

Terms and conditions

1. Terms and Conditions of Carriage - with effect from 06 August 2020

Please note that the customer will not in all circumstances be entitled to compensation, or to full compensation. For any loss and is therefore recommended to seek professional advice as to appropriate insurance cover to be maintained while consignments are in transit.

Online Simplicity Ltd. (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 authorized in writing to do so by a Director, Principal Partner or other authorised person. If any legislation is compulsory applicable to the Contract and any part of these Conditions is incompatible with such legislation, such part shall, as regards the Contract, be overridden to that extent and no further.

2. DEFINITIONS

Account means a Customer account registered with the Carrier containing Customer-specific information, including but not limited to a Customer's name, contact information, payment card details and Booking history.

Account Booking means a Booking made by a Customer with an Account.

Booking means a booking for the carriage of a Consignment placed by a Customer with the Carrier via telephone, email or Online

Carrier means Online Simplicity Limited trading as Online Simplicity Couriers

CMR Convention means the United Nations Convention on the Contract for the International Carriage of Goods by Road.

Conditions means these conditions of carriage, which shall apply to the contract of carriage between the Customer and the Carrier.

Contract means the contract of carriage between the Customer and the Carrier.

Consignee means the legal or natural person to whom the Carrier contracts to deliver the Consignment.

Consignment means goods or property whether a single item or in bulk, whether or not contained in separate parcels, packages, containers or envelopes including any paper and documents, or any number of separate items, parcels, packages or containers sent at one time in one load to be delivered by the Carrier for the Customer to the Consignee.

Customer means the legal or natural person who contracts for the services of the Carrier including any other carrier who gives a Consignment to the Carrier for carriage.

Dangerous Goods means goods as individually defined in the Carriage of Dangerous Goods by Road Regulations 1996 (as amended, re-enacted or extended from time to time), explosives, radioactive material and any other goods presenting a similar hazard.

Data Protection Legislation means data protection legislation in force from time to time in the United Kingdom. It shall include the Data Protection Act 2018 (for so long as it remains in force), the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK and any successor legislation to this regulation applicable and in force from time to time.

Excluded Goods means goods which may be carried by the Carrier pursuant to clause 5.9 which shall include, without limitation, precious stones, precious metals, watches, jewellery, glass, furs, china, art, antiques, prescription drugs, fragile and perishable goods, money, vouchers, travellers cheques, bearer bonds, bills of exchange, promissory notes, stamps, photographs, documents of title to property, bank, credit, pre-pay or other store cards with a cash equivalent value, spirits, tobacco and cigarettes and any other goods which the Carrier may at its sole discretion deem to be valuable.

Non-Account Booking means a Booking made by a Customer without an Account.

Online means Bookings and Booking enquiries made by the Customer Online via the Website.

Personal Data has the meaning given to it in the Data Protection Legislation.

Prohibited Items shall have the meaning ascribed to it in clause 5.9 and 5.10

Website means the Carriers website located at www.onlinesimplicity.co.uk

Working Day means any day other than a Saturday or Sunday or a public or bank holiday in England.

3. Parties and Sub-Contractors

3.1 The Customer warrants that he is either the owner of the Consignment or is authorised by such owner to accept these Conditions on such owner's behalf.

3.2 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 upon request.

3.3 The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in (3.2) above and such other carriers' servants and agents and every reference in these Conditions 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.

3.4 Notwithstanding Condition 3.2(3.3) the carriage of 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 Consignment. The Carrier shall be under no liability whatever to whomsoever and howsoever arising in respect of such carriage: Provided that where the Consignment is 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 Consignment was being carried by road unless the contrary is proved by the Carrier.

4. GENERAL

4.1 The Carrier provides an all-encompassing Consignment service to the Customer, which can include but is not limited to the carriage of Consignments, a booking service, account management support, tracking of deliveries, reporting of deliveries, as well as other features agreed between the Carrier and its Customer from time to time. The Customer acknowledges that for the carriage element of its service, the Carrier will engage an employee, agent or subcontractor.

4.2 The Carrier is not a common carrier and accepts at its sole discretion the carriage of Consignments subject only to these Conditions. Subject to clause 4.6 and 4.7, these Conditions shall apply to the exclusion of any other terms and conditions (including those of the Customer) unless agreed in writing by a Director of the Carrier. Subject always to clause 14.2, no employee, agent or subcontractor of the Carrier is authorised to alter or vary these Conditions.

4.3 The Customer acknowledges and agrees that the Conditions excluding or restricting any liability of the Carrier are reasonable having regard to the existence of alternatives and other carriers available to it.

4.4 The Customer warrants that it has full power and authority to enter into and perform its obligations under these Conditions.

4.5 The Carrier reserves the right to withdraw the Website and the facility to place Bookings Online without prior notice and also to refuse to accept and/or perform any orders placed thereon.

4.6 The Carrier and Customer acknowledge and agree that the CMR Convention and the standardised terms and conditions set out in the CMR Convention shall, to the exclusion of these Conditions, govern as matter of law any carriage by the Carrier of a Consignment by road, where the points of collection and delivery of the Consignment are located in different countries, of which at least one is a signatory to the CMR Convention. The CMR Convention shall not as a matter of law govern any carriage of a Consignment (a) between the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man; (b) under the terms of any international postal convention; or (c) in the context of furniture removal.

4.7 Where a Customer contracts with the Carrier as a consumer in a private non-commercial capacity, these Conditions shall be read in conjunction with the terms and conditions set out in Appendix 1.

5. CONSIGNMENT

5.1 Each Booking by the Customer with the Carrier shall be submitted by the Customer to the Carrier via telephone, email, or Online.

5.2 The Carrier shall provide the Customer with a quotation for the carriage of the Consignment in question and such quotation shall be valid for a period of 7 days or

such other period as the Carrier may specify. The Carrier shall provide written quotations to the Customer upon request. All Bookings are subject to acceptance by the Carrier and the Carrier reserves the right to refuse to accept any Bookings. All Bookings are subject to and governed by these Conditions, shall be deemed to be a separate and independent contract and the Carrier reserves the right to amend any Booking at any time upon notice to the Customer.

