

Terms and Conditions of Lost & Found Courier Services Ltd

These terms and conditions (the “**Conditions**”) were last updated in September 2019.

These Conditions apply to your use of the courier services provided by Lost & Found Courier Services Ltd, a company registered in England with company number 11955287, and registered office at 12 Grange Place, Staines-Upon-Thames, England TW18 1RY (the “**Company**”).

If you do not agree to these Conditions, please do not proceed to use our Services.

1. The Contract

- 1.1 These Conditions are our entire agreement. No previous statements or representations that the Company has made to You form part of the Contract unless they are included herein. This includes any promotional or descriptive material.
- 1.2 If either party requires to give the other a notice under the Contract (“**Notice**”), the Notice must be effectively provided as detailed in clause 7.4.

2. The Services

- 2.1 The Company will supply courier services of goods (the “**Services**”) to you that are set out in the Contract. The Company provides courier services as detailed on the Company’s website at <https://www.lostandfoundcouriers.com/> (the “**Website**”).
- 2.2 When you submit an order for Services on our Website or over the phone, these Conditions apply to that order.
- 2.3 The Company will provide you with estimated dates and times for delivery of goods. These dates and times are estimates and the Company will use best endeavours to meet these requirements. However, the Company does not guarantee these dates or times. The Company will not be liable for any loss or expense you may suffer if the Services are not performed on time.
- 2.4 The Company may amend the Services if necessary to comply with any regulations, or if the changes do not otherwise affect the nature and quality of the Services. If the

Company decide to make a change, you will be notified in a Notice.

- 2.5 The Company reserves the right, at its absolute discretion, to subcontract the Services, or any part of the Services, of another company who shall also have the power to subcontract. You acknowledge and agree that, once the goods leave the possession of the Company, where a subcontractor is providing certain elements of the Services, the Company is not liable for any damage caused to the goods, or any delay in the Services being provided.
- 2.6 The Company reserves the right to refuse any request for Services, and in particular to refuse the delivery of any dangerous goods. “**Dangerous goods**” are defined as goods that could put the health and safety of others at risk (including but not limited to explosives, radioactive material, illegal substances or items requiring specialist treatment or handling during transportation).
- 2.7 The Company may inspect any goods if it believes that these Conditions have been breached (for instance, to check for dangerous goods).
- 2.8 The Company may use any method or route to deliver the goods, including using subcontractors or agents.
- 2.9 The Company will take all reasonable steps to obtain a proof of delivery at the time of delivery, and the proof of delivery shall be conclusive evidence that the goods were delivered complete and in good order, unless you mark otherwise at the time of delivery.
- 2.9 The Company will not be liable for any loss or mis-delivery, where delivery has been made in good faith to a person claiming to be you, or your employee, subcontractor or agent.
- 2.10 If you require a proof of delivery after the Services have been completed, the Company will endeavour to provide this to you as soon as reasonably practicable, provided you make this request within 14 days from the date of dispatch.
- 2.11 The Company will make one attempt to deliver the goods but, if it cannot do so, the Company will have the option to either make a second attempt or deliver to an alternative address, provided by you (at your additional cost). If the Company is still unable to deliver the goods, the Company will contact you for further instructions.

- 2.12 Risk in the goods being delivered as part of the Services shall transfer to you at the time of delivery.
- 2.13 You should check the goods upon delivery to verify that transportation damage has not occurred and/or there are no missing items. If there is an issue with the goods delivered, you must raise this with the Company within 5 days of receiving the goods. Any issue that was not caused by the direct fault of the Company shall not be the responsibility or liability of the Company.

3. Your Obligations

- 3.1 You must comply with the following:
 - 3.1.1 co-operate with the Company to enable the Company to provide the Services as required under this Agreement; and
 - 3.1.2 provide the Company with all the information it reasonably requires in order to provide the Services.
- 3.2 If the Company cannot supply the Services because you have prevented the Company from doing so (for example by causing delay, or by your omission), the Company may stop supplying the Services until you rectified the matter (at your own cost). In this case, you will also pay the Company for any costs or losses you have caused the Company, and the Company shall not be responsible for any costs or losses caused to you.

