

TERMS OF CARRIAGE OF GOODS

E-DRIVE LOGISTICS (UK) LIMITED

1. Definitions and Interpretation

1.1 In these Terms of Carriage ("Terms"):

- **"Company"** means *E-Drive Logistics (UK) Limited*, registered in England and Wales.
- **"Customer"** means the sender of the Goods or any person who enters into a contract with the Company for the provision of delivery services.
- **"Consignee"** means the person to whom the Goods are addressed or delivered.
- **"Goods"** means any item or items accepted by the Company for carriage.
- **"Services"** means the collection, handling, transport, and delivery of Goods within the United Kingdom.
- **"Working Day"** means any day other than a Saturday, Sunday, or public holiday in England.

1.2 These Terms apply to all Services provided by the Company unless otherwise agreed in writing.

2. Contract Formation

2.1 A contract is formed when the Company accepts the Customer's booking or takes possession of the Goods, whichever occurs first.

2.2 These Terms override any terms proposed by the Customer unless expressly agreed in writing by the Company.

3. Scope of Services

3.1 The Company provides domestic parcel delivery services within the United Kingdom only.

3.2 Delivery times are estimates only and are not guaranteed unless expressly stated in writing.

4. Customer Obligations

4.1 The Customer warrants that:

- The Goods are properly described, correctly addressed, and adequately packaged for transport.
- The Goods comply with all applicable UK laws and regulations.
- The Goods do not include any Prohibited Items (see Clause 5).

4.2 The Customer is responsible for ensuring accurate delivery information and access to collection and delivery locations.

5. Prohibited and Restricted Items

5.1 The Company does not carry:

- Dangerous or hazardous goods (including but not limited to explosives, flammable materials, and toxic substances)

- Illegal items
- Firearms, ammunition, or weapons
- Live animals
- Perishable goods requiring temperature control (unless expressly agreed)
- Cash, precious metals, jewellery, or valuable documents

5.2 The Company may refuse, return, or dispose of Goods found to contain Prohibited Items without liability.

6. Packaging and Inspection

6.1 Goods must be securely packaged to withstand normal handling and transit.

6.2 The Company may inspect Goods to ensure compliance with these Terms.

6.3 The Company is not responsible for damage caused by inadequate packaging.

7. Delivery

7.1 Delivery may be made to the Consignee or left at a safe place at the delivery address unless the Customer instructs otherwise.

7.2 Proof of delivery may include a signature, photograph, or electronic confirmation.

7.3 The Company is not responsible for loss after delivery has been completed.

8. Charges and Payment

8.1 Charges are calculated based on size, weight, destination, and service level.

8.2 Payment must be made in accordance with the Company's invoice terms.

8.3 The Company reserves the right to charge additional fees for re-delivery, waiting time, or incorrect information.

9. Liability

9.1 The Company's liability for loss or damage to Goods is limited to **£75.00 per consignment** unless additional insurance has been purchased.

9.2 The Company shall not be liable for:

- Indirect or consequential loss
- Loss of profit, business, or goodwill
- Delay in delivery
- Loss caused by events beyond the Company's reasonable control

9.3 Nothing in these Terms excludes liability for death or personal injury caused by negligence or for fraud.

10. Claims

10.1 Any claim for loss or damage must be submitted in writing within **7 days** of delivery or the expected delivery date.

10.2 Claims must include sufficient evidence to support the claim.

10.3 Failure to comply with this procedure may invalidate the claim.

11. Insurance

11.1 Additional insurance may be available upon request and must be agreed prior to carriage.

11.2 Insurance does not cover Prohibited Items or inadequately packaged Goods.

12. Force Majeure

12.1 The Company shall not be liable for failure or delay caused by circumstances beyond its reasonable control, including but not limited to:

- Severe weather
 - Road closures
 - Industrial action
 - Acts of government
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13. Data Protection

13.1 The Company processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR).

13.2 Personal data will be used solely for the purpose of providing the Services.

14. Termination

14.1 The Company may refuse service or terminate the contract immediately if the Customer breaches these Terms.

15. Governing Law and Jurisdiction

15.1 These Terms are governed by the laws of England and Wales.

15.2 The courts of England and Wales shall have exclusive jurisdiction.

16. Amendments

16.1 The Company reserves the right to amend these Terms at any time.

16.2 Updated Terms will be published on the Company's website or provided upon request.

17. Returns Policy

17.1 Return Requests

The Customer may request the return of Goods to the original sender or an alternative UK address, subject to availability of the Company's Services.

17.2 Eligibility for Returns

Returns will only be accepted where:

- The Goods are already in the Company's possession or have been unsuccessfully delivered; and
- The return request is made within a reasonable time after the delivery attempt or completion of delivery.

17.3 Customer Responsibility

The Customer is responsible for:

- Providing accurate return instructions and addresses;
- Ensuring the Goods remain adequately packaged for return transit;
- All charges associated with the return, including collection, carriage, and any storage fees.

17.4 Undeliverable Goods

If Goods cannot be delivered due to incorrect address details, refusal by the Consignee, or lack of access, the Company may:

- Return the Goods to the Customer;
- Attempt re-delivery at the Customer's request; or
- Hold the Goods pending further instructions.

Additional charges may apply in all cases.

17.5 Unclaimed or Uninstructed Goods

Where the Company does not receive return or re-delivery instructions within **14 days**, the Company reserves the right to:

- Continue to store the Goods at the Customer's expense; or
- Dispose of or sell the Goods to recover outstanding charges, without further liability.

17.6 Prohibited Items and Returns

The Company will not return Goods containing Prohibited Items. Such Goods may be refused, returned at the Customer's expense, or disposed of in accordance with applicable law.

17.7 Liability for Returned Goods

The Company's liability for returned Goods is subject to the same limitations set out in Clause 9 (Liability) of these Terms.

17.8 Consumer Rights

Nothing in this Returns Policy affects any statutory rights available to consumers under UK law.

E-Drive Logistics (UK) Limited

Last updated: 01/12/2025