5.3 The contract between the Customer and Carrier in respect of a Booking (the **Contract**) will be formed when the Carrier confirms receipt of that Booking. Customers should note that their Booking will not have been accepted by the Carrier until the time of such confirmation.

5.4 Additional charges (including, without limitation, time charges for waiting and/or loading) may be imposed by the Carrier (and the Customer shall pay such charges) if the Carrier is prevented from performing its obligations under these Conditions by reason of the acts and/or omissions of the Customer.

5.5 Unless agreed otherwise by the Carrier, the Consignment shall only be delivered to the address specified by the Customer at the time of Booking and the Carrier reserves its right to vary its charges by written notice to the Customer following any variation of the delivery address by the Customer.

5.6 All quotations for the Carriers charges are calculated in accordance with the length of the journey for the shipment, the dimensions and gross weight of the Consignment and the type of Consignment service specified in the Booking. The Carrier offers a range of Consignment services including, without limitation, same day, overnight and international deliveries. The Carrier will calculate its quotation to the Customer and charge the Customer based on the mileage required to undertake the requested journey (as determined by an industry standard form of measurement and subject to an agreed tolerance level of $[+/-5\%]$ of the total mileage for the requested journey). Further details of the Carriers charges and standard Consignment services are available upon request.

5.7 If the Customer requires additional services over and above the Carriers standard carriage of Consignments, the Customer should contact the Carrier to discuss this.

5.8 Whilst the Carrier will take reasonable steps to fulfil the Customers additional requirements if the additional services involve supervision, direction or control as to the manner in which the Carriers services are performed the Customer must contact the Carrier in advance as the Customer may be required to agree additional charges in advance with the Carrier.

Excluded Goods

5.9 If the proposed Consignment contains Excluded Goods, the Customer must notify the Carrier at the time of Booking as to the content and value of such Consignment of Excluded Goods and the Carrier may (in its sole discretion) elect to carry such Excluded Goods. Except as set out in clause 17.1, the Carrier shall not be liable to the Customer for any loss, however caused, unless the Carrier has agreed in writing to the Customer to accept such liability. The Carrier reserves the right to charge the Customer (and the Customer shall pay) an additional sum for the carriage of the Consignment of Excluded Goods and will inform the Customer of such sum prior to

accepting the Booking. If the Customer fails to so inform the Carrier in accordance with this clause 5.9, such Consignment will be delivered solely at the Customer's risk and the Customer shall indemnify and keep the Carrier indemnified against any and all losses, damages, claims, liabilities, costs and expenses (including, without limitation, legal costs and expenses) suffered or incurred by the Carrier arising out of, or in connection with, the delivery of the Consignment comprising such Excluded Goods in whole or in part.

Prohibited Items

5.10 Unless the Carrier has agreed otherwise in advance in writing specifying any additional terms, charges and limitations on liability which shall apply, the Customer shall not submit for carriage (and the Carrier may without any liability whatsoever reject such carriage at any time upon notice to the Customer) any Consignment which contains firearms, munitions, inflammable items or other explosives, livestock or other animals, human remains, any obscene, defamatory, blasphemous, scandalous or other indecent material, any item (including, without limitation, drugs or other illegal substances) which is prohibited or illegal to possess or import into any country through or into which the carriage of the Consignment is to take place (the **Prohibited Items**). If the Customer submits Prohibited Items as a Consignment (and regardless of whether or not the Carrier has agreed to carry such Consignment), the Customer shall indemnify and keep the Carrier indemnified against any and all losses, damages, claims, liabilities, costs and expenses (including, without limitation, legal costs and expenses) suffered or incurred by the Carrier arising out of, or in connection with, the carriage of the Consignment comprising such Prohibited Items in whole or in part.

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

7. Loading and Unloading

7.1 Unless the Carrier has agreed in writing to the contrary with the Customer:

7.1.1 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.

7.1.2 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.

7.1.3 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 any Consignment requiring special appliances which, in breach of the warranty in 7.1.2 above, have not been provided by the Customer or on the Customer's behalf.

7.1.4 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.

7.2 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 7.1.3 of this Condition and such service as is referred to in 7.1.4 of this Condition had not been given.

8. Signed Receipts

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 of the correctness of the declared nature, quantity, or weight of the Consignment at the time it is received by the Carrier and the burden of proving the condition of the Consignment on receipt by the Carrier and that the Consignment was of the nature. Quantity or weight declared in the relevant document shall rest with the Customer.

9. DELIVERY

9.1 The Customer shall ensure that the Consignment is secure, properly packed and labelled in accordance with good practice and any applicable statutory requirements and is fit and safe to be carried, stored and transported by road, air, rail or sea as may be appropriate.

9.2 The Carrier will use all reasonable efforts to collect and deliver the Consignment within the times specified for collection and delivery by the Carrier when confirming a Booking but unless otherwise agreed these are estimates only and time is not of the essence.

9.3 Unless the Carrier has otherwise agreed in writing with the Customer:

9.3.1 the Carrier shall not be required to provide any labour or special equipment for loading or unloading the Consignment, other than that carried by the vehicle used by the Carrier; and

9.3.2 the Customer warrants that it will provide or procure any special equipment required for loading or unloading the Consignment and shall indemnify and hold harmless the Carrier for any damage to the Consignment or the Carrier, however caused, if the Carrier is instructed to load or unload any Consignment requiring special equipment where such equipment has not been provided or procured by the Customer.

9.4 The Carrier shall under no circumstances be liable to the Customer for any loss of or damage to:

9.4.1 the Consignment; or

9.4.2 any property of the Customer

in connection with or arising out of:

9.4.3 the Carriers use of any special equipment in the loading or unloading of the Consignment (other than that carried by the vehicle used by the Carrier);

9.4.4 the Carriers entry onto the premises of the Customer or Consignee in the course of collecting or delivering the Consignment; or

9.4.5 the Carrier otherwise providing to the Customer (whether for the benefit of the Customer or the Consignee) any services (whether or not the Customer and/or the Consignee assist in such provision) that are beyond the scope of the services that would usually and reasonably be expected of a point-to-point courier

(together the **Out of Scope Services**).

