

CONDITIONS RELATING TO CARRIAGE SERVICES

1. Definitions

In these Conditions the following words and expressions shall have the meanings set out below unless the context otherwise requires:

“Account”	means a Customer account registered with the Carrier or its subcontractor containing Customer-specific information, including but not limited to a Customer’s name, contact information, payment card details and Booking history;
“Approved Container”	means a secure bag, box or other container to be used to contain Consignments provided by or otherwise approved for use by the Carrier or its subcontractor and in each case to be capable of being and to be secured using a Supplier’s or its subcontractor’s security seal, each of which has a unique serial number;
“Assay Office Premises”	means Guardians' Hall, Beulah Road, Hillsborough Sheffield S6 2AN or such other premises as the Carrier may designate from time to time;
“Booking”	means a booking for the carriage of a Consignment placed by a Customer with the Carrier or its subcontractor via telephone, email or Online;
“Carrier”	means The Guardians of the Standard of Wrought Plate within the town of Sheffield (also known as the Sheffield Assay Office);
“CMR Convention”	means the United Nations Convention on the Contract for the International Carriage of Goods by Road (as amended, replaced or updated from time to time);
“Conditions”	means these conditions of carriage, which shall apply to the contract of carriage between the Customer and the Carrier;
“Consignee”	means the person to whom the Carrier delivers the Consignment;
“Consignment”	means goods or property, whether or not contained in separate parcels, packages, containers or envelopes including any paper and documents, to be delivered by the Carrier for the Customer to the Consignee;
“Consignment Service”	a service for the conveyance of Hallmarking and Analytical Goods between the Customer’s business premises and the Assay Office Premises to include but is not limited to the carriage of Consignments, a booking service as well as other destinations and features agreed between the Carrier and the Customer from time to time;
“Customer”	means the legal or natural person who contracts for the services of the Carrier;
“Dangerous Goods”	means dangerous goods as defined in the Carriage of Dangerous Goods by Road Regulations 1996 (as amended, re-enacted or extended from time to time);
“Excluded Goods”	means goods (other than Hallmarking and Analytical Goods and Prohibited Items) which shall include, without limitation, precious stones, precious metals, watches, jewellery, glass, furs, china, art,

antiques, prescription drugs, fragile and perishable goods, money, vouchers, travellers cheques, bearer bonds, bills of exchange, promissory notes, stamps, photographs, documents of title to property, bank, credit, pre-pay or other store cards with a cash equivalent value, spirits, tobacco and cigarettes and any other goods which the Carrier may at its sole discretion deem to be valuable;

“Hallmarking and Analytical Goods”	means articles, items and samples sent by the Customer to the Carrier for analysis, assaying and/or hallmarking;
“Limitation Amount”	means one hundred thousand pounds (£100,000) or such other amount as the Carrier may specify or agree with the Customer from time to time;
“Prohibited Items”	means munitions, inflammable items or other explosives, livestock or other animals, human remains, any obscene, defamatory, blasphemous, scandalous or other indecent material, any item (including, without limitation, drugs or other illegal substances) which is prohibited or illegal to possess or import into any country through or into which the carriage of a Consignment containing any such item is to take place;
“Online”	means Bookings and Booking enquiries made by the Customer via a Website;
“Website”	means the Carrier’s or its subcontractor’s website for bookings or enquiries for the Consignment Service; and
“Working Day”	means any day other than a Saturday or Sunday or a public or bank holiday in England.

