



## **K. B. EVENT LTD**

### **Conditions of Carriage**

K B Event, (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.

#### **1. Definitions**

In these Conditions:

"Customer" means the company or person 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 goods.

"Consignment" means goods in bulk or contained in one parcel, package or container, or any number of separate parcels, packages or containers sent at any one time in one load by or for the Customer from one address to one address.

"Dangerous Goods" means dangerous substances listed by the Health and Safety Commission in Part 1 of the Authorised and Approved List of Dangerous Substances, explosives, radioactive substances and any other substance presenting a similar hazard.

#### **2. Parties and Sub-Contracting**

(1) The Customer warrants that he is either the owner of the goods in any Consignment or is authorised by such owner to accept these Conditions on such owner's behalf.

(2) 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 on request.

- (3) The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in (2) above, and such other carrier's servants and agents and every reference in Conditions 3-19 inclusive hereof 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.
- (4) Notwithstanding Condition 2(3) the carriage of goods in 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 goods. The carrier shall be under no liability whatever to whomsoever and however arising in respect of such carriage. Provided that where goods are 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 goods were being carried by road unless the contrary is proved by the Carrier.

### 3. **Loading and Unloading**

- (1) Unless the Carrier has agreed to the contrary with the Customer:
- (a) 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.
- (b) The Customer warrants that any special appliances required for loading or unloading the Consignment which are not carried by the vehicle will be provided by the Customer or on the Customer's behalf.
- (c) The Carrier shall be under no liability whatever to the Customer for any damage whatever, however caused, if the Carrier is instructed to load or unload goods requiring special appliances which, in breach of the warranty in (b) above, have not been provided by the Customer or on the Customer's behalf.
- (d) 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.

(2) The Customer shall indemnify the Carrier against all claims and demands whatever which could not have been made if such instructions as are referred to in (1)(c) of this Condition and such service as is referred to in (1)(d) of this Condition had not been given.

4. **Consignment Notes**

The Carrier shall, if so required, sign a document prepared by the sender acknowledging the receipt of the Consignment but no such document shall be evidence of the condition or the correctness of the declared nature, quantity, or weight of the Consignment at the time it is received by the Carrier.

5. **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 and labelled in accordance with the statutory declarations for the carriage by road of the substance declared. Transport Emergency Cards (Tremcards) or information in writing in the manner required by relevant statutory provisions must be provided by the Customer in respect of each substance and must accompany the Consignment.

6. **Transit**

(1) Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises.

(2) 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:

(a) 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 of the arrival of the Consignment at the Carrier's premises has been sent to the Consignee, and

(b) when for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Carrier "to await order" 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 be deemed to end.

**7. Undelivered or Unclaimed Goods**

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 goods 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 goods 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 goods, their carriage and storage.

Provided that:

- (a) the Carrier shall do what is reasonable to obtain the value of the Consignment and
- (b) 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 circumstance to give notice to the sender or, if the name and address of the sender is not known, to the Consignee that the goods 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 goods are taken away or instructions are given for their disposal.

**8. Carrier's Charges**

(1) 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 goods are consigned "carriage forward" the Customer shall not be required to pay such charges unless the Consignee fails to pay such charges after a reasonable demand has been made by the Carrier for payment thereof.

(2) Charges shall be payable on the expiry of any time limit previously stipulated and the Carrier shall be entitled to interest at 5% above the Clearing Bank Base Rate current at this time, calculated on a daily basis on all amounts overdue to the Carrier.

9. **Liability for Loss and Damage**

(1) The Customer shall be deemed to have elected to accept the terms set out in (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 misdelivery of or damage to goods however or whenever 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.

(2) Subject to these Conditions the Carrier shall be liable for:

(a) loss or misdelivery of or damage to livestock, bullion, money, securities, stamps, precious metals or precious stones only if:

(i) the Carrier has specifically agreed in writing to carry any such items and

(ii) the Customer has agreed in writing to reimburse the Carrier in respect of all additional costs which results from the carrying of the said items and

(iii) The loss, misdelivery or damage is occasioned during transit and results from negligent act or omission by the Carrier;

(b) any loss or misdelivery of or damage to any other goods occasioned during transit unless the same has arisen from, and the Carrier has used reasonable care to minimise the effects of:

(i) Act of God;

(ii) any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, or destruction of or damage to property by or under the order of any government or public or local authority;

(iii) seizure or forfeiture under legal process;

(iv) error, act, omission, misstatement or misrepresentation by the customer or other owner of the goods or by servants or agents of either of them;

(v) inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the goods;

(vi) insufficient or improper packing;

- (vii) insufficient or improper labelling or addressing;
- (viii) failure by the customer, the promoter, their servants or agents to provide any transit permits or customs documentation required to effect legal transit to the stated destination to the agreed schedules;
- (ix) riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;
- (x) Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered.

