

Conditions Of Carriage

RS Transport (Hereinafter referred to as “the carrier”) is not a common carrier and accepts goods for carriage only upon that condition and the conditions set out below. No servant or agent of the carrier is permitted to alter or vary these conditions in any way unless expressly authorised in writing to do so by a director, principal, partner or another authorised person. If any legislation is compulsorily applicable to the contract and any part of these conditions is incompatible with such legislation, such part shall, as regards the contract, be overridden to that extent and no further.

Definitions

In these conditions, ‘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.

‘Booking’ means a booking for the carriage of a consignment placed by a customer with the carrier by telephone, by facsimile or online.

‘Contract’ means the contract of carriage between the customer and the carrier.

‘Consignee’ means the person or company to whom the carrier contracts to deliver the consignment.

‘Consignment’ means goods, whether a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages, or containers sent at one time in one load by or for the Customer from one address to one address.

‘Dangerous Goods’ means goods named individually in the approved carriage list issued from time to time by the Health and safety commission explosive, radioactive material, and any other goods presenting a similar hazard.

‘Excluded Goods’ means goods which will not be carried by the carrier as specified on the website,

‘On-Line’ means bookings and booking inquiries made by the customer online via the website.

‘Website’ means the Hawk Couriers website located at hawkcouriers.com

Please read these conditions carefully before using the website or the services provided by the carrier. If you choose to use any of the services or tools offered on the website, you agree and bound by these terms and conditions.

1. Your Account

If you use our services or website, you are responsible for maintaining the confidentiality of your account and passwords if any issued and to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account and should inform us immediately if you have any reason to believe that your account has been used by in an unauthorised manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when opening and operating your account. You can update your account details and information you have provided us by writing to your account manager. The carrier reserves the right to refuse, terminate, remove, or cancel jobs on your account at our discretion and no reason may be given. If we cancel a job, there shall be no payment required from you.

2. Privacy and Data Protection Policy

(1) We collect data about you from a variety of different sources, including, when you purchase services from us directly, the website or via any of our other distribution channels, when you become an account holder, when you speak to our customer services personnel, Via explicit data capture measures, for example by entering competitions and completing surveys, Via implicit data capture measures such as studying which pages you read the most and the use of cookies. In any of the above cases, the data we collect could be personal data.

(2) When you contact us via the site or give us any personal data as indicated above, we may need to collect information about you to process the transaction, complete your order and provide you with the services you expect then and in the future. This information may include but is not limited to, details such as your name, your address, your phone number and your credit card details.

(3) Unless we have your express consent, we will only disclose personal data to third parties if this is required for the purpose of completing your transaction with us. This is, of course, subject to the provision that we may disclose your data to certain permitted third parties, such as members of our own company, our own professional advisers who are bound by confidentiality codes, and when we are legally obliged to disclose your data.

(4) By becoming a subscriber you consent to receive from us by e-mail our newsletter and details of other special offers which we may think may be of interest to you.

(5) The carrier retains and uses your personal information to provide you with the best remote commerce (including electronic and mobile commerce) experience by providing you with a personalised service and to give you details of offers which we think will be of interest to you. We may also use the information to process any transactions you undertake with us and for internal administration and analysis. For quality assurance and training reasons, we may record the calls you make to us.

(6) We do not sell, rent or trade your personal information to third parties for marketing purposes. For any of the above purposes, we may send your information internationally including to countries outside the EEA. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK.

(7) Websites owned and operated by the carrier may use cookies. A cookie is a small text file of which there are two types: Session cookies: These are required for the site to function but are not used in any way to identify you personally. Permanent cookies: These store a few numbers on your hard drive, they last for a long time and each time you come to our site you send us a copy of them. We use them to identify you between visits. They are not required for the site to work but may enhance your experience. We do not store any personal data in these cookies, just a unique number that identifies you to us.

(8) In the UK we operate and are registered in accordance with applicable data protection legislation.

(9) Your payment details, credit card numbers etc., will remain within the secure operational system of the carrier and will never be shared with any other company. Accounts supported by credit card will be charged for each job at the completion of each job or within 24 hours after the job is completed, invoiced accounts will be billed every thirty days or as otherwise agreed between you and the carrier.

(10) By disclosing your personal information to us using this website, through mail or over the telephone, you consent to the collection, storage, and processing of your personal information by the carrier in the manner set out in these conditions.

3. Parties and Sub-Contracting

(1) The customer warrants that he is either the owner of the consignment or

is authorised by such owner to accept these conditions on such owner's behalf.

(2) The carrier and any other employed by the carrier may employ the services of any other carrier for the purpose of the fulfilling the contract in whole or in part and the name of every other such carrier shall be provided to the customer upon request.

