

1 DEFINITION

1.1 In this document, the following words will have the meanings set out below:

"Agreement" means the terms and conditions contained in this document;

"Consignment" means the documents, articles or other item(s) in respect of which the Customer has asked Sprint Sameday to perform the Courier Services;

"Courier Services" means the collection and delivery of the Consignment at the addresses specified by the Customer for such purposes, in accordance with this Agreement,

"Customer" means the person, firm or company requesting the provision of the Courier Services from Sprint Sameday; and

"Sprint Sameday" means Sprint Sameday Ltd, a company with its principal place of business at Unit 1, Ness Road, Erith, Kent DA8 2LD.

1.2 Headings are inserted for convenience only and will not affect the construction or interpretation of this Agreement.

2 APPLICATION OF THIS AGREEMENT

2.1 This Agreement will apply (to the exclusion of all other terms and conditions including those of the Customer) to all Courier Services provided by Sprint Sameday to the Customer.

2.2 Any variation to this Agreement shall have no effect unless made in writing and signed by an authorised representative of Sprint Sameday.

3 THE COURIER SERVICES

3.1 Where Sprint Sameday has agreed to perform Courier Services in respect of any Consignment of the Customer, the Customer shall be responsible for providing Sprint Sameday with details of:

3.1.1 the address from which the Consignment is to be collected and the name of a person(s) at such address responsible for the relevant Consignment (the "Collection Address");

3.1.2 the address to which the Consignment is to be delivered (the "Delivery Address");

3.1.3 the name of the intended recipient (the "Recipient");

3.1.4 the date on which (and, where applicable, the time at which) the Consignment is to be collected;

3.1.5 the Customer's desired delivery date (and, where applicable, the desired delivery time) (the "Target Date");

3.1.6 any relevant telephone numbers and other contact details; and

3.1.7 any other information reasonably requested by Sprint Sameday.

3.2 The Customer shall ensure that all information provided to Sprint Sameday under Clause 3.1 is accurate and complete in all material respects. Sprint Sameday shall not be responsible for any delay or error in the Courier Services caused by any inaccuracy in or omission from such information.

3.3 Sprint Sameday shall be solely responsible for the selection and allocation of personnel to perform the Courier Services. Sprint Sameday reserves the right to use persons other than its employees to perform the Courier Services and may sub-contract any of its obligations arising hereunder without the prior written consent of the Customer.

3.4 The Customer shall procure that Sprint Sameday' personnel who perform the Courier Services are allowed access to the Collection Address and the Delivery Address for the purpose of carrying out the Courier Services. The Customer shall take full responsibility for the safety and security of Sprint Sameday' personnel whilst at the Customer's premises.

3.5 Sprint Sameday shall be solely responsible for selecting the method of transportation, the carrier and the route by which it shall deliver the Consignment to the Delivery Address.

4 DELIVERY

4.1 The Customer shall ensure that the Recipient is aware of and willing to accept delivery of the Consignment and shall procure that the Recipient provides the Sprint Sameday courier delivering the Consignment with an appropriate written acknowledgement of receipt.

4.2 Sprint Sameday shall make only one attempt to deliver the Consignment, during normal working hours, on a normal working day. Sprint Sameday shall use all reasonable endeavours to deliver the Consignment by the Target Date but can not guarantee delivery dates or times and time of delivery shall not be of the essence of this Agreement.

4.3 Delivery of the Consignment will be taken to have occurred when the Consignment is tendered for delivery to the Recipient at the Delivery Address. Sprint Sameday shall not be responsible for any delay or failure in delivery due to:

4.3.1 the Recipient being unavailable or unwilling to accept delivery of the relevant Consignment;

4.3.2 the Customer and/or the Recipient having failed to obtain any necessary documents, licences or authorisations, or having failed to pay any applicable taxes, duties or other charges, for such delivery;

4.3.3 the confiscation of the Consignment by any customs or other competent authority or

4.3.4 any other cause or circumstance beyond the reasonable control of Sprint Sameday.

4.4 If delivery of the Consignment is not possible for any reason, Sprint Sameday shall be entitled at its option to:

4.4.1 arrange the storage the Consignment until delivery can be effected (or until the Customer or the Recipient, by prior arrangement with Sprint Sameday, collects the Consignment from the storage location);

TERMS AND CONDITIONS

4.4.2 return, or instruct the relevant carrier to return, the Consignment to the Customer;

Where such failure to deliver is due to any act or omission of the Customer or the Recipient, the Customer shall be liable for the full charges for the relevant Courier Services together with all costs and expenses incurred by Sprint Sameday as a result of taking the steps set out above (including without limitation the costs of storage, insurance and/or returning the Consignment to the Customer).

5 RISK AND TITLE

5.1 Title to and risk in the Consignment shall remain with the Customer until delivery to the Delivery Address.

5.2 The Customer shall be responsible for effecting and maintaining appropriate insurance in respect of the Consignment whilst in transit.