2. Services

- 2.1 The Carrier agrees to provide a Consignment Service to the Customer on the terms set out in these Conditions.
- 2.2 The Carrier is entitled to subcontract in whole or in part the performance of any or all of its obligations under these Conditions. The Customer shall not assign, novate, subcontract or otherwise dispose of, or deal with, any or all of its rights and obligations under these Conditions without the prior written consent of the Carrier.
- 2.3 The Customer acknowledges and agrees that:
- 2.3.1 until notified otherwise by the Carrier, the Carrier has engaged as its subcontractor for the Consignment Service, IBI International Limited (company number 02192554)
 - 2.3.2 the Carrier and its subcontractor for the Consignment Service may hold the Customer’s Customer-specific Account data for the period of each Contract under these Conditions and for six (6) years thereafter;
 - 2.3.3 these Conditions do not apply to the Carrier’s services relating to analysis, assaying and hallmarking; and

- 2.3.4 the Conditions excluding or restricting any liability of the Carrier are reasonable having regard to the existence of alternatives and other carriers available to it.
- 2.4 The Carrier is not a common carrier and accepts at its sole discretion the carriage of Consignments subject only to these Conditions. Subject to clause 2.5, these Conditions shall apply to the exclusion of any other terms and conditions (including those of the Customer) unless agreed in writing by the Carrier's Assay Master. Except as authorised elsewhere in these Conditions, no employee, agent or subcontractor of the Carrier is authorised to alter or vary these Conditions.
- 2.5 The Carrier and Customer acknowledge and agree that the CMR Convention and the standardised terms and conditions set out in the CMR Convention shall, to the exclusion of these Conditions, govern as matter of law any carriage by the Carrier of a Consignment by road, where the points of collection and delivery of the Consignment are located in different countries, of which at least one is a signatory to the CMR Convention. The CMR Convention shall not as a matter of law govern any carriage of a Consignment (a) between the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man; or (b) under the terms of any international postal convention.

3. Bookings and Charges

- 3.1 Each Booking request by the Customer with the Carrier or its subcontractor shall be submitted by the Customer to the Carrier or its subcontractor via telephone, email, or Online.
- 3.2 The Customer shall provide such information relating to each Consignment as the Carrier or its subcontractor may reasonably require in order to book and carry out the transit of each Consignment.
- 3.3 The Carrier shall provide the Customer with a quotation for the charges for the carriage of each Consignment. When the Customer requests a Booking after receiving a quotation then that sum will be the charges for the carriage of each Consignment until that quotation is updated. The Carrier is entitled to update a quotation from time to time in its absolute discretion and the charges for each Consignment carried after such an update shall be the sum specified in that latest quotation. Each Booking is subject to and governed by these Conditions and shall be deemed to be a separate and independent contract and the Carrier reserves the right to amend any Booking at any time upon notice to the Customer.
- 3.4 The contract between the Customer and Carrier in respect of a Booking (the Contract) will be formed when the Carrier confirms receipt of that Booking and accepts that Booking. The Carrier reserves the right to refuse to accept any Bookings.
- 3.5 Unless agreed otherwise by the Carrier, each Consignment shall only be delivered to the Assay Office Premises after collection from the Customer's business premises and to the Customer's business premises after dispatch from the Assay Office Premises. The Carrier reserves its right to vary its charges by notice to the Customer

following any variation of the collection or delivery address by the Customer to which the Carrier, in its absolute discretion, agrees.

- 3.6 If the Customer requires additional services over and above the Carrier's standard carriage of Consignments, the Customer must contact the Carrier to discuss this. Whilst the Carrier will take reasonable steps to fulfil the Customer's additional requirements if the additional services involve supervision, direction or control as to the manner in which the Carrier's services are performed, the Customer must contact the Carrier in advance as the Customer may be required to agree additional charges in advance with the Carrier.
- 3.7 At no time during the period that the Carrier is undertaking the Booking for the Customer is the Customer permitted to supervise, direct or control the manner in which the Carrier or its sub-contractor (or any of either's employees or staff) undertakes the service unless an express agreement is reached in accordance with clause 3.6.
- 3.8 The Customer represents, undertakes and warrants that:
- 3.8.1 in entering into a Contract in accordance with these Conditions the Customer does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person other than as expressly set out in these Conditions; and
- 3.8.2 it has full power and authority to enter into and perform its obligations under these Conditions.
- 3.9 The Customer acknowledges and agrees that telephone calls to and from the Carrier and its subcontractors relating to any booking may be recorded and monitored.

