

FedEx UK Conditions of Carriage



Effective January 2, 2012

These Conditions of Carriage ('Conditions') EXCLUDE LIABILITY on the part of the Carrier and its employees or agents for loss, damage and delay in certain circumstances; LIMIT LIABILITY to stated amounts where liability is accepted and REQUIRE NOTICE OF CLAIMS within strict time limits. SHIPPERS should note these Conditions of Carriage carefully and where necessary obtain insurance cover in order to protect their interests.

1. Application

1.1 – These Conditions apply to the carriage of Shipments between specified locations within the United Kingdom and Southern Ireland utilising the following services (if and where available): FedEx Next Day, FedEx Next Day by 9.00am, FedEx Next Day by 10.00am, FedEx Next Day by 12noon, FedEx Saturday, FedEx Saturday by 9.00am, FedEx Saturday by 10.00am, FedEx Saturday by 12noon and FedEx Economy and the following services options (if and where available): reverse collections, third party collections, Book In Shipments and FedEx UK Paks. Please refer to www.fedex.com for the conditions of carriage applicable to international shipments carried by FedEx Express.

1.2 These Conditions supersede all previous published terms and conditions of services to which these Conditions apply. The Carrier reserves the right unilaterally to modify, amend, change or supplement these Conditions with or without notice.

2. Interpretation and Definitions

2.1 – In these Conditions:

'Awkward Loads' means an item that exceeds any one of the following parameters: Palletised items: weight 1000kg, length 120cm, width 120cm, height 180cm. Non-Palletised items: weight 50kg, length 300cm, width 150cm, height 120cm, overall cube 2 m³;

'Book In Shipment' means where the Carrier arranges a mutually acceptable delivery time with the Recipient either at the request of the Shipper or where the Consignee is known to operate a restrictive delivery acceptance procedure;

'Carrier' means the person or company with whom the Shipper contracts on a Contract which incorporates these Conditions;

'Contract' means any contract of carriage between the Shipper and the Carrier;

'Dangerous Goods' means any dangerous goods including but not limited to any item or substance which is classified as dangerous for transportation under the European Agreement concerning the International Carriage of Dangerous Goods by Road, the International Civil Aviation Organisation Technical Instructions, the International Air Transport Association Dangerous Goods Regulations or under any applicable national or international legislation relevant to the mode of transport in force from time to time and as amended from time to time;

'International Shipment' means a Shipment carried from the United Kingdom (including the Isle of Man), the Republic of Ireland, or the Channel Islands to a destination which is not in one of those countries;

'Money Back Guarantee' means the right of reimbursement as set out in Condition 11;

'Prohibited Goods' means those items as set out in Condition 4.4;

'Recipient' or 'Consignee' means the person or company to whom the Carrier contracts with the Shipper to deliver the Shipment to;

'Shipment' or 'Consignment' means any goods whether in bulk or contained in one parcel, package, pallet or container as the case may be or any number of separate parcels, packages, pallets or containers sent at one time in one load by or for the Shipper from one address to one address whether or not consigned under separate Shipping Documents;

'Shipper' means the person or company who contracts for the services of the Carrier including without limitation any other carrier who gives a Shipment to the Carrier for carriage;

'Shipping Document' or 'Consignment Note' means any document (whether in paper or electronic form) providing details of the Shipment provided by the Shipper to the Carrier in such format and at such time as the Carrier may specify from time to time;

'Transit' means transit of the Shipment which commences and is deemed to have ended as further defined in Condition 6;

'Vehicle' means the vehicle(s) in which the Shipment is carried;

'Volumetric Weight' means the volume of an item determined by multiplying an item's length x height x width (all in centimetres) and when divided by 5000 provides a kilogram weight;

'Working Day' means Monday to Friday excluding public holidays.

2.2 – References to a statutory provision include a reference to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it.

2.3 – The headings in these Conditions are for ease of reference only and shall not affect their interpretation.

3. Parties and Subcontracting

3.1 – The Shipper warrants that he is either the owner of all Shipments or is authorised by the owner to accept these Conditions on the 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 purpose of fulfilling the Contract in whole or in part.

3.3 – The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in Condition 3.2 and such other carrier's servants and agents and every reference in these Conditions to 'the Carrier' shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability to the Shipper or any other party than the Carrier.

3.4 – Notwithstanding Condition 3.3 the carriage of any Shipment by rail, air or any other form of transportation is arranged by the Carrier on the instructions of the Shipper and shall be subject to the conditions of the relevant carrier contracted to carry the goods. The Carrier shall be under no liability whatsoever to whomsoever and howsoever arising in respect of such carriage.

4. Dangerous Goods and Items Unacceptable for Carriage

4.1 – The Carrier shall not carry and the Shipper shall not send Dangerous Goods or Awkward Loads unless expressly agreed in writing in advance with the Carrier.

