Wyndhams Terms and Conditions

Wyndhams Cars Ltd. trading as Wyndhams and/or Wyndhams Cars and/or Wyndhams First-Class (hereinafter referred to as "the Carrier") accepts passengers, luggage and personal items for carriage only upon the Conditions set out below. No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a Director, Principal, Partner or other authorised person. If any legislation is compulsorily applicable to the Contract and any part of these Conditions is incompatible with such legislation, such part shall, as regards the Contract, be overridden to that extent and no further.

These Conditions of Carriage were last reviewed and revised on the 1st July 2026. You can download these conditions as a PDF document here.

Section 1: Definitions

"Customer" means the person or company who contracts with the Carrier for the services of the Carrier

"Cancellation Fee" means a fee charged by the Carrier for the cancellation of the Service by the Customer prior to the booked collection time

"Cancellation on Arrival Fee" means a fee charged where a Consignment or Passenger is not ready for collection (for whatever reason) by the end of the waiting time allowed by the Carrier

"Conditions" means the conditions of carriage set out in this document including any alteration, variation or amendment subsequently advised to the Customer by the Carrier

"Contract" means the contract of carriage between the Customer and Carrier on these Conditions, and applies to all bookings between the Customer and the Carrier

"Price List" means the list maintained by the Carrier of its charges for the Service and any ancillary charges quoted to the Customer or as published on the Carrier's website prior to or at the time of the booking

"Luggage & Personal Items" means suitcases, trunks, bags or other similar items used by a Passenger to hold their personal possessions during the Service and including all other items (such as handbags, mobile phones, personal electronic devices, sunglasses, cameras and

keys) brought by a Passenger into the Vehicle but not otherwise contained within a suitcase, trunk or bag

“Passenger” means a person (including the Customer where applicable) who the Carrier agrees to transport from one place to another

“Service” means the carriage of passengers requested by the Customer

“User” means any Passenger of Customer who uses the Carrier’s in car WiFi Service

“WiFi Service” means the equipment, connection, and service provided to Users in the Carrier’s vehicles by way of access to an installed WiFi network that is connected to the internet

“WiFi Provider” means Scancom, 18A Park House, Meridian Business Park, East Link, Leicester, LE19 1WZ, who provide the WiFi Service to the Carrier in terms of equipment and access to Wireless LAN and Internet networks.

“Privacy Policy” means the Carrier’s Privacy Policy. You should refer to this by clicking here

Section 2: Contractual Relationship
The Carrier, who is the Licensed Operator, shall enter into a contractual obligation as principal with the Customer making the private hire booking to provide the journey which is the subject of the booking and any such contractual obligation is consistent with the Private Hire Vehicles (London) Act 1998.

Carriage of Passengers and Luggage
Customer contracts as agent on behalf of any and all Passengers.
The Customer contracts for itself and as agent on behalf of any and all Passengers.

Right of Driver to refuse carriage
The driver is responsible for the safety of the Vehicle and its occupants. Any Passenger whose conduct the driver reasonably believes to be drunken and disorderly, threatening, abusive, dangerous or in breach of any statutory regulation may be removed from a Vehicle or prevented from boarding.

The Customer will be responsible for the conduct of any Passenger and shall indemnify the Carrier for any damage or injury caused to the Vehicle driver or any third party's property by the Customer or any Passenger.

Loss of Passengers' Luggage

The Passenger(s) shall remain responsible at all times for their Luggage & Personal Items and shall ensure that all their Luggage & Personal Items are loaded into the Vehicle prior to commencement of the Service, and unloaded from the Vehicle upon completion of the Service. The Carrier accepts no responsibility for any loss of / damage to Luggage & Personal Items or consequential losses arising as a result of Luggage & Personal Items which are not loaded to or unloaded from the Vehicle.

Passengers taken ill

The Customer will be responsible for the conduct of the Passenger(s) and shall pay for any loss and/or damage caused by the Passenger(s) to the Vehicle or any other property, including but not limited to cleaning costs following any spillage or soiling of the Vehicle and any loss of earnings suffered by the Carrier or any sub-contractor or employee of the Carrier due to the Vehicle being out of use during such cleaning.

