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Account Application Form

Company Name Contact Person

Main Address		Invoice Address	
Postcode		Postcode	
Phone No.		Phone No.	
Email		Email	

Bank Details		No. of Years Trading	
Bank		Company Reg No	
Branch		Nature Of Business	

Sole Trader or Partnership full name(s), private address(es) & Telephone No

Name		Name	
Address		Address	
Postcode		Postcode	
Phone No.		Phone No.	
Email:		Email:	

CREDIT ACCOUNT TERMS – 30 DAYS FROM DATE OF INVOICE

Authorised Signatory Only To Complete This Section:

I /We hereby request you to open account. I/We have read, understood and accept your terms and conditions of trade detailed overleaf and agree by your credit terms, which require payment within thirty days of invoice date.

MAXIMUM CREDIT REQUIRED £

Name (*Block capitals*)

Position

Signed:

Date

PLEASE ENCLOSE YOUR COMPANY LETTERHEAD WITH THIS FORM

Eagle Xpress (UK) Ltd. Conditions of Trading

Definitions

- 1a Company means Eagle Xpress (UK) Ltd, which includes without limitation Brentwood Dispatch and Eagle Xpress trades under these name.
1b Goods means any document or item of property including containers and packaging, consigned by the customer from one address to another.
1c Customer means any individual, firm, body corporate or unincorporated, association or any other body who engages the service of the company this includes the Customer's employee's representatives or agents.

General

- 2a Employees agents and officers of the Company have no authority to make oral or written representations warranties or promises about the Company's Business or Services which are inconsistent with these conditions and the Customer waives all rights which may otherwise arise in relying upon the same save where such representations warranties or promises are made fraudulently. Only a Director of the Company has the authority to vary these conditions and then only to the extent that the variation is expressed in writing to be a variation hereof.
2b The Company is not a common carrier, it may decline to provide services for such Customers and/or in relation to such Goods as the Company in its absolute discretion shall determine.
2c All invitations and quotations by the Company for the use of its services are given on the basis of prompt instructions given by the Customer to the Company and shall only remain open for instruction for a period of 7 days unless withdrawn or revoked or varied by the Company to enter into contractual relations with it and such instructions once accepted by the Company shall give rise to a binding contract between the parties governed by these conditions and the Customer will pay all charges of the Company for the business required whether or not the Company thereafter wishes to withdraw revoke or vary those instructions or otherwise makes it impossible for the Company to perform its obligation hereunder unless, in any case, the Company otherwise agrees in writing.
2d The Customer acknowledges and agrees that provisions in these conditions excluding or restricting any liability of the Company or allowing the Company to perform obligations differently or not at all are reasonable having regard to among other things the existence of other suppliers of similar services available to it before entering contractual relations with the Company.
2e Headings are for ease of reference only and do not affect the interpretation of these conditions.

Entire Agreement

- 3a all and any business undertaken, including any advice representation, or information given or service provided whether gratuitously or not by the Company is transacted subject to these conditions. Any Customer who objects to these conditions must prior to giving instructions inform the Company of its objections in writing and any such objection shall take effect only upon it being accepted in writing by a Director of the Company.
3b in matters of conflict between these conditions and any promotional brochures or other material of the Company these conditions shall prevail.

Company's Rights

- 4a The Company may subcontract all or any part of its business and/or services.
4b Subject to express written instructions given by the Customer, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage, and transportation of Goods. In the event that the Customer provides such instructions and if in the opinion of the Company it is at any stage necessary or desirable in the Customer's interests to depart from those instructions, the Company shall be at liberty to do so.
4c The delivery time of any goods is not guaranteed but we undertake to complete transit in reasonable time.
4d The Company may but is not obliged to obtain written acknowledgement of delivery of goods.

Customers Obligations

- 5a The customer warrants that it is either the owner or the authorised agent of the owner of the goods and that it is authorised to accept and is accepting these conditions not only for itself but also as an agent for and on behalf of all other persons who are or may thereafter become interested in the goods
5b The customer will ensure that the goods will be sufficiently secure and properly packaged and labelled and will be fit and safe to be carried.
5c The customer must ensure that the goods do not comprise or include weapons, ammunition, controlled drugs (within the meaning of the Misuse Drugs Act 1971 or any amendments to that act) industrial chemicals, noxious dangerous hazardous inflammable or explosive items
5d The Customer will be responsible for carefully checking the goods upon receipt.

Settlement Terms

- 6a Invoices will be paid within 30 days of the invoice date.
6b Where an invoice is more than 45 days overdue, then all outstanding invoices from the customer, whether or not due for payment, shall become payable.
6c Any queries on an invoice should be notified in writing within 15 days from date of Invoice.
6d Any customs duties or similar taxes shall be payable immediately by the customer to the company and shall not be subject to credit terms. The company reserves the right to demand payment of such sums in advance of them being incurred.

