



Conditions of Carriage (Freight) Revised July 2018

1. PARTIES AND INTERPRETATION

1.1 These Conditions set out the basis on which DX Network Services Limited (05026914) whose registered office is at Ditton Park, Riding Court Road, Datchet, SL3 9GL (“DX”) transports goods collected by DX from a single address under a single reference number for delivery to a single address (“Consignment”) to be delivered to a recipient or any other person with authority at the delivery address. (“Consignee”). The Customer as defined in the Service Agreement (“Customer”) should note the limitations and exclusions of DX’s liability and arrange insurance as necessary.

1.2 In these Conditions the words “including”, “in particular” and similar shall be construed as illustrative and not exhaustive.

2. FORMATION OF CONTRACT

The contract between the Customer and DX comprises the service agreement setting out the commercial terms (“Service Agreement”), the relevant service guide published on DX’s website from time to time (“Service Guide”), these Conditions and any other documents referred to in any of them (the “Contract”). The Contract is formed when the Service Agreement is signed by both parties’ authorised representatives and shall come into force on the start date identified in the Service Agreement. DX is not a common carrier and accepts Consignments only on the terms of the Contract to the exclusion of any terms issued by the Customer.

3. CUSTOMER’S OBLIGATIONS

The Customer must ensure that: (i) each Consignment complies with the requirements and traffic profile set out in the Service Agreement and the Service Guide; (ii) no Consignment contains excluded goods as defined on DX’s website (“Excluded Goods”) except as expressly agreed in writing by DX; (iii) all Consignments are packaged and labelled in accordance with DX’s packaging requirements set out in its Service Guide; (iv) each Consignment has a complete, accurate address and postcode; (v) accurate weights are provided with each Consignment; (vi) any obligations of the Customer set out in the Service Guide are met; (vii) the Customer loads each Consignment at the collection address immediately upon the arrival of the collection vehicle, using its own plant and equipment and in accordance with applicable law; and (viii) it owns each Consignment or is authorised by its owner to send it in accordance with the Contract.

4. THE SERVICES

4.1 DX shall use reasonable endeavours to provide the carriage services as set out in the Service Agreement (“Services”) in accordance with the Service Guide, including in relation to delivery timescales. Time shall not be of the essence of any aspect of DX’s performance. Delivery times refer to working days and exclude Sundays, bank holidays, public holidays and local holidays.

4.2 DX may refuse to accept any Consignment, including any Consignment that is not securely or adequately packaged. DX may open, inspect, and/or refuse to carry any Consignment that it believes may comprise non-approved Excluded Goods. DX shall not be responsible for any delay arising as a result. If such items: (i) comprise those Excluded Goods, then the Customer shall collect them from DX within a reasonable time; (ii) do not comprise those Excluded Goods, DX shall repack them and deliver the same at the earliest available opportunity. Additional charges may apply.

4.3 Risk in each Consignment shall pass to DX as it is loaded on to the collection vehicle until it is tendered to be unloaded at the delivery address or at its return address.

4.4 The Customer must ensure that DX has access to any agreed delivery point immediately on arrival of the DX delivery vehicle at the delivery address (or return address). DX may provide assistance in making delivery to another point at the delivery address at the Customer’s sole risk. Delivery to an agreed address does not include delivery to a specific person.

4.5 Subject to clause 5.1, delivery of the Consignment shall be deemed complete upon unloading at the delivery address or, if residential at neighbouring premises.

4.6 If required by law, DX may pass the Consignment to the relevant authorities without notice.

5. UNDELIVERED CONSIGNMENTS

5.1 If DX has attempted but failed to deliver a Consignment due to: (i) the Consignee’s refusal or failure to take delivery of a Consignment; (ii)

the absence of the Consignee; (iii) failure by the Customer to provide an accurate delivery address and postcode; or (iv) any Force Majeure Event, then DX shall be deemed to have completed delivery for the purposes of measuring DX’s performance against the service timescales in the Service Guide.

5.2 DX shall attempt redelivery in accordance with the Service Guide.

6. CHARGES & PAYMENT

6.1 The charges payable by the Customer for the Services are set out in the Service Agreement and applied to each collected Consignment. The tariff is based on account profile including projected use set out in the Service Agreement. All charges and supplements are subject to VAT.

6.2 DX may vary the tariff by written notice at any time for any reason including: (i) with retrospective and prospective effect, if the Customer’s use of the Services materially differs from the traffic profile or projected use; and/or (ii) if DX’s costs of providing the Services have increased.

6.3 DX may charge additional supplements as described in the Service Guide or Service Agreement including a fuel supplement in accordance with the fuel index published on DX’s website.