Waiting time – General

The Passenger(s) and any Luggage or Personal Items shall be ready for collection at the time stipulated by the Customer when the booking is made. However, the Carrier will allow 10 minutes for waiting or loading, when picking up Passenger(s). In the event that all booked Passengers have not boarded the vehicle within 10 minutes the Carrier reserves the right to charge the Customer for the total loading/waiting time (for the avoidance of doubt, including the first 10 minutes) in accordance with the Price List.

In any event the Carrier reserves the right to terminate the Contract at any time after the first 10 minutes and, in addition to any charge for loading/waiting time, may charge a termination fee in accordance with the Price List for such termination.

Waiting time – Collections from Airports, Seaports and International Train Terminals

In relation to collections of Passenger(s) from Airports, Seaports or International Train terminals the Carrier will allow 30 minutes (starting from the last estimated arrival or disembarkation time known to the Carrier for the relevant aircraft train or ship) for waiting and loading. Thereafter the Carrier reserves the right to charge the Customer for the total loading/waiting time (for the avoidance of doubt, including the first 30 minutes) in accordance with the Price List.

In any event the Carrier reserves the right to terminate the Contract at any time after the first 30 minutes and, in addition to any charge for loading/waiting time, may charge a termination fee in accordance with the Price List for such termination.

Left Luggage
The only obligation of the Carrier in relation to any Luggage & Personal Items or other items left behind by Passenger(s) in the Vehicle upon completion of the Service shall be to inform the Customer that such Luggage & Personal Items or other items have been found, and when and where they can be collected from the Carrier.

Animals
The Carrier will not carry any animals save for Guide Dogs accompanying registered blind Passengers.

Seat belts/legal requirements/driver's hours
The Customer and its Passenger(s) shall not require the driver of the Vehicle to break any provisions of the Road Traffic Acts, or the rules contained in the Transport Act 1968, as amended; the AETR Agreement; or the EU Regulations (EC Reg. 561/2006, as amended) relating to driver's maximum daily hours and rest periods.

The Passenger(s) shall comply with all applicable legislation and regulations including the requirement to wear seat-belts.

Minors
The Carrier will not carry any unaccompanied children under 14 years of age.

Route taken
Unless otherwise instructed by the Passenger before the commencement of the Service, routes travelled will (in accordance with road, traffic and weather conditions) be at the driver's discretion.

Missing flights/Delay
It is the responsibility of the Customer to ensure that sufficient time is allowed for completion of the Service. The Carrier gives any advice on journey times in good faith but does not guarantee the completion of any journey in any specific time and will not be liable for any direct or consequential loss, delay or inconvenience caused to the Passenger(s) by the actual journey time (including but not limited to flight and hotel costs).

Section 3: Provision of WiFi

Provision of In Car WiFi Service
The Carrier provides a WiFi Service in their First Class Service vehicles, which allows Users, who can provide their own computer, mobile or electronic device (being wireless enabled) that is capable of accessing that service with its own power source, to connect to the internet. Access to the WiFi Service is subject to the terms and conditions as in this section, within the broader context of the Conditions of Carriage, of which this section is part.

If the User of the WiFi Service is under 18 years of age, then before they access the WiFi service they must ensure that they have the consent of a parent or guardian, and ensure that both they and the consenting party have read and agreed to these terms and conditions.

Any questions regarding the WiFi Service, or these terms and conditions surrounding its use, should be sent to support@Wyndhamsoflondon.co.uk.

Warranty and Limitations of the WiFi Service
The WiFi service is provided on an "as is" and "as available" basis.

The Carrier makes no warranties or representations whether express or implied in relation to the completeness or quality of that service, or whether that service is fit for any particular purpose, but will endeavour to provide a high standard of WiFi Service at all times.

Due to the nature of the constraints of that service, the User acknowledges that:

It is not always possible to provide the WiFi Service entirely free of faults or disruption, and the Carrier does not undertake to do so. On occasion faults or essential maintenance may mean that the WiFi Service is temporarily unavailable.

