



Terms and Conditions of Service

The terms on which 24H Logistics Ltd provides collection, export, carriage and delivery services to its customers.

Document	Terms and Conditions of Service
Version	Version 2.0 (replaces the version dated January 2017)
Effective date	1 January 2023
Company	24H Logistics Ltd, registered in England and Wales, company number 07543220
Registered office	165 Robert Dashwood Way, London SE17 3PZ
Contact	0203 670 0424 · info@24hlogistics.com · www.24hlogistics.com
Governing law	England and Wales

Contents

Important notice: please read before you book

1. About us and these Terms
2. Definitions
3. Our role and the Carrier
4. Quotations, Bookings and Charges
5. Payment
6. Your promises to us
7. Labelling and documents
8. Packaging
9. Prohibited Items
10. No-Compensation Items
11. Collection, transit and delivery
12. Customs, duties, inspection and undeliverable Consignments
13. Standard Cover

14. Enhanced Cover
15. Limits and exclusions of liability
16. Claims
17. Cancellation and refunds
18. Your rights as a Consumer
19. Indemnity
20. Lien
21. Events outside our control
22. Data protection
23. Complaints
24. General
25. Governing law and jurisdiction
- Schedule 1: Prohibited Items
- Schedule 2: No-Compensation Items
- Document control

Important notice: please read before you book

These Terms limit and in some cases exclude our liability. Please read them carefully, in particular clauses 13 to 16. By placing a Booking, handing over a Consignment or using any of our Services, you agree to these Terms on your own behalf and on behalf of the Sender, the Recipient and anyone else with an interest in the Consignment.

The key points are:

- **We are a logistics and export company.** We export and transport Consignments through our own services and through independent Carriers. We do not open, count, inspect or verify the contents of any Consignment.
- **Standard Cover is limited to £50 per Consignment and applies only to the Total Loss of the whole Consignment.** See clause 13.
- **Standard Cover does not apply to Damage, to Partial Loss, to missing contents or to delay.** See clauses 13 and 15.
- **Enhanced Cover is available at an additional charge.** If your goods are worth more than £50 you should buy Enhanced Cover or arrange your own insurance before you send. See clause 14.
- **You are responsible for packaging.** Consignments must be packed to withstand automated sorting, stacking and long-distance transport. See clause 8.
- **Some items must not be sent, and some are carried entirely at your own risk.** See clauses 9 and 10 and Schedules 1 and 2.
- **Strict time limits and evidence requirements apply to claims.** See clause 16.
- **If you are a Consumer, nothing in these Terms removes rights that the law says cannot be removed.** See clause 18.

1. About us and these Terms

- 1.1** We are **24H Logistics Ltd**, a company registered in England and Wales under company number 07543220, with registered office at 165 Robert Dashwood Way, London SE17 3PZ ("**24HL**", "**we**", "**us**", "**our**").
- 1.2** You can contact us by telephone on 0203 670 0424, by email at info@24hlogistics.com, or by post at our registered office. Our working hours are 9.00 am to 6.00 pm (UK time), Monday to Friday, excluding public holidays.
- 1.3** These Terms apply to every quotation, Booking and Service, to the exclusion of any terms that you seek to impose or incorporate, or that are implied by trade, custom or course of dealing.
- 1.4** The version of these Terms published on our website at the time of your Booking applies to that Booking. We may amend these Terms from time to time; amendments do not affect Bookings already accepted.
- 1.5** No employee, agent or driver of 24HL or of any Carrier has authority to vary these Terms or to make any promise about a Consignment unless it is confirmed in writing by a director of 24HL.

- 1.6** If there is a conflict between these Terms and a Convention or other law that applies compulsorily and cannot be excluded, that Convention or law prevails to the extent of the conflict and the rest of these Terms continue to apply.
- 1.7** You accept these Terms by ticking the acceptance box or otherwise confirming a Booking, by paying any Charges, or by handing over a Consignment, whichever happens first. Acceptance by electronic means is binding. If you do not accept these Terms, you must not use our Services.

2. Definitions

2.1 In these Terms:

Term	Meaning
Booking	Your order for Services, placed through our website, app, telephone, email, at our premises or through an agent.
Business Customer	A Customer who is not a Consumer.
Business Day	Monday to Friday, 9.00 am to 6.00 pm UK time, excluding public and bank holidays in England and in any country of collection, transit or delivery.
Carrier	Any independent third party that collects, handles, stores, carries, clears or delivers a Consignment, including couriers, airlines, shipping lines, hauliers, handling agents and their subcontractors.
Carrier Conditions	The conditions of carriage, service guides and tariffs of the relevant Carrier in force when the Consignment is tendered.
Charges	Our charges for the Services, plus any surcharges, fees, duties, taxes and other sums payable under these Terms.
Consignment	One or more parcels, documents or items sent at one time from one Sender to one Recipient at one address under one Booking.
Consumer	An individual acting wholly or mainly outside their trade, business, craft or profession.
Convention	Any of the Montreal Convention 1999, the Warsaw Convention 1929 as amended, the CMR Convention 1956 and the Hague-Visby Rules, as given force of law in the United Kingdom, where it applies compulsorily to the carriage in question.
Customer, you	The person who places the Booking or on whose behalf it is placed, and who is responsible for paying the Charges.
Damage	Any physical damage to, deterioration of or defect in a Consignment or any of its contents, however caused.
Enhanced Cover	The optional increased limit of our liability described in clause 14.