(3) The carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in (2) above and such other carriers servants and agents and every reference in these conditions '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 customer or any other party that is the carrier hereunder.

(4) Notwithstanding condition 3(3) the carriage of any consignment by rail, sea, inland waterway or air is arranged by the carrier as an agent of the customer and shall be subject to the condition of the rail, shipping inland waterway or air carrier contracted to carry the consignment. The carrier shall be under no liability whatever to whomsoever and howsoever arising in respect of such carriage, provided that where the consignment is carried partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the consignment was being carried by road unless the contrary is proved by the carrier.

4. Carrier's Charges

(1) The carrier's charges shall be payable by the Customer without prejudice to the carrier's rights against the consignee or any other person, provided that when any consignment is consigned 'carriage forward' the customer shall not be required to pay such charges unless the consignee fails to pay after a reasonable demand has been made by the carrier for payment thereof.

(2) Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. The carrier shall be entitled to interest at 8 percent above the Bank of England Base Rate prevailing at the date of the carrier's invoice or account, calculated on a daily basis on all amounts overdue to the carrier.

(3) Prices calculated and displayed on the quote portion of this website are not inclusive of any waiting time, road tolls, or other additional charges incurred during the execution of your job due of changes initiated by you after dispatching or circumstances not anticipated. Charges added to a quote due to these service add-ons will be calculated and charged to your credit card or

account after the completion of the job. Because the quote for a job may be an amount less than charged, the carrier retains the right to authorise with your credit card company an amount up to 20% higher than the originally quoted amount during the initial credit card authorisation process. All quotations for the carrier's charges are calculated in accordance with the distance in miles, the gross weight of the consignment and the type of consignment service specified in the booking. The carrier offers a range of consignment services including, without limitation, same day, next day and international deliveries. Further details of the carrier's charges and consignment services are available upon request.

(4) The customer shall notify the carrier at the time of booking if:

(i) The consignment contains any perishable goods

(ii) Is of a value in excess of ten thousand pounds sterling (£10,000) in the case of consignments to be sent by same day delivery within mainland Britain, or

(iii) Is of a value in excess of one hundred pounds sterling (£100) in the case of consignments to be sent by next day or international delivery and not Hawk Couriers Air Elite Service.

(5) If the value of the consignment, to be sent by same day delivery within mainland Britain, next day or international delivery, is worth in excess of ten thousand pounds sterling (£10,000), the customer shall notify the carrier at the time of booking of the content and value of such consignment. The carrier reserves the right to charge the customer (and the customer shall pay) an additional sum to be agreed at the time of booking for the carriage of the consignment and the carrier shall inform the customer of such sum prior to accepting the booking.

5. Loading and Unloading

(1) Unless the carrier has agreed in writing to the contrary with the customer,

(a) The Carrier shall not be under any obligation to provide any plant, power or labour, other than that carried by vehicle required for loading or unloading the Consignment.

(b) The customer warrants that any special appliances required for loading or unloading the Consignment which are not carried by the vehicle will be provided by the customer or on the customer's behalf.

(c) The carrier shall be under no liability whatever to the Customer for any damage whatever, however, caused, if the carrier, is instructed to load or unload any consignment requiring special appliances which, in breach of the

warranty in (b) above, have not been provided by the customer or on the customer's behalf.

(d) The carrier shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the carrier it shall be at the sole risk of the customer.

(2) The customer shall indemnify the Carrier against all claims and demands whatever which could not have been made if such instructions as are referred to in (1) (c) of this condition and such service as is referred to in (1) (d) of this condition had not been given.

6. Dangerous Goods

Dangerous goods must be disclosed by the customer and 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 declared.

7. Transit

(1) Transit shall commence when the carrier takes possession of the consignment whether at the point of collection or at the carrier's premises.

(2) Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the consignee's address within the customary cartage hours of the district,

Provided that,

(a) If no safe and adequate access or on adequate unloading facilities there exist then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so, previously agreed in writing) of the arrival of the consignment at the carrier's premises has been sent to the consignee and,

(b) When for any other reason whatever a consignment cannot be delivered or when a consignment is held by the carrier 'to await order' or 'to be kept till called for' or upon any like instruction and such instructions are not given or the consignment is not called for and removed within a reasonable time, then transit shall be deemed to end.

8. Delivery

(1) The customer shall ensure that the consignment is secure, properly packed and labelled in accordance with good practice and any applicable

statutory requirements and is fit and safe to be carried, stored and transported by road, air, rail or sea as may be appropriate.

(2) The carrier will use all reasonable efforts to deliver within the time specified for delivery but unless otherwise agreed these are estimates only and time is not of the essence.