Conditions outside the control of the Carrier may adversely affect the operation, speed, and reliability of the WiFi Service. These conditions could include telecommunication links between the User's device and the WiFi network, links between the WiFi network and the Internet, the amount of user traffic at the time of access, the physical location of the access point, and the operation of external sites residing on the Internet.

The WiFi Service, and the direct or indirect use of that service, involve the necessary supply of services by third parties, and accordingly the Carrier can offer no warranty of whatever nature in relation to such external services.

The WiFi Service connects to a mobile data network via radio frequency in order to provide access to the internet. As such it is suited to use for email, browsing the internet and instant messaging. The Carrier advises that that this service is not necessarily suitable for supporting applications or uses that require continuous, uninterrupted fault-free connections.

User Obligations and Fair Usage
The Carrier may, in its absolute and sole discretion, block or limit access to certain content, internet applications and websites that the User may seek to access while using the WiFi Service.

To this end, a URL blocking mechanism is implemented on the WiFi Service that will restrict access to certain categories of URL deemed inappropriate for public environments, or otherwise considered inappropriate for other legal or contractual reasons, these categories include:

Drug use
Pornography
Offensive or illegal speech
Network malfeasance
Child abuse
The User agrees that their usage of the WiFi Service will comply with the following usage policy, by undertaking that they will not send, receive, store, distribute, transmit, post, upload or download any materials or data which:

Violates any law
Is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment
Is or may be harmful to minors
Promotes or encourages illegal or socially unacceptable or irresponsible behaviour
Is in breach of any third party rights (including any third party intellectual property rights)
Has any fraudulent purpose or effect or involves a User impersonating another person or otherwise misrepresenting themselves as the source of any communication
The User will not use the WiFi Service in a manner such that the WiFi Service's security and operation, or any other third party's system or network security and operation, is interrupted, damaged, rendered less efficient, or impaired by any method, including:

Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network
Unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network
Unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network.

Distribution of malicious software
So that the Carrier can offer all Users of the WiFi Service a high quality service, the Carrier reserves the right to restrict a user's connection speed or terminate their session if the level of use is deemed to be excessive and therefore detrimental to other users.

User Data and Security
The Internet is an inherently insecure communication medium and, while the Carrier will endeavour to provide secure access via the WiFi Service, it cannot guarantee the security and privacy of such communications.

The Carrier will only monitor, control, store or examine the nature and content of information transmitted or received by the User using the WiFi Service as by the terms and conditions contained here, and in accordance with the Carrier's Privacy Policy, however the Carrier has no control over whether the WiFi Provider does otherwise. The terms and conditions of the WiFi Provider can be accessed here.

Liability and Indemnity
The User will indemnify and defend the Carrier against all claims, liability, damages, loss, costs and expenses, including legal fees, arising out of a breach of the terms and conditions surrounding the use of the WiFi Service.

The User agrees to fully indemnify the Carrier against any claims or legal proceedings arising in connection with the User's use of the WiFi Service which are brought or threatened against the Carrier by any other person.

The User agrees, except for death and personal injury arising from the negligence of the Carrier, the Carrier shall not be liable in contract, tort, negligence statutory duty or otherwise for any loss or damage whatsoever arising from or in connection with the WiFi Service, including damage for loss of business, loss of profits or revenue, business interruption, loss of business information, loss of the use of the WiFi Service, loss of goods, loss of contracts, loss or corruption of information or data or any other pecuniary loss (even where the Carrier has been advised of the possibility of such loss or damage).

Section 4: General Conditions

Commencement and end of Service – Carrier's Period of Responsibility
The Service shall commence upon the arrival of the Vehicle for collection of the Passenger(s) at the place of collection designated by the Customer.

The Service shall terminate upon delivery of the Passengers at the agreed place of delivery.

Right to sub-contract the Service
The Carrier may engage any London licensed driver or operator licensed in London or operator covered by the Deregulation Act 2015 section 11 Private hire vehicles: sub-contracting regulations to perform the service and shall provide the name of such sub-contractor to the Customer upon request.

Carrier's charges
The Carrier's charges shall be based upon the Price List, with VAT to be added if required by law.