4.2 – If the Carrier agrees to carry Dangerous Goods such Dangerous Goods must always be disclosed by the Shipper before carriage and the Carrier may require the Shipper to complete and/or sign a form of declaration before accepting any Dangerous Goods.

4.3 – If the Carrier agrees to accept Dangerous Goods for carriage they must be classified, packaged and labelled in accordance with all statutory regulations in force from time to time applicable to the carriage of the item or substance and to the mode of transport concerned and any requirements that the Carrier may specify from time to time. Carriage of Dangerous Goods by the Carrier which have not been declared to the Carrier does not constitute agreement by the Carrier to carry such Dangerous Goods.

4.4 – The following items are not acceptable for carriage to any destination unless otherwise expressly agreed in writing in advance with the Carrier:

4.4.1 – DANGEROUS GOODS;

4.4.2 – ANY TYPE OF LIVESTOCK, ANIMAL OR INSECT;

4.4.3 – EXPLOSIVES, FIREWORKS AND OTHER ITEMS OF AN INCENDIARY OR FLAMMABLE NATURE;

4.4.4 – RADIOACTIVE MATERIALS AND HAZARDOUS WASTE, INCLUDING BUT NOT LIMITED TO HYPODERMIC NEEDLES, SYRINGES OR MEDICAL WASTE;

4.4.5 – DRUGS WHICH REQUIRE A CONTROLLED DRUG LICENCE AS PRESCRIBED BY SCHEDULE 1 OF THE CONTROLLED DRUGS (SUPERVISION OF MANAGEMENT AND USE) REGULATIONS 2006 AS AMENDED FROM TIME TO TIME OR THE DRUG KHAAT;

4.4.6 – FIREARMS, WEAPONRY, AMMUNITION IMITATION FIREARMS OR PARTS THEREOF;

4.4.7 – PORNOGRAPHY AND/OR OBSCENE MATERIAL;

4.4.8 – PROPERTY THE CARRIAGE OF WHICH IS PROHIBITED BY ANY LAW, REGULATION OR STATUTE OF ANY COUNTRY FROM, TO OR THROUGH WHICH ANY SHIPMENT MAY BE CARRIED;

4.4.9 – SHIPMENTS WHICH MAY CAUSE DAMAGE TO OR DELAY OF OTHER SHIPMENTS, EQUIPMENT OR PERSONNEL;

4.4.10 – FOR ANY SHIPMENT WHICH IS TO BE CARRIED BY AIR ANY ITEM OR SUBSTANCE WHICH IS FORBIDDEN TO BE CARRIED ON A CARGO AIRCRAFT BY ANY APPLICABLE LAW OR REGULATION INCLUDING BUT NOT LIMITED TO THE REGULATIONS OF THE INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA);

4.4.11 – ANY ITEM OR SUBSTANCE PRESENTING A SIMILAR HAZARD TO THE ABOVE.

5. Loading and Unloading

5.1 – Unless the Carrier has agreed in writing to the contrary the:-

5.1.1 – Carrier shall not be under any obligation to provide any plant, power or labour as may be required for loading or unloading any Shipment other than that ordinarily expected to be carried by the Vehicle;

5.1.2 – Shipper warrants that any special appliances required for loading or unloading any Shipment that are not ordinarily expected to be carried by the Vehicle will be provided by the Shipper or the Recipient;

5.1.3 – Carrier shall be under no liability whatsoever to the Shipper for any damage whatsoever or howsoever caused if the Carrier is instructed by the Shipper or the Recipient to load or unload any Shipment requiring special appliances whether or not such special appliances are provided.

5.2 – The Shipper will ensure that all items requiring carriage by the Carrier which weigh more than 25kg (twenty five kilograms) will be clearly marked as 'heavy'.

5.3 – The Shipper shall indemnify the Carrier against all costs, expenses, liabilities, injuries, losses, damages, claims, demands, proceedings or legal costs which the Carrier suffers as a result of any assistance it provides in accordance with Conditions 5.1.2 or 5.1.3.

6. Transit and Delivery

6.1 – The Carrier reserves the right to route a Shipment in any way that it deems appropriate. Some Shipments may be consolidated or forwarded by the Carrier for transportation on third party vehicles or air carriers as the Carrier may determine in its sole discretion.

6.2 – Shipments are delivered to the Recipient's address unless agreed otherwise. There is no obligation to deliver a Shipment to the Recipient personally. The Carrier may deliver to someone other than the person or entity named on the Shipping Document.

6.3 – The Shipper shall ensure that any Shipping Document provided by the Carrier is completed and signed by a person authorised to complete and sign it on behalf of the Shipper.

6.4 – Shipments to hotels, hospitals, government offices or installations, university campuses or other facilities which have a mail room or central receiving area may be delivered to the mail room or central receiving area, unless otherwise agreed by the Carrier prior to Transit commencing.

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

6.6 – Transit commences when the Carrier takes possession of a Shipment whether at the point of collection or at the Carrier's premises and Transit shall (unless previously determined) end when a Shipment is delivered or returned to the Shipper provided that for Shipments which cannot be returned Transit shall be deemed to have ended when the Shipment is disposed of in accordance with Conditions 9 or 19.4.