Term	Meaning
No-Compensation Items	The items listed in Schedule 2.
Partial Loss	The loss, shortage or absence of some but not all of the contents of a Consignment, or of some but not all parcels in a Consignment, where any part of the Consignment or its packaging is delivered or made available for delivery.
Prohibited Items	The items listed in Schedule 1 and any item that a Carrier, or any applicable law, prohibits from carriage.
Recipient	The person to whom the Consignment is addressed.
SDR	A Special Drawing Right as defined by the International Monetary Fund.
Sender	The person from whom the Consignment is collected or who hands it over.
Services	The collection, export, carriage, customs presentation and delivery of Consignments, whether performed by us or by Carriers on our behalf, and any related services we agree to provide.
Standard Cover	The limit of our liability that is included in the Charges, described in clause 13.
Total Loss	The loss or destruction of the whole of a Consignment, meaning every parcel and all of its contents and packaging, confirmed in accordance with clause 13.3.

- 2.2** Headings do not affect interpretation. "Including" means "including without limitation". References to a statute include it as amended or replaced. "Writing" includes email.

3. Our role and the Carrier

- 3.1** We are a logistics and export company. We perform Services ourselves, including our own export, air cargo and courier services, and we also use Carriers as our subcontractors for all or any part of a journey. Carriers are independent businesses and are not our employees or partners.
- 3.2** We are not a common carrier. We may refuse any Booking or Consignment at our discretion, and we may choose the Carrier, the route and the method of transport.
- 3.3** Where a Carrier performs any part of a journey, the Carrier Conditions apply to that part and form part of the contract for your Consignment, and you authorise us to accept them on your behalf. They are available on each Carrier's website and from us on request, and you confirm that you have had the opportunity to read them.
- 3.4** The Carrier Conditions contain restrictions, limits of liability and claim deadlines. As between you and us, where these Terms and the Carrier Conditions differ, the provision that gives the greater protection to 24HL applies, so far as the law allows.
- 3.5** Consignments are handed to us sealed. Whether we carry a Consignment ourselves or through a Carrier, we do not open, count, test or verify what is inside it, except where a security or customs check requires. We rely entirely on the description, value and weight that you declare.

- 3.6** Transit times, collection windows and delivery dates are estimates only. They are not guaranteed and do not form part of the contract, unless we have expressly confirmed a guaranteed service in writing.
- 3.7** Tracking information is supplied by the Carrier. We pass it on in good faith and are not responsible for its accuracy or availability.
- 3.8** All enquiries and complaints about a Consignment must be addressed to us and not to the Carrier. We will liaise with the Carrier for you.
- 3.9** **We do not insure Consignments.** Neither Standard Cover nor Enhanced Cover is insurance. If you want insurance for your goods, you must arrange it yourself with an insurer before you send.
- 3.10** We may weigh, measure, scan and photograph any Consignment at any point. Those records are evidence of its weight, size and outward condition at that time.

4. Quotations, Bookings and Charges

- 4.1** A quotation is an invitation to place a Booking and is not an offer. A contract is formed only when we confirm your Booking or the Consignment is collected or accepted, whichever happens first.
- 4.2** Quotations are based on the weight, dimensions, contents, value, addresses and service level that you give us. Because Carrier rates, fuel surcharges and exchange rates change, a quotation is valid only on the day it is given unless we state otherwise.
- 4.3** Charges are calculated on the greater of actual weight and volumetric weight, as measured by us or the Carrier. The measurement recorded by the Carrier's equipment is the basis for the Charges unless you prove a manifest error.
- 4.4** You must pay any additional Charges that arise after the Booking, including for:
- weight or size greater than declared;
 - incorrect, incomplete or changed addresses (administration fee of £10 plus any Carrier charge);
 - failed collection because nobody was available or the Consignment was not ready (£10 plus any Carrier charge);
 - remote area, residential, oversize, non-conveyable or additional handling surcharges applied by the Carrier;
 - storage, redelivery, return, disposal or destruction;
 - customs duties, taxes, clearance, inspection and brokerage fees;
 - Prohibited Items (administration fee of £50 plus all costs, fines and Carrier charges);
 - re-labelling, re-packing or re-weighing.
- 4.5** Prices do not include customs duties, import taxes or clearance charges unless the Booking confirmation expressly says so.
- 4.6** If a price shown or quoted is obviously wrong, for example because of a system or typing error, we are not bound by it. We will tell you the correct price and you may then confirm or cancel the Booking.