The Carrier's charges are to be paid in full within 30 days from the date of the Carrier's invoice, without any deduction or set off against any alleged claim against the Carrier.

Any query by a Customer in respect of the Carrier's charges must be made in writing within 7 days of the date of the Carrier's invoice.

If the Carrier's charges are not paid in full within 30 days from the invoice date, the Carrier shall thereafter be entitled to charge interest on all outstanding amounts at an annual rate of 3% above the Bank of England base rate current at the date of the unpaid invoice. Where the Customer is a commercial entity, interest and penalties shall be charged pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

No variation of terms
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.

Cancellations

If the customer cancels their Contract with the carrier, then they may be liable to pay a Cancellation Fee or a Cancellation on Arrival Fee in any instance where:

If the booking is for a Business Class passenger car and that car has already been dispatched for the collection of the Passenger or it's under 1 hour until the collection time, then there will be a Cancellation on Arrival Fee. This fee will be equal to the minimum charge for the tariff selected for that booking should the collection be a London postcode.

If the booking is for an First-Class (Chauffeur) passenger car and that car has already been dispatched for the collection of the Passenger or its under 2 hours to the collection time then, there will be a Cancellation on Arrival Fee. This fee will be equal to the minimum charge for the tariff selected for that booking should the collection be a London postcode.

When the collection is outside London and the booking is cancelled less than 4 hours before the collection time, both Business Class and First-Class bookings will incur a cancelation fee. This could result in a 50% 75% or 100% charge of the full journey amount.

Please be aware that there is a minimum 72hr cancellation policy in effect for all international bookings. There are times (during events) that this may be extended, but please confirm with Wyndhams if you are unsure.

If the booking is for a Coach, Minibus, or any other vehicle that seats more than eight passengers, then a Cancellation Fee is applicable according to the below schedule:
Where notice of cancellation is provided by the Customer to the Carrier less than 72 hours before the collection time the Cancellation Fee will be equal to the full amount quoted for the booking.

Where notice of cancellation is provided by the Customer to the Carrier less than 14 calendar days (but more than 72 hours) before the collection time the Cancellation Fee will be equal to 50% of the full amount quoted for the booking
Where notice of cancellation is provided by the Customer to the Carrier less than 28 calendar days (but more than 14 calendar days) before the collection time the Cancellation Fee will be equal to 25% of the full amount quoted for the booking
Where notice of cancellation is greater than 28 calendar days there will be no Cancellation Fee.

General indemnity against any charges incurred by Carrier
The Customer shall indemnify the Carrier in respect of:

All consequences suffered by the Carrier (including but not limited to claims, costs, expenses, demands, proceedings, fines, penalties, damages, and loss of or damage to the carrying Vehicle and to other goods carried) arising as a result whether direct or indirect of any error, omission, misstatement or misrepresentation by the Customer or an employee or agent of either of them. All claims and demands whatsoever in excess of the liability of the Carrier under these Terms and Conditions.

Equal Opportunity Employer
The Carrier is an Equal Opportunity Employer and has implemented a policy to promote equality in relation to disability, gender, race, age, religion or belief and sexual orientation. The Carrier will refuse to accept any booking which would contravene that policy.

Severance
If any provision of the Conditions is held by any court or competent authority to be invalid or unenforceable, in whole or in part, the validity of the remainder of these Conditions and of such provision shall continue in full force and effect.

Claims
No claim shall be brought against any officer, employee or sub-contractor of Wyndhams Cars Limited

Law and jurisdiction
These Conditions and the Contract to which they apply shall be subject to English law, and any dispute between the Customer and the Carrier shall be subject to the exclusive jurisdiction of the English Courts.

Data Protection: The parties agrees that for the purposes of the relevant data protection legislation each party will be an independent data controller (in its own right) of the personal data it processes in connection with the Agreement. Nothing in this Agreement is intended to construe either party as the data processor of the other party or as joint data controllers with one another with respect to personal data. Each party will independently and separately be responsible for complying with the obligations that apply to it pursuant to the UK GDPR and any other applicable data protection legislation.