(3) The Carrier shall not in any circumstances be liable for loss of or damage to goods after transit of such goods 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.

#### 10. **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 of the goods or the servants or agents of either in respect of that Consignment, unless the fraud has been contributed by the complicity of the carrier acting in the course of his employment.

#### 11. **Limitation of Liability**

(1) Except as otherwise provided in these Conditions the liability of the Carrier in respect of loss or misdelivery of or damage to goods, however sustained, shall in all circumstances be limited as follows:

(a) to the value of the Consignment but not exceeding a value of £250,000 per load or £500,000 per event.

(b) to the proportion of the sum ascertained in accordance with (1) (a) which the actual value of part of the consignment bears to the actual value of the whole of the consignment where loss, misdelivery or damage, however sustained, is in respect to that part of the consignment.

Provided that:

(i) the carrier shall be entitled to require proof of the value of the whole of the consignment and of any part thereof lost, misdelivered or damaged.

(ii) where, at any time prior to the commencement of transit, the customer had given 7 days written notice to the carrier requiring that the limit of the carrier's liability be set at a value above £250,000 per load or £500,000 per event, but not exceeding the value of the consignment any increase in costs faced by the carrier is entitled to be passed onto the customer at the discretion of the carrier.

12. **Consequential Loss**

Notwithstanding anything contained in Condition 11 (1) to the contrary the carrier shall accept no responsibility whatsoever in respect of claims for indirect or consequential loss or damage or loss of market however arising or incurred.

13. **Insurance**

The Carrier shall insure his liabilities arising out of the carriage of goods under these conditions.

14. **Indemnity to the Carrier**

The Customer shall indemnify the Carrier against:

(1) all consequences suffered by the Carrier (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) of any error, omission, misstatement, or misrepresentation by the Customer or other owner of the goods or by any servant of either of them, insufficient or improper packing, labelling or addressing of the goods or fraud as in condition 10:

(2) all claims and demands whatever by whomsoever made in excess of the liability of the Carrier under these Conditions:

(3) all losses suffered by and claims made against the Carrier resulting from loss of or damage to property caused by or arising out of the carriage by the Carrier of Dangerous Goods whether or not declared by the Customer as such;

(4) all claims made upon the Carrier by HM Customs in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended.

#### 15. **Time Limits for Claims**

The Carrier shall not be liable for:

(1) loss from a parcel, package or container or from an unpacked Consignment or for damage to a Consignment or any part of a Consignment unless he is advised thereof in writing otherwise than upon a Consignment note or delivery document within three days, and the claim is made in writing within four days, after the termination of transit;

(2) loss, misdelivery, or non-delivery of the whole of a Consignment or of any separate parcel, package or container forming part of a Consignment unless he is advised of the loss, misdelivery or non-delivery in writing otherwise than upon a Consignment note or delivery document 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:

(a) it was not reasonably possible for the Customer to advise the Carrier or make a claim in writing within the time limit applicable, and

(b) 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.

#### 16. **Lien**

The Carrier shall have a general lien against the Customer, where the Customer is the owner of the goods, for any monies whatever due from the Customer to the Carrier. If such a lien is not satisfied within a reasonable time the Carrier may, at his absolute discretion, sell the goods, or part thereof, as agent for the Customer and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of the goods and shall, upon accounting to the Customer for

any balance remaining, be discharged from all liability whatever in respect of the goods. Where the customer is not the owner of the goods, the Carrier shall have a particular lien against said owner, allowing him to retain possession, but not dispose of, the goods against monies due from the Customer in respect of the consignment.

17. **Unreasonable Detention**

The Customer shall be liable for the cost of unreasonable detention of any vehicle, trailer, container or sheet but the rights of the Carrier against any other person in respect thereof shall remain unaffected.

18. **Computation of Time**

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.

19. **Loss Adjustment**

The value of a consignment shall be taken as the cost thereof to the owner.

20. **Impossibility of Performance**

The Carrier shall be relieved of its obligation to perform the Contract to the extent that the performance is prevented by failure of the Customer, fire, weather conditions, industrial dispute, labour disturbance or cause beyond the reasonable control of the Carrier.