5. Payment

- 5.1** Charges are payable in full and in cleared funds before collection, unless we have agreed a credit account in writing.
- 5.2** Additional Charges under clause 4.4 are payable within 7 days of our invoice. You authorise us to charge them to the payment method used for the Booking, after notifying you.
- 5.3** You remain liable for all Charges even if you asked us to collect them from the Recipient or a third party and that person does not pay.
- 5.4** All sums are payable without set-off, counterclaim, deduction or withholding. You may not withhold payment because of a claim or complaint. This clause 5.4 does not apply to Consumers to the extent that it would remove a right the law gives them.
- 5.5** If a Business Customer pays late, we may charge interest and fixed recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998. If a Consumer pays late, we may charge interest at 4% a year above the Bank of England base rate from the due date until payment.
- 5.6** We may suspend Services and hold Consignments while any sum is overdue (see clause 20).
- 5.7** You must raise any dispute about a Consignment or the Charges with us under clauses 16 and 23 before asking your card issuer or payment provider to reverse a payment. If a payment for a Service that we have performed is reversed, you must repay it together with any fee charged to us.

6. Your promises to us

- 6.1** Each time you place a Booking you promise that:
- you are the owner of the goods or are authorised by the owner, the Sender and the Recipient to accept these Terms on their behalf;
 - the description, quantity, weight, dimensions and value you have declared are complete and accurate;
 - the Consignment contains no Prohibited Items and complies with the laws of every country of origin, transit and destination, including export control, sanctions, customs, aviation security and dangerous goods rules;
 - the Consignment was prepared in secure premises by you or by someone you trust, and has been protected against interference;
 - the Consignment is packed and labelled in accordance with clauses 7 and 8;
 - the Recipient's name, full address, postcode, telephone number and email address are complete and correct;
 - all customs documents you provide are true, complete and sufficient for clearance;
 - you have told the Sender and Recipient how their personal data will be used and are entitled to give it to us.
- 6.2** We accept every Consignment in reliance on these promises. If any of them is untrue, we and the Carrier have no liability for that Consignment, so far as the law allows, and clause 19 (Indemnity) applies.

- 6.3 Sanctions and export control.** You promise that neither you, the Sender, the Recipient nor any other party to the shipment is subject to sanctions imposed by the United Kingdom, the United Nations, the European Union or the United States, and that the goods do not require an export or import licence that you have not obtained and shown to us. We may refuse, stop, hold or return any Consignment that we believe may breach sanctions or export control law, without liability.
- 6.4 Undeclared dangerous goods.** If a Consignment contains goods that are dangerous and were not declared to and accepted by us in writing, we, the Carrier or any authority may destroy or make them safe at any time, without notice and without liability, and at your cost.

7. Labelling and documents

- 7.1** Every parcel must carry the label and documents we provide, fixed securely to its largest flat surface, fully visible, and not placed over an edge, seam or fold. All old labels and barcodes must be removed.
- 7.2** You are responsible for the accuracy of everything on the label and documents. If the information is wrong or incomplete we may refuse or return the Consignment at your cost, and no refund is due.
- 7.3** If an address is wrong, we will charge the £10 administration fee in clause 4.4. If the correct information is not supplied within 24 hours of our request, the Consignment may be returned to the Sender at your cost.
- 7.4** We are not liable for any failure, delay, misdelivery or non-delivery caused by inadequate, inaccurate or illegible labelling or documents.

8. Packaging

- 8.1 Packaging is your responsibility in every case.** Consignments travel through automated sorting hubs, on conveyor belts and chutes, are stacked under other freight, and are exposed to vibration, pressure changes, temperature changes and repeated handling. They may fall from sorting height. You must pack every Consignment to withstand these conditions without damage to itself or to other freight.
- 8.2** As a minimum you must:
- use a new, rigid, double-walled cardboard box or equivalent strong outer packaging of a suitable size and strength for the weight;
 - wrap each item individually and cushion it on all sides with at least 5 cm of protective material so that nothing can move inside;
 - seal all seams and openings with strong packing tape (not string, paper, cling film or decorative wrap);
 - not strap or tape separate parcels together;
 - comply with any specific packaging guidance published by us or the Carrier for the type of goods.
- 8.3** Labels such as "Fragile", "Handle with care" or "This way up" do not change how a Consignment is handled and do not replace proper packaging.
- 8.4** Acceptance of a Consignment by us, a driver or a Carrier is not confirmation that its packaging is adequate. Any packaging, advice or assistance we provide is given as a courtesy and without liability.

- 8.5** Where a Consignment is delivered with its outer packaging intact, any Damage to the contents will be treated as resulting from inadequate internal packaging or from the nature of the goods, unless you prove otherwise.
- 8.6** We are not liable for Damage to the packaging itself, nor for any loss or Damage that results from packaging that does not meet this clause 8.