TERMS AND CONDITIONS FOR DELIVERY SERVICES

Click here for our guidelines on how to best package your items for next day and international delivery

Mistybridge Ltd. trading as Central Despatch Services and/or Wyndhams Delivery Services and/or CDS (hereinafter referred to as "the Carrier") is not a common carrier and accepts goods for carriage only upon that condition and the Conditions set out below. No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a Director, Principal, Partner or other authorised person. If any legislation is compulsorily applicable to the Contract and any part of these Conditions is incompatible with such legislation, such part shall, as regards the Contract, be overridden to that extent and no further.

These Conditions of Carriage are based on and in the main part identical to, with the exception of additions to Condition 9, the Road Haulage Association Limited Conditions of Carriage 2009, of which Mistybridge Limited is a member. The original document detailing these conditions is available here.

These Conditions of Carriage were last revised on the 6th of June 2014, and last reviewed on the 11th of February 2015. You can download these conditions as a PDF document here.

Section 1: Definitions

"Customer" means the person or company who contracts for the services of the Carrier including any other carrier who gives a Consignment to the Carrier for carriage.

“Contract” means the contract of carriage between the Customer and the Carrier.

“Consignee” means the person or company to whom the Carrier contracts to deliver the Consignment.

“Consignment” means goods, whether a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages or containers sent at one time in one load by or for the Customer from one address to one address.

“Dangerous Goods” means those substances and articles the carriage of which is prohibited by the provisions of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) as applied in the United Kingdom, or authorised only under the conditions prescribed in accordance therewith.

“In writing” includes, unless otherwise agreed, the transmission of information by electronic, optical or similar means of communication, including, but not limited to, facsimile, electronic mail or electronic data interchange (EDI), provided the information is readily accessible so as to be usable for subsequent reference.

“Trader” means the owner of the Consignment, any other person having an interest therein and anyone acting on behalf of such owner or other person, including, as the case may be, the Customer, sender and Consignee.

Section 2: Parties and Sub-Contracting

The Customer warrants that he is either the owner of the Consignment or is authorised by such owner to accept these Conditions on such owner’s behalf.

The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part and the name of every other such carrier shall be provided to the Customer upon request.

The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in Condition 2.2 above and such other carriers’ servants and agents and every reference in these Conditions to “the Carrier” shall be deemed to include every other such carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability to the Customer or any other party than is the Carrier hereunder.

Notwithstanding Condition 2.3 the carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Carrier as agent of the Customer and shall be subject to the Conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The

Carrier shall be under no liability whatsoever to whomsoever and howsoever arising in respect of such carriage: Provided that where the Consignment is carried partly by road and partly by such other means of transport any loss, damage or delay shall be deemed to have occurred while the Consignment was being carried by road unless the contrary is proved by the Carrier.

Section 3: Dangerous Goods

Dangerous Goods must be disclosed by the Customer and if the Carrier agrees to accept them for carriage they must be classified, packed, marked, labelled and documented in accordance with the statutory regulations for the carriage by road of the substance declared.

Section 4: Cancellations

If the customer cancels their contract with the carrier then they may be liable to pay a Cancellation Fee or a Cancellation on Arrival Fee in any instance
where:

If the booking is for a courier, and that vehicle has already been dispatched for the collection of the goods, then there will be a Cancellation on Arrival Fee. This fee will be equal to the minimum charge for the tariff selected for that booking should the collection be in London, which can be found on the Price List or requested from the Carrier.

When the collection is outside London and the booking is cancelled less than 4 hours before the collection time, you will incur a cancelation fee. This could result in a 50% 75% or 100% charge of the full journey amount.

Section 5: Out of Hours Surcharges

Any work conducted outside of the following hours will incur a surcharge:

Monday to Friday:

06:00 - 19:00

Saturday:

07:00 - 13:00

Section 6: Loading and Unloading

Unless the Carrier has agreed in writing to the contrary with the customer:
The Carrier shall not be under any obligation to provide any plant, power or labour, other than that carried by the vehicle, required for loading or unloading the Consignment.

The Customer warrants that any plant, power or labour required for loading or unloading the Consignment which is not carried by the vehicle will be provided by the Customer or on the Customer's behalf.