9.5 The Carrier shall not be required to provide the Out of Scope Services (in whole or in part) to the Customer (whether for the benefit of the Customer or the Consignee), unless such provision is provided for in the Customer's Booking and confirmed by the Carrier pursuant to clause 5.3.

9.6 The Customer shall indemnify and keep indemnified the Carrier and its affiliates, contractors, agents, directors and employees against all losses, liabilities, damages, claims, actions, proceedings, expenses and costs (including legal and professional costs) that the Carrier and/or such related parties suffer or incur arising out of or in connection with the Carriers provision of the Out of Scope Services (whether or not the Customer and/or the Consignee assist in such provision), including but not limited to any claim by the Consignee that the Carriers provision of the Out of Scope Services has caused any loss of or damage to the Consignment or the property of the Consignee.

9.7 The Carrier shall deliver Consignments according to such route as it in its absolute discretion thinks fit.

10. CONSIGNMENT NOTES

10.1 If required, the Carrier shall sign a document prepared by the Customer acknowledging receipt of the Consignment but such document shall not be evidence of the condition, declared nature, quantity or weight of the Consignment at the time it is received by the Carrier.

10.2 Subject to clause 10.3, the Carrier shall require written acknowledgment at the point of delivery of the Consignment and where the Carrier is unable to obtain such acknowledgment, the Carrier shall be deemed to have been unable to effect delivery for the purposes of clause 12.1. Written acknowledgment at the point of delivery shall be conclusive evidence of proper delivery.

10.3 Where the Customer notifies the Carrier prior to the delivery or attempted delivery of the Consignment that the Carrier need not provide to the Customer a signature as proof of delivery of the Consignment, the Carrier shall be under no obligation to provide the Customer with the same and the Customer shall be deemed to have unconditionally and irrevocably waived any and all claims it may have in respect of the final delivery of the Consignment to the Consignee. Where a Customer notifies the Carrier that proof of delivery is not required pursuant to this clause 10.3, the Carrier shall not be liable to the Customer if it is later claimed by the Consignee that the Consignment has not been delivered.

11. TRANSIT

11.1 Transit commences when the Carrier takes possession of the Consignment, whether at the Carriers premises or at some other point of collection.

11.2 Subject to clause 11.3, Transit by the Carrier shall (unless otherwise agreed) end when the Consignment is tendered at the Consignees address provided at the time of Booking by the Customer.

11.3 Where a Consignment cannot be delivered (for whatever reason) or is held by the Carrier to await order or further instructions and such instructions are not given or the Consignment is not collected within 24 hours of notice being given to the Customer or such other time as the Carrier may nominate, then transit shall be deemed to end at the expiry of such time.

11.4 The Carrier shall be entitled to recover its charges in full for any delivery, which is unsuccessful due to incorrect or inadequate information provided by the Customer and in addition recover any expenses or losses it suffered or incurred in attempting to effect delivery.

11.5 The Customer understands and accepts that the Carrier shall be entitled to open and examine any Consignment that the Carrier reasonably considers to be a security or health and safety risk to the Carrier and to take, at its sole discretion, such appropriate action thereafter.

11.6 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:

11.6.1 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 day after notice in writing (or by telephone if so previously agreed in writing) or email of the arrival of the Consignment at the Carrier's premises has been sent to the Consignee; and

11.6.2 when for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Carrier "to await order" or "to be kept till called for" 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.

12. Undelivered or Unclaimed Goods

12.1 Where the Carrier is unable for any reason to effect delivery as requested by the Customer when making a Booking, or where by virtue of the proviso to Condition 11.3, 11.6 hereof transit has deemed to come to an end, the Carrier shall use its reasonable endeavours to notify the Customer and the Consignee of any undelivered or unclaimed Consignment. Unless the Consignment is collected from the Carrier by the Customer, or instructions are given for the disposal, onward carriage or return to the Customer of the Consignment, within 7 days of such notice being given (or such other time as the Carrier may nominate), title to the Consignment shall transfer to the Carrier and the Carrier may destroy or sell the Consignment as if it were the absolute owner. Where a Consignment is returned to the Customer by the Carrier or a Customer arranges for the onward carriage and delivery of the Consignment by the Carrier (excluding any return to the Customer), that return or onward carriage (as the case may be) shall be at the Customers sole cost and expense and shall be charged to the Customer (and the Customer shall pay) at the Carriers standard rates from time to time in force.

12.2 Where the Carrier sells the Consignment to a third party pursuant to clause 12.1, the Carrier shall use its reasonable endeavours to obtain a reasonable price for the Consignment and shall apply the proceeds of sale to the payment of all its proper expenses and charges suffered or incurred in relation to the carriage, storage and sale or disposal of the Consignment. Any proceeds left over shall be paid to the Customer upon which the Carrier shall be discharged from all liability in respect of the Consignment. Where the proceeds of sale do not meet or exceed the total value of the Carriers expenses and changes, the Carrier shall charge the Customer (and the Customer shall pay) a sum equal to the shortfall.

13. CANCELLATION

13.1 Subject always to the provisions of this clause 13, the Carrier and Customer shall each be entitled to cancel a Booking and terminate the Contract at any time for any reason with immediate effect by notice to the other.

13.2 Where the Carrier cancels a Booking pursuant to clause 13.1 by reason of a breach of these Conditions by the Customer, the Carrier may, without prejudice to any rights or remedies it may have at law or under these Conditions, charge (and the Customer shall pay) a reasonable fee for time and effort incurred by the Carrier in connection with that Booking, up to the full value of the charges specified by the Carrier in accordance with clause 14.1. The Carrier further reserves the right to hold the Customer liable for missed work opportunities caused by a breach of the Conditions and the cancellation of a Booking pursuant to this clause 13.2.