(3) Unless the carrier has otherwise agreed in writing with the customer, the carrier shall not be required to provide any labour or special equipment for loading or unloading the Consignment, other than that carried by the vehicle used by the carrier, and

(4) The carrier shall deliver consignments according to such route as it in its absolute discretion thinks fit.

9. Signed Receipts

The carrier shall, if so required, sign a document prepared by the sender acknowledging the receipt of the consignment but no such document shall be evidence of the condition or of the declared nature, quantity, or weight of the Consignment at the time it is received by the carrier and the burden of providing the condition of the consignment on receipt by the carrier and that the consignment was of the nature, quantity or weight declared in the relevant document shall rest with the customer.

10. Cancellation

In the event of cancellation of any booking for a consignment by the customer within 30 minutes prior to collection of the consignment, the customer shall be liable to the carrier for the carrier's charges in full for the carriage of the consignment or be liable for an abortive collection charge.

11. Undelivered or Unclaimed Consignments

Where the carrier is unable for any reason to deliver a consignment to the consignee or as he may order, or where by virtue of the proviso to condition 7(2) hereof transit is deemed to be at an end, the carrier may sell the consignment and 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 such consignment, its carriage and storage.

Provided that,

(1) The carrier shall do what is reasonable to obtain the value of the consignment, and

(2) The power of sale shall not be exercised where the name and address of the sender or of the consignee is known unless the carrier shall have done what is reasonable in the circumstances to give notice to the sender or, if the name and address of the sender is not known, to the consignee that the consignment 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 consignment is taken away or instructions are given for its disposal.

12. Limitation of Liability

Notwithstanding any other clause of these conditions, neither party excludes or limits liability for personal injury or death arising from the negligence or wilful default of party, its servants, dealers or sub-contractors, or any fraudulent misrepresentation.

(1) Except as otherwise provided in this condition, the liability of the carrier in respect of claim for physical loss, mis delivery of or damage to goods comprising the consignment, howsoever arising, shall in all circumstances be limited to the lesser of

(a) The value of the goods lost, misdelivered or damaged or
(b) The cost of the repairing any damage or of reconditioning the goods, or
(c) A sum calculated at the rate of 20,000 sterling pound per tonne on the gross weight of the goods actually lost, misdelivered or damaged, and the value of the goods actually lost, misdelivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit, and in all cases shall be taken to include any customs and excise duties or taxes payable in respect of those goods,
Provided that,

(i) In the case of loss, mis delivery of or damage to a part of the consignment the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the gross weight of that part regardless of whether the loss, mis delivery or damage affects the value of other parts of the consignment,

(ii) Nothing in this condition shall limit the liability of the carrier to less than the sum of £10.

(iii) The carrier shall be entitled to proof of the weight and value of the whole of the consignment and any part thereof lost, misdelivered or damaged,

(iv) The customer shall be entitled to give to the carrier written notice to be delivered at least 7 days prior to commencement of transit requiring that the £20,000 per tonne limit in 12(1)(c) above be increased, but not to exceed the value of the consignment, and in the event of such notice being given the customer shall be required to agree with the carrier an increase in the carriage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £20,000 per tonne limit shall continue to apply.

(2) The carrier shall not be held responsible for any event beyond their reasonable control, which prevents it from performing its obligations under the relevant contract including, but not limited to: acts, omissions or misrepresentations by the customer, owner of the consignment, consignee or independent contractor, natural deterioration or fragility of the consignment (notwithstanding that it may be marked "Fragile"), and/or any unforeseen circumstances or causes beyond the carrier's reasonable control, including but not limited to, act of God, war, riot, malicious damage, compliance with any law or government emergency procedure, accident, fire, flood, storm or industrial dispute, insufficient or improper packing, labelling or addressing, unless it is previously agreed in writing that the carrier shall perform such task.

(3) The carrier shall only be liable for loss or damage occurring within Great Britain. For journeys outside Great Britain, liability shall be restricted to the amount of cover provided by the international agent or carrier chosen at the carrier's absolute discretion. Details of such cover shall be provided to the customer upon request.

(4) The liability of the carrier in respect of claims for any other loss whatsoever (including indirect or consequential loss or damage and loss of market), and howsoever arising in connection with the consignment, shall not exceed the amount of the carriage charges in respect of the consignment or the amount of the claimant's proved loss, whichever is the lesser, unless,

(a) At the time of entering the contract with the carrier the customer declares to the carrier a special interest in delivery in the event of physical loss mis delivery or damage or of an agreed time limit being exceed and agrees to pay a surcharge calculated on the amount of that interest, and

(b) At least 7 days prior to the commencement of transit the customer has delivered to the carrier written confirmation of the special interest, agreed time limit and amount of the interest.