6.7 – At its sole discretion, the Carrier may refuse to pick up or deliver a Shipment, or use alternative pick up or delivery arrangements, to maintain the safety of its employees and in cases in which the Carrier believes that its services are/or may be used in violation of any applicable laws, regulations and rules.

7. Packaging and Marking

7.1 – The Shipper represents and warrants that all Shipments are prepared and packed for safe transportation by the relevant mode of transportation assuming ordinary care in handling in an express transportation environment and in compliance with all applicable laws, regulations and rules.

7.2 – The Shipper shall ensure that every Shipment (and where a Shipment consists of more than one parcel, package or container every such item) is legibly and durably marked with the full name and address of the Recipient including without limitation, building number, street name, city and postcode and in accordance with the Carrier's requirements as notified in writing to the Shipper from time to time.

8. Refusal and Inspection of Shipments

8.1 – The Carrier reserves the right to refuse, hold, cancel, postpone or return any Shipment at any time if such Shipment would in the opinion of the Carrier be likely to cause damage or delay to other shipments, goods or persons, or the carriage is prohibited by law, or is in violation of these Conditions, or the account of the Shipper or entity responsible for payment is not or ceases to be in good credit standing. The fact that the Carrier accepts a Shipment does not mean that such Shipment conforms to applicable laws and regulations or the Conditions.

8.2 – The Carrier may, at its sole discretion, or upon request of the competent authorities, open and inspect any Shipment without notice at any time and shall incur no liability of any kind therefore.

9. Undeliverable Shipments

9.1 – Where the Carrier is unable for any reason to deliver a Shipment to the Recipient including but not limited to (i) the Recipients address being incomplete, illegible, incorrect or cannot be located; (ii) the Recipients place of business being closed; (iii) delivery is impossible because of the unavailability or refusal of an appropriate person to accept delivery or sign for delivery of the Shipment; (iv) the Shipment would likely cause damage or delay to other shipments, property or injury to persons; (v) the Shipment was improperly packaged; or if after 5 (five) Working Days from receipt of a Shipment which is held by the Carrier 'to await order' or 'to be kept till called for' or upon any similar instructions and such instructions are not given or such Shipment is not called for the Carrier in addition to its other rights may either:

9.1.1 – return the Shipment to the Shipper and the Shipper will pay a charge to the Carrier at the same rate charged for the original delivery attempt unless a different rate has been agreed between the Shipper and the Carrier in advance of the Carrier returning the Shipment to the Shipper; or

9.1.2 – if the Shipment is not returned in accordance with Condition 9.1.1 dispose, destroy or sell the Shipment and upon payment tender to the Shipper or any person who shall satisfy the Carrier that he is the lawful owner of the Shipment the proceeds of sale after deduction of all proper charges and expenses in relation to the Shipment and of all outstanding charges in relation to the carriage and storage of the Shipment and (without prejudice to any claim or right which the Shipper may have against the Carrier otherwise arising under these Conditions) the Carrier shall be discharged from all liability in respect of such Shipment its carriage and storage Provided that: (i) the Carrier shall do what is reasonable to obtain the value of the Shipment; and (ii) the power of sale shall not be exercised unless the Carrier shall have done what is reasonable in the circumstances to give notice to any person with an apparent interest in the goods that the goods will be sold unless within the time specified in such notice (being a reasonable time in the circumstance) the goods are taken away or instructions are given for their disposal and all charges and expenses in respect of the Shipment have been paid.

9.2 – The Shipper will be liable for any and all costs, charges and fees incurred in returning, storing or disposing of (i) any undelivered or uncollected Shipment, unless the Shipment was undeliverable or not collected due to the fault of the Carrier; or (ii) any Shipment which is sent in violation of these Conditions.

10. Carriers Charges

10.1 – The charges for the delivery of Shipments will be as agreed between the Carrier and the Shipper or if applicable as calculated in accordance with the Contract.

10.2 – The Shipper shall pay all invoices, charges, expenses or sums of whatever nature submitted by the Carrier immediately when due without any deferment on account of any claim or deduction whether by way of counterclaim, set-off or otherwise.

10.3 – Any query relating to the Carrier's charges must be notified to the Carrier in writing within 14 (fourteen) days of the invoice date, failing which the invoice shall be deemed to be properly rendered in the stated sum.

10.4 – Failure to make payment on any one invoice by the due date will render any and all invoices payable by the Shipper's immediately due for payment.

10.5 – Where a Shipment is carried for charges based on weight and no weight is stated on the Shipping Document or other delivery document the Shipper shall pay charges based on the Carrier's reasonable estimate of the weight of the Shipment.

10.6 – Where a Shipment is carried for charges based on weight the Carrier may charge on the actual weight of the Shipment if greater than the weight declared by the Shipper on the Shipping Document or other delivery document.

