

# TERMS AND CONDITIONS

The Customer's attention is drawn to the Clauses hereof which exclude or limit Luggage Delivery Company's liability and those that require the Customer to indemnify Luggage Delivery Company in certain circumstances.

## DEFINITIONS AND APPLICATION

1 Luggage Delivery Company, also referred to as [luggagedeliverycompany.com](http://luggagedeliverycompany.com). "Person" Includes persons or any Body or Bodies Corporate.

"The Owner" means the owner of the goods (including any packaging, containers or equipment) to which any business concluded under these Conditions relates and any other person who is or may become interested in them.

"Customer" means any person at whose request or on whose behalf Luggage Delivery Company undertakes any business or provides advice, information or services.

2 (A) Subject to Sub-Paragraph (B) below, all and any activities of Luggage Delivery Company in the course of business whether gratuitous or not are undertaken subject to these Conditions.

(B) If any legislation is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by Luggage Delivery Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.

3 The Customer warrants that he is either the Owner or the authorised Agent of the Owner and also that he is accepting these Conditions not only for himself but also as Agent for and on behalf of the Owner.

## LUGGAGE DELIVERY COMPANY

4 (A) Subject to Clauses 11 and 12 below, Luggage Delivery Company shall be entitled to procure any or all of its services as an Agent or to provide those services as a Principal.

(B) Luggage Delivery Company shall be deemed to have contracted with the Customer as a Principal for the performance of the Customer's instructions, whether Luggage Delivery Company is providing its services as a Principal or procuring them as an Agent.

5 When Luggage Delivery Company contracts as a Principal for any services, it shall have full liberty a) to perform such services itself or b) to subcontract the whole or any part of such services to third parties (including Luggage Delivery Company's own parent, subsidiary, or associated companies).

6 When Luggage Delivery Company acts as an Agent on behalf of the Customer, Luggage Delivery Company shall be entitled (and the Customer hereby expressly authorises Luggage Delivery Company) to enter into all such Contracts on behalf of the Customer as may be necessary or desirable to fulfill the Customer's instructions and subject to the trading conditions of the parties with whom such contracts are made.

7 Luggage Delivery Company reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of goods.

8 (A) Subject to Sub-Clause (B) hereof, Luggage Delivery Company shall have a general lien on all goods and documents relating to goods in its possession, custody or control for all sums due at any time from the Customer or Owner, and shall be entitled to sell or dispose of such goods or documents as Agent for and at the expense of the Customer and apply the proceeds in or towards the payment of such sums on 28 days notice in writing to the Customer. Upon accounting to the Customer for any balance remaining after payment of any sum due to Luggage Delivery Company and the costs of sale or disposal Luggage Delivery Company shall be discharged of any liability whatsoever in respect of the goods or documents.

(B) When the goods are liable to perish or deteriorate, Luggage Delivery Company's right to sell or dispose of the goods shall arise immediately upon any sum becoming due to Luggage Delivery Company subject only to Luggage Delivery Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the goods before doing so.

9 Luggage Delivery Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Freight Forwarders.

10 (A) If delivery of the goods or any part thereof is not taken by the Customer, Consignee or Owner, at the time and place when and where Luggage Delivery Company is entitled to call upon such person to take delivery thereof, Luggage Delivery Company shall be entitled to store the goods or any part thereof at the sole risk of the Customer, whereupon the liability of Luggage Delivery Company in respect of the goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage if paid for or payable by Luggage Delivery Company or any Agent or Sub-Contractor of Luggage Delivery Company shall forthwith upon demand be paid by the Customer to Luggage Delivery Company.

(B) Luggage Delivery Company shall be entitled at the expense of the Customer to dispose of (by sale or

otherwise as may be reasonable in all the circumstances):-

(i) On 28 days notice in writing to the Customer, or (where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by Luggage Delivery Company to have any interest in the goods) without notice, any goods which have been held by Luggage Delivery Company for 90 days and which cannot be delivered as instructed; and

(ii) Without prior notice, goods which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to Luggage Delivery Company or Third Parties or to contravene any applicable laws or regulations.