9. Prohibited Items

- 9.1** You must not send any Prohibited Item. The list in Schedule 1 is not exhaustive. Carriers and destination countries apply their own restrictions, which change without notice, and it is your responsibility to check them before you send.
- 9.2** If a Consignment contains or is suspected to contain a Prohibited Item, we and the Carrier may, without notice and without liability, refuse it, hold it, return it, hand it to the authorities, or dispose of or destroy it.
- 9.3** If you send a Prohibited Item:
- it is carried entirely at your own risk;
 - we have no liability whatsoever for loss, Damage, delay, seizure or destruction of the whole Consignment, so far as the law allows;
 - neither Standard Cover nor Enhanced Cover applies;
 - no refund of Charges is due;
 - you must pay the £50 administration fee and all costs, fines, penalties and Carrier charges that result, and clause 19 applies.

10. No-Compensation Items

- 10.1** The items in Schedule 2 are fragile, high-value, easily concealed or difficult to value. We will arrange carriage of them only on the basis that **they travel entirely at your own risk**.
- 10.2** No compensation of any kind is payable for loss of, or Damage to, a No-Compensation Item or any Consignment that contains one, and neither Standard Cover nor Enhanced Cover applies, unless we have agreed otherwise in writing for that specific Consignment before collection.
- 10.3** If you are not willing to accept that risk, do not send the item through us, or arrange your own insurance.

11. Collection, transit and delivery

- 11.1** Collections and deliveries take place on Business Days only. Collections must be requested through our website, app or by telephone and are processed within 24 hours. Collection normally takes place within 2 to 3 Business Days. In London, a collection requested before 3.00 pm will normally take place on the next Business Day.
- 11.2** You must make sure that someone is available with the Consignment packed, labelled and ready throughout the collection window. If a collection fails, the fee in clause 4.4 applies and you must contact us on 0203 670 0424 to rearrange.

- 11.3** Collection surcharges may apply in certain areas. We or the Carrier decide which areas are affected.
- 11.4** The Carrier may deliver to the Recipient or to any person who appears to have authority to accept delivery at the delivery address, to a neighbour, to a safe place, to a locker or to a collection point, in accordance with the Carrier Conditions and any instructions given by you or by the Recipient.
- 11.5** The Carrier's electronic record of delivery, including a signature, name, photograph or GPS record, is evidence of delivery. You agree not to dispute it solely because it is in electronic form.
- 11.6** **The Recipient must inspect the Consignment at the moment of delivery, before signing.** Any visible damage to, opening of or tampering with the outer packaging must be written on the Carrier's delivery record at that moment. Where a Consignment is received without such a note, it will be treated as delivered complete and in good condition, unless you prove otherwise.
- 11.7** We are not liable for any delay in collection, transit or delivery, however caused, so far as the law allows.

12. Customs, duties, inspection and undeliverable Consignments

- 12.1** **We are not a customs broker.** You appoint us and the Carrier as your agent solely to present the Consignment and your documents to customs. You remain the exporter or importer and are responsible for the accuracy of every declaration.
- 12.2** Duties, taxes and clearance charges are set by government authorities and are outside our control. They are payable by the Recipient. If the Recipient does not pay, you must pay them on demand, together with all storage, return, re-import and disposal costs.
- 12.3** Customs, security and other authorities, the Carrier and we may open, scan and inspect any Consignment at any time without notice. We are not liable for any loss, Damage, shortage or delay that occurs during or as a result of an inspection by an authority, or for any Consignment that is seized, detained, confiscated or destroyed by an authority.
- 12.4** A Consignment is undeliverable if, for example, the address is wrong or incomplete, the Recipient cannot be reached, refuses delivery or refuses to pay duties, it cannot clear customs, it contains a Prohibited Item, or its packaging has failed.
- 12.5** If a Consignment is undeliverable, or is refused by us or the Carrier under these Terms, we will try to contact you for instructions. You must pay all Charges for holding, storing and returning it. The original Charges are not refundable.
- 12.6** If you do not give us instructions and pay all sums due within the period stated in our written notice, we may sell or otherwise dispose of the Consignment in accordance with sections 12 and 13 of, and Schedule 1 to, the Torts (Interference with Goods) Act 1977. Where sums are owed to us that period is three months. We may deduct what you owe us and the costs of sale from the proceeds and will account to you for any balance. Perishable or hazardous goods may be disposed of immediately.
- 12.7** We have no liability for a Consignment disposed of under clause 12.6 or by a Carrier under the Carrier Conditions.
- 12.8** **Storage and forwarding.** Where we receive goods at our address for onward shipment, or hold goods in our warehouse, they are held at your sole risk. We do not check them against any order, invoice or seller's description, and we are not responsible for what a seller or supplier did or did not send. Clauses 13 to 16

apply to goods held by us in the same way as to goods in transit, with each delivery to us treated as one Consignment.

