

JCA Terms & Conditions of Carriage

1. All and any business undertaken, including any advice, or information given or service provided whether gratuitously or not by JCA Couriers of 27 All Saints Avenue, Maidenhead Berkshire SL6 6LX hereinafter called "the Company" is transacted subject to the conditions hereinafter set out and each condition shall be deemed to be incorporated in and be a Condition of any agreement between the company and its customers.
2. In these conditions of trading (hereinafter called "these Conditions") the company means and (unless the context precludes the same) includes the company's servants, agents and any persons carrying goods under any contract with the company. "Customer" means any person who contracts for the services of the company and includes the Customer's servants and agents.
3. The Company is not a common carrier and will accept goods for carriage only on these conditions.
4. No agent of or person employed by or under contract with the Company has the authority to alter or vary in any way these conditions unless previously expressly authorised to do so by the company in writing.
5. If any legislation is compulsorily applicable to any business undertaken, these conditions shall as regards such business be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if part of these conditions be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.
6. Customers entering into transactions of any kind with the Company for the carriage of goods expressly warrant that they are either the owners or the authorised agents of the owners of any goods to which the transaction relates and further warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods.
7. Any instructions or business accepted by the Company may in the absolute discretion of the Company be fulfilled by the Company itself by its servants performing part or all of the relevant services or by the Company employing or instructing or entrusting the carriage of goods to others to perform part or all of the services.
8. Subject to express instructions given by the client, 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. Further if in the opinion of the Company it is at any stage necessary or desirable in the Customers interest to depart from those instructions, the Company shall be at liberty to do so.
9. The Customer warrants that all goods entrusted to it for carriage have been properly and sufficiently packed, labelled and or prepaid.

10. All offers and quotations by the Company for its services are given on the basis of prompt acceptance by the Customer and shall only remain open for acceptance for a period of seven days unless revoked, withdrawn, or verified by the Company prior to such acceptance.
11. All credit accounts are invoiced weekly with statements being rendered monthly which are subject to settlement within 14 days of the date of the statement. Where payment is not received by that date the Company reserves the right to impose a surcharge on all outstanding balances at the rate of 3% per month and debit any discount given.
12.
 - 12.1. The Company shall only be responsible for any loss or damage for any non delivery or misdelivery if it is proved that the loss, damage, non-delivery or misdelivery occurred whilst the goods were in actual control and such loss, damage, non-delivery or misdelivery was due to the negligence or default of the company and in the event of the Company providing transport the carriage of such goods shall be solely at the risk of the Customer and the Company shall incur no liability of any kind in respect thereof, and the Customer is advised to insure against such risks.
 - 12.2. The Company shall only be liable for any non-compliance or mis-compliance with instructions given to it if it is proved that the same was caused by the negligence or default of the Company.
 - 12.3. Save as aforesaid the Company shall be under no liability whatsoever however arising, and whether in respect of or in connection with any goods or any instructions, business, advise , information or service or otherwise.
 - 12.4. It shall be the responsibility of the Customer to satisfy himself 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 will accept no liability whatsoever for any loss or damage to such load arising from the unsuitability of such vehicle or machine.
 - 12.5. Without prejudice to the generality of the foregoing, in the absence of an express agreement by the Company's general manager the Company can under no circumstances whatsoever accept any responsibility for any delay to goods not due to the negligence or default of the Company.
 - 12.6. Further and without prejudice to the generality of the preceding sub condition the Company shall not, whether under sub-conditions (i) or (ii) or otherwise, be under any liability whatsoever for any detention of goods or for any consequential loss, damage or deterioration arising therefrom 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 general manager shall have agreed in writing with the Customer a time schedule and specification in respect of the transit of the respect of the said goods (b) it shall be proved that such detention, delay, loss, damage or deterioration was due to the negligence of the Company.

13. In no case whatsoever shall any liability of the Company however arising and notwithstanding any lack of explanation exceed the value of the relevant goods or £50.00 per consignment whichever is the less.
14. In any event the Company shall be discharged from all liability for loss from a package or an unpacked consignment or for the loss or non-delivery of the whole of a consignment or for damage or mis-delivery (however caused) unless the Company is advised thereof in writing within 7 clear days and a quantified claim is made in writing within 28 days after the end of the transit of the consignment.
15. The Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods he shall be liable for all loss or damage whatsoever caused by or to or in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or by any other person in whose custody they may be at the relevant time.
16. Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coins, precious stones, jewellery, valuable antiques, pictures, (excluding commercial artwork) livestock or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with the goods however arising.
17. All sums shown to be due to the Company on its invoices sent to the Customer shall be paid to the Company immediately when due without any deductions and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.
18. All agreements between the Company and its Customers shall be governed by English Law and be within the exclusive jurisdiction of the English Courts.