

Elite Courier Company Ltd. trading as Elite Eco Logistics

Terms and Conditions of Carriage and Storage

(Effective 2026 – UK & European Road Services)

1. Definitions

- 1.1 **Carrier** means Elite Courier Company Ltd. trading as Elite Eco Logistics.
- 1.2 **Customer** means the person, firm, or company contracting with the Carrier.
- 1.3 **Consignment** means all goods collected from one sender at one time for delivery to one consignee at one delivery address under one booking or transport instruction.
- 1.4 **Parcel Services** means overnight or economy parcel delivery services.
- 1.5 **Pallet Services** means palletised freight transported by road within the UK or Europe.
- 1.6 **Transit** means the period from collection of goods until delivery is tendered.
- 1.7 **Storage Period** means any period during which goods are stored in facilities operated or controlled by the Carrier.
- 1.8 **Force Majeure** means any event outside the reasonable control of the Carrier.
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2. Scope of Services

- 2.1 Elite Courier Company Ltd trading as Elite Eco Logistics operates solely as a **road transport carrier and warehouse operator**.
- 2.2 The Company does **not operate as a freight forwarder** and does not arrange carriage by air or sea.
- 2.3 These Terms apply to all transport and storage services provided by the Carrier.
- 2.4 Any variation must be agreed in writing by a Director of Elite Courier Company Ltd trading as Elite Eco Logistics.
- 2.5 Placing an order or arranging collection or storage constitutes acceptance of these Terms.
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3. Customer Responsibilities

- 3.1 The Customer warrants that goods:
- are properly packaged for transport and storage
 - are correctly labelled and described
 - have accurate weight and dimensions declared
 - comply with all applicable laws.
- 3.2 The Customer is responsible for safe loading unless otherwise agreed.
- 3.3 The Carrier may refuse goods considered unsafe, illegal, or improperly declared.
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4. Prohibited and Restricted Goods

Unless agreed in writing prior to collection, the Carrier will not transport or store:

- hazardous or dangerous goods
- explosives or flammable substances
- cash, jewellery or precious metals
- antiques or artwork
- negotiable instruments
- illegal goods
- perishable items

Undeclared restricted goods are transported entirely at the Customer's risk.

5. Charges and Payment Terms

5.1 All invoices are **strictly payable within 30 days from the date of invoice.**

5.2 Time for payment is of the essence.

5.3 The Customer shall not withhold, deduct, or set off payment due to any claim or dispute.

5.4 Late payments may incur:

- interest under the Late Payment of Commercial Debts (Interest) Act 1998
- statutory compensation charges
- reasonable administration fees

5.5 Where invoices remain unpaid, the Carrier may:

- suspend services
- withdraw credit facilities
- require advance payment for future shipments

5.6 Accounts remaining unpaid may be referred to debt recovery agents or solicitors without further notice.

5.7 The Customer shall be responsible for all recovery costs including legal fees, collection charges, court costs, and enforcement costs on a full indemnity basis.

6. Carrier's Lien

6.1 The Carrier shall have a general and particular lien over goods in its possession for any sums due.

6.2 If payment remains outstanding after 30 days written notice, the Carrier may sell goods and apply proceeds toward the outstanding debt.

7. Declared Weight and Description

7.1 The Customer must provide accurate details of weight, dimensions, quantity, and description of goods.

7.2 The Carrier reserves the right to reweigh or measure any Consignment.

7.3 Where inaccurate information is provided, the Carrier may:

- adjust charges
- apply additional handling fees
- recover additional costs incurred

7.4 The Customer shall be liable for any fines, penalties, damages, or losses arising from inaccurate or misleading information.

8. Loading and Unloading

8.1 Unless otherwise agreed, the Customer or Consignee is responsible for loading and unloading goods.

8.2 Equipment used must be safe and operated by competent personnel.

8.3 The Carrier shall not be liable for damage caused during loading or unloading performed by the Customer or Consignee.

8.4 The Customer shall be liable for any damage caused to the Carrier's vehicles, trailers, or equipment during loading or unloading.

9. Liability During Transit

9.1 Liability applies only to physical loss or damage occurring during Transit.

9.2 Compensation is calculated based on the gross weight of goods lost or damaged.

9.3 Parcel Services

Liability is limited to:

£5 per kilogram, subject to a maximum of **£50 per Consignment**

The cap applies to the entire Consignment regardless of the number of parcels.

9.4 Pallet Services

Liability is limited to:

£6,500 per tonne, based on the gross weight of goods lost or damaged.

10. Liability During Storage

10.1 Where goods are held in warehouse storage outside Transit, liability shall be limited to:

£100 per tonne, based on gross weight.

10.2 This limit applies regardless of the goods' actual value.

11. Limitation of Liability and Value of Goods

11.1 The liability limits stated in Sections 9 and 10 represent the **maximum recoverable from the Carrier**.

11.2 The Customer agrees that **claims shall not exceed these liability limits**, regardless of the actual value of the goods.

11.3 The Carrier shall **not be liable for the full value of goods** unless additional insurance has been expressly agreed in writing prior to collection.

11.4 In the absence of such written agreement, the stated liability limits constitute the sole basis of compensation.

12. Exclusions from Liability

The Carrier shall not be liable for:

- consequential or indirect losses
- loss of profits or business interruption
- delay unless guaranteed in writing
- inadequate packaging
- inherent defect in goods
- incorrect information supplied by the Customer
- Force Majeure events

No employee or subcontractor has authority to vary liability limits.

13. Claims Procedure

13.1 Damage or shortage claims must be reported in writing within **7 days of delivery**.

13.2 Non-delivery claims must be reported within **14 days of expected delivery**.

13.3 Storage claims must be reported within **7 days of goods leaving storage**.

13.4 Claims must include proof of value and weight.

13.5 No claim will be processed until all invoices relating to the Consignment have been paid in full.

Failure to follow these procedures may invalidate the claim.

14. Delivery

14.1 Transit begins upon collection.

14.2 Transit ends when delivery is tendered at the delivery address.

14.3 Delivery times are estimates unless guaranteed in writing.

14.4 If delivery cannot be completed:

- storage charges may apply
 - redelivery charges may apply
 - goods may be returned at the Customer's expense
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15. Unclaimed Goods

15.1 Goods unclaimed or undeliverable for 30 days may be sold or disposed of.
15.2 Sale proceeds may be applied to outstanding charges and costs.

16. Subcontracting

16.1 The Carrier may subcontract transport or storage services.
16.2 Subcontractors benefit from the same protections and liability limits.

17. Force Majeure

The Carrier shall not be liable for failure to perform obligations due to events beyond reasonable control including:

- severe weather
 - road closures
 - industrial action
 - government restrictions
 - customs delays
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18. Governing Law

These Terms shall be governed by the laws of England and Wales.
The courts of England and Wales shall have exclusive jurisdiction.

19. Severability

If any provision is deemed unenforceable, the remaining provisions shall remain valid.

20. Consignment Aggregation

20.1 All goods collected from one sender at one time for delivery to one consignee at one delivery address under a single booking or transport instruction shall be treated as **one Consignment**, regardless of the number of parcels or units.

20.2 Customers may **not split goods into multiple parcels, bookings, or instructions** to increase liability.

20.3 The liability limits in Section 9 apply to the entire Consignment.

20.4 Any attempt to divide goods to bypass the liability cap shall **not increase the Carrier's liability**.