10.7 – Where a Shipment is carried for charges based on either weight or the number of items the Carrier may assess its charges based upon Volumetric Weight.

10.8 – In respect of Book In Shipments the Carrier is entitled to apply a surcharge at a rate to be agreed in advance with the Shipper.

10.9 – The Carrier shall make proof of delivery, whether electronically or in paper form ('POD') available online free of charge to the Shipper. A POD in respect of any Shipment will be retained by the Carrier for a maximum of 12 (twelve) months after despatch. If the Shipper requests a POD direct from the Carriers customer services department a charge of £5 (five pounds) per POD will be made.

10.10 – The Shipper is required to pay the charges regardless of whether a POD is provided by the Carrier or not.

10.11 – The Shipper agrees and acknowledges that if it is being charged a rate per parcel or item that all parcels or items will be charged at the applicable rate per parcel or item regardless of whether each parcel or item is sent separately or is banded to or attached to another parcel or item as determined by the Carrier in its sole discretion.

10.12 – If the Shipper does not settle any sum payable to the Carrier on its due date without prejudice to its other rights the Carrier may:

10.12.1 – charge and the Shipper will pay interest on all sums overdue calculated on a daily basis at 4% (four per cent) above the base rate of HSBC Bank UK current from time to time until payment is made in full before or after any judgment;

10.12.2 – charge and the Shipper will pay all reasonable costs and expenses incurred by the Carrier in recovering any sums not paid to the Carrier on the due date;

10.12.3 – with notice modify, amend or change the Shippers payment terms and/or method of payment in such manner as the Carrier shall in its absolute discretion determine; and/or

10.12.4 – suspend the provision of any services to the Shipper for such period as the Carrier determines.

11. Money Back Guarantee Policy

11.1 – The Carrier offers a Money Back Guarantee for the following services (if and where available): FedEx Next Day by 9.00am, FedEx Next Day by 10.00am, FedEx Next Day by 12noon, FedEx Saturday by 9.00am, FedEx Saturday by 10.00am, FedEx Saturday by 12noon. For the avoidance of doubt the Money Back Guarantee does not apply to FedEx Next Day or FedEx Economy or FedEx Saturday. The Carrier will upon request either refund or at its option (to be exercised at the Carriers absolute discretion) credit to the applicable invoice the charges incurred by the Shipper if the first attempted delivery of a Shipment occurs 60 (sixty) seconds or more after the applicable delivery commitment time ('Service Failure'). The Money Back Guarantee policy will only apply once a delivery commitment has been accepted by the Carrier after the pick up of the Shipment and is subject to the limitations set out in Conditions 11.2 and 11.3.

11.2 – The Money Back Guarantee can be suspended, modified or revoked by the Carrier from time to time at its sole discretion without notice to either the Shipper or Recipient.

11.3 – The Money Back Guarantee is subject to the following limitations:

11.3.1 – For invoiced Shipments and for Shipments sent using an automated shipping device, the Carrier must receive notification of a Service Failure in writing within 14 (fourteen) days from the invoice date;

11.3.2 – Notification must include the Carriers account number, if any, the Shipment tracking number, the date of the Shipment and complete and accurate Recipient information;

11.3.3 – A Service Failure will not be deemed to have occurred if within 30 (thirty) days after the Carrier is notified, the Carrier furnishes proof of timely delivery;

11.3.4 – Only one refund or credit is permitted per Shipment. If a Service Failure occurs for any item within a multiple item Shipment, a refund or credit will only be given for the proportion of the charges applicable to the Shipment;

11.3.5 – A refund or credit will only be given if complete and accurate Recipient information was provided at the time of shipment including but not limited to the full name, address and postcode. Complete Recipient information must be provided on either the Shipping Document or through an automated shipping device;

11.3.6 – A refund or credit will not be given to Shipments delayed due to incorrect or incomplete addresses or to the unavailability or refusal of a person to accept delivery, whether or not the Shipment is returned to the Shipper;

11.3.7 – The Money Back Guarantee applies only to the charges for the Shipment in respect of which a Service Failure occurred;

11.3.8 – A refund or credit will not be given to customers using automated shipping devices if incorrect tracking numbers are applied to the Shipment;

11.3.9 – A refund or credit will not be given to Shipments which are delayed or not delivered for the reasons or in the circumstances set out in Conditions 8.1, 9.1, 12.4, 12.8, 18 or 20;

11.3.10 – The Money Back Guarantee does not apply to undeliverable or returned Shipments, any Shipment sent in violation of these Conditions or any Shipment containing Dangerous Goods, Prohibited Goods or Awkward Loads;

11.3.11 – Credits shall only be applied to the Shippers account and refunds made payable to the Shipper;

11.3.12 – A credit or refund under this Money Back Guarantee will be applied only against the charges for the Shipment giving rise to the credit or refund;

11.3.13 – Deliveries will not be made on public holidays. Deliveries scheduled for a public holiday will be delivered on the next Working Day and the delivery commitment time will be extended.