11 (A) Except under special arrangements previously made and agreed in writing or under the terms of a printed document signed by Luggage Delivery Company, any instructions relating to the delivery or release of goods in specified circumstances only, such as (but without prejudice to the generality of this Clause) against payment or against surrender of a particular document, are accepted by Luggage Delivery Company where Luggage Delivery Company has to engage third parties to effect compliance with the instructions, only as Agents for the Customer.

(B) Luggage Delivery Company shall not be under any liability in respect of such arrangements as are referred to under Sub- Clause (A) hereof save where such arrangements are made in writing.

(C) In any event, Luggage Delivery Company's liability in respect of the performance or arranging the performance of such instructions shall not exceed the limits set out in Clause 25(A) (ii) of these Conditions.

12 Advice and information, in whatever form it may be given, is provided by Luggage Delivery Company for the Customer only and the Customer shall not pass such advice or information to any Third Party without Luggage Delivery Company's written agreement. The Customer shall indemnify Luggage Delivery Company against all loss and damage suffered as a consequence of any breach of this Condition by the Customer.

13 (A) Luggage Delivery Company will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, fragile items, human remains, livestock, pets or plants, or pornography. Should any Customer nevertheless deliver any such goods to Luggage Delivery Company or cause Luggage Delivery Company to handle or deal with any such goods Luggage Delivery Company shall be under no liability whatsoever for or in connection with such goods howsoever arising.

(B) Luggage Delivery Company may at any time waive its rights and exemptions from liability under Sub-

Clause (A) above in respect of any one or more of the categories of goods mentioned herein or of any part of any category. If such waiver is not in writing, the onus of proving such waiver shall be on the Customer.

14 Except following instructions previously received in writing and accepted by Luggage Delivery Company, Luggage Delivery Company will not accept or deal with goods of a dangerous or damaging nature, nor with goods likely to harbour or encourage vermin or other pests, nor with goods liable to taint or affect other goods. If such goods are accepted pursuant to a special arrangement and then in the opinion of Luggage Delivery Company they constitute a risk to other goods, property, life or health, Luggage Delivery Company shall where reasonably practicable contact the Customer, but reserves the right at the expense of the Customer to remove or otherwise deal with the goods.

## **THE CUSTOMER**

15 The Customer warrants:

(A) That the description and particulars of any goods furnished by or on behalf of the Customer are full and accurate.

(B) That all goods have been properly and sufficiently prepared, packed, labelled and/or marked, and that the preparation, packing, labelling and marking are

appropriate to any operations or transactions or transportation affecting the goods and the characteristics of the goods.

(C) That where Luggage Delivery Company receives the goods from the Customer already packed, the goods are in good condition, and are suitable for the carriage to the intended destination of the goods loaded therein or thereon.

16 Should the Customer otherwise than under special arrangements previously made in writing as set out in Clause 14 above deliver to Luggage Delivery Company or cause Luggage Delivery Company to deal with or handle goods of a dangerous or damaging nature, or goods likely to harbour or encourage vermin or other pests, or goods liable to taint or affect other goods, he shall be liable for all loss or damage arising in connection with such goods and shall indemnify the

Luggage Delivery Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the goods may be dealt with in such manner as Luggage Delivery Company or any other person in whose custody they may be at any relevant time shall think fit.

17 The Customer undertakes that no claim shall be made against any Director, Employee Servant, or Supplier of Luggage Delivery Company that imposes or attempts to impose upon them any

liability in connection with any services that are the subject of these Conditions and if any such claim should nevertheless be made, to indemnify Luggage Delivery Company against all consequences thereof.