4. Consignment values, Carrier liability and time for claims

- 4.1 At the time of Booking the Customer shall notify the Carrier or its subcontractor of the value of the Consignment. If on or before collection of a Consignment it is decided that that Consignment needs to be carried in more than one Approved Container, the Customer must provide to the Carrier or its subcontractor a value for each part of the Consignment that is in each Approved Container.
- 4.2 The Customer shall ensure that each Approved Container does not contain goods of any type with an aggregate value in excess of the Limitation Amount
- 4.3 The Carrier's total aggregate liability to a Customer for the contents of an Approved Container that, during transit, are damaged, lost, mis-delivered or not delivered shall be limited to the Limitation Amount.
- 4.4 The Carrier shall not be liable for loss of, mis-delivery or damage to any Consignment unless the Carrier is notified in writing by the Customer of
- 4.4.1 such loss or damage within 14 days of the end of the transit; and

- 4.4.2 the claim giving details of the value and the circumstances of any loss within 28 days of the end of the transit. A claim for loss or damage will not be accepted on the consignment note.
- 4.5 The Customer shall on demand provide to the Carrier and its subcontractor written proof of the value of a Consignment or part thereof damaged, lost or mis-delivered and the Carrier and its subcontractor shall be entitled to inspect the damaged Consignment.

5. Collection and Delivery

- 5.1 The Customer shall:
- 5.1.1 ensure that each Consignment is secure, properly packed and labelled in accordance with good practice and any applicable statutory requirements and is fit and safe to be carried, stored and transported by the method anticipated;
 - 5.1.2 ensure that each Consignment is contained within Approved Containers;
 - 5.1.3 comply with the reasonable requirements of the Carrier and its subcontractor relating to the packing and sealing of Approved Containers and the collection and delivery of Consignments; and
 - 5.1.4 co-operate with the employee of the Carrier or its subcontractor attending the Customer's business premises for a collection to ensure that each Approved Container is sealed and externally referenced with the Consignee's and Customer's name, the appropriate Delivery Address and the Carrier's or its subcontractor's Booking and/or security serial number for that Consignment or Approved Container.
- 5.2 The Carrier will use all reasonable efforts to collect and deliver the Consignment within the times specified for collection and delivery by the Carrier or its subcontractor when confirming a Booking but unless otherwise agreed these are estimates only and time is not of the essence.
- 5.3 The Carrier and its subcontractor shall deliver Consignments according to such route as it in its absolute discretion thinks fit.

6. Consignment Notes

- 6.1 If required, the Carrier or its subcontractor shall sign a document prepared by the Customer, acknowledging receipt of the Consignment and, if required, the Customer shall sign a document prepared by the Customer or its subcontractor, acknowledging receipt of the Consignment but, in either case, any such document shall not be evidence of the condition, declared nature, quantity, value or weight of the Consignment at the time it is received by the Carrier or its subcontractor.
- 6.2 Subject to clause 6.3, the Carrier and its subcontractor shall require written acknowledgment at the point of delivery of the Consignment and where the Carrier or its subcontractor is unable to obtain such acknowledgment, the Carrier or its subcontractor shall be deemed to have been unable to effect delivery for the purposes

of clause 8.1(Undelivered or Unclaimed Goods). Written acknowledgment at the point of delivery shall be conclusive evidence of proper delivery.

- 6.3 Where the Customer notifies the Carrier or its subcontractor prior to the delivery or attempted delivery of the Consignment that the Carrier or its subcontractor need not provide to the Customer a signature as proof of delivery of the Consignment, the Carrier and its subcontractor shall be under no obligation to provide the Customer with the same and the Customer shall be deemed to have unconditionally and irrevocably waived any and all claims it may have in respect of the delivery of the Consignment to the Consignee.
- 6.4 Where a Customer notifies the Carrier or its subcontractor that proof of delivery is not required pursuant to clause 6.3, the Carrier and its subcontractor shall not be liable to the Customer if it is later claimed by the Consignee that the Consignment has not been delivered.

