



Titan Taxis Limited Courier Terms & Conditions

Terms and conditions

1. Definitions

"Carrier" means Titan Taxis Limited.

"Customer" means the person who contracts for the services of the Carrier.

"Conditions" means these conditions of carriage, which shall apply to the contract of Carriage between the Customer and the Carrier.

"Consignee" means the person to whom the Carrier delivers the consignment.

"Consignment" means goods or property, whether or not contained in separate parcels, packages, containers or envelopes to be delivered by the Carrier for the Customer from one address to another, including any papers and documents.

"Dangerous Goods" means dangerous goods as defined in the Carriage of Dangerous Goods by Road Regulations 1996 (as amended, re-enacted or extended from time to time), and any other substance likely to cause or encourage disease, vermin, pests or other hazard.

2. General

2.1 The Carrier is not a common carrier and accepts at its sole discretion Consignments for carriage subject only to these Conditions. These conditions shall apply to the exclusion of any other terms and conditions (including those of the Customer). Unless agreed in writing by a Director of the Carrier, no employee, agent or sub-contractor of the Carrier is authorised to alter or vary these Conditions.

2.2 The Customer acknowledges and agrees that the Conditions excluding or restricting any liability of the Carrier are reasonable having regard to the existence of alternatives and other carriers available to it.

2.3 The Customer warrants that it is either the owner of the Consignment and accepts these Conditions or is authorised by such owner to accept these Conditions on such owner's behalf.



Titan Taxis Limited Courier Terms & Conditions

5. Delivery

5.1 The Customer shall ensure that the Consignment is secure, properly packed and labelled in accordance with statutory requirements and is fit and safe to be carried, stored and transported by road, air, rail or sea as may be appropriate.

5.2 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.

5.3 Unless the Carrier has otherwise agreed in writing with the Customer:

5.3.1 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

5.3.2 The Customer warrants that it will provide or procure any special equipment required for loading or unloading the Consignment and shall indemnify and hold harmless the Carrier for any damage, however caused, if the Carrier is instructed to load or unload any Consignment requiring special equipment where such equipment has not been provided or procured by the Customer.

6. Consignment Notes

6.1 If required, the Carrier shall sign a document prepared by the Customer acknowledging receipt of the Consignment but such document shall not be evidence of the condition, declared nature, quantity or weight of the Consignment at the time it is received by the Carrier.

6.2 The Carrier may require acknowledgment at the point of delivery of the Consignment and any such receipt given shall be conclusive evidence of proper delivery.

7. Transit

7.1 Transit commences when the Carrier takes possession of the Consignment, whether at the point of collection or at the Carrier's premises.

7.2 Subject to paragraph 7.3, transit shall (unless otherwise agreed) end when the Consignment is tendered at the usual place of delivery at the Consignee's address.

7.3 Where a Consignment cannot be delivered (for whatever reason), or is held by the Carrier to await order, or further instructions are not given, or the Consignment is not collected within 48 hours of notice being given to the Customer, or such other time as the Carrier may nominate, then transit shall be deemed to end at the expiry of such time.

7.4 The Carrier shall be entitled to recover any expenses incurred in attempting to effect delivery.



Titan Taxis Limited Courier Terms & Conditions

8. Governing Law and Jurisdiction

These Conditions and all contracts with Customers shall be governed by and construed in accordance with the Laws in Scotland and any proceedings shall be subject to the exclusive jurisdiction of the Scottish Courts.

9. Undelivered or Unclaimed Goods

9.1 Where the Carrier is unable to effect delivery as requested by the Customer, or where transit has come to an end, the Carrier shall use its reasonable endeavours to notify the Customer and the Consignee of any undelivered or unclaimed goods. Unless the goods are collected or instructions are given for its disposal within 24 hours (or such other time as the Carrier may nominate) of notice being given, the Carrier may destroy or sell the goods as if it were the absolute owner.