18 The Customer shall save harmless and keep Luggage Delivery Company indemnified from and against:-

(A) All liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the goods) arising out of Luggage Delivery Company acting in accordance with the Customer's instructions or arising from any breach by the Customer of any Warranty contained in these Conditions or from the negligence of the Customer, and

(B) Without derogation from Sub-Clause (A) above, any liability assumed or incurred by Luggage Delivery Company when by reason of carrying out the Customer's instructions Luggage Delivery Company has reasonably become liable or may become liable to any other party, and

(C) All claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of Luggage Delivery Company under the terms of these Conditions regardless whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of Luggage Delivery Company, its Servants, Sub- Contractors or Agents, and

(D) Any claims of a General Average nature which may be made on Luggage Delivery Company.

19 (A) The Customer shall pay to Luggage Delivery Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set-off.

(B) In respect of all sums which are overdue, the Customer shall be liable to pay to Luggage Delivery Company interest calculated at 5% above the prevailing Base Rate of the London clearing banks.

20 Despite the acceptance by Luggage Delivery Company of instructions to collect freight, duties, charges or other expenses from the Consignee or any other person the Customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such Consignee or other person when due.

21 Where liability for General Average arises in connection with the goods, the Customer shall promptly provide security to Luggage Delivery Company or to any other party designated by Luggage Delivery Company in a form acceptable to Luggage Delivery Company.

## LIABILITY AND LIMITATION

22 Luggage Delivery Company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.

23 Luggage Delivery Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:-

(A) Strike, lock-out, stoppage or restraint of labour, Customs delay, the consequences of which Luggage Delivery Company is unable to avoid by the exercise of reasonable diligence;

(B) Any cause or event which Luggage Delivery Company is unable to avoid and the consequences whereof Luggage Delivery Company is unable to prevent by the exercise of reasonable diligence.

24 Except under special arrangements previously made in writing Luggage Delivery Company accepts no responsibility for departure or arrival dates of goods.

25 (A) Subject to clause 2(B) and 11(B) above and sub-clause (D) below Luggage Delivery Company's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed:-

(i) in the case of claims for loss or damage to goods: (a) the value of any goods lost or damaged, or (b) a sum at the rate of two Special Drawing Rights as defined by the International Monetary Fund (hereinafter referred to as

SDR's), per kilo of the gross weight of any goods lost or damaged whichever shall be the least.

(ii) in the case of all other claims: (a) the value of the goods the subject of the relevant transaction between Luggage Delivery Company and its Customer, or (b) a sum at the rate of two SDR's per kilo of the gross weight of the goods the subject of the said transaction, or (c) 75,000 SDR's in respect of any one transaction whichever shall be the least.

(B) Subject to Clause 2(B) above, and Sub-Clause (D) below, Luggage Delivery Company's liability for loss or damage as a result of failure to deliver or arrange delivery of goods in a reasonable time or (where there is a special arrangement under Clause 25) to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to the amount of Luggage Delivery Company's charges in respect of the relevant transaction.

(C) Save in respect of such loss or damage as is referred to at Sub-Clause (B) and subject to

Clause 2(B) above and Sub-Clause (D) below, Luggage Delivery Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profit, loss of market or the consequences of delay or deviation however caused.

(D) By special arrangement agreed in writing, Luggage Delivery Company may accept liability in excess of the limits set out in Sub-Clauses (A) to (C) above upon the Customer agreeing to pay Luggage Delivery Company's additional charges for accepting such increased liability. Details of Luggage Delivery Company's additional charges will be provided upon request.

26 Any claim by the Customer against Luggage Delivery Company arising in respect of any service provided for the Customer or which Luggage Delivery Company has undertaken to provide shall be made in writing and notified to Luggage Delivery Company within 14 days of

the date upon which the Customer became or should have become aware of any event or occurrence alleged to give rise to such claim and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for him to comply with this

Time Limit and that he has made the claim as soon as it was reasonably possible for him to do so.

