and its agents for all loss, damage or injury arising out of the carriage of Dangerous Goods or prohibited goods whether declared as such or not and restricted goods not properly packed and duly labelled to the extent that such loss, damage or injury is caused by the dangerous nature of those goods.

4.4

The Customer shall not send arms or their component parts classified as munitions of war, ammunition of any kind, nor firearms prohibited under the Firearms Act 1968-1997 by any of the Services. Other weapons may be sent, but only by Reliance Courier Service by 9am, by 10am, by Noon or Reliance Courier Service 24.

5. Addressing and documentation

5.1

The Customer shall label each Parcel with the full postal address, including the postcode, of both the addressee and the sender and each Consignment must be accompanied at the time of Despatch by fully completed despatch documentation (including service indicators and barcodes) as supplied by Reliance Courier Service for the Service used.

5.2

The Customer shall ensure that each Parcel is adequately packaged.

5.3

The Customer shall retain any Customer copies of despatch documentation as these will be required to support any claim under Condition 11.

6. Service standards and delivery

6.1

The service standards for each of the Services are as advertised from time to time by Reliance Courier Service and shall apply subject to this Condition.

6.2

For the purposes of calculating service standards:

6.2.1

Only Working Days will be counted.

6.2.2

where Reliance Courier Service attempts to deliver a Consignment to the address shown on the Consignment despatch documentation and for whatever reason delivery cannot be achieved (including unreasonable delay in acceptance at that address) then delivery shall be deemed to have taken place at the time when the Consignment is first presented to that address for delivery or when Reliance Courier Service joins a queuing or booking in system operated at that address.

6.2.3

Where Reliance Courier Service is directed to hold a Consignment for collection or pending further instructions then delivery shall be deemed to have taken place at the earliest time when the Consignment is made available for collection by the addressee.

6.3

Consignments will only be delivered on Working Days. If a Consignment is despatched on a non Working Day, or after the latest acceptance time on a Working Day, it will be deemed to have been despatched on the next Working Day.

7. Non-delivery

7.1

The Customer or the addressee may request an undelivered Consignment (only after delivery has first been attempted) to be returned to the Customer, redelivered to the addressee or otherwise redirected (and in the case of the addressee's request, the Customer hereby consents to Reliance Courier Service performing such action) and subject to payment of such additional charges notified by Reliance Courier Service by the person who makes the request. Reliance Courier Service will perform such additional service on the terms and conditions set out in these Conditions or such other Reliance Courier Service terms which govern the additional services, if such is the case.

7.2

If an undelivered consignment is held by Reliance Courier Service and is not claimed within a reasonable time of Reliance Courier Service leaving notification of its attempted delivery at the delivery address, Reliance Courier Service shall, where reasonably practicable, attempt to contact the Customer. If this fails Reliance Courier Service will be entitled to deal with the Consignment as it reasonably sees fit.

8. Charges

8.1

The Customer shall pay to Reliance Courier Service the Consignment Charges and any charges for enhanced compensation required which are notified to the Customer at the time of Despatch for the Service selected by the Customer and by the payment method specified by Reliance Courier Service.

8.2

If any Consignment has a low weight in comparison to its volume (size) Reliance Courier Service may require the Customer to pay additional charges based on the volumetric weight in accordance with its current published rates. Such additional charges may be requested (and shall be paid by the Customer) on Despatch or at any time prior to the delivery of the Consignment concerned.

8.3

Condition 8.2 will apply where the weight to volume ratio of a Consignment is less than 120kgs per cubic metre.

9. Liability for delay, loss or damage

9.1

Reliance Courier Service shall pay compensation to the Customer for loss of or damage to a Consignment or delay in its delivery up to the limits for the Service selected by the Customer at the time of Despatch as set out in Condition 10 subject to the provisions of this Condition 9 and satisfaction of Condition 11.

9.2

Except as referred to in Condition 9.1 Reliance Courier Service shall not otherwise be liable to the Customer or any other person for any loss of, or damage to, or any delay of any Consignment(s), or for any loss or damage arising from delay in the collection, conveyance or delivery of any Consignment(s) howsoever such loss or damage was caused and whether by the negligence of Reliance Courier Service or its officers, employees, contractors, agents or otherwise. For the avoidance of doubt, Reliance Courier Service does not accept liability for any loss of contracts, business, profits, revenue, anticipated savings or any indirect or consequential losses whatsoever or howsoever arising.