11.3.14 – In respect of the FedEx Next Day by 9am and FedEx Saturday by 9am services the Recipient must be available to accept delivery from 7.30am and in respect of FedEx Next Day by 10am, FedEx Saturday by 10am, FedEx Next Day by 12noon and FedEx Saturday by 12noon the Recipient must be available to accept delivery from 9am. If the Recipient is not available during these times no credit or refund under this Money Back Guarantee will apply.

12. Liabilities Not Assumed

12.1 – NOTWITHSTANDING CONDITION 13.2 THE CARRIER SHALL HAVE NO LIABILITY WHATSOEVER AND HOWSOEVER ARISING (AND FOR THE AVOIDANCE OF DOUBT INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE OR WILFUL ACTS OR OMISSIONS) IN RESPECT OF:

12.1.1 – INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE;

12.1.2 – ECONOMIC LOSS, LOSS OF MARKET, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFIT OR LOSS OF GOODWILL IN EACH CASE WHETHER DIRECT OR INDIRECT; OR

12.1.3 – IN RESPECT OF HM CUSTOMS AND REVENUE DUTIES OR OTHER TAXES OF WHATEVER KIND RAISED AGAINST ANY SHIPMENT OR PART THEREOF.

12.2 – Notwithstanding Condition 13.2 the Carrier shall not be liable for damage to:

12.2.1 – glassware or any item containing glass; or

12.2.2 – plasma televisions

12.3 – Notwithstanding Condition 13.2 the Carrier shall not be liable for any loss, mis-delivery or non delivery of or damage or delay to:

12.3.1 – antiques, works of art, precious metals and stones, jewellery, watches, bullion, cashiers' cheques, currency, cheques, money orders, securities (including drafts, stocks and bonds and negotiable instruments in bearer form), travellers' cheques or stamps;

12.3.2 – prepay telephone cards and vouchers, electricity tokens and vouchers and similar vouchers;

12.3.3 – furs, liquor, wines and spirits, tobacco, cigars and cigarettes, or personal effects;

12.3.4 – documents including but not limited to passports, birth certificates or study work;

12.3.5 – drugs and pharmaceuticals, firearms, foodstuffs, human remains, lewd, obscene and pornographic materials, and plants;

12.3.6 – loss or damage to Prohibited Goods or Awkward Loads; or

12.3.7 – such other items as may from time to time be notified in writing by the Carrier to the Shipper.

12.4 – The Carrier shall not be liable for any loss, mis-delivery or non delivery of or damage or delay caused by or resulting from :

12.4.1 – any event beyond the control of the Carrier including but not limited to an act of God, weather conditions, natural disasters, war, invasion, act of foreign enemy hostilities (whether war or not), civil war, rebellion, insurrection, military or usurped power or confiscation, acts of terrorism, requisition or destruction of or damage to property by or under the order of any government or public or local authority, riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;

12.4.2 – seizure or forfeiture under legal process;

12.4.3 – error, act, omission, mis-statement or mis-representation by the Shipper or other owner of the goods or by servants or agents of either of them;

12.4.4 – inherent liability to wastage in bulk weight, latent defect or inherent defect, vice or natural deterioration or characteristic of the goods;

12.4.5 – insufficient or improper packaging of goods or insufficient, improper, incomplete or illegible labelling or addressing of the Shipment;

12.4.6 – the goods being of a fragile nature such that they cannot withstand the ordinary exigencies of carriage by a parcel carrier;

12.4.7 – the Recipient not taking or accepting delivery after the Shipment has been tendered;

12.4.8 – the act, default or omission of any HM Customs & Revenue officials, Government officials or any regulatory body;

12.4.9 – the inability of the Carrier to provide a copy of the POD, delivery record or a copy of the signature obtained at delivery;

12.4.10 – the acts or omissions of any person other than the Carrier, compliance with verbal or written delivery instructions from the Shipper, Recipient or persons claiming to represent either the Shipper or Recipient;

12.4.11 – Shipments released without obtaining a signature if the Recipient has consented to the Carrier permitting delivery without a signature;

12.4.12 – any Shipment of which the Carrier has no record of receipt;

12.4.13 – the loss of any personal or financial information including but not limited to social security numbers, dates of birth, drivers licence or passport numbers, credit or debit card numbers and financial account information;

12.4.14 – the failure of the Carrier to honour package orientation graphics including but not limited to 'UP' arrows or 'This End Up' markings;

12.4.15 – the erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media or electrical or magnetic injury, erasure, or other such damage to electronic or photographic images or recordings in any form.

12.5 – The Carrier shall not in any circumstances be liable for loss of or damage to goods after Transit of such goods is deemed to have ended within the meaning of Condition 6.6 or Condition 19.4 hereof 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.

12.6 – The Carrier shall not in any circumstances be liable in respect of a Shipment where there has been fraud on the part of the Shipper or the owner of the goods or the servants or agents of either in respect of that Shipment 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.

