

DASH LOGISTIC SERVICES LTD t/a DASH EXPRESS

GENERAL TERMS & CONDITIONS OF CARRIAGE AND SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, unless the context otherwise requires:

“Company” means Dash Logistic Services Ltd trading as Dash Express.

“Customer” means any person, firm, or company requesting or receiving the Services.

“Consignment” means any goods or property which the Company agrees to collect, carry, store, or deliver from one address to another, whether contained in one parcel, pallet, or multiple items.

“Services” means all transport, carriage, delivery, storage, warehousing, or related logistics services provided by the Company or its authorised agents.

“Sub-contractor” or **“Agent”** means any third party engaged by the Company to perform all or part of the Services.

“Dangerous Goods” means any goods classified as hazardous under current UK regulations relating to the carriage of dangerous or hazardous goods by road, air, or sea.

“Conditions” means these General Terms & Conditions as amended from time to time.

1.2 Headings are for convenience only and do not affect interpretation.

2. APPLICATION OF CONDITIONS

2.1 These Conditions apply to all Services provided by the Company, whether for carriage, delivery, storage, or any related purpose.

2.2 Any terms proposed by the Customer are excluded unless expressly agreed in writing by a Director of the Company.

2.3 The Customer acknowledges that the Services are provided subject to these Conditions to the exclusion of all others.

2.4 By requesting, booking, or otherwise using the Company’s Services, the Customer is deemed to have read, understood, and accepted these Conditions in full. The current version of these Conditions is published on the Company’s website at www.dashexpress.co.uk, and it is the Customer’s responsibility to review them prior to placing any order.

3. PARTIES AND SUB-CONTRACTING

3.1 Where the Customer is not the owner of some or all of the goods carried or stored, the Customer is deemed to act as the authorised agent of the owner or any other person with an interest in the goods.

3.2 The Company may use Sub-contractors or Agents to perform all or part of the Services. The Company shall take reasonable care in their selection and appointment, and its responsibility for any Sub-contractor shall be limited to exercising such reasonable care.

3.3 The Company shall not be liable for any loss or damage beyond the extent of liability accepted by such Sub-contractor or Agent, and in any event, the Company's total liability shall not exceed that of its appointed carrier or storage agent under their own conditions of carriage or storage.

3.4 Where the Company arranges the carriage of any goods through the APC Overnight network, those goods are carried subject to APC's Conditions of Carriage, which apply in full and take precedence in the event of any conflict with these Conditions. The current version of APC's Conditions of Carriage is available on their website at www.apc-overnight.com. For the avoidance of doubt, these Conditions shall continue to apply between the Customer and the Company in all other respects, including payment terms, indemnities, and any rights or limitations of liability not otherwise governed by the APC Conditions of Carriage.

3.5 Where the Company arranges the carriage of any goods through a partner pallet network, those goods are carried subject to the conditions of carriage and liability limits of that network, which shall apply in full and take precedence in the event of any conflict with these Conditions.

4. GOODS NOT ACCEPTED FOR CARRIAGE OR STORAGE

4.1 Unless a Director of the Company has agreed in writing, the Company shall not accept any:

- (a) Dangerous Goods or hazardous materials;
- (b) Firearms, works of art, jewellery, cash, negotiable instruments, precious metals, antiques, furs, valuables, perishable or living goods; or
- (c) Any goods prohibited by law or regulation.

4.2 If the Company unknowingly carries or stores prohibited goods, no liability shall arise and the Customer shall indemnify the Company against any resulting loss, damage, or expense.

5. CUSTOMER OBLIGATIONS AND WARRANTIES

5.1 The Customer warrants that:

- (a) all goods are properly and securely packaged, labelled, and documented;
- (b) correct collection and delivery addresses, including full postcodes, are provided;
- (c) sufficient labour, equipment, and access are available for safe loading and unloading;
- (d) the goods are suitable for road transport and do not include any prohibited items.

5.2 The Customer shall indemnify the Company against all loss, damage, or liability arising from inadequate packaging, inaccurate information, unsafe loading or unloading, or failure to comply with these Conditions.

6. COLLECTION, DELIVERY, STORAGE & DISPOSAL

6.1 “Same Day” describes a service category, not a guarantee of delivery within the same calendar day.

6.2 The Company will use its best endeavours to perform the Services in accordance with agreed collection and delivery times but shall not be liable for delays unless expressly guaranteed in writing.

6.3 If delivery cannot be completed, the Company may return, store, or dispose of the Consignment at the Customer’s expense and risk after giving reasonable notice (normally not less than seven days).

6.4 Storage shall be at the Customer’s risk, and storage or redelivery fees may apply.

6.5 The Company reserves the right to sell or destroy unclaimed goods after a reasonable period, applying sale proceeds (if any) against outstanding charges.

7. WAITING TIME, DETENTION & CANCELLATIONS

7.1 The first 15 minutes of waiting time at collection or delivery are free of charge.

Thereafter, waiting time will be charged at £15 per 15-minute period (or part thereof).