6.4 DX may charge at the volumetric weight rather than the actual weight based on a capacity rating as set out in the Service Guide.

6.5 DX may recover from the Customer any sums paid out by DX as duty or tax relating to any Consignment.

6.6 Unless otherwise provided in the Service Agreement, DX will invoice the Customer weekly in arrears and may charge a minimum weekly: (i) invoice charge of £50; and (ii) fuel supplement of £10 per invoice.

6.7 The Customer shall make all payments due to DX in pounds sterling by Direct Debit to DX’s nominated bank account within fourteen (14) days after the date of invoice.

6.8 Any query relating to any invoice must be notified to DX within seven (7) calendar days of the date of invoice.

6.9 The Customer may not withhold payment of any amount due to DX by way of set-off or counterclaim. DX may set-off any amount owing to it from the Customer against any amount owed by DX to the Customer.

6.10 If the Customer fails to pay any amount due to DX by the due date, then without limiting DX’s other rights and remedies: (i) DX may claim interest and costs under the Late Interest under the Late Payment of Commercial Debts (Interest) Act 1998; (ii) DX may suspend performance of the Services until it is paid; and (iii) DX may exercise a general right of lien and hold any Consignments until all outstanding sums are paid. If any sums are not paid within fourteen (14) days after their due date then DX may without further notice to the Customer sell any Consignments under its control and apply the proceeds in full or partial satisfaction of the sums due. Any surplus remaining after satisfaction of all sums and DX’s reasonable costs shall be repayable to the Customer on demand.

6.11 DX may at any time by written notice withdraw or alter any credit allowed to the Customer.

7. CLAIMS AND CLAIMS PROCEDURE

7.1 DX shall not be liable for any loss of or damage to any Consignment unless the Customer follows DX’s applicable claims procedure and this clause 7.

7.2 Where the Customer intends to make a claim in respect of loss or damage in respect of a Consignment, the Customer must notify DX promptly and in any event: (i) within seven (7) calendar days from the termination of transit in the case of claims for damage; or (ii) within twenty-one (21) calendar days from the commencement of transit in the case of claims for part and full loss, and the Customer must provide the detailed claim, together with any supporting documentation, within a further fourteen (14) calendar days after such notification.

7.3 The Customer shall in the case of damage claims make the damaged Consignment available for inspection by DX or its agents within seven (7) days after DX’s written request.

7.4 If in connection with any claim for damage to a Consignment DX makes any payment or credit to the Customer, DX may dispose of the relevant Consignment as DX sees fit.

8. LIMITATIONS OF LIABILITY

8.1 DX will not be liable for damage to any Consignment which is delivered to a residential address or using DX Carriage-Forward and Carriage Transfer services.

8.2 DX will not be liable for the first £50 of any claim for loss of or damage to any Consignment.

8.3 Subject to clause 8.4, DX’s liability in connection with any damage to or loss of any Consignment or part thereof shall not exceed the lower of: (i) the costs of repair; (ii) the manufacturing cost; or (iii) a sum based on the lower of actual or declared unpacked weight as follows:

Service	Liability
Before 9.30am	£15 per kilo
Before Noon	£15 per kilo
Saturday Services	£15 per kilo
Next Day	£15 per kilo
48/72 Hour & Offshore Delivery	£5 per kilo
Carriage Forward / Carriage Transfer (across all services)	£5 per kilo (loss only)
Residential Addresses (across all services)	£5 per kilo (loss only)

DX’s liability is subject in each case to a maximum limit per Consignment of £10,000. The Customer shall provide proof of costs at DX’s request. In the absence of proof, DX may determine costs by deducting forty per cent (40%) from the sales value.

8.4 DX’s liability in relation to any DocPak Consignment shall not exceed £150 per satchel.

8.5 DX shall not be liable for any non-performance, or for loss or damage to a Consignment, if: (i) arising wholly or partly from any breach of the Contract, act or omission of the Customer or Consignee; (ii) caused by inherent wastage or defects, or natural deterioration in the Consignment; (iii) arising during loading, or unloading or moving other than at the agreed delivery point; (iv) the Consignment contains non-approved Excluded Goods; (v) a delivery note has been signed for by the Consignee; (vi) the Consignee fails to accept delivery; (vii) the Consignment is correctly delivered to the delivery address and a person misrepresents their authority to receive it; (viii) the Consignment is lost but is subsequently found and returned.

8.6 If DX fails to attempt delivery specified in the Service Guide, then as the Customer’s exclusive remedy DX shall if requested within seven (7) calendar days after the date of invoice, at its option, either reduce the relevant charges to DX’s standard charges for the timescale achieved, or, apply a 20% reduction.