12.7 – FOODS AND FOODSTUFFS: The Carrier provides delivery services for customers from a number of different industries and the Shipper agrees and acknowledges that the Carrier can provide no guarantee or assurance that any food or foodstuffs provided to the Carrier for carriage will not come into contact with or be contaminated by other goods and/or substances in the course of carriage or that the Carrier can comply with the provisions of the Food Safety Act 1990, as amended from time to time. The Shipper agrees and acknowledges that the Carrier will have no liability to the Shipper for any contamination of or damage to any food or foodstuffs that the Shipper provides to the Carrier or for any failure by the Carrier to comply with the Food Safety Act 1990.

12.8 – The Carrier shall not be liable in any circumstances for any claim, which relates to seizure, detention or destruction of goods in the course of transit by any government authorities.

13. Limits of Liability

13.1 – Notwithstanding anything to the contrary in these Conditions the Carrier's liability for death or personal injury caused by its negligence or for fraud is not limited.

13.2 – Except as otherwise provided in these Conditions the liability of the Carrier in respect of claims for loss, mis-delivery, late delivery, non delivery of or damage to goods comprising the Shipment howsoever sustained shall in all circumstances be limited to the lesser of:-

13.2.1 – the value of the Shipment or part Shipment actually lost, mis-delivered, not delivered, delivered late or damaged which in respect of new goods shall be the cost to the owner and in respect of all other goods the reasonable second-hand value of the Shipment (taking into account fair wear and tear and reasonable depreciation applicable to the Shipment but, in any event, not less than 25% (twenty five percent) annual depreciation);

13.2.2 – the cost of repairing any damage or of re-conditioning the goods; or

13.2.3 – £12 (twelve pounds) per kilo calculated on the actual gross weight of the Shipment (or where part of the Shipment only is lost, mis-delivered, not delivered, delivered late or damaged calculated on the gross weight of that part) or such higher amount if the Shipper has agreed in advance to pay for Enhanced Transit Liability in accordance with Condition 14 PROVIDED THAT:-

(a). the Carrier has no liability if the charges are overdue in accordance with Condition 10.1 and/or Condition 10.2;

(b). notwithstanding Conditions 13.2.1 to 13.2.3 above in the case of an International Shipment the liability of the Carrier shall not exceed US\$100;

(c). the Carrier has no liability where the sum calculated under Condition 13.2.1 to 13.2.3 is less than the sum of £20 (twenty pounds);

(d). the Carrier shall be entitled to require proof of the cost of the whole of the Shipment and of any part thereof lost or damaged including but not limited to copy invoices;

(e). notwithstanding Conditions 10.5 and 10.6 the Carrier shall be entitled to require proof of the gross weight of the whole of the Shipment or of any part thereof lost or damaged;

(f). the Carrier shall be entitled to require proof in respect of any claim that the goods were undamaged and in full working order when Transit commenced;

(g). the Shipper is not itself in the business of carrying or arranging to carry goods for reward.

13.3 – FedEx UK Pak Liability – Except as otherwise provided in these Conditions the liability of the Carrier in respect of claims for loss, mis-delivery, non delivery of or damage to goods comprising the Shipment sent using FedEx UK Paks howsoever sustained shall in all circumstances be limited to the lesser of:

13.3.1 – the value of the Shipment or part Shipment actually lost, mis-delivered, not delivered, or damaged which in respect of new goods shall be the cost to the owner and in respect of all other goods the reasonable second-hand value of the Shipment (taking into account fair wear and tear and reasonable depreciation applicable to the Shipment but, in any event, not less than 25% (twenty five percent) annual depreciation); or

13.3.2 – £250 (two hundred and fifty pounds) per FedEx UK Pak PROVIDED THAT:-

FedEx UK Paks may be used with the service option selected, that such Shipments are sent using FedEx UK Paks and are manifested and consigned as FedEx UK Paks.

14. Enhanced Transit Liability

14.1 – The Carrier does not provide cargo liability or all risk insurance but the Shipper may opt to increase the limitation of the Carriers liability as set out in Condition 13.2.3 subject to agreeing this with the Carrier in writing in advance ('Enhanced Transit Liability'). The Shipper should contact the Carrier in advance for details of the additional fee payable. It is a condition of settlement of a claim for damage to a Shipment where Enhanced Transit Liability has been agreed or the claim is settled on the basis of the cost of a Shipment that property in the damaged item shall be vested with the Carrier who shall be entitled at its sole discretion to destroy or dispose of the item for its own benefit.