## **JURISDICTION AND LAW**

27 These Conditions and any act or contract to which they apply shall be governed by English Law and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the English Courts. Luggage Delivery Company reserves the right to pass on to its customers charges received in relation to taxes or customs duties levied against each, and all, items delivered on behalf of the customer, for whatever reason, and wherever any breach of terms is made, in any event, by the customer. All customers accept these charges from Luggage Delivery Company whenever they enter into a contract to deliver any items, as requested by the customer. These terms apply to retrospective charges also.

## **LUGGAGE WEIGHT ALLOWANCES**

28 All luggage items delivered are priced according to the weight or size as displayed on website [luggagedeliverycompany.com](http://luggagedeliverycompany.com)

Please note that any item with any one length between 120cms and 240cms will incur a surcharge. For items with any one length greater than 240cms, please contact Luggage Delivery Company prior to shipping as there may be restrictions in the origin and/or destination countries.

## **OVERWEIGHT / OVERSIZE SURCHARGES**

29 If actual weights and/or dimensions exceed either the weight or the dimensions of the Customer's booking, the Customer will be liable for Surcharges. Surcharges are payable on demand and the amount will vary according to the actual weight or size and route. Adjustments may occur retroactively after the order has been completed. Luggage Delivery Company reserves the right to alter or amend these charges at any time without prior notification. Any item overweight or oversize may be refused for collection or delivery and may cause delays to your order. Each item must be able to be lifted by an individual unless agreed in writing prior to collection.

## **LOCKING AND SECURITY OF LUGGAGE**

30 All luggage items must remain unlocked for Customs and Security purposes except. Further, it is recommended that all customers label their luggage items clearly on the inside and outside.

## **POWER OF ATTORNEY**

31 Where the Customer undertakes to have items delivered they automatically provide Power Of Attorney to Luggage Delivery Company and acceptance of these terms and conditions.

## **INCORRECT INFORMATION**

32 Where the customer supplies any and all information for the collection and/or delivery of items they shall indemnify Luggage Delivery Company for non-delivery and late delivery of consignments due to:

(A) Incorrect information

(B) Persons not present at specified addresses for the collection of, or, to receive goods.

### **ACTS OF GOD**

33 The customer also indemnifies Luggage Delivery Company against all costs involved or incurred through Acts Of God.

### **CANCELLATION FEES**

34 If the Customer cancels the order no refund is payable by Luggage Delivery Company and depending on the circumstances, Luggage Delivery Company may also charge a cancellation fee, to cover administrative charges, of £25.00 (plus VAT at the prevailing rate, where applicable)

### **INSURANCE**

35 To be effected by the Customer unless otherwise agreed in writing with Luggage Delivery Company prior to collection.

### **PERSONAL EFFECTS**

36 (A) For shipments from one EU country to another EU country personal effects are any items shipped for personal use for the purpose of the customer's vacation, relocation or business needs.

(B) For shipments outside the EU personal effects are items of used clothing and footwear or unpacked clothing and footwear that are more than 6 months old that will be required for the purpose of the customer's vacation, relocation or business needs. If a customer wants to ship any other items they must contact Luggage Delivery Company prior to packing.

Any customer who does not comply with this term will be responsible if there are any delays or charges incurred. Prices include Customs clearance however all duties, taxes, admin charges or penalties levied against any item(s) through non-compliance or breach of Luggage Delivery Company Terms & Conditions, wilful or otherwise, will result in all charges being directed back to the customer, who hereby accepts all such charges and will not withhold payment of such charges to Luggage Delivery Company at any time and agrees to fully indemnify Luggage Delivery Company from any responsibility in this regard.

### **RESTRICTED ITEMS**

37 Customers are not allowed to pack or ship restricted items as listed below.  Animals (including birds, fish, insects, larvae, pupae etc.)