7. Transit

- 7.1 Transit for a collection from the Customer commences when the Carrier or its subcontractor takes possession of the Consignment from the Customer's business premises or from some other point of collection requested by the Customer and agreed in advance by the Carrier or its subcontractor. Transit for a collection from the Assay Office Premises commences when the Carrier or its subcontractor takes possession of the Consignment from the Assay Office Premises dispatch department.
- 7.2 Subject to clause 7.3, transit by the Carrier and its subcontractor shall (unless otherwise agreed) end when the Consignment is tendered at the Consignee's address provided at the time of Booking by the Customer.
- 7.3 Where a Consignment cannot be delivered (for whatever reason) or is held by the Carrier or its subcontractor to await order or further instructions and such instructions are not given or the Consignment is not collected within 24 hours of notice being given to the Customer or such other time as the Carrier may nominate, then transit shall be deemed to end at the expiry of such time.
- 7.4 The Carrier shall be entitled to recover its charges in full for any delivery, which is unsuccessful due to incorrect or inadequate information provided by the Customer and in addition recover any expenses or losses it suffered or incurred in attempting to effect delivery.
- 7.5 The Customer understands and accepts that the Carrier and its subcontractor shall be entitled to open and examine any Consignment that the Carrier or its subcontractor reasonably considers may be or may become a security or health and safety risk to it or its employees, staff or anyone else and to take, at its sole discretion, such appropriate action thereafter.

8. Undelivered or unclaimed goods

- 8.1 Where the Carrier or its subcontractor is unable to effect delivery as requested by the Customer when making a Booking, or where transit has come to an end without the Consignment having been successfully delivered, the Carrier or its subcontractor shall use its reasonable endeavours to notify the Customer and the Consignee of any undelivered or unclaimed Consignment.

- 8.2 Unless the undelivered or unclaimed Consignment is collected from the Carrier or its subcontractor by the Customer, or instructions are given for the disposal, onward carriage or return to the Customer of the Consignment, within 14 days of such notice being given (or such other time as the Carrier may nominate), title to the Consignment shall transfer to the Carrier and the Carrier may destroy or sell the Consignment as if it were the absolute owner.
- 8.3 Where an undelivered or unclaimed Consignment is returned to the Customer by the Carrier or its subcontractor or a Customer arranges for the onward carriage and delivery of the Consignment by the Carrier or its subcontractor (excluding any return to the Customer), that return or onward carriage (as the case may be) shall be at the Customer's sole cost and expense and shall be charged to the Customer (and the Customer shall pay on demand) at such rate as the Carrier shall determine it is absolute discretion to be reasonable.
- 8.4 Where the Carrier sells the Consignment to a third party pursuant to clause 8.1, the Carrier shall use its reasonable endeavours to obtain a reasonable price for the Consignment and shall apply the proceeds of sale to the payment of all its proper expenses and charges suffered or incurred in relation to the carriage, storage and sale or disposal of the Consignment. Any proceeds left over shall be paid to the Customer upon which the Carrier shall be discharged from all liability in respect of the Consignment. Where the proceeds of sale do not meet or exceed the total value of the Carriers expenses and charges, the Carrier shall charge the Customer (and the Customer shall pay on demand) a sum equal to the shortfall.