7.2 Where a booking is cancelled after a driver has been dispatched, the full quoted charge will apply.

7.3 Where a booking is cancelled before dispatch, an administration fee of £25 will be charged.

7.4 The Customer shall be liable for any costs arising from the unreasonable detention of the Company’s vehicles, pallets, cages, or equipment, including recovery or replacement costs where applicable.

8. CHARGES AND PAYMENT TERMS

8.1 Charges are as quoted or otherwise agreed prior to collection.

8.2 Payment must be made in advance, unless the Customer holds an approved credit account with the Company.

8.3 Where a credit account exists, payment is due in accordance with the credit terms agreed at account opening.

8.4 If payment was required in advance but the Consignment is nevertheless collected or delivered, the amount shall become immediately due and payable.

8.5 The Company may charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, together with reasonable recovery costs.

8.6 All charges are subject to VAT at the prevailing rate.

8.7 The Company reserves the right to vary charges by giving seven (7) days’ notice to reflect changes in costs such as fuel, labour, or supplier rates.

8.8 The Customer shall not withhold or set off any payment or claim against amounts due.

8.9 The Company may suspend Services for non-payment without liability.

9. LIABILITY AND LIMITATION

9.1 The Company shall not be liable for any loss, damage, mis-delivery, or delay unless caused by its proven negligence.

9.2 The Company's total liability shall not exceed £100 per Consignment, unless a higher value is declared and additional cover agreed in writing prior to collection.

9.3 The Company shall not be liable for indirect or consequential loss including loss of profit, business, or opportunity.

9.4 Any claim must be notified in writing to the Company within three (3) days of the date of delivery or expected delivery; otherwise, no liability shall arise.

9.5 The Company's liability shall never exceed that accepted by any third-party carrier or storage provider engaged in the performance of the Services.

10. INSURANCE

10.1 The Company maintains Goods in Transit insurance in accordance with industry standards. For goods carried via the APC Overnight network, insurance coverage and liability limits are as defined in APC's Conditions of Carriage. For goods carried through a partner pallet network, insurance coverage and liability limits are as defined in that network's conditions of carriage.

10.2 Extended cover may be available upon request, subject to written agreement and additional premium.

10.3 The Customer is responsible for arranging any additional insurance if full replacement-value cover is required.

11. LIEN

11.1 The Company shall have a **lien** on all goods in its possession for any sums due from the Customer.

11.2 If payment is not made within a reasonable time, the Company may sell or dispose of the goods and apply the proceeds to the outstanding balance and costs.

12. TERMINATION

12.1 The Company may terminate any ongoing contract or service agreement by giving the Customer seven (7) days' written notice, without liability for such termination.

12.2 The Company may terminate immediately (or suspend the Services) by written notice if there is any material change affecting the performance, risk, regulatory, or commercial basis of the Contract. For the avoidance of doubt, a "material change" includes (without limitation): a change of control or ownership of the Customer; a deterioration in the Customer's creditworthiness; failure or delay in payment; insolvency or similar events; material change to service scope, volumes, routes, handling, or compliance requirements; withdrawal or material change of any licence, permit, network membership, or insurance; or any legal, regulatory, safety, or security issue that in the Company's reasonable opinion makes continued performance impracticable or unsafe.

12.3 The Company may also suspend or terminate immediately for any material breach of these Conditions by the Customer, including non-payment.

13. FORCE MAJEURE

13.1 The Company shall be relieved of its obligations to perform any Contract where performance is prevented or delayed by events beyond its reasonable control, including but not limited to: fire, severe weather, industrial action, traffic congestion, breakdowns, governmental action, or any act of God.

13.2 Charges incurred up to the point of disruption shall remain payable in full where Services are delayed or prevented under such circumstances.

14. INDEMNITY AND EXTENSION OF PROTECTION

14.1 The Customer shall indemnify the Company against any loss, damage, claim, cost, or expense arising from:

- (a) incorrect labelling, documentation, or description of goods;
- (b) breach of these Conditions; or
- (c) the carriage of prohibited or dangerous goods.

14.2 The protections, limitations, and indemnities provided in these Conditions shall extend to the Company's directors, employees, and agents, each of whom shall have the benefit of these Conditions when acting in the course of their employment or agency.

15. SEVERABILITY

If any part of these Conditions is held invalid or unenforceable, that part shall be deemed omitted but the remainder shall remain valid and enforceable.

16. GOVERNING LAW AND JURISDICTION

These Conditions and any dispute arising from them shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1 – SUMMARY OF KEY CHARGES AND LIMITS

Item	Rate / Description
Waiting time	First 15 minutes free, then £15 per 15-minute period thereafter
Cancellation after dispatch	100% of quoted charge
Cancellation before dispatch	£25 administration fee

Item	Rate / Description
Liability limit (general)	£100 per consignment unless otherwise agreed
Liability limit (palletised)	£1.50 per kg, up to £1,500 per pallet
Payment terms	Advance payment unless credit account approved
Late payment interest	Statutory interest and recovery costs under Late Payment of Commercial Debts (Interest) Act 1998

Note: For consignments handled through a partner network (including but not limited to parcel or pallet networks), the conditions of carriage and liability limits of that network will apply in full and take precedence in the event of any conflict with these Conditions