13.3 In the event of cancellation of any Booking for a Consignment by the Customer, the Customer shall be liable to the Carrier for the Carriers charges in full for the carriage of the Consignment. This clause 13.3 shall apply only to cancel Bookings where the Carrier has collected the Consignment in question.

13.4 Where the Customer cancels a Booking after the Carrier has departed to collect the Consignment (but before collection has taken place), the Carrier may charge (and the Customer shall pay) a reasonable fee for time and effort incurred by the Carrier in connection with that Booking, up to the full value of the charges specified by the Carrier in accordance with clause 14.1. The Carrier further reserves the right to hold the Customer liable for missed work opportunities caused by the cancellation of a Booking following the Carriers departure (but prior to collection).

13.5 Subject to clause 13.6, the Customer has a legal right to cancel any Booking with immediate effect by written notice to the Carrier during a 7 Working Day period beginning the day after the date of the confirmation referred to in clause 5.3.

13.6 The Customer shall not have a right to cancel the Booking pursuant to clause 13.5 where the Carrier has departed to collect the Consignment, in accordance with the Customers request, prior to the expiry of the 7 Working Day period referred to in clause 13.5.

13.7 Where the Customer cancels a Booking pursuant to clause 13.5, the Carrier shall refund to the Customer all sums paid by the Customer to the Carrier in connection with that Booking prior to the date of cancellation as soon as possible and, in any event, within 30 calendar days of cancellation.

14. CARRIER'S CHARGES

14.1 The Customer shall pay the Carriers charges in accordance with these Conditions. The charges payable in respect of a Booking shall be specified by the Carrier as part of the confirmation referred to in clause 5.3.

14.2 Subject to clause 14.4, payment terms are 14 days from date of invoice, and any variation to these terms are to be agreed in writing by an authorised employee of the Carrier. Payment terms may be extended to 30 days from date of invoice for a Customer who has signed the necessary consent forms to authorise its bank to make payment by direct debit.

14.3 The Carriers charges shall be based on its tariff in effect at the time of carriage of the Consignment and unless payment is made by credit card, invoice(s) shall be rendered by the Carrier to the Customer at least once a month. Credit facilities granted to a Customer may be withdrawn at the Carriers absolute discretion at any time and the balance outstanding shall become due immediately on demand. If payment is made by a corporate credit card the Carrier reserves the right to apply an additional charge to cover its costs of accepting the payment (and the Carrier will tell the Customer the amount of such charge before making the Booking).

14.4 If prior to a Booking the Customer pays for a Consignment by credit card, the charges quoted in respect of the Consignment together with an additional 10 percent, to cover the cost of any additional charges imposed by the Carrier pursuant to clause 5.4 above, will be pre-authorised on the Customer's credit card. Following completion or cancellation of the Booking, the value of the total amount payable by the Customer for the Booking (including additional charges) will be released from the pre-authorised funds to the Carrier. If the funds pre-authorised on the Customer's card are insufficient to cover the total amount payable by the Customer to the Carrier, then the Customer hereby authorises the Carrier to charge any outstanding amount to the Customer's credit card. For the avoidance of doubt, a pre-authorisation is a security guarantee and no funds are debited from the Customer's account until the pre-authorisation is released. The Customer's credit card will only be charged for the value of the Consignment plus any additional charges (if any) incurred pursuant to clause 5.4.

14.5 The Carrier reserves the right on 30 days written notice to increase charges to reflect increases in fuel prices. The Carrier reserves the right to vary its tariff, because of any change in business or regulation or any increase in the cost of providing any services, by giving the Customer not less than 30 days written notice. If the Customer does not wish to continue to make any Booking after the date of the changes which take place, it is free to make such a choice. Any variation of the tariff will not affect the tariff which applied to any Booking made before the variation takes effect.

14.6 The Carrier shall be entitled to charge interest (both before and after judgment) on the amount unpaid at the rate of 8% above the base rate of the Bank of England from time to time until payment is made in full. When payment is not made by the due date, the Customer shall indemnify the Carrier for any costs and/or expenses it may suffer or incur in recovering the sum due, including reasonable legal fees and costs of collection.

14.7 Any queries in respect of an invoice must be made in writing within 7 days of the date of the invoice otherwise it will be deemed to have been accepted and will be payable in full by the Customer.

14.8 All charges quoted and charged are exclusive of value added tax and all other duties or taxes which may become due or payable from time to time and shall be added to invoices at the rate applicable at the date of invoice.

14.9 The Carrier operates an electronic invoicing system. All invoices, credit notes and statements will be sent to the Customer electronically. If the Customer requires paper invoices or credit notes (or cannot provide the carrier with an email address) the Carrier reserves the right to make charges for the provision of such paper invoices.

14.10 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 any Consignment is consigned "carriage forward" the Customer shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.

14.11 If you are a business customer with a business account then:

14.11.1 you shall make payment to us within 14 days of the relevant invoice being issued to you, such invoice to be issued monthly in arrears;

14.11.2 without limiting any other right or remedy of ours, if you (as a business customer only) fail to make any payment due to us by the due date for payment, we shall have the right to charge interest on the overdue amount at the rate of 8% per annum above the then current Bank of England's base lending rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly; and

14.11.3 you shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

14.12 If you are not a business customer with a business account, you shall pay all charges applicable in respect of the Service(s) provided by us in accordance with the payment terms set out in the Service Order.

14.13 We charge for our Service(s) based on the dimensions and weight of each Consignment. We may check the dimensions and/or weight of each Consignment. In the event we find that the dimensions and/or weight of a Consignment have been under-declared by you, you agree:

14.13.1 that the dimensions and/or weight that we reasonably determine may be used for the purpose of the calculation of our charges;

14.13.2 we may charge any price difference to you in accordance with our current rates and may also charge an administration fee for correcting such underpayment/ additional charge (together, "Correction Charges");

14.13.3 if you are a business customer with a business account, to pay the Correction Charges in accordance with the terms above (14.12);

14.13.4 if you are not a business customer with a business account, to authorise us to debit the Correction Charges directly from your prepay balance, the debit/credit card, Prepay or PayPal account that you used to make the original payment. If the Correction Charges (whether whole or part) cannot be paid by this means, the balance is due within 7 days of a relevant invoice being issued to you; and

14.13.5 we may suspend performance of the Service(s) until the Correction Charges are received by us. If we exercise this right, we shall not be liable to you in any circumstances for any costs or losses arising directly or indirectly that you may suffer as a result.