Animal products (including but not limited to ivory, fur and garments trimmed with fur)

Antiques and art works

Bullion

Complete firearms and firearm parts, ammunition, explosives, weapons  Dangerous / hazardous goods (including but not limited to perfumes,

aftershaves, aerosols, flammable substances, loose lithium batteries, dry ice, biological substances, UN classified dangerous goods and any goods specified as such under

International Air Transport Association regulations (“IATA”), the Agreement on Dangerous Goods by Road (“ADR”) or International Maritime Dangerous Goods (“IMDG”) regulations.

Flowers and plant products

Human remains or ashes

Illegal goods (these are goods which are considered illegal in the origin, the transit points and / or the destination countries and would include but not be limited to pirated goods, counterfeit goods and narcotics)

Fragile Items

Imitation (replica) firearms, toy guns, weapons, explosive devices or ammunition

Medical samples (including but not limited to bodily fluids and tissue samples)  Negotiable instruments in bearer form (including but not limited to bank notes, currency, vouchers)

Perishable items that require a temperature controlled environment

Pornography

Prescription drugs and pharmaceutical products

Tobacco

Foodstuffs, perishable food articles and beverages requiring refrigeration or

other environmental control, including, but not limited to: Wine, Beer, Spirits and Champagne.

Packages that are wet, leaking or emit an odour of any kind or packages wrapped in Kraft paper.

For international carriage there may be additional prohibited items specified by the country of origin and/or destination. Luggage Delivery Company may at its sole discretion refuse to carry other items not listed here.

### **CUSTOMS / SECURITY CHECKS, CUSTOMS DUTIES CHARGES**

38 Wherever Customs/Security officials, of any origin or destination, check any items being

shipped/delivered, Luggage Delivery Company will make every attempt to ensure that luggage is delivered as per the requested delivery date. However if such instances do occur, the client, by agreeing to our terms and conditions, accepts that delays may occur, and that they will not receive compensation, or discounted rates, where such instances do occur. Any Duties levied by any Customs authority will be deemed payable by the customer. Luggage Delivery Company will endeavour to ascertain the reason for charges and will undertake a claim for recompense on behalf of the customer but cannot guarantee any refunds for charges.

### **LUGGAGE IDENTITY AND DESCRIPTION**

39 Luggage Delivery Company will provide luggage tags to be attached to each piece of luggage for the collection and delivery of such items, however, in each instance, the client will remain responsible for ensuring that each luggage piece is clearly identified with contact/delivery details including full contact address, postal/zip codes and contact telephone details. Any items not clearly identified may result in delayed delivery or loss of such items. In addition ALL items must be clearly identified as to their size and description. Any incorrect OR inaccurate descriptions may result in refusal to accept the items for carriage, by the collecting agent. In all such instances any additional charges incurred will be the responsibility of the customer, and all charges must be settled in full.

### **LUGGAGE COLLECTION/DELIVERY ACCESS**



40 All items being collected MUST be able to be lifted by one person unless agreed by Luggage Delivery Company in writing in advance. Access to multi-storey buildings must be via a lift/elevator. Any items deemed too heavy or large by the collecting agent may result in refusal to accept the goods for carriage. This would result in a delay of delivery and may incur additional charges, for which the customer would be liable.

#### **IMPOSSIBILITY OF PERFORMANCE**

41 Luggage Delivery Company and its appointed carriers shall be relieved of their obligation to perform the Contract to the extent that the performance is prevented by failure of the Customer, fire, weather conditions, industrial dispute, labour disturbance or cause(s) beyond the reasonable control of Luggage Delivery Company.

#### **CRUISE SHIP DELIVERIES**

42 Cruise ship deliveries are not made directly to Cruise Ships, but to the relevant port handling agent (except for UK Special Orders, made by prior arrangement – separate rates apply) and must be verified as acceptable, prior to collection, with the Cruise Luggage Delivery Company and

agent. Luggage Delivery Company (and its designated agents) will deliver to the specified address but will not actually deliver Luggage to the cruise ship directly, due to security restrictions.

For all such deliveries, Luggage Delivery Company will be responsible for delivery to the specified address (Port/Cruise handling agent) only.