13. Standard Cover

- 13.1 Our prices are low because our liability is limited.** We do not know, and cannot check, what is inside a Consignment or what it is worth. You do. You are therefore in the best position to decide whether to buy Enhanced Cover or to insure the goods yourself. Our Charges are calculated on that basis.
- 13.2** Standard Cover is included in the Charges. Under Standard Cover, and subject to the rest of these Terms, **our total liability for a Consignment is limited to its Total Loss and to the lowest of:**
- the cost price of the goods to you, proved by a dated purchase invoice or receipt;
 - the declared value of the Consignment; and
 - **£50 per Consignment.**
- 13.3** A Total Loss occurs only where the Carrier, after completing its investigation, confirms in writing that the whole Consignment has been lost or destroyed while in its custody, or where the whole Consignment has not been delivered or located within 30 days after the Carrier opened its investigation.
- 13.4 Standard Cover does not apply to, and under Standard Cover we do not pay compensation for:**
- **Damage** of any kind, whether to the contents or the packaging, and whether visible or concealed;
 - **Partial Loss**, shortage or missing contents, where any part of the Consignment or its packaging has been delivered;
 - delay, late collection or late delivery;
 - No-Compensation Items and Prohibited Items;
 - the Charges paid for carriage, which are not refundable once a Consignment has been collected, except under clause 15.2.
- 13.5** The reasons for clause 13.4 are as follows. Consignments are handed over sealed. Neither we nor the Carrier count or record their contents. The only objective records are the Carrier's scan history, its recorded weight and the delivery record. It is therefore not possible for us to verify a claim that a Consignment was delivered with items missing or damaged, and the risk of such events is one that only you can assess and insure.
- 13.6** Where a Consignment has been delivered with its outer packaging and seals intact, and no discrepancy was noted on the delivery record under clause 11.6, it will be treated as having been delivered complete, unless you prove otherwise by clear evidence that originates from the Carrier or another independent source.
- 13.7** None of the following is a Total Loss: a Consignment that is delivered damaged, opened or incomplete; a Consignment of several parcels of which at least one is delivered; a Consignment that the Recipient refuses, fails to collect or abandons; a Consignment held, seized or destroyed by an authority; a Consignment that is returned to the Sender; or a Consignment that is delivered late.
- 13.8** Refusing or abandoning a Consignment does not create any right to compensation or to a refund of the Charges.

14. Enhanced Cover

- 14.1** You may ask us for Enhanced Cover before the Consignment is collected. Enhanced Cover applies only if it is shown on your Booking confirmation and you have paid the additional charge before collection. It cannot be added afterwards.
- 14.2** Enhanced Cover raises the limit in clause 13.2 from £50 to the declared value shown on your Booking confirmation, up to the maximum available for the service and destination chosen.
- 14.3** Enhanced Cover applies to Total Loss. It applies to Damage or Partial Loss only where your Booking confirmation expressly says so, and then only on the conditions stated there.
- 14.4** Under Enhanced Cover we pay the lowest of the declared value, the cost price proved under clause 13.2 and the cost of repair. We may deduct any applicable excess shown at Booking.
- 14.5** Enhanced Cover is an agreed increase in the contractual limit of our liability. It is not a contract of insurance. It never applies to No-Compensation Items, Prohibited Items, delay or any loss excluded by clause 15.
- 14.6** If you declare a value lower than the true value of the goods, you accept the risk of the difference.

15. Limits and exclusions of liability

- 15.1 Liability we do not exclude.** Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited. If you are a Consumer, see also clause 18.
- 15.2 Consumers.** If you are a Consumer and we fail to perform a Service with reasonable care and skill, the limit in clause 13.2 will not be less than the Charges you paid for that Consignment.
- 15.3 Conventions.** Where a Convention applies compulsorily to the carriage, liability for loss, damage or delay is governed and limited by that Convention and not by clauses 13 and 14, unless Enhanced Cover gives a higher limit. At the date of these Terms the Montreal Convention limit for cargo is 26 SDR per kilogram and the CMR limit is 8.33 SDR per kilogram.
- 15.4 Losses we are never liable for.** So far as the law allows, we are not liable, in contract, tort (including negligence), bailment, breach of statutory duty or otherwise, for any:
- loss of profit, income, revenue, sales, business, contracts, customers, goodwill or opportunity;
 - loss of use, loss of market, wasted expenditure or cost of alternative transport;
 - penalties, chargebacks, refunds or compensation that you owe to anyone else;
 - indirect, special or consequential loss;
 - sentimental value, distress or inconvenience;

whether or not we were told that such loss might occur. If you are a Consumer, we are liable only for loss that was a foreseeable result of our breach, and we supply the Services for private use only.