14.13.6 We may also choose to remove any active discount codes on the account.

14.14 Should the provision of any Service(s) mean that we have to deliver a Consignment on a bank or other public holiday, we shall be entitled to make a reasonable extra charge for any additional costs incurred by us as a result.

14.15 All charges stated, whether by invoice or in the Service Order, shall be exclusive of any applicable value added tax, which shall be added to the total sum payable to be repaid by you.

14.16 From time to time, we may provide you with a single use discount code to be used with your order. You may only use a single discount code once with one order.

14.17 In the event that you use the same discount code with more than one order, we may, at our absolute discretion:

14.17.1 cease trading with you and/or your business;

14.17.2 remove your ability to place orders with us; and/or

14.17.3 intercept your Consignment(s) and re-direct it to our depot. An administration charge of per Consignment is applicable, should you wish for the Consignment(s) to be re-shipped and/or collected.

14.18 We shall be entitled to exercise any possessory rights, or rights of lien (including the rights to disposal of the Consignment), available to us over any Consignment in our possession against you. We have the right to enforce the above Lien notwithstanding the title of the Consignment.

15. Liability for Loss and Damage

15.1 The Customer shall be deemed to have elected to accept the terms set out in 15.2 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 mis-delivery of or damage to or in connection with the Consignment 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, its servants, agents or sub-contractors.

15.2 Subject to these Conditions the Carrier shall be liable for:

15.2.1 physical loss, mis-delivery of or damage to living creatures, bullion, money, securities, stamps, precious metals or precious stones comprising the Consignment only if:

15.2.1.1 The Carrier has specifically agreed in writing to carry any such items; and

15.2.1.2 The Customer has agreed in writing to reimburse the Carrier in respect of all additional costs which result from the carriage of the said items; and

15.2.1.3 The loss, mis-delivery or damage is occasioned during transit and is proved to be due to the negligence of the Carrier, its servants, agents or sub-contractors;

15.2.2 Physical loss, mis-delivery of or damage to any other goods comprising the Consignment unless the same has arisen from, and the Carrier has used reasonable care to minimize the effects of:

15.2.2.1 Act of God;

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

15.2.2.3 seizure or forfeiture under legal process;

15.2.2.4 error, act, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by servants or agents of either of them;

15.2.2.5 inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Consignment;

15.2.2.6 insufficient or improper packing;

15.2.2.7 insufficient or improper labeling or addressing;

15.2.2.8 riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause;

15.2.2.9 Consignee not taking or accepting delivery within a reasonable time after the Consignment has been tendered,

15.3 The Carrier shall not in any circumstances be liable for loss or damage arising after transit is deemed to have ended within the meaning of Condition 11.6 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, its servants, agents or sub-contractors.

16. 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, or the servants or agents of either, in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

17. LIMITATION OF LIABILITY

17.1 Notwithstanding any other clause of these Conditions, neither party excludes or limits liability for personal injury or death arising from the negligence or wilful default of either party, its servants, dealers or sub-contractors; or for any fraudulent misrepresentation, or any other type of liability which cannot be excluded by law.

17.2 Except as expressly provided in these Conditions, the total liability of the Carrier which arises out of or under these Conditions (whether in contract, tort (including negligence), statute or otherwise) in respect of any contract arising from a Booking is specified in this clause 29.2.2.

17.3 Subject to clause 17.1, the Carrier shall not be liable to the Customer, whether in contract, tort (including negligence) or by statute, or otherwise in respect of any loss of profits or revenue (whether direct or indirect) and/or for any special, indirect, incidental or consequential loss or damage suffered by the Customer howsoever caused including, without limitation:

17.3.1 loss due to delay in delivery; and/or

17.3.2 loss of anticipated savings; and/or

17.3.3 loss of business and/or goods; and/or

17.3.4 loss of goodwill; and/or

17.3.5 loss of use; and/or

17.3.6 loss of data or other information; and/or

17.3.7 loss relating to the procurement by the Customer of any substitution of goods or services.

The types of loss and/or damage specified in clauses 17.3.1 to 17.3.7 above shall not constitute direct loss for the purpose of these Conditions.

17.4 Except as otherwise provided in these Conditions, the liability of the Carrier in respect of claims for physical loss, mis-delivery of or damage to goods comprising the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of

17.4.1 the value of the goods actually lost, mis-delivered or damaged; or

17.4.2 the cost of repairing any damage or of reconditioning the goods; or

17.4.3 a sum calculated at the rate of £1.30 per kg on the gross weight of the goods actually lost, mis-delivered or damaged; and the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit, and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those goods, Provided that:

17.4.3.1 in the case of loss, mis-delivery of or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to which the Carrier's liability is limited shall be only the gross weight of that part regardless of whether the loss, mis-delivery or damage affects the value of other parts of the Consignment;

17.4.3.2 nothing in this Condition shall limit the liability of the Carrier to less than the sum of £10;

17.4.3.3 the Carrier shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, mis-delivered or damaged;

17.4.3.4 the Customer shall be entitled to give to the Carrier written notice to be delivered at least 7 days prior to commencement of transit requiring that the £1.30 per kg limit in 17.4.3 above be increased, but not so as to exceed the value of the Consignment, and in the event of such notice being given the Customer shall be required to agree with the Carrier an increase in the carriage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £10 per kg limit shall continue to apply,

17.5 The liability of the Carrier in respect of claims for any other loss whatsoever (including indirect or consequential loss or damage and loss of market), and howsoever arising in connection with the Consignment, shall not exceed the amount

of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless:

17.5.1 at the time of entering into the Contract with the Carrier the Customer declares to the Carrier a special interest in delivery in the event of physical loss mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and

17.5.2 at least 7 days prior to the commencement of transit the Customer has delivered to the Carrier written confirmation of the special interest, agreed time limit and amount of the interest.