9. Cancellation of a Booking

- 9.1 Subject always to the provisions of this clause, the Carrier and Customer shall each be entitled to cancel a Booking and terminate the Contract at any time for any reason with immediate effect by notice to the other.
- 9.2 Where the Carrier cancels a Booking pursuant to clause 9.1 by reason of a breach of these Conditions by the Customer, the Carrier may, without prejudice to any rights or remedies it may have at law or under these Conditions, charge (and the Customer shall pay on demand) a reasonable fee for time and effort incurred by the Carrier in connection with that Booking, such fee to be determined by the Carrier in its absolute discretion.
- 9.3 In the event of cancellation of any Booking for a Consignment by the Customer, the Customer shall be liable to the Carrier for the Carrier's charges in full for the carriage of the Consignment. This clause 9.3 shall apply only to cancelled Bookings where the Carrier or its subcontractor has collected the Consignment or where the Carrier or its subcontractor has departed to collect the Consignment (but before collection has taken place).
- 9.4 The Customer has a right to cancel any Booking with immediate effect by written notice to the Carrier during a 7 Working Day period beginning the day after the date of the confirmation referred to in clause 3.4. The Customer shall not have a right to cancel the Booking pursuant to this clause where the Carrier or its subcontractor has departed to collect the Consignment, in accordance with the Customers request, prior to the expiry of the 7 Working Day period.
- 9.5 Where the Customer has the right to and does cancel a Booking pursuant to clause 9.4, the Carrier shall refund to the Customer all sums paid by the Customer to the

Carrier in connection with that Booking prior to the date of cancellation as soon as practicable and, in any event, within 30 calendar days of cancellation.

10. Carrier's charges

- 10.1 The Customer shall pay the Carriers charges in accordance with these Conditions. The charges payable in respect of a Booking shall be in accordance with the quotation procedure referred to in clause 3.3.
- 10.2 The charges for each Booking are payable within 28 days from date of the invoice provided by the Carrier to the Customer for that Booking.
- 10.3 Credit facilities granted to a Customer may be withdrawn at the Carrier's absolute discretion at any time and the balance outstanding shall become due immediately on demand. If payment is made by corporate credit card the Carrier reserves the right to apply an additional charge to cover its costs of accepting the payment (and the Carrier will tell the Customer the amount of such charge before making the Booking).
- 10.4 The Carrier shall be entitled to charge interest (both before and after judgment) on any amount unpaid at the rate of 4% above the base rate of the Barclays Bank Plc from time to time until payment is made in full. When payment is not made by the due date, the Customer shall indemnify the Carrier for any costs and/or expenses it may suffer or incur in recovering the sum due, including reasonable legal fees and costs of collection.
- 10.5 Any queries in respect of an invoice must be made in writing within 7 days of the date of the invoice otherwise it will be deemed to have been accepted and will be payable in full by the Customer.
- 10.6 All charges quoted and charged are exclusive of value added tax and all other duties or taxes which may become due or payable from time to time and shall be added to invoices at the rate applicable at the date of invoice.
- 10.7 The Carrier operates an electronic invoicing system. All invoices, credit notes and statements will be sent to the Customer electronically. If the Customer requires paper invoices or credit notes (or cannot provide the carrier with an email address) the Carrier reserves the right to make charges for the provision of such paper invoices.
- 10.8 The payment terms and charges paid to the Carrier are confidential, and the Customer shall take all reasonable steps to ensure that such terms remain confidential. The Customer may not disclose the terms or make any public announcement about the relationship the parties have entered into without the prior written agreement of the Carrier, save for any disclosure required by law or by a statutory or regulatory body with power to order such disclosure.

11. Limitation of Liability

- 11.1 The Carrier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer, its employees, servants or subcontractors if and to the extent that it is caused by the negligence or wilful misconduct of the Customer, its employees, servants or subcontractors or by breach by the Customer of any of its obligations under this Agreement.