- 15.5 Events we are never liable for.** So far as the law allows, we are not liable for any loss, Damage, delay, misdelivery or non-delivery caused or contributed to by:

- your act or omission, or that of the Sender, the Recipient or anyone acting for them, including any breach of clause 6;
- insufficient or unsuitable packaging, labelling, addressing or documentation;
- the nature of the goods, inherent defect, fragility, wear and tear, leakage, perishing, or sensitivity to temperature, pressure, humidity or vibration;
- electrical, electronic or mechanical derangement, or loss or corruption of data, where the outer packaging is not damaged;
- any act or omission of customs, security, police or other authorities, including inspection, seizure, detention or destruction;
- delivery in accordance with clause 11.4 or with instructions given by you or the Recipient;
- theft or loss after delivery;
- any event described in clause 21.

15.6 Carrier limits. Where loss, Damage or delay occurs while a Consignment is in the custody of a Carrier, then, for Business Customers, our liability will not in any case exceed the amount that we actually recover from that Carrier for that Consignment under the Carrier Conditions. We will take reasonable steps to pursue that recovery if you have complied with clause 16.

15.7 Overall limit. Subject to clauses 15.1 to 15.3, our total liability arising out of or in connection with a Consignment, however it arises, will not exceed the limit in clause 13.2 or, where Enhanced Cover applies, clause 14.2.

15.8 Who can claim. Only the Customer may bring a claim against us. We owe no duty to the Sender, the Recipient or any other person, and the Contracts (Rights of Third Parties) Act 1999 does not apply to these Terms except as stated in clause 15.9.

15.9 Protection of others. Every exclusion, limit and defence in these Terms also protects our directors, employees, agents, Carriers and subcontractors, each of whom may rely on and enforce this clause 15. You must not bring a claim against any of them that imposes a liability greater than ours under these Terms.

15.10 Reasonableness. You confirm that you have read clauses 13 to 15, that you had the opportunity to buy Enhanced Cover or arrange your own insurance, and that the limits are reasonable given the Charges and the fact that only you know the nature and value of the goods.

15.11 If a limit does not apply. Each sub-clause of clauses 13 to 15 is separate. If a court finds that any of them cannot be relied on in a particular case, the others continue to apply, and our liability in that case is limited to the lowest amount that the law permits and in any event to the limit in clause 13.2 or 14.2.

15.12 Your insurers. If you insure the goods, you must make sure that your insurer has no greater rights against us, our employees, agents, Carriers and subcontractors than you have under these Terms. Any claim brought by or in the name of your insurer is subject to every limit, exclusion, condition and time limit in these Terms.

16. Claims

16.1 Compliance with this clause 16 is a condition of any claim. The Carriers impose strict deadlines on us. If you do not comply, we lose the ability to recover from the Carrier, and so far as the law allows we will have no liability.

16.2 Time limits. You must notify us in writing, by email to info@24hlogistics.com or by post to our registered office:

Type of claim	Deadline for written notice
Non-delivery or Total Loss	Within 21 days after the date of collection or hand-over
Any claim relating to a delivered Consignment, where a claim is permitted under these Terms	Noted on the delivery record at the time of delivery under clause 11.6, and notified to us within 7 days after delivery
Disputed Charges or invoice	Within 14 days after the date of the invoice

16.3 Where a Convention or other mandatory law gives a longer period for notice, that longer period applies.

16.4 Claim form and evidence. Within 14 days after your notice you must send us our completed claim form together with:

- the consignment or tracking number and the date of dispatch;
- your name, address, telephone number and email address, and those of the Recipient;
- proof of dispatch;
- a full description of the contents, including make, model and serial number;
- proof of cost price, being the original dated purchase invoice or receipt and proof of payment (a valuation, listing price or estimate is not sufficient);
- details of the weight and of the internal and external packaging used;
- at least two clear photographs of each parcel showing all six sides, the shipping label and the consignment number, and photographs of the internal packaging and contents;
- for any claim relating to a delivered Consignment, a copy of the delivery record showing the note made at delivery, and a written repair estimate where relevant;
- any other information that we or the Carrier reasonably request.

16.5 Preservation. You must make sure that the Consignment, all of its contents and all internal and external packaging are kept exactly as delivered and made available for inspection by us or the Carrier until the claim is concluded. If they are not, the claim will be rejected.

16.6 Proof. It is for you to prove your claim, including that the goods were in the Consignment, their condition when handed over, their cost price and that the packaging complied with clause 8.

16.7 Handling. We will submit the claim to the Carrier and aim to give you a decision within 30 Business Days after we receive all the information required. Carrier investigations can take longer and we will keep you informed.

16.8 Rejection. We may reject a claim where these Terms are not complied with, including for insufficient packaging, incorrect labelling or address, incomplete or inaccurate customs or dispatch documents, inaccurate description or value of the goods, Prohibited Items or No-Compensation Items, late notice, or

missing evidence.