Consignment Values and Liability

17.6 The Customer shall notify the Carrier at the time of Booking of the value of the Consignment in accordance with the notification requirements set out in the tables below.

17.7 Subject to clause 17.1, the Carriers total aggregate liability to a Customer in respect of a Consignment shall be as set out in the tables below. The Carrier shall provide a higher limit on its liability for Consignments which relate to Consignments of value where the Customer notifies the Carrier of those values and the Customer pays the additional fees as set out in the tables. The parties acknowledge and agree that the Carriers maximum liability in respect of each Consignment will also depend on whether the Customer has an Account with the Carrier.

Table 1: Non-Account Bookings – Same Day Deliveries within Great Britain

Value of Consignment	Customer to declare value to Carrier	Additional Fee Payable by Customer	Maximum Total Liability of Carrier in respect of Consignment
Less than £100	No	No	£20
More than £100 but less than £1,000	Yes	Yes	£100
Over £1,000	Yes	Yes: to be advised to Customer at the time of Booking	To be advised to Customer at the time of Booking

Table 2: Account Bookings – Same Day Deliveries within Great Britain

Value of Consignment	Customer to declare value to Carrier	Additional Fee Payable by Customer	Maximum Total Liability of Carrier in respect of Consignment
Less than £1,000	No	No	£1,000
More than £1,000 but less than £10,000	Yes	Yes	£10,000
Over £10,000	Yes	Yes: to be advised to Customer at the time of Booking	To be advised to Customer at the time of Booking

Table 3: All Bookings - Overnight Deliveries and International Deliveries

Value of Consignment	Customer to declare value to Carrier	Additional Fee Payable by Customer	Maximum Total Liability of Carrier in respect of Consignment
Less than £100	No	No	£100
More than £100	Yes	Yes: 2% of the value of the Consignment (subject to a minimum charge of £25)	To be advised to Customer at the time of Booking

Excluded Goods

17.8 Subject to clause 17.1, the Carrier will not be liable to the Customer for the carriage of Excluded Goods unless:

17.8.1 the Customer notifies the Carrier in advance that the Consignment contains in whole or in part Excluded Goods pursuant to clause 5.9 above; and

17.8.2 the Carrier decides (at its sole discretion) to accept the carriage of such Excluded Goods. If the Carrier agrees to accept the carriage of the Excluded Goods (at such additional fee as the Carrier may determine (which the Customer shall pay), the Carriers liability in respect of the same day delivery of the Excluded Goods shall be as set out in Tables 1 and 2 of clause 17.7 and shall be as set out in Table 3 of clause 17.7 for any overnight deliveries (whether within Great Britain or otherwise) or for any international deliveries of the Excluded Goods.

Storage of Consignments

17.9 Subject to clause 17.1, for any Consignments stored by the Carrier at its premises, the total liability of the Carrier for any loss of or damage to such Consignment shall not exceed the sum of one thousand pounds sterling (£1,000), unless the declared value of the Consignment exceeds such sum and the Carrier has subsequently agreed in writing to a higher limitation on its liability.

Further Exclusions on Carriers Liability

17.10 The Carrier shall not be held responsible for any event beyond the reasonable control of the Carrier, which prevents it from performing its obligations under the relevant contract including, but not limited to:

17.10.1 acts, omissions or misrepresentations by the Customer, owner of the Consignment, Consignee or independent contractor or any failure of the foregoing to package and/or label the Consignment correctly pursuant to clause 9.1. The Customer acknowledges and agrees that in such circumstances the Carrier shall not be liable for any loss of or damage to the Consignment that arises out of or in connection with a failure to package and/or label it correctly;

17.10.2 natural deterioration or fragility of the Consignment (notwithstanding that it may be marked **Fragile**); and/or

17.10.3 any unforeseen circumstances or causes beyond the Carrier's reasonable control, including but not limited to, act of God, war, riot, malicious damage, compliance with any law or government emergency procedure, accident, fire, flood, storm or industrial dispute, insufficient or improper packing, labelling or addressing, unless it is previously agreed in writing that the Carrier shall perform such task; or

17.10.4 marine risk.

17.11 The Customer shall provide to the Carrier written proof of the value of the Consignment damaged or lost and the Carrier shall be entitled to inspect the damaged Consignment.

18. WEBSITE

18.1 The information provided on the Website has not been written to meet specific Customer requirements and it is the sole responsibility of the Customer to satisfy itself that any Booking made Online will be suitable for its requirements. All express or implied warranties in relation to the Website are hereby excluded to the fullest extent permitted by law.

18.2 Whilst the Carrier makes all reasonable attempts to exclude viruses from the Website, it cannot ensure that the Website will be virus free. The Customer acknowledges and agrees that any use of the Website by the Customer shall be at its own risk.

18.3 Customers have no rights in or to the Website and all rights in and to the Website and the, including any underlying software and computer codes, are exclusively owned by the Carrier or licensed to the Carrier by a third party supplier.

18.4 The Website is intended for use by the residents in Great Britain only and only in respect of their activities within Great Britain.

19. TIME LIMITS FOR CLAIMS

19.1 The Carrier shall not be liable for loss of, mis-delivery or damage to any Consignment unless it is notified by the Customer of such loss or damage in writing within 7 days of the end of the transit and the claim giving details of the value and the circumstances of any loss is made in writing within 14 days after the end of transit. A claim for loss or damage will not be accepted on the consignment note.

19.2 The Carrier shall not be liable for:

19.2.1 damage to the whole or any part of the Consignment, or physical loss, mis-delivery or non-delivery of part of the Consignment unless advised thereof in writing within seven days, and the claim is made, in writing within fourteen days, after the termination of transit;

19.2.2 any other loss unless advised thereof in writing 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,

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

19.2.2.2 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.