Exclusions and Limitation of Liability

- 7a Except under special arrangements previously agreed in writing the company will not accept or deal with bullion, cash, Tickets, Vouchers, precious stones, jewellery, valuables, glass products or other fragile items, antiques, pictures (including commercial artwork), spirits, alcohol, tobacco products, livestock or plants. The Customer undertakes not to deliver any such items to the company or cause the company to handle or deal with any such items otherwise than after making special agreements aforesaid and save only to the extent so agreed the company shall be under no liability whatsoever for or in connection with the goods or any loss or damage thereto however arising. Notwithstanding any special agreement aforesaid the customer will ensure that such goods may be lawfully collected carried stored delivered exported and imported into or from any country region or place without hindrance or undue delay and will indemnify and hold harmless the company from all fines penalties action claims damage losses costs and expenses whatsoever and however arising in any jurisdiction that may suffer or incur in consequence of any breach of any law or regulation permitted or procured by the customer through the acts or omissions of the company in performing services in relation to the goods.
7b (a) Instructions given to the company by telephone otherwise than as to the identity of customer, the identity of goods, the address for collection, the address for delivery and the class of service requested shall give rise to no obligation or duty of care upon the company whether or not those additional telephone instructions are in a whole or part performed or observed by the company.
7c (b) in providing suggestions or options or advice as to means of transportation services available physical or legal circumstances of carriage or other guidance howsoever described at any time to assist the customer to formulate instructions or otherwise the company shall be deemed to so provide for information purposes only and without giving any representation warranty or promise and without having any duty of care to the customer in respect thereof. The company shall not be liable for any such information provided or any representation warranty or promise made save where provided or made fraudulently.
7e The company will use and apply all reasonable efforts and endeavours to effect delivery of goods within a stipulated period of time as described in its marketing literature in force from time to time where in its option it is able to do so but in expressing any such opinion the company undertakes no duty of care towards and shall not be liable to the customer in respect of any failure to do so other than in accordance with these conditions.
7f It shall be the responsibility of the customer to satisfy itself that any load that he wishes to have carried by the company shall be suitable for conveyance in the vehicle or machine ordered by the customer and provided by the company and if the customer accepts the vehicle or machine offered by the company for the carriage of such load the company shall have no liability whatsoever for any loss or damage to such load arising from unsuitability of such vehicle or machine.
7g Subject to condition 7f the company shall have no liability in any circumstances for any lawful or unlawful detention of goods or for any direct loss. Damage or deterioration arising there from except where (a) the customer shall have specified to the company the nature of the goods and purpose of their transit and the company through its directors shall have agreed in writing with the customer a time schedule and specification in respect of the transit of the said goods (ab) It shall be proved that such detention, delay, loss, damage or determination was directly due to the negligence of the company.
7h Any claim for direct loss or damage made by the customer resulting from any delayed delivery misplaced delivery non delivery other breach of contract negligence or for any other reason shall be notified in writing to the company as soon as reasonably practicable and in any event within 7 days of the date when any information giving rise to a possible claim comes to the attention or ought reasonably to have come to the attention of the customer. Subject to conditions 7e and 7g and 7h. And except in respect of death or personal injury caused by the company's negligence where such claim is proven to be due to the failure or negligence of the company the company's liability shall be limited as follows: -
7i where the customer has selected one of the guaranteed delivery services offered by the company from time to time other than those specified in conditions below the company shall only be required to credit the customer's account with the value between the quoted charge for guaranteed delivery service selected by the customer and the value of the actual service provided by the company which credit shall be applied to the customer's account with the company. Where the customer has selected the same day or express ground courier service within mainland Britain the company's liability in respect of any one consignment shall not exceed the value of the goods carried on such service or £25,000 whichever is less, or where the customer has selected international or overnight courier services the company's liability to the customer in respect of any one consignment shall not exceed the declared value for such carriage of the goods or three times the charge payable to the company for such International or Overnight services whichever sum is the lesser subject always to a maximum liability of £100. The Company shall not be liable to the customer or be deemed to be in breach of any contract with the customer as a result of any delayed delivery misplaced delivery or non-delivery of goods or otherwise if due to any cause beyond the company's reasonable control. Without prejudice to the general of the forgoing the following shall be regarded as cause beyond the company's reasonable control: -

Any act of god including adverse weather conditions, fuel shortages, power failure, breakdown in machinery, any war, invasion, act of foreign enemy, hostilities, whether war is declared or not, civil war, rebellion, insurrection, military usurpation of governmental powers or confiscation, requisition, destruction of or damage to property, any riot, civil commotion, strikes, lockouts, trade disputes, general or partial stoppage or restraint of labour from whatever causes, any import or export regulations, embargoes or seizure of goods or company equipment under legal process, any act of omission of the customer or those for whom he contracts or the servants or agents or either, any inherent liability to wastage in bulk or weight patent or latent defect or natural deterioration of the goods inadequate or improper packing of the whole or part of the goods, insufficient or incorrect labelling or addressing of the goods, the addressee of the goods not accepting delivery, any marine risk, acts of omission of any independent contractor in any manner whatsoever. The company shall in no circumstances whatsoever have any other or greater liability to the customer whether in contract negligence or otherwise. For the avoidance of doubt the company shall not in any event be liable for any consequential special or indirect loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the company, its employees or agents or otherwise) which arise out of or in connection with the supply of the company's services.

Consumer's Rights

- 8a Subject to expressly provided in these conditions and except where a Customer is dealing with a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions or other implied by statute or common law are excluded to the fullest extent permitted by law. Where the Goods are delivered pursuant to a consumer transaction (as defined by the Consumer Transaction (Restrictions on Statements Order 1976) the statutory rights of the Customer are not affected by these conditions.

Governing Law

All agreements between the Company and the Customer shall be governed and construed in accordance with English Law and the parties hereby submit to the non-exclusive jurisdiction of the English courts

Risk and Title

Title to and risk in the goods will remain with the Customer until delivery to the Delivery Address.
The Customer shall be responsible for effecting and maintaining appropriate insurance in respect of the Goods whilst in transit.

Insurance

No insurance cover for Goods will be arranged by the Company unless a written request is received by the Company from the Customer prior to the Company accepting the Goods for conveyance.
No insurance cover for Goods shall be deemed or assumed to have been arranged by the Company unless and until written confirmation of the insurance cover arranged by the Company is received by the Customer and any such cover shall be effective from the date stipulated on such insurance cover and shall be subject to the terms of the insurance policy.