The Carrier shall be under no liability whatsoever to the Customer for any damage whatsoever, howsoever caused, if the Carrier is instructed to load or unload any Consignment requiring plant, power or labour which, in breach of the warranty in 5.1.B above, has not been provided by the Customer or on the Customer's behalf.
The Carrier shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the Carrier it shall be at the sole risk of the Customer.

The Customer shall indemnify the Carrier against all claims and demands whatsoever which could not have been made if such instructions as are referred to in 5.1.C of this Condition and such service as is referred to in 5.1.D of this Condition had not been given.

Section 7: Signed Reports
The Carrier shall, if so required, sign a document or electronic record prepared by the sender acknowledging the receipt of the Consignment but the burden of proving the condition of the Consignment and its nature, quantity or weight at the time of collection shall rest with the Customer.

Section 8: Transit
Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises.
Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address within the customary cartage hours of the district:
Provided that:
if no safe and adequate access or no adequate unloading facilities there exist then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the Consignment at the Carrier's premise has been sent to the Consignee;
when for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Carrier 'to await order' or 'to be kept till called for' or upon any like instructions and such instructions are not given or the Consignment is not called for and removed within a reasonable time, then transit shall also be deemed to end.

Section 9: Undelivered or Unclaimed Consignments
Where the Carrier is unable for any reason to deliver a Consignment to the Consignee or as he may order, or where by virtue of the proviso to Condition 6.2 hereof transit is deemed to be at an end, the Carrier may sell the Consignment and payment or tender of the proceeds after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and storage of the Consignment shall (without prejudice to any claim

or right which the Customer may have against the Carrier otherwise arising under these Conditions) discharge the Carrier from all liability in respect of such Consignment, its carriage and storage:
Provided that:

the Carrier shall do what is reasonable to obtain the value of the Consignment; and

the power of sale shall not be exercised where the name and address of the sender or of the Consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the sender or, if the name and address of the sender is not known, to the Consignee that the Consignment will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the Consignment is taken away or instructions are given for its disposal.

Section 10: Carrier's Charges
The Carrier's charges shall be payable by the Customer without prejudice to the Carrier's rights against the Consignee or any other person: Provided that when any Consignment is consigned 'carriage forward' the Customer shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.

Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. If the Customer becomes insolvent or any sums owed by the Customer on any invoice or account with the Carrier become overdue for payment, any credit terms shall be cancelled with immediate effect and all invoices or accounts issued by the Carrier shall immediately be deemed due for payment and thereupon become payable. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.

Section 11: Liability for Loss and Damage
The Customer shall be deemed to have elected to accept the terms set out in 9.2 (of this Condition) unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery of or damage to or in connection with the Consignment howsoever or whosoever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub contractors.

Subject to these Conditions the Carrier shall be liable for:
physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals, precious stones, or any other item with a Customer-assessed value of over £500, comprising the Consignment only if:
the Customer has informed the Carrier in writing of the Consignment prior to collection; and the Carrier has specifically agreed in writing to carry any such items; and

the Customer has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carriage of the said items; and the loss, mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Carrier, its servants, agents or sub-contractors physical loss, mis-delivery of or damage to any other goods comprising the Consignment unless the same has arisen from, and the Carrier has used reasonable care to minimise the effects of:
Act of God; any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, terrorist act, military or usurped power or confiscation, requisition, or destruction or damage by or under the order of any government or public or local authority; seizure or forfeiture under legal process;
error, act, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by servants or agents of either of them; inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Consignment; insufficient or improper packing; insufficient or improper labelling or addressing; riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour howsoever caused; Cosignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered.