19.3 The Carrier shall in any event be discharged from all liability whatsoever and, howsoever arising in respect of the Consignment unless suit is brought within one year of the date when transit commenced.

19.4 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.

20. Lien

20.1 The Carrier shall have a general lien against the Customer, where the Customer is the owner of the Consignment, 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 its absolute discretion sell the Consignment, 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 Consignment and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatever in respect of the Consignment,

20.2 Where the Customer is not the owner of the Consignment, the Carrier shall, have a particular lien against the said owner, allowing the Carrier to retain possession, but not to dispose of, the Consignment against monies due from the Customer in respect of the Consignment.

21. Unreasonable Detention

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

22. Law and Jurisdiction

The Contract shall be governed by English law and United Kingdom courts alone shall have jurisdiction in any dispute between the Carrier and the Customer. © Road Haulage Association Limited 2009 Registered under the provisions of the Restrictive Trade Practices Act 1976.

23. International Carriage

23.1 If we are requested to collect from, or deliver a Consignment to a country outside of the United Kingdom, our terms of liability shall be governed by the relevant provisions of the Convention on the Contract for International Carriage of Goods by Road, as set out in the Schedule to the Carriage of Goods by Road Act 1965 (as amended) ("the CMR Regulations") and, in particular, articles 17 onwards and those provisions shall be deemed to be incorporated into this Agreement and will apply in place of any inconsistent terms within these Terms and Conditions. We can provide a copy of these provisions if requested, but even if these are not requested, you will be deemed to have read, understood and agreed to them and their incorporation into this Agreement.

23.2 We shall not be responsible for any local customs charges or delays, import taxes or duties or any similar charge(s) which are incurred through our carriage and/or

delivery of any Consignment and you must satisfy yourself as to whether any of these charges will become due, and if so in what amounts, before completing an order with us. If any such charges become due as a result of our carriage and/or delivery of a Consignment on your behalf and are charged to us by any competent authority, you agree to reimburse us fully in respect of the same within 7 days of our demand.

23.3 You acknowledge and agree that all Consignments which are to be delivered to the European Union or Northern Ireland may require a commodity code to be declared within the booking process (see <https://www.gov.uk/trade-tariff>). The commodity code classifies goods for import and export and will enable customs authorities to determine if any taxes and/or duties are payable. If the local customs authority determines that any additional taxes or duties are payable because you have provided us with an incorrect community code for your Consignment, you acknowledge and agree that the customs authority will impose such taxes or duties, which the recipient of the goods will be required to pay. It is, therefore, your responsibility to ensure that when you place a Service Order for any Consignment which is to be delivered to the European Union or Northern Ireland, you select the correct commodity code and that it is accurate to the best of your knowledge. We accept no responsibility or liability if such additional taxes or duties are payable in such circumstances.

24. Applicable Law

24.1 This Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

24.2 You irrevocably agree, for our sole benefit that, subject as provided below, the courts of England shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual claims). Nothing in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions prevent us from taking proceedings in any other jurisdictions, whether at the same time or not, to the extent permitted by the law of that other jurisdiction.

25. RO Premium Plus

In addition to 1 to 24 above, RO Premium Plus is a Guaranteed Express service from the United Kingdom to Romania only and is subject to the additional conditions and exclusions that follow.

25.1 Full contact name and phone number for delivery point must be supplied.

25.2 Goods must be securely pre-palletised / boxed prior to collection.

25.3 We are unable to supply an empty pallet prior to loading.

25.4 Service applicable exporting from the United Kingdom to Romania only (not available to all districts),

25.5 No imports.

25.6 Guaranteed 7 working day service.

25.7 Applies to standard size pallets only and not oversized.

25.8 with the expectation of acts of god, war, shuttle hold up. If none of these apply and a delay occurs and fault is found with the carrier, then the pallet will be couriered at the carrier's expense.

26. INDEMNITY TO THE CARRIER

26.1 The Customer shall indemnify the Carrier against:

26.1.1 all liabilities, costs and losses suffered or incurred 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) as a result of any breach by the Customer of these Conditions, fraud, error, omission, mis-statement or misrepresentation by the Customer, any other owner of the Consignment, Consignee or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of the Consignment.

26.1.2 all claims and demands made against the Carrier by any third party in excess of the liability of the Carrier under these Conditions;

26.1.3 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 of Dangerous Goods, Excluded Goods and/or the Prohibited Items;

26.1.4 all claims made upon the Carrier by HM Revenue & Customs in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended; and

26.1.5 all claims and demands made against the Carrier as a result of a breach of clause 29.1.

26.1.6 all claims and demands whatsoever (including for the avoidance of doubt claims alleging negligence), by whomsoever made and howsoever arising (including but not limited to claims caused by or arising out of the carriage of Dangerous Goods and claims made upon the Carrier by HM Customs and Excise in respect of dutiable goods consigned in bond) in excess of the liability of the Carrier under these Conditions in respect of any loss or damage whatsoever to, or in connection with, the Consignment 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, its servants, agents or sub-contractors.

27. SEVERANCE

If any provision of these Conditions is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of these Conditions and of such provision shall continue in full force and effect.

28. OTHER IMPORTANT PROVISIONS

28.1 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions save for those parties to whom the Carrier has subcontracted its obligations under these Conditions, who shall have the right to exercise and enforce all rights granted to the Carrier under them. This clause 15.1 does not affect any right or remedy of a third

party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

28.2 The Carrier undertakes to comply with any and all provisions of the Data Protection Act 1998 as applicable.

28.3 At no time during the period that the Carrier is undertaking the Booking for the Customer is the Customer permitted to supervise, direct or control the manner in which any of the Carriers employees or sub-contractors undertake the service unless an express agreement is reached in accordance with clause 5.7.

28.4 During the continuance of the business relationship with the Carrier, and for a period of 6 months immediately following the last Booking placed by the Customer, the Customer shall not, directly or indirectly, solicit or offer employment or any other form of contract for services to any of the Carriers (a) employees; or (b) subcontractors, who were directly involved in the performance of a contract of carriage during the 6 months immediately preceding the last Booking placed by the Customer.