9.3

Subject to Condition 9.4 any compensation payable for loss or damage under these Conditions shall be limited to the repair costs of the items damaged or, if they are lost or damaged beyond repair, their replacement cost to the Customer taking account of depreciation for wear and tear at cost price and excluding VAT where applicable, or (at Reliance Courier Service's option) repairing or replacing the items with an equivalent item, and shall not in any event, exceed Reliance Courier Service's stated limits of compensation as set out in Condition 10.

9.4

Reliance Courier Service shall not be liable to pay compensation for loss of, or damage to a Consignment: (i) due to latent or inherent defect, vice or natural deterioration of items; (ii) containing Excluded Goods as set out in the Retail Guide (Excluded Goods details can be found on the 'compensation' section of www.reliance-grp.com) contained in; (iii) containing tickets, or tickets which are exchangeable for goods or services (including without limitation, airline tickets or tickets for any mode of transportation).

9.5

Any compensation payable under these Conditions for loss of or damage to any Collectable shall be limited to the actual price paid as confirmed by satisfactory written or printed evidence. Such compensation will not exceed the compensation limits set out in Condition 10 for the Services selected.

9.6

Reliance Courier Service shall not be liable to pay any refund or compensation in respect of a Parcel containing restricted or prohibited goods or otherwise despatched in contravention of Condition 4, or any other relevant provision in these conditions. Reliance Courier Service shall not be liable to pay any refund or compensation in respect of a Consignment which is damaged, lost or delayed as a result of it being inadequately packaged, incorrectly addressed or accompanied by incomplete posting or customs documentation.

9 cont'd. Liability for delay, loss or damage

9.7

Reliance Courier Service shall not be liable (whether for the payment of compensation or refunds or otherwise), for failure to perform, or delay in performance of any of its obligations under these Conditions to the extent that such delay or failure results from circumstances outside its control, including without limitation any adverse weather conditions, traffic congestion, mechanical breakdown, obstruction of public or private highway or from any industrial action whatsoever.

9.8

Reliance Courier Service shall not be liable in respect of any Consignment where any person has been fraudulent or dishonest in any way in respect of that Consignment or misrepresents his authority to receive a Consignment on the addressee's or Customer's behalf.

10. Compensation

10.1

Compensation Limits

The following limits currently apply to compensation payable under these Services:

10.1.1

Compensation up to a maximum of £150 will be payable for loss of or damage to a Consignment sent under these Services except where the Customer has paid an additional charge for enhanced compensation, when the limit will be the amount appropriate to the level of charge paid (as advertised by Reliance Courier Service from time to time), subject to the overall limit available being £2500;

10.1.2

In respect of late delivery (as defined in Condition 10.2) the Customer may claim a refund of the Consignment Charges paid for the Service selected as set out below, where A and B shall have the following meanings:-

A – Percentage refund of the Consignment Charges paid if delivered on the due day but not in accordance with the Service.

B – Percentage refund of the Consignment Charges paid if delivered after the due day

	A	B
Reliance Courier Service by 9am, by 10am, by Noon	50%	100%
Reliance Courier Service 24	n/a	100%
Reliance Courier Service 48	n/a	25%

10.2

"Late delivery" or "delay in delivery" (or similar expressions) means delivery which is not in accordance with the delivery times advertised for these Services from time to time by Reliance Courier Service, subject to the provisions of Conditions 6.2 and 6.3.

11. Claims for compensation

11.1

Reliance Courier Service will require the Customer to substantiate a claim by providing any relevant information about the Consignment including proof of despatch, proof of value, estimates for repair costs, cost price, invoices (excluding VAT), weight and nature of the item(s) lost or damaged and (in the case of damage) provide the Consignment and its packaging for inspection.

11.2

Reliance Courier Service may make such investigations as it deems necessary to satisfy itself of the validity of any claim.

11.3

All claims for compensation must be made on a fully completed Reliance Courier Service claim form which must be received by Reliance Courier Service within 30 (thirty) days of Despatch.

12. General

12.1

Reliance Courier Service may engage agents and/or sub-contractors to perform all or any part of the Services to be provided to the Customer.

12.2

Nothing in these conditions (nor anything else), shall confer on any third party any benefit, nor the right to enforce any of these conditions which that person would not have had but for the Contracts (Right of Third Parties) Act 1999.

12.3

These Conditions will be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matters arising under or in connection with this agreement.

12.4

These conditions constitute the entire agreement between Reliance Courier Service and the Customer. Each party acknowledges that in entering into these Conditions it is not relied on any representation or undertaking, whether oral or in writing, save as expressly incorporated herein.

12.5

If any provision of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the provisions of these Conditions which shall remain in full force and effect.