9.2 The Carrier shall use its reasonable endeavours to obtain a reasonable price for the goods and shall apply the proceeds of sale to the payment of all its proper expenses and charges incurred in relation to the carriage, storage and sale or disposal of the goods. Any proceeds left over shall be paid to the Customer upon which the Customer shall be discharged from all liability in respect of the goods.

10. Cancellation

In the event of cancellation of any contract of carriage, whether for a Consignment or of passengers by the Customer within 30 minutes prior to the start of transit from Clydebank and within 60 minutes prior to the start of transit from any other destination, the Customer shall be liable to the Carrier for any losses incurred by the Carrier, as a result of the cancellation not exceeding the full cost of hiring.

11. Carrier's Charges

11.1 Payment terms are 14 days from date of invoice. Any variations to these terms are to be agreed in writing.

11.2 The Carrier's charges shall be based on its tariffs in effect at the time of performance. The Carrier will prepare invoices at least once a month. Credit facilities granted to a Customer may be withdrawn at the Carrier's discretion. At any time and the balance outstanding shall become due immediately on demand.

11.3 Charges are payable in full without any right of deduction or set off on the due date notified to the Customer or failing such notification within seven days after the date of the relevant invoice. The Carrier shall be entitled to charge interest at 3.5% above the prevailing Official Dealing Rate of the Royal Bank of Scotland calculated on a daily basis on all overdue amounts. Any queries in respect of an invoice must be made in writing within seven days of the date of the invoice otherwise it will be deemed to have been accepted and will be payable in full.



Titan Taxis Limited Courier Terms & Conditions

11.4 All quotations given based on weight charge shall apply to the gross weight of the Consignment.

11.5 In relevant circumstances, volumetric conversion will apply.

12. Limitation of Liability

12.1 Except where the Customer has specifically requested the Carrier to arrange insurance prior to commencement of transit of the Consignment, the Carrier shall not be liable for any loss, misdelivery or damage to cash, jewellery, furs, watches, precious metals, stones, bullion and the like, non ferrous metals, scrap, explosives and similar articles.

12.2 The Carrier shall not be liable in respect of any loss, misdelivery of or damage to any Consignment as a result of any:

12.2.1 Force majeure event which shall mean any circumstance beyond the reasonable control of the Carrier, (including, without limitation, act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government (including refusal or revocation of any licence or consent) fire, explosion, flood, power failure, failure of telecommunication lines, fuel shortage, any strike, lock out or other form of industrial action);

12.2.2 Seizure or forfeiture under legal process;

12.2.3 Act, omission, or misrepresentation by the Customer, owner of the Consignment, Consignee or independent contractor;

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

12.2.5 Insufficient or improper packing, labelling or addressing unless it is previously agreed in writing that the Carrier shall undertake such task; or

12.2.6 Marine risk

12.3 The Carrier shall not in any circumstances be liable for loss or damage to the Consignment after transit is deemed to have ended, whether or not caused or contributed to by the Carrier.

12.4 The Carrier shall not in any circumstances be liable for any loss or damage where there has been fraud on the part of the Customer, owner of the Consignment or Consignee, unless the fraud has been contributed to by the Carrier or its employees acting in the course of their employment.

12.4.1 The maximum liability for any item carried by taxi is £100 for loss or damage howsoever caused.



Titan Taxis Limited Courier Terms & Conditions

Whether or not such loss or damage was due to the fault or negligence of the Carrier, its employees, and agents or otherwise. If the Customer wishes to arrange a higher level of insurance in respect of any Consignment, then it should notify to the Carrier, who may be able to arrange this at an additional charge to the Customer.

12.5 The Carrier shall in no circumstances, except in respect of death or personal injury caused by the Carrier's negligence, be liable for any consequential, special or indirect loss or damage costs, expenses or other claims whatsoever (whether for loss of profit or otherwise and whether due to the negligence of the Carrier, its employees, agents or otherwise) which arise out of or in connection with the supply of the Carrier's services.

12.6 The Customer shall provide to the Carrier written proof of the value of the Consignment damaged or lost and the Carrier shall be entitled to inspect the damaged Consignment.