28.5 The payment terms and charges paid to the Carrier are confidential, and the Customer shall take all reasonable steps to ensure that such terms remain confidential. The Customer may not disclose the terms or make any public announcement about the relationship the parties have entered into without the prior written agreement of the Carrier, save for any disclosure required by law or by a statutory or regulatory body with power to order such disclosure.

28.6 Any notice or other communication to be given under or in connection with this Agreement:

28.6.1 by a Customer to the Carrier, shall be given in writing and sent by first-class post to the Carriers registered address and/or by email to info@onlinesimplicity.co.uk; and

28.6.2 by the Carrier to a Customer, shall be given in writing and sent by first-class post and/or by e-mail to the postal address and/or the e-mail address provided by the Customer to the Carrier during the Booking process

or such other postal or e-mail address as either party may substitute by written notice to the other. A notice shall be deemed delivered 2 working days after the date of posting and 24 hours after sending by email (as applicable).

28.7 Carrier shall be entitled to subcontract in whole or in part the performance of any or all of its obligations under these Conditions. The Customer shall not assign, novate, subcontract or otherwise dispose of, or deal with, any or all of its rights and obligations under these Conditions without the prior written consent of the Carrier.

28.8 The waiver of either party of any breach of these Conditions will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.

28.9 These Conditions and the documents referred to in them, including but not limited the confirmation referred to in clause 5.3, constitute the entire agreement between the Carrier and Customer and supersede all prior agreements, representations and understandings relating to the subject matter of the Contract. The Customer represents and undertakes that in entering into a Contract in accordance with these Conditions the Customer does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently

or innocently made) of any person other than as expressly set out in these Conditions. Nothing in these Conditions shall limit either party's liability in respect of fraudulent misrepresentation.

28.10 These Conditions (and any non-contractual claims) shall be subject to and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

28.11 Telephone calls to and from the Carrier may be recorded and monitored.

29. Data Protection

29.1 The Customer shall give any notices and obtain any consents necessary to enable the Carrier to lawfully process any Personal Data (which may include delivery and contact information) provided by the Customer to the Carrier to enable the Carrier to exercise its rights and perform its obligations in relation to Bookings.

29.2 The parties acknowledge that:

29.2.1 the Carrier is a controller/data controller in relation to any delivery and contact information provided by the Customer to the Carrier. The Carrier shall process this information in accordance with applicable Data Protection Legislation (save for any failure caused by breach of the Customer's obligations under clause 29.1); and

29.2.2 the Carrier does not have any access to (and does not process) the contents of any Consignment. Accordingly: (i) the Carrier is neither a processor nor a controller of any Personal Data forming part of the contents of any Consignment; and (ii) it is the Customer's responsibility to determine whether the services provided by the Carrier are appropriate for the transfer of any data (including Personal Data) included in any Consignment.

29.3 The Customer shall indemnify the Carrier against all losses (including but not limited to liabilities, costs, expenses, damages and fines) suffered or incurred by the Carrier arising out of or in connection with the provision of the services, to the extent that such losses arise out of or in connection with the Customer's failure to select appropriate services for the transfer of any data (including Personal Data) included in any Consignment.

APPENDIX 1

VARIATIONS TO THE CONDITIONS WHERE THE CUSTOMER CONTRACTS AS A CONSUMER

1.1 Where a Customer contracts with the Carrier as a consumer in a private non-commercial capacity, the Conditions shall be varied on the following terms:

1.1.1 **Clause 5.4:** the words For a full list of the additional charges, please contact by e-mail: info@onlinesimplicity.co.uk

1.1.2 **Clause 14.3:** the words (and the Carrier will tell the Customer before entering into each transaction the amount of the tariff) will shall be added immediately after the words its tariff in effect at the time of carriage of the Consignment;

1.1.3 **Clause 14.7:** The words 7 days shall be replaced with the words 14 days;

1.1.4 **Clauses 17.1 to 17.3:** shall be replaced with the following terms:

"17.1 Regardless of anything else in these Conditions, neither party excludes or limits any liability that it would otherwise have for: (i) personal injury or death caused by its negligence or deliberate misconduct; or (ii) fraud; or (iii) any other liability which cannot be lawfully excluded.

17.2 Under the Consumer Rights Act 2015, the Carrier is obliged to provide its services to consumer customers under the Conditions with reasonable care and skill. The caps and exclusions on liability in these Conditions do not apply to any breach of this obligation or to any other matter for which liability cannot be excluded under the Consumer Rights Act 2015.

17.3 The Consumer Rights Act 2015 also gives consumer customers some additional rights if the Carrier fails to perform its obligations in accordance with these Conditions (unless the failure is caused by matters beyond the Carrier's control). In some circumstances this may include a right to require defective services to be re-performed or a right to a price reduction in relation to defective services. The Customer's rights under these Conditions are in addition to the Customer's rights under the Consumer Rights Act 2015 and are not intended to exclude them. Further information about these rights can be found at your local Citizens Advice Bureau or Trading Standards Office.

17.3A Subject to clause 17.1, the Carrier shall not be liable to the Customer, whether in contract, tort (including negligence) or by statute, for any business losses including, but not limited to, loss of business income or revenue, loss of business, loss of profit, or loss of anticipated business savings, howsoever caused";

1.1.5 **Clause 19:** The words "7 days" shall be replaced with the words "14 days" and the words "14 days" shall be replaced with the words "28 days";

1.1.6 **Clause 17.3:** Shall be replaced with the following:

The Carrier shall not be liable to the Customer, whether in contract, tort or by statute, for loss of income or revenue, loss of business, loss of profit, or loss of anticipated savings, howsoever caused;

1.1.7 **Clause 28.10:** The words exclusive jurisdiction shall be replaced with the words non-exclusive jurisdiction.

1.2 Save as expressly varied in accordance with this Appendix 1, the Conditions and the terms of the Contract between the Customer and Carrier shall remain unamended.