

When engaging the services of Aces Sameday Couriers Limited, "ACES", services you, as "Shipper/Customer", are agreeing, on your behalf and on behalf of anyone else with an interest in the "Shipment" that the Terms and Conditions shall apply from the time that ACES accepts the Shipment unless otherwise agreed in writing by an authorised officer of ACES. Your statutory rights are not affected. "Shipment" means all documents or parcels that may be carried by any means ACES chooses, including any other carrier. Every Shipment is transported on a limited liability basis as provided herein. 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. Customers should note that their Booking will not have been accepted by the Carrier until the time of such confirmation.

1. Unacceptable Deliveries

Shipper agrees that its Shipment is acceptable for transportation but will be deemed unacceptable if ACES decides it cannot transport an item safely or legally (such items include but are not limited to: animals, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs). Items not insured include currency, bearer form negotiable instruments, precious metals and stones, computer equipment and these are therefore carried at the Shipper's own risk.

2. Deliverables and Undeliverables

Shipments cannot be delivered to PO Boxes. Shipments are delivered to the Receiver's address given by the Shipper, but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area. If Receiver refuses delivery or to pay for delivery, the Receiver cannot be reasonably identified or located, or the Shipment is deemed to be unacceptable, ACES shall use all reasonable efforts to contact the Shipper and undertake any further instructions with any additional costs incurred charged to the Shipper.

3. Inspection & Ownership

ACES have the right to open and inspect a Shipment without prior notice to Shipper. Proof of ownership must be provided by the Shipper on request.

4. Aces Sameday Couriers Limited Liability

ACES contracts with the Shipper on the basis that ACES liability is strictly limited to direct loss only. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is direct or indirect. ACES liability is limited to the Shipments actual cash value. Claims are limited to one claim per Shipment settlement of which will be full and final settlement for all loss or damage in connection therewith. If the Shipper regards current limits as insufficient it must make a special declaration of value, request additional insurance, the cost of which will be charged to the Shipper, or make its own insurance arrangements, failing which the Shipper assumes all risks of loss or damage. ACES shall, under no circumstances whatever be liable to the Shipper, whether in contract, tort (including negligence and conversion), breach of statutory duty or otherwise, for any indirect or consequential loss or damage of any kind (including, without limitation, loss of business and loss of goodwill), or for any loss of profits or interest cost and for the avoidance of doubt, the cost of recompiling the information contained on/in the goods. All claims must be submitted in writing to ACES within fourteen (14) days from the date that ACES accepted the shipment, failing which ACES shall have no liability whatsoever.

5. Delayed Shipments

ACES will make every reasonable effort to deliver the Shipment according to Shipper's requirements, but this is not guaranteed and does not form part of the contract. ACES are not liable for any damages or loss caused by delays.

6. Circumstances beyond Aces Sameday Couriers Limited control

ACES are not liable for any loss or damage arising out of circumstances beyond ACES control. These include, but are not limited to: "Act of God" e.g. earthquake, cyclone, storm, flood, fog; "Force Majeure" e.g. war, plane crash or embargo; any defect or characteristic related to the nature of the Shipment, even if known to ACES; riot or civil commotion; any act or omission by a person not employed or contracted by ACES e.g. Shipper, Receiver, third party, customs or other government official; industrial action; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

7. Shipper's Warranties and Indemnity

Shipper shall indemnify and hold ACES harmless for any loss or damage arising out of Shipper's failure to comply with applicable laws or regulations and for Shipper's breach of the following warranties and representations:

- · All information provided by Shipper or its representatives is complete and accurate
- · The Shipment was prepared in secure premises by Shipper or Shipper's employees
- · Shipper employed reliable staff to prepare the Shipment
- · Shipper protected the Shipment against unauthorised interference during preparation and storage prior to collection by ACES
- · The Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling
- · All applicable customs, import, export and other laws and regulations have been complied with

8. Routing

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places, and any additional costs incurred may be charged.

9. Governing Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of ACES, to the non-exclusive jurisdiction of the courts of, and governed by the laws of the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to the applicable law.

10. Severability: The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

11. Same Day Delivery

Same day delivery relates only to deliveries within the UK Mainland and excludes any deliveries undertaken to Europe, UK islands and Northern Ireland.

12. Cancellation

12.1 Subject always to the provisions of this clause 12, 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.

12.2 Where the Carrier cancels a Booking pursuant to clause 12.1 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) a reasonable fee for time and effort incurred by the Carrier in connection with that Booking, up to the full value of the charges specified by the Carrier in accordance with clause 12.1. The Carrier further reserves the right to hold the Customer liable for missed work opportunities caused by a breach of the Conditions and the cancellation of a Booking pursuant to this clause 12.2.

12.3 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 12.3 shall apply only to cancelled Bookings where the Carrier has collected the Consignment in question.

12.4 Where the Customer cancels a Booking after the Carrier has departed to collect the Consignment (but before collection has taken place), the Carrier may charge (and the Customer shall pay) a reasonable fee for time and effort incurred by the Carrier in connection with that Booking, up to the full value of the charges specified by the Carrier in accordance with clause 12.1. The Carrier further reserves the right to hold the Customer liable for missed work opportunities caused by the cancellation of a Booking following the Carrier's departure (but prior to collection).

13. Carrier's Charges

13.1 The Customer shall pay the Carrier's charges in accordance with these Conditions. The charges payable in respect of a Booking shall be specified by the Carrier as part of the confirmation if the customer has requested said information at the time of booking.

13.2 Additional charges (including, without limitation, time charges for waiting and/or loading) may be imposed by the Carrier (and the Customer shall pay such charges in accordance with clause 8 below) if the Carrier is prevented from performing its obligations under these Conditions by reason of the acts and/or omissions of the Customer

13.3 The Carrier's charges shall be based on its tariff in effect at the time of carriage of the Consignment and unless payment is made by credit card, invoice(s) shall be rendered by the Carrier to the Customer at least once a month. 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 a 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).

13.4 If prior to a Booking the Customer pays for a Consignment by credit card, the charges quoted in respect of the Consignment together with an additional 10 percent, to cover the cost of any additional charges imposed by the Carrier pursuant to clause 13.4 above, may be pre-authorised on the Customer's credit card. Following completion or cancellation of the Booking, the value of the total amount payable by the Customer for the Booking (including additional charges) will be released from the pre-authorised funds to the Carrier. If the funds pre-authorised on the Customer's card are insufficient to cover the total amount payable by the Customer to the Carrier, then the Customer hereby authorises the Carrier to charge any outstanding amount to the Customer's credit card. For the avoidance of doubt, a pre-authorisation is a security guarantee and no funds are debited from the Customer's account until the pre-authorisation is released. The Customer's credit card will only be charged for the value of the Consignment plus any additional charges (if any) incurred.

13.5 The Carrier shall be entitled to charge interest (both before and after judgment) on amount unpaid at the rate of 8% above the base rate of the Bank of England on any overdue amounts 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.

13.6 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.

13.7 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.