The Carrier shall not in any circumstances be liable for the loss or damage arising after transit is deemed to have ended within the meaning of Condition 6.2 hereof, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default, or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

Section 12: Fraud
The Carrier shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner, or the servants or agents of either, in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

Section 13: Limitation of Liability
Except as otherwise provided in these Conditions, the liability of the Carrier in respect of claims for physical loss, mis-delivery of or damage to goods comprising the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of
the value of the goods actually lost, mis-delivered or damaged; or
the cost of repairing any damage or of reconditioning the goods; or
a sum calculated at the rate of £1,300 Sterling per tonne on the gross weight of the goods actually lost, mis-delivered or damaged;
and the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit, and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those goods:
Provided that:

in the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which the Carrier's liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;
nothing in this Condition shall limit the liability of the Carrier to less than the sum of £10;
the Carrier shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, mis-delivered or damaged;
the Customer shall be entitled to give to the Carrier notice in writing to be delivered at least seven days prior to commencement of transit requiring that the £1,300 per tonne limit in 11 (1)(c) above be increased, but not so as to exceed the value of the Consignment, and in the event of such notice being given the Customer shall be required to agree with the Carrier an increase in the carriage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue to apply.

The liability of the Carrier in respect of claims for any other loss whatsoever (including indirect or consequential loss or damage and loss of market), and howsoever arising in connection with the Consignment, shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless:
at the time of entering into the Contract with the Carrier the Customer declares to the Carrier a special interest in delivery in the event of physical loss, mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and at least 7 days prior to the commencement of transit the Customer has delivered to the Carrier confirmation in writing of the special interest, agreed time limit and amount of the interest.

Section 14: Indemnity to the Carrier
The Customer shall indemnify the Carrier against:

all liabilities and costs incurred by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses and loss of or damage to the carrying vehicle and to other goods carried) by reason of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of the Consignment or fraud as in Condition 10;
all claims and demands whatsoever (including for the avoidance of doubt claims alleging negligence), by whomsoever made and howsoever arising (including but not limited to claims caused by or arising out of the carriage of Dangerous Goods and claims made upon the Carrier by H.M. Revenue and Customs in respect of dutiable goods consigned in bond) in excess of the liability of the Carrier under these Conditions in respect of any loss or damage whatsoever to, or in connection with, the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

Section 15: Time for Claims
The Carrier shall not be liable for:

damage to the whole or any part of the Consignment, or physical loss, mis-delivery or non-delivery of part of the Consignment unless advised thereof in writing within seven days, and the claim is made in writing within fourteen days, after the termination of transit;
any other loss unless advised thereof in writing within twenty-eight days, and the claim is made in writing within forty-two days, after the commencement of transit.
Provided that if the Customer proves that, it was not reasonably possible for the Customer to advise the Carrier or make a claim in writing within the time limit applicable, and such advice or claim was given or made within a reasonable time,
the Carrier shall not have the benefit of the exclusion of liability afforded by this Condition.

The Carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless suit is brought and notice in writing thereof given to the Carrier within one year of the date when transit commenced. In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

Section 16: Lien
The Carrier shall have:
a particular lien on the Consignment, and
a general lien against the Trader for sums unpaid on any invoice, account or Contract whatsoever.

If such lien, whether particular or general, is not satisfied within a reasonable time, the Carrier may sell the Consignment, or part thereof, as agent for the owner and apply the proceeds towards any sums unpaid and the expenses of the retention, insurance and sale of the Consignment and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment.

The Carrier may exercise its lien on its own behalf or as agent for any assignee of its invoices at any time and at any place at its sole discretion whether or not sums have become payable in accordance with Condition 8.2 hereof and whether or not the contractual carriage has been completed and these conditions shall continue to apply during the period of exercise of such lien.

Section 17: Unreasonable Detention

The Customer shall be liable to pay demurrage for unreasonable detention of any vehicle, trailer, container or other equipment at the Carrier's current rates of demurrage but the rights of the Carrier against any other person in respect thereof shall remain unaffected.

Section 18: Law and Jurisdiction

Unless otherwise agreed in writing, the Contract and any dispute arising thereunder shall be governed by English law and shall be subject to the jurisdiction of the English courts alone.

Data Protection: The parties agrees that for the purposes of the relevant data protection legislation each party will be an independent data controller (in its own right) of the personal data it processes in connection with the Agreement. Nothing in this Agreement is intended to construe either party as the data processor of the other party or as joint data controllers with one another with respect to personal data. Each party will independently and separately be responsible for complying with the obligations that apply to it pursuant to the UK GDPR and any other applicable data protection legislation.