13. Liability for Loss and Damage

(1) The customer shall be deemed to have elected to accept the terms set out in (2) of this condition unless before the transit commences, the customer has agreed in writing that the carrier shall not be liable for any loss or mis delivery of or damage to or in connection with the consignment however or whenever caused and whether or not caused or contributed to directly by any act, omission, neglect, default or other wrongdoing on the part of the carrier, its servants or agents.

(2) Subject to these conditions the carrier shall be liable for,

(a) Physical loss, mis delivery, of or damage to living creatures, bullion, money, stamps, securities, precious metals or precious stones comprising the consignment only if,

(i) The carrier has specifically agreed in writing to carry any such items and

(ii) The customer has agreed in writing to reimburse the carrier in respect of all additional costs which result from the carriage of the said items and

(iii) The loss, mis delivery or damage is occasioned during transit and is proved to be due to the negligence of the carrier, its servants or agents,

(3) The carrier shall not in any circumstances be liable for loss or damage arising after transit is deemed to have ended within the meaning of condition 7(2) hereof, whether caused or contributed to directly or indirectly by any act, omission, neglect default or other wrongdoing on the part of the carrier, its servants or agents.

(4) The carrier may use third party carriers from time to time. Any loss or damage caused during transit by the third-party carrier must be made claimed direct to the third-party carrier.

14. Indemnity to the Carrier

The customer shall indemnify the carrier against,

(1) All liabilities and costs incurred by the carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses and loss of

or damage to the carrying vehicle and to other goods carried) by reason of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the consignment or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of the consignment or fraud as in condition 4,

(2) All claims and demands whatever by whomsoever made, (including but not limited to claims made upon the carrier by H.M. Customs and Excise in respect of dutiable goods consigned in bond), in excess of the liability of the carrier under these conditions,

(3) All liabilities and costs incurred by the carrier caused by or arising out of the carriage by the carrier of dangerous goods whether declared by the customer as such.

15. Time Limits for Claims

(1) The carrier shall not be liable for,

(a) Damage to the whole or any part of the consignment, or physical, mis

delivery or non- delivery of part of the consignment unless advised thereof in writing within seven days, and the claims is made in writing within fourteen days, after the termination of transit,

(b) Any other loss unless advised thereof in writing within 28 days, and the claim is made in writing within 42 days, after the commencement of transit.

(i) It was not reasonably possible for the customer to advise the carrier or make a claim in writing within the time limit applicable, and

(ii) Such advice or claim was given or made within a reasonable time,

(iii) The carrier shall not have the benefit of the exclusion of liability afforded by the condition.

(2) The carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the consignment unless suit is brought within one year of the date when transit commenced.

(3) In the computation of time where any period provided by these conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

16. Website Access

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction. In this instance you may call our office 24 hours a day for booking or any information needed.

17. Licence for Website Access

(1) The carrier grants you a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of the carrier. This licence does not include any resale or commercial use of this website or its contents, any collection and use of any product listings, descriptions, or prices, any derivative use of this website or its contents, any downloading or copying of account information for the benefit of another merchant, or any use of data mining, robots, or similar data gathering and extraction tools.

(2) This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

(3) You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the carrier without express written consent. You may not use any meta tags or any other "hidden text" utilising the carriers names or trademarks such as Hawk Couriers without the express written consent of the carrier. Any unauthorised use terminates the permission or license granted by the carrier and may result in the closure of your account(s) and all monies owed will be due for immediate payment.

(4) You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way.

(5) You understand that you, and not the carrier, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only.

(6) You must not use the website for any of the following:

(i) For fraudulent purposes, or in connection with a criminal offence or other unlawful activity,

(ii) To send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, trademark, confidence, privacy or any other right, or is otherwise injurious to third parties, or objectionable, or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam",

(iii) To cause annoyance, inconvenience or needless anxiety

18. Copyright and Database Rights

All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of the carrier, its affiliates or its content suppliers and is protected by United Kingdom and international copyright and database right laws. The compilation of all content on this website is the exclusive property of the carrier and is protected by United Kingdom and international copyright and database right laws. You may not systematically extract and/or re-utilise parts of the contents of the website without the carrier's express written consent. You may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website, without written permission or consent from the carrier. You also may not create and/or publish your own database that features (e.g., our prices and product listings) parts of this website without the carriers express written consent.

19. 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, the servants or agents of either, 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.

20. Unreasonable Detention

The customer shall be liable to pay demurrage for unreasonable detention of any vehicle, trailer, container or other equipment but the rights of the carrier against any other person in respect thereof shall remain unaffected.

21. Law and jurisdiction

The contract shall be governed by English law and United Kingdom courts alone shall have jurisdiction in any dispute between the carrier and the customer.