- 16.9 One claim, full and final.** Only one claim may be made per Consignment. Acceptance of any payment is in full and final settlement of all claims relating to that Consignment against us and the Carrier. Payment is made without admission of liability.
- 16.10 Charges first.** We are not obliged to deal with a claim until all Charges owed by you have been paid. You may not deduct a claim from Charges.
- 16.11 Salvage.** If we pay a claim for a Consignment, ownership of the goods passes to us on payment, and if the Consignment is later found you must either accept it and repay us, or allow us to keep it.
- 16.12 False claims.** If any claim is fraudulent, exaggerated or supported by false documents, it will be rejected in full, we may recover our costs from you, and we may report the matter to the authorities.
- 16.13 Time bar.** If you are a Business Customer, any right to bring proceedings against us ends unless proceedings are issued and served within 9 months after the date of delivery or, if there was no delivery, the date on which delivery should have taken place. Where a Convention sets a different period, that period applies.

17. Cancellation and refunds

- 17.1** You may cancel a Booking free of charge at any time before collection by emailing info@24hlogistics.com with your Booking reference.
- 17.2** Our Services are automated. Once a Consignment has been collected or handed over it enters the Carrier's network immediately, the Service cannot be cancelled and the Charges are not refundable.
- 17.3** If you ask us to stop or recall a Consignment after collection, we will try to do so but cannot guarantee it. You must pay a cancellation fee of 10% of the Charges together with all Carrier charges for interception, storage and return.
- 17.4** Refunds that are due are made to the original payment method within 5 Business Days after we confirm the cancellation.
- 17.5 Consumers buying online or by telephone.** Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you may have a right to cancel within 14 days after the Booking. By booking a collection within that period you expressly ask us to start the Service during it. You accept that you must pay for the Service supplied up to the time you cancel, and that the right to cancel is lost once the Service has been fully performed.

18. Your rights as a Consumer

- 18.1** If you are a Consumer, you have legal rights under the Consumer Rights Act 2015, including that our Services will be performed with reasonable care and skill. Nothing in these Terms affects those rights or any other right that cannot lawfully be excluded or restricted.
- 18.2** Where these Terms say "so far as the law allows", they apply to a Consumer only to the extent permitted by the Consumer Rights Act 2015.
- 18.3** Advice about your legal rights is available from Citizens Advice or Trading Standards.

19. Indemnity

- 19.1** You must pay us on demand, and hold us harmless against, all losses, liabilities, claims, costs (including legal costs), fines, penalties, duties, taxes and Carrier charges that we incur as a result of:
- any breach by you of these Terms, in particular clauses 6 to 9;
 - any Prohibited Item or undeclared dangerous goods in a Consignment;
 - any damage or injury caused by a Consignment to people, property or other freight;
 - any claim brought against us or a Carrier by the Sender, the Recipient, the owner of the goods or any other person in respect of a Consignment, to the extent that it exceeds our liability under these Terms;
 - any duties, taxes or charges that the Recipient fails to pay;
 - our acting on your instructions.
- 19.2** If you are a Consumer, clause 19.1 applies only to losses that were caused by your breach of these Terms or your negligence and that were a foreseeable result of it.

20. Lien

- 20.1** We have a general and particular lien over every Consignment and document in our or a Carrier's possession for all sums that you owe us on any account.
- 20.2** If those sums are not paid within 28 days after written notice, we may sell the Consignment as your agent, apply the proceeds to the debt and the costs of sale, and account to you for any balance. You remain liable for any shortfall.

21. Events outside our control

- 21.1** We are not in breach of these Terms and are not liable for any loss, Damage, delay or failure to perform caused by an event outside our reasonable control or that of the Carrier.
- 21.2** Such events include: adverse weather, flood, fire, earthquake and other natural events; epidemic or pandemic; war, terrorism, riot and civil unrest; strikes and industrial action (including of Carrier staff); acts or omissions of customs, aviation, port, police or other authorities; sanctions and embargoes; road, air, rail or sea traffic disruption, accidents, mechanical breakdown, flight cancellation or delay; airport, port or border closure; criminal acts of third parties, including theft and robbery; cyber attack and failure of IT, power or communication systems.

22. Data protection

- 22.1** We process personal data in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018, and as described in our Privacy Policy.
- 22.2** To perform the Services we share the names, addresses and contact details of Senders and Recipients with Carriers, customs authorities and agents, including in countries outside the United Kingdom.

23. Complaints

- 23.1** If you are unhappy with our Service, please email info@24hlogistics.com or write to our registered office with your Booking reference. We aim to acknowledge complaints within 5 Business Days and to respond in full within 30 Business Days.
- 23.2** A complaint is not a claim. Claims must be made under clause 16 and within its time limits.