15. Indemnity to the Carrier

15.1 – The Shipper shall indemnify the Carrier against all:-

15.1.1 – 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 Vehicle, Carrier machinery or facilities and to other goods carried) by reason of any error, omission, mis-statement or mis-representation by the Shipper or other owner of the Shipment or by any servant or agent or either of them, insufficient or improper packaging, labelling or addressing of the Shipment or fraud;

15.1.2 – losses, damages, liabilities and expenses suffered by and claims made against the Carrier relating to the carriage of any food or foodstuffs or the loss of or damage to or delay to property caused by or arising out of the carriage by the Carrier of Dangerous Goods (whether or not declared by the Shipper as such), Prohibited Goods or Awkward Loads; and/or

15.1.3 – claims made upon the Carrier by HM Customs & Revenue or any other relevant customs or governmental authority in respect of dutiable goods consigned in bond or any other like taxes whether or not Transit has ended or has been suspended and regardless of whether the Carrier may have been at fault in any way causing the circumstances leading to such demand being made.

16. Claims

16.1 – Claims for Damage or Shortage to Shipments which are noted: the Carrier shall not be liable for damage to a Shipment or any part of a Shipment or shortage within a Shipment where the Shipping Document or other delivery document/record (whether electronic or paper) is noted as damaged or suffering a shortage at the point of delivery unless a claim is received by the Carrier in writing within 28 (twenty eight) calendar days after delivery or attempted delivery of the Shipment.

16.2 – Claims for Damage or Shortage to Shipments which are not noted: the Carrier shall not be liable for damage to a Shipment or any part of a Shipment or shortage within a Shipment where the Shipping Document or other delivery document/record (whether electronic or paper) is not noted as damaged or suffering a shortage at the point of delivery unless the Shipper notifies the Carrier's customer services department by 5pm the next Working Day and a claim is received by the Carrier in writing within 28 (twenty eight) calendar days after delivery or attempted delivery of the Shipment.

16.3 – Claims for Loss, Non-Delivery or Mis-Delivery – the Carrier shall not be liable for loss, non-delivery or mis-delivery of a Shipment unless a claim is received by the Carrier in writing within 28 (twenty eight) calendar days of collection or receipt of the Shipment by the Carrier.

16.4 – For the avoidance of doubt under no circumstances shall any notation on a Shipping Document constitute a claim in writing, for the purposes of Conditions 16.1, 16.2 or 16.3.

16.5 – The Carrier shall not have the benefit of the exclusion of liability afforded by Condition 16 if the Shipper proves that:-

16.5.1 – it was not reasonably possible for the Shipper to advise the Carrier or make a claim in writing within the time limit applicable; and

16.5.2 – such advice or claim was given or made to the Carrier as soon as reasonably possible.

16.6 – Where the Shipper has made a claim in writing in respect of loss or damage to a Shipment and the Carrier has requested documentation and/or information in support of such claim such information must be provided to the Carrier within 90 (ninety) calendar days failing which the Carrier shall have no liability for such claim.

16.7 – The Carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Shipment unless suit is brought within 9 (nine) months of collection or receipt of the Shipment by the Carrier.

17. Lien and Pledge

17.1 – The Carrier shall have a general lien on all Shipments and documents relating to Shipments in its possession, custody or control for any monies whatsoever due from the Shipper or owner of the Shipment and such general lien shall extend to all freight charges, costs, expenses, customs duties and charges, advances or any other charges, costs or expenses of any kind arising out of or connected to the Transit hereunder and the Carrier shall be entitled to sell or dispose of such goods or documents as agent for and at the expense of the Shipper and apply the proceeds in or towards the payment of such sums on 14 days notice to the Shipper or any lesser period as may be reasonable in the circumstances. Upon accounting to the Shipper for any balance remaining after payment of any sums due to the Carrier and any costs of retention, insurance and sale or disposal the Carrier shall be discharged of any liability whatsoever in respect of the Shipment or documents.

18. Unreasonable Detention

18.1 – The Shipper shall be liable for any costs and expenses incurred by the Carrier due to the unreasonable detention of any vehicle, trailer or container but the rights of the Carrier against any other person in respect thereof shall remain unaffected.

19. International Shipments

19.1 – In addition to provisions set out elsewhere in these Conditions the provisions of this Condition 19 shall apply to International Shipments.

19.2 – In the event of conflict between the provisions of this Condition 19 and other provisions in these Conditions, the provisions of this Condition 19 shall apply.

19.3 – In the event that any Condition or part thereof in these Conditions conflicts with and/or derogates from any international convention that may apply including without limitation the Convention on the contract for the International Carriage of Goods by Road 1956, the Warsaw Convention as amended by the Hague Protocol or the Montreal Convention then that Condition only shall be null and void to the extent only as is necessary to give effect to the conflicting provision of the relevant convention and all other Conditions shall remain in force.

19.4 – The Shipper hereby acknowledges that the Carrier may abandon and/or release any International Shipment which the Shipper has undervalued for customs purposes or has misdescribed, whether intentionally or otherwise, without incurring any liability whatsoever to the Shipper and the Shipper will save and defend, indemnify and hold indemnified, the Carrier from all claims, actions, costs, demands, damages, fines, expenses and liabilities arising therefrom or in respect thereof and in particular the Shipper shall be solely liable for all costs and expenses (which shall without limitation include VAT, customs duties, and any similar taxes or imposts) related to the International Shipment and for costs incurred in either returning the International Shipment to the Shipper or warehousing the International Shipment pending disposal. Transit shall end when an International Shipment is abandoned or released pursuant to this Condition 19.