- 11.2 Except as expressly provided in these Conditions, the total liability of the Carrier which arises out of or under these Conditions (whether in contract, tort, statute or otherwise) in respect of any contract arising from a Booking is specified in this clause 11 (Limitation of Liability).
- 11.3 The Carrier shall not be liable to the Customer, whether in contract, tort or by statute, or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage suffered by the Customer howsoever caused including, without limitation:
- 11.3.1 loss due to delay in delivery; and/or
 - 11.3.2 loss of anticipated savings; and/or
 - 11.3.3 loss of business and/or goods; and/or
 - 11.3.4 loss of goodwill; and/or
 - 11.3.5 loss of use; and/or
 - 11.3.6 loss of data or other information; and/or
 - 11.3.7 loss relating to the procurement by the Customer of any substitution of goods or services.
- 11.4 The types of loss and/or damage specified in clauses 11.3.1 to 11.3.7 above shall not constitute direct loss for the purpose of these Conditions.
- 11.5 Nothing in this Agreement shall be construed to limit or exclude either party's liability for:
- 11.5.1 death or personal injury caused by its negligence or that of its employees, agents, officers or other staff;
 - 11.5.2 fraud or fraudulent misrepresentation by it or that of its employees, agents, officers or other staff; or
 - 11.5.3 any other matter which, by law, may not be excluded or limited.

12. Excluded Goods

- 12.1 The Carrier will not be liable to the Customer for the carriage of Excluded Goods unless:
- 12.1.1 the Customer notifies the Carrier in advance that the Consignment contains in whole or in part Excluded Goods pursuant to the terms of this clause; and
 - 12.1.2 the Carrier decides (at its sole discretion) to accept the carriage of such Excluded Goods.
- 12.2 If the proposed Consignment contains Excluded Goods, the Customer must notify the Carrier at the time of Booking as to the content and value of such Consignment of Excluded Goods and the Carrier may (in its sole discretion) elect to carry such Excluded Goods.

- 12.3 Except as set out in clause 11 (Limitation of Liability), the Carrier and its subcontractor shall not be liable to the Customer for any loss, however caused to any Excluded Goods, unless the Carrier has agreed in writing to the Customer to accept such liability.
- 12.4 The Carrier reserves the right to charge the Customer (and the Customer shall pay on demand) an additional sum for the carriage of the Consignment of Excluded Goods and will inform the Customer of such sum prior to accepting the Booking.
- 12.5 If the Customer fails to so inform the Carrier that a Consignment includes Excluded Goods, such Consignment will be delivered solely at the Customer's risk and the Customer shall indemnify and keep the Carrier and its subcontractor indemnified against any and all losses, damages, claims, liabilities, costs and expenses (including, without limitation, legal costs and expenses) suffered or incurred by the Carrier and its subcontractor arising out of, or in connection with, the delivery of the Consignment comprising such Excluded Goods in whole or in part.

13. Prohibited Items

- 13.1 Unless the Carrier has agreed otherwise in advance in writing specifying any additional terms, charges and limitations on liability which shall apply, the Customer shall not submit for carriage (and the Carrier may without any liability whatsoever reject such carriage at any time upon notice to the Customer) any Consignment which contains Prohibited Items.
- 13.2 If the Customer submits Prohibited Items as a Consignment (and regardless of whether or not the Carrier has agreed to carry such Consignment), the Customer shall indemnify and keep the Carrier and its subcontractor indemnified against any and all losses, damages, claims, liabilities, costs and expenses (including, without limitation, legal costs and expenses) suffered or incurred by the Carrier and its subcontractor arising out of, or in connection with, the carriage of the Consignment comprising such Prohibited Items in whole or in part.

14. Further Exclusions on Carrier's Liability

The Carrier or its subcontractors shall not be held responsible for any event beyond the reasonable control of the Carrier or its subcontractors, which prevents it from performing its obligations under the relevant contract including, but not limited to:

- 14.1 acts, omissions or misrepresentations by the Customer, owner of the Consignment, Consignee or independent contractor or any failure of the foregoing to package and/or label the Consignment correctly pursuant to clause 5.1 (Delivery). The Customer acknowledges and agrees that in such circumstances the Carrier shall not be liable for any loss of or damage to the Consignment that arises out of or in connection with a failure to package and/or label it correctly;
- 14.2 natural deterioration or fragility of the Consignment (notwithstanding that it may be marked Fragile); and/or
- 14.3 any unforeseen circumstances or causes beyond the Carrier's or its subcontractor's reasonable control, including but not limited to, act of God, war, riot, malicious damage, compliance with any law or government emergency procedure, accident, fire, flood, storm or industrial dispute, insufficient or improper packing, labelling or addressing,

unless it is previously agreed in writing that the Carrier or its subcontractor shall perform such task.