4. Charges

- 4.1 You will be quoted a fee for the Services. The Company may add VAT to the fee, if required. Payment of the fees can be made by bank transfer (for UK persons) or via the Website (for all persons). Payment for the Services is required in advance, otherwise the Company shall not be required to provide the Services. Failure to make payment shall result in the Company not providing the Services. In certain circumstances, the Company will provide the Services on the basis of payment being taken following completion of the Services, and the Company will invoice you following completion. This will occur only in the Company's sole discretion and, in such circumstances, the provisions of clause 4.3 shall apply to said invoice.
- 4.2 While providing the Services, the Company may incur additional charges, including but

not limited to customs charges or taxes. The Company will use reasonable endeavours to keep these charges to a minimum, but you understand that this is not guaranteed and is not always within the Company's control.

4.3 Where the Services incur the charges set out in clause 4.2, the Company shall invoice you, and you shall make payment of the invoice within 14 days of the date of the invoice. The Company may add VAT to invoices. Failure to pay such invoices on time shall result in the Company's charging interest at 5% per year above the Bank of England's base rate from time to time from the due date until the invoice is settled, and this rate applies before or after any court judgment in the Company's favour on the debt. The interest will be earned daily, and you must pay it all with the overdue amount.

4.4 All fees under these Conditions are invoiced and payable in GBP.

5. Liability Limitations

5.1 The Company shall not be responsible to you for any loss of profit or any consequential loss arising from these Conditions, and the Company's total liability to you under these Conditions will not exceed the cost of the repair or replacement of the goods delivered as part of the Services.

5.2 These Conditions do not limit the parties' responsibility for matters that may not be excluded by law. These include death, personal injury caused by either party's negligence, fraud or any other matter which the law provides may not be excluded. Otherwise, any warranties or terms which are implied into these Conditions by law are excluded.

5.3 Neither party will be liable to the other for failure or delay in carrying out these Conditions which is caused by an event beyond that party's reasonable control, which the party could not have foreseen or which was unavoidable. This includes industrial disputes, energy or transport failures, acts of God, war, terrorism, civil unrest, explosions, mechanical breakdown, natural disasters, deliberate damage, or failures of suppliers or sub-contractors to do as they were contracted to do.

5.4 Specifically, the Company shall not be liable for:

5.4.1 the goods being seized or detained by a public authority;

- 5.4.2 incorrect or insufficient address details being given at the time of placing your order;
 - 5.4.3 natural wastage of perishable or fragile goods;
 - 5.4.4 traffic congestion or delay; or
 - 5.4.5 any damage to goods or delay caused by any subcontractor, including any third party carrier.
- 5.5 If you wish your goods to be covered by transport insurance, you must confirm this at the time of arranging the Services. If you choose not to insure your goods as part of the Services, the Company will not be liable for any damage incurred to your goods when being delivered.

6. Data Protection

The Company complies with the General Data Protection Regulation and the UK Data Protection Act 2018 when providing the Services. For further information on how the Company complies with its data protection obligations, please refer to the Company's privacy policy, available on the Website.

7. General

- 7.1 The Company may assign, transfer, charge or sub-contract its rights and obligations under these Conditions, but You may not do so unless the Company has consented in writing.
- 7.2 No third party, other than the parties to these Conditions, may rely on any terms of these Conditions.
- 7.3 Changes to these Conditions are only binding if the Company agrees them in writing, signs them and provides You with a copy. The Company may update these Conditions from time to time and, in the event that this occurs, the Company will provide You with an updated version.

- 7.4 If either party wishes to provide a notice to the other under these Conditions, the party must do so in writing by email, delivery of such email is deemed to occur at the time of transmission. This arrangement does not apply to the service of any documents in legal proceedings.
- 7.5 Delay in exercising a right under these Conditions will not remove that right or any other right.
- 7.6 The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to these Conditions or any breach of it.
- 7.7 Any dispute shall not affect the parties' ongoing obligations under these Conditions.
- 7.8 These Conditions, and any non-contractual obligations arising hereunder, are governed by English law and the courts of England and Wales will have the exclusive right to deal with any disputes arising from it.