6 PAYMENT

6.1 The Customer shall pay fees to Sprint Sameday for the Courier Services at Sprint Sameday's rates applicable from time to time. Sprint Sameday shall provide the Customer upon the Customer's reasonable request with details of Sprint Sameday's current rates. All rates are quoted exclusive of value added tax and all other applicable sales or other taxes which shall, if and to the extent applicable, be paid by the Customer.

6.2 Unless otherwise agreed, Sprint Sameday shall invoice the Customer at the end of each month in respect of all Courier Services performed during the relevant month and the Customer shall pay each invoice within 28 days of the invoice date. All invoices and all payments hereunder shall be in UK pounds sterling.

6.3 Sprint Sameday or the Customer may terminate any contractual agreement in respect of Courier Services, whether agreed verbally or in writing, by giving 90 days written notice.

6.4 If, as a consequence of any breach of this Agreement by the Customer, or the supply of incorrect or inadequate information by the Customer, the cost to Sprint Sameday of performing the Courier Services is increased, Sprint Sameday reserves the right to charge extra fees as its then prevailing rates to cover such additional costs and expenses.

6.5 If the Customer is late paying any sum due to Sprint Sameday, Sprint Sameday may (without limitation to its other rights and remedies):

6.5.1 suspend delivery of any Consignment(s) in transit;

6.5.2 cancel all outstanding delivery instructions from the Customer; and/or

6.5.3 charge the Customer interest on such outstanding sum at the rate of 4% above the prevailing base rate of Royal Bank of Scotland plc, which interest shall accrue on a daily basis from the date the invoice was raised until the date on which Sprint Sameday receives full payment of the outstanding sum together with all accrued interest.

6.5.4 should Sprint Sameday take action to recover payment through the Courts, Sprint Sameday reserves the right to invoice the Customer all reasonable administrative expenses in dealing with such claim(s), including but not limited to the charges shown under condition 6.5.5.

6.5.5 letters at £10, telephone calls at £5, completion of court orders £25, copying and postage charges at cost. Sprint Sameday reserves the right to issues letters and make telephone calls at its absolute discretion in pursuing outstanding monies.

6.6 If the cost to Sprint Sameday of performing the Courier Services increases as a result of any change to the law or any other reason beyond Sprint Sameday's reasonable control, such increase shall be added to the fees payable in respect of the Courier Services hereunder. Sprint Sameday shall give the Customer prior written notice of any such increase.

6.7 Sprint Sameday shall have a right of lien over any Consignment(s) suspended in transit pursuant to Clause 6.5.1 and shall be entitled to sell such Consignment(s) upon such terms as Sprint Sameday sees fit and to retain from the proceeds of sale sufficient sums to pay all monies due from the Customer to Sprint Sameday (including the expenses of the sale). Sprint Sameday shall return the balance of the sale proceeds (if any) to the Customer.

7 LIABILITY

7.1 Subject to the provisions of this Clause 7, Sprint Sameday shall be liable for any loss of or physical damage to the Consignment up to a limit of £50 per Consignment. Higher levels of risk/damage cover are provided through a Good's in Transit Insurance, with any claim being subject to the policy excess payable by the Customer.

7.2 Sprint Sameday shall not accept liability for any loss of or damage to any part of the Consignment which consists of the following items:

7.2.1 glass;

7.2.2 precious metals,

7.2.3 jewellery;

7.2.4 currency/vouchers/tickets;

7.2.5 spirits/alcohol or tobacco products, or

7.2.6 any good's left on a vehicle overnight at the request of the Customer.

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7.3 Subject to Clause 7.4, Sprint Sameday's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the fees payable hereunder in respect of the Courier Services in question and Sprint Sameday shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

7.4 Nothing in this Agreement shall exclude or in any way limit Sprint Sameday's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

7.5 This Agreement sets forth the full extent of Sprint Sameday's obligations and liabilities in respect of the performance of the Courier Services. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Sprint Sameday except as specifically stated in this Agreement. Any condition, warranty representation or other term concerning the performance of the Services which might otherwise be implied into or incorporated in this Agreement, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded.

8 CONSENTS AND LEGAL COMPLIANCE

8.1 The Customer warrants that it shall obtain and maintain, at its own expense, all necessary licences, permits and authorisations and shall comply with all applicable laws, conventions, regulatory requirements and codes of practice in relation to the Consignment (and its delivery to the Delivery Address) and shall not do or permit anything to be done which might cause or otherwise result in a breach by the Customer of the same.

8.2 The Customer warrants that the delivery, importation, possession or use of the Consignment in the country of destination is lawful in that country and shall not violate the rights of any third party, and Sprint Sameday shall not assume, and hereby disclaims, any obligation or liability in these regards.

9 GENERAL

9.1 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

9.2 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

9.3 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement.

Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.

9.4 The construction, validity and performance of this Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts to resolve any dispute between them.