15. Website

- 15.1 The Carrier reserves the right for itself and its subcontractor to withdraw the Website and the facility to place Bookings Online without prior notice and also to refuse to accept and/or perform any orders placed thereon.
- 15.2 The information provided on the Website has not been written to meet specific Customer requirements and it is the sole responsibility of the Customer to satisfy itself that any Booking made Online will be suitable for its requirements. All express or implied warranties in relation to the Website are hereby excluded to the fullest extent permitted by law.
- 15.3 Whilst the Carrier, its agents and subcontractor makes all reasonable attempts to exclude viruses from the Website, it cannot ensure that the Website will be virus free. The Customer acknowledges and agrees that any use of the Website by the Customer shall be at its own risk.
- 15.4 The Customer has no rights in or to the Website and all rights in and to the Website and the, including any underlying software and computer codes, are exclusively owned by the Carrier or its subcontractor or licensed to the Carrier or its subcontractor by a third party supplier.
- 15.5 The Website is intended for use by the residents in Great Britain only and only in respect of their activities within Great Britain.

16. Indemnity to the Carrier

The Customer shall indemnify the Carrier and its subcontractors against:

- 16.1 all losses suffered by the Carrier and its subcontractors (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) as a result of any breach by the Customer of these Conditions, fraud, error, omission, or misrepresentation by the Customer, owner of the Consignment or Consignee (other than the Carrier);
- 16.2 all claims and demands made against the Carrier or its subcontractors by any third party in excess of the liability of the Carrier under these Conditions;
- 16.3 all losses suffered by and claims made against the Carrier or its subcontractors resulting from loss of or damage to property caused by or arising out of the carriage of Dangerous Goods, Excluded Goods and/or the Prohibited Items;
- 16.4 all claims made upon the Carrier or its subcontractors by HM Revenue & Customs in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended; and
- 16.5 all claims and demands made against the Carrier or its subcontractors as a result of a breach of clause 3.9 (Customer not to direct Carrier staff).

17. Notices

- 17.1 Any notice or other communication to be given under or in connection with this Agreement:
- 17.1.1 by a Customer to the Carrier, shall be given in writing and sent by first-class post to the Assay Office Premises and/or by email to: carsona@assayoffice.co.uk and lawclerk@assayoffice.co.uk; and
 - 17.1.2 by the Carrier or its subcontractor to a Customer, shall be given in writing and sent by first-class post and/or by e-mail to the postal address and/or the e-mail address provided by the Customer to the Carrier during the Booking process, or such other postal or e-mail address as either party may substitute by written notice to the other.
- 17.2 A notice shall be deemed delivered 2 working days after the date of posting and 24 hours after sending by email (as applicable).

18. General provisions

- 18.1 If any provision of these 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.
- 18.2 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions save for any party to whom the Carrier has subcontracted any of its obligations under these Conditions, who shall have the right to exercise and enforce all rights granted to the Carrier under them. This clause 18.2 does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
- 18.3 The Carrier undertakes to comply with (and will endeavour to ensure that its subcontractors comply with) any and all provisions of the Data Protection Act 1998 as applicable to each Contract.
- 18.4 The waiver by either party of any breach of these Conditions will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.
- 18.5 These Conditions and the documents referred to in them, including but not limited the confirmation referred to in clause 3.4, constitute the entire agreement between the Carrier and Customer and supersede all prior agreements, representations and understandings relating to the subject matter of the Contract.
- 18.6 These Conditions (and any non-contractual claims) shall be subject to and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.