19.5 – The Carrier has the right but not the obligation, to inspect any International Shipment including, without limitation, opening the International Shipment.

20. Impossibility of Performance

20.1 – The Carrier shall be relieved of its obligation to perform the Contract to the extent that the performance is prevented by a cause beyond its reasonable control including but not limited to failure of the Shipper, fire, weather conditions, industrial dispute or labour disturbance.

21. Data Protection

21.1 – For the purposes of this Condition 21 the 'Act' shall mean the data protection act 1998 and 'data controller', 'data processor' and 'personal data' shall have the meanings given by the Act.

21.2 – The Carrier and the Shipper acknowledge that for the purposes of the Act, the Shipper is the data controller and the Carrier is the data processor in respect of any personal data.

21.3 – The Carrier warrants to the Shipper that in respect of any personal data provided to it in accordance with these Conditions in order to perform its service it shall:

21.3.1 – process such personal data in accordance with all applicable laws;

21.3.2 – maintain appropriate technical and security measures in relation to such personal data held by it to prevent unlawful or unauthorised processing of such personal data or the accidental loss or destruction of or damage to such data;

21.3.3 – only process such personal data to the extent necessary for the performance of its service; and

21.3.4 – shall only hold personal data for as long as reasonably necessary.

21.4 – The Shipper agrees and acknowledges that the Carrier may:

21.4.1 – make a search with a credit reference agency, in respect of the Shipper (and shall procure that the Carrier may make a search in respect of any entity which is part of the same group of companies as the Shipper) and the Carrier shall keep a record of the same. The Shipper acknowledges that the credit reference agency will also keep a record of that search and may share the information with other businesses;

21.4.2 – make enquiries about the principal directors/owners of the Shipper with a credit reference agency (and shall procure that the Carrier shall have the right to make such enquiries); and

21.4.3 – monitor and record information relating to the Shippers credit performance and further acknowledges and agrees that such records will be made available to credit reference agencies who may share that information with other businesses in assessing applications for credit and fraud prevention. These records may also be made available to other organisations to assess applications for credit.

21.5 – By submitting personal data to the Carrier the Shipper consents to:

21.5.1 – the Carrier using this data for the purpose of the Carrier (or its agents or subcontractors) performing their obligations in providing its service;

21.5.2 – the Carrier, in its sole discretion sharing this personal data with (i) FedEx Corporation, its subsidiaries and/or branches which may be located either inside or outside the EEA (by way of example, including Federal Express Europe Inc, Federal Express Corporation and FedEx Corporation which are companies registered in the United States and with operations located around the world) ('FedEx Group');

21.5.3 – Third party service providers such as agents or subcontractors of the Carrier ('Third Party Contractors').

21.6 – In relation to any personal data provided by the Shipper at any time to the Carrier, the Shipper warrants that:

21.6.1 – any processing by the Shipper of such personal data shall only be undertaken in compliance with all applicable laws; and

21.6.2 – it has obtained all necessary consents and approvals for (i) the provision of such personal data to the Carrier, the FedEx Group and any Third Party Contractors; and (ii) the processing of such personal data by the Carrier, the FedEx Group and any Third Party Contractors for the performance of the Carriers services.

22. General

22.1 – The Carrier is not a common carrier and accepts goods for carriage only upon that condition and these Conditions. No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing by the Carrier to do so and such alteration or variation is made in writing.

22.2 – Save as set out in Condition 3.3 a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

22.3 – No forbearance or indulgence by the Carrier in enforcing any Condition shall prejudice or restrict the Carrier's rights or powers under any other Condition and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach.

22.4 – If any term of these Conditions is or becomes illegal, invalid or unenforceable that will not affect the legality, validity or enforceability of any other term of these Conditions.

22.5 – The Shipper may not assign, licence or subcontract any of its rights or obligations under these Conditions without the Carrier's prior written consent.

22.6 – These Conditions and the terms of any Contract contain all the terms which have been agreed between the Carrier and the Shipper in relation to the subject matter of the Conditions and the Contract. Save as set out in these Conditions or any Contract neither the Carrier nor the Shipper has relied upon any representation, warranty or statement prior to agreeing to these Conditions or any Contract and agree that this term of the Conditions does not apply to any statement, representation or warranty made fraudulently or term of these Conditions or Contract which was induced by, or otherwise entered into as a result of, fraud.

22.7 – The Contract and these Conditions shall be governed by English law (save where both parties are domiciled in Scotland or Northern Ireland where local law shall apply) and the Courts of the country where the Carrier has its principal place of business shall have exclusive jurisdiction in respect of any dispute between the Carrier and the Shipper and/or owner of or persons interested in any Shipment.