24. General

- 24.1 Entire agreement.** These Terms, the Booking confirmation and the Carrier Conditions are the whole agreement between us for a Consignment. You have not relied on any statement, promise or advertisement that is not set out in them. This does not exclude liability for fraud.
- 24.2 Severance.** Each clause and sub-clause operates separately. If a court or authority decides that any of them is unlawful or unenforceable, in whole or in part, or in relation to a particular type of Customer, the rest remain in full force.
- 24.3 No waiver.** If we delay in enforcing these Terms, or choose not to enforce them on one occasion, we can still enforce them later.
- 24.4 Transfer.** We may transfer our rights and obligations to another organisation and may subcontract any Service. You may not transfer yours without our written consent.
- 24.5 Notices.** We may send notices to the email address or postal address given in your Booking. Email notices are treated as received on the next Business Day.
- 24.6 Records.** Our electronic records and those of the Carrier, including scans, weights, images, timestamps and call or message logs, are admissible as evidence of the facts they record.
- 24.7 Language.** These Terms are made in English. If they are translated, the English version prevails.
- 24.8 Costs of recovery.** If you are a Business Customer, you must pay the reasonable legal and collection costs that we incur in recovering any sum you owe us or in enforcing these Terms against you.
- 24.9 Conduct.** We may refuse or end Services to anyone who is abusive or threatening towards our staff or a Carrier's staff, or who we reasonably believe has made a false Booking, declaration or claim.

25. Governing law and jurisdiction

- 25.1** These Terms, every Booking and any dispute or claim arising out of or in connection with them, including non-contractual disputes, are governed by the law of England and Wales.
- 25.2** The courts of England and Wales have exclusive jurisdiction. If you are a Consumer resident in Scotland or Northern Ireland, you may also bring proceedings in the courts of your home nation, and you keep the benefit of any mandatory protection of the law of the country where you live.
- 25.3** Before starting proceedings, each of us will give the other written details of the dispute and 14 days in which to try to resolve it. If it is not resolved, each of us will consider in good faith an offer by the other to refer it to mediation. Nothing in this clause prevents either of us from issuing proceedings to protect a time limit.

Schedule 1: Prohibited Items

The following must not be sent. This list is not exhaustive and may be updated at any time. Carriers and destination countries apply further restrictions.

- Dangerous, hazardous, flammable, toxic, corrosive, oxidising, explosive or radioactive goods and materials, and anything classified as dangerous goods under IATA, ICAO, ADR or IMDG rules
- Aerosols, gases (compressed, liquefied or dissolved under pressure), chemical products
- Perfumes, aftershave, nail varnish and nail polish
- Liquids
- Batteries, including lithium batteries sent on their own, and damaged or recalled batteries
- Firearms, ammunition, weapons of any kind, replicas and their parts
- Illegal drugs, controlled substances, and tobacco or vaping products where restricted
- Counterfeit goods and goods that infringe intellectual property rights
- Money, including cash, bank notes, coins, credit or debit cards, cheques, travellers' cheques, vouchers and other negotiable instruments
- Pre-paid phone cards and activated SIM cards
- Passports, identity documents, birth and death certificates, and financial documents
- Tickets, including airline tickets and lottery tickets
- Jewellery, precious metals and precious stones
- Antiques and works of art with a value above USD 1,000
- Alcohol
- Perishable goods, and food or beverages that require refrigeration or temperature control
- Flowers, plants and plant material
- Live animals, livestock, animal skins and animal parts, including ivory and ivory products
- Human remains and body parts
- Engines, gearboxes and any item containing fuel or oil
- Unpackaged or damaged goods
- Mobile phones addressed to Colombia
- Pornographic or obscene material
- Any item whose carriage, export or import is prohibited by any applicable law, sanction or embargo

Schedule 2: No-Compensation Items

The following may be sent but travel entirely at your own risk under clause 10. No compensation is payable for their loss or Damage, and neither Standard Cover nor Enhanced Cover applies.

- Glass, mirrors, crystal, porcelain, ceramics, china (including vases and pots), stone, marble, resin and any other fragile item
- Televisions, monitors and screens of any type (LED, LCD, OLED, plasma, CRT)
- Laptops, computers, tablets, mobile phones, smart watches and other electronic devices, and their components

- Data, software and any information stored on any device or medium
- Watches and fashion accessories of high value
- Musical instruments
- Paintings, pictures, frames, sculptures and collectables
- Furniture, including flat-packed furniture
- Motor vehicle parts and accessories
- Pharmaceutical products, including prescription medicines
- Non-perishable food items
- Important documents
- Souvenirs and items of sentimental value
- Retail stock, samples and items sent for exhibition or resale

Document control

These Terms replace the version dated January 2017 and are reviewed at least once every 12 months.

24H Logistics Ltd. Registered in England and Wales, company number 07543220. Registered office: 165 Robert Dashwood Way, London SE17 3PZ. Telephone: 0203 670 0424. Email info@24hlogistics.com.