8.7 DX shall not be liable to the Customer if DX is prevented or delayed from performing the Services by a circumstance beyond DX’s control (a “Force Majeure Event”), including industrial disputes, accidents, obstruction of highways, mechanical breakdown or traffic congestion. If a Force Majeure Event occurs DX may: (i) suspend performance of the Services for its duration; and/or (ii) return to the Customer any Consignment in the possession of DX without limiting the Customer’s obligation to make payment of any charges.

8.8 DX shall not be liable to the Customer for any: (i) loss, damage, costs or expenses incurred by the Customer as a result of third party claims; (ii) loss of or corruption to data; (iii) loss of profits, income or business opportunity; (iv) loss of anticipated savings; (v) injury to reputation or loss of goodwill; (vi) loss of production; or (vii) indirect or consequential loss, damage, costs or expenses.

8.9 DX’s total aggregate liability during any period of twelve (12) months beginning on the start date or an anniversary of the Contract shall not exceed the sums paid to DX during that period.

8.10 Nothing in the Contract shall operate to limit or exclude DX’s liability any matter for which liability cannot lawfully be limited or excluded.

8.11 References to DX’s liability in this clause means liability under or in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty) or otherwise.

9. INDEMNITIES

The Customer shall indemnify DX against any and all loss, damages, costs, and expenses which DX incurs arising from: (i) the breach, negligence or wrongful acts or omissions of any Consignee; and (ii) claims

made against DX in relation to any Consignment by any third party.

10. TERM AND TERMINATION

10.1 DX may terminate the Contract and/or suspend performance of the Services for any reason on one month’s written notice, or immediately if the Customer: (i) is in material breach of any obligation under the Contract and if it is capable of remedy fails to remedy it within fourteen (14) days after receiving notice of it; or (ii) becomes insolvent, resolves to wind up, makes an arrangement with its creditors, goes into administration or receivership or suffers or takes any similar occurrence or action, or is subject to any petition, application or order for any such occurrence or action.

10.2 After termination, DX may invoice any charges and supplements not previously invoiced and any sums invoiced by DX shall become immediately due.

11. DATA PROTECTION

11.1 The Customer provides Personal Data (as defined in the Data Protection Act 1998, as amended or replaced by General Data Protection Regulation 2016 and the Data Protection Act 2018 (“Data Protection Law”)) of Consignees and other individuals to the DX in order for DX to provide the Services. For the purpose of this clause “Data Processor”, “Data Controller” and “Personal Data” shall have the same meaning as defined in Annex 1 – Data Protection which forms part of this Contract and can be accessed on our website at: www.dxdelivery.com/legal. DX shall be a Data Processor and the Customer shall be a Data Controller. Each party shall agree to a further data protection agreement if required.

11.2 In relation to any Personal Data provided by the Customer to DX: (i) The Customer agrees to comply with its obligations as a Data Controller under Data Protection Law; (ii) The Customer has obtained any necessary consents from the receiver of the goods as required under the Data Protection Law for use of that Personal Data by DX to provide the Services; and (iii) The Customer has made the Consignee aware that such details may be used by DX to enhance the delivery process for the Consignee and DX will use notifications for that purpose.

11.3 DX may share the personal data with its third party sub-processors for the purpose of providing or improving the Services in accordance with Annex 1 – Data Protection.

11.4 DX shall not be considered a Data Controller or Data Processor for any personal and/or sensitive data that is contained within a delivery item.

12. GENERAL

12.1 DX may sub-contract the performance of the Services. The Customer may not assign any part of the Contract without DX’s prior written consent.

12.2 Any notice given in connection with the Contract must be in writing (including email) and sent using the contact information in the Service Agreement.

12.3 If any provision or part-provision of the Contract is invalid, illegal or unenforceable, it shall be severed, and the other provisions and part-provisions shall remain in effect.

12.4 Each member of the DX Group and its contractors shall have the benefit of and may enforce the limitations and exclusions of liability in these Conditions. Otherwise, no third party may enforce any term of the Contract. The parties shall not require any third party’s consent to vary the Contract.

12.5 The Contract is the entire agreement between the parties and supersedes all previous agreements. In entering into the Contract, the Customer does not rely on any representations not set out in the Contract.

12.6 A waiver of any right or remedy under the Contract is only effective if in writing and shall not affect any other right or remedy.

12.7 Except as otherwise provided in the Contract, the Contract may only be varied by the parties’ written agreement.

12.8 The Contract and any dispute arising in connection with it shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.