



### CREDIT APPLICATION

Name and Address of Applicant:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Type of Company (Ltd, Partnership, etc):

\_\_\_\_\_

Names of Directors/Partners:

\_\_\_\_\_

\_\_\_\_\_

Have any Directors held Directorship of Insolvent Companies Yes/No. If YES please give details:

Company Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Trade References (2)

(1) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Trading Name and Address (if different):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address of Registered Office:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Registration No.: \_\_\_\_\_

Bankers Name & Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Account No.: \_\_\_\_\_

Sort Code: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Contacts/Numbers

Order Contact Name: \_\_\_\_\_

Order Contact Tel: \_\_\_\_\_

Accounts Contact Name: \_\_\_\_\_

Accounts Contact Tel: \_\_\_\_\_

Accounts Email: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Anticipated Monthly Credit Required: £ \_\_\_\_\_

**TERMS OF TRADE:-**

1. Settlement of Account Nett Monthly.
2. All business transacted is subjected to our standard Conditions of Carriage (see reverse).
3. If the applicant is a Limited Company this form must be signed by a Director/Company Secretary.

I Understand and accept the Terms and Conditions offered above:

Signed: \_\_\_\_\_ Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_

# CONDITIONS OF CARRIAGE

## SOUTHERN EXPRESS FREIGHT LTD

(hereinafter referred to as 'the carrier') accepts goods for carriage subject to the Conditions (hereinafter referred to as 'these conditions') set out below. No agent or employee of the Carrier is permitted to alter or vary these conditions in any way unless he is expressly authorised to do so.

### 1. DEFINITIONS

In these Conditions the following expressions shall have the meanings hereby respectively assigned to them, that is to say:

"Trader" shall mean the customer who contracts for the services of the Carrier.

"Consignment shall mean goods in bulk or contained in one parcel or package, as the case may be, or any number of separate parcels or packages sent at one time in one load by or for the Trader from one address to one address.

"Dangerous goods" shall mean:

- (a) goods which are specified in the special classification of dangerous goods issued by the British Railways Board or which, although not specified therein, are not acceptable to the British Railways Board for conveyance on the ground of their dangerous or hazardous nature; or
- (b) goods which though not included in (a) above are of a kindred nature.

"Contract" shall mean the contract of carriage between the Trader and the Carrier.

"Sub-contracting parties" includes all persons (other than the Carrier and the Trader) referred to in clause 3(3).

"Carrier" save in the expression Carrier/Contractor includes sub-contracting parties in clauses 4(2), 5(2) and (3), and 11 (proviso).

"Carrier/Contractor" means the Carrier and any other carrier within clause 3(2).

### 2. CARRIER IS NOT A COMMON CARRIER

The Carrier is not a common carrier and will accept goods for carriage only on these conditions.

### 3. PARTIES AND SUB-CONTRACTING

- (1) Where the Trader is not the owner of some or all of the goods in any consignment he shall be deemed for all purposes to be the agent of the owner or owners.
- (2) The Carrier may employ the services of any other carrier for the purpose of fulfilling the Contract. Any such other carrier shall have the like power to sub-contract on like terms.
- (3) The Carrier enters into the Contract for an on behalf of himself and his servants, agents, and sub-contractors and his sub-contractors servants, agents, and sub-contractors; all of whom shall be entitled to the benefit of the Contract and shall be under no liability whatsoever to the Trader or anyone claiming through him in respect of the goods in addition to or separately from that of the Carrier under the Contract.
- (4) The trader shall save harmless and keep the Carrier indemnified against all claims or demands whatsoever by whomsoever made in excess of the liability of the Carrier under these conditions in respect of any loss, damage or injury however caused, whether or not by the negligence of the Carrier, his servants, agents or sub-contractors.

### 4. DANGEROUS GOODS

- (1) If the Carrier agrees to accept dangerous goods for carriage such goods must be accompanied by a full declaration of their nature and contents and be properly and safely packed in accordance with any statutory regulations for the time being in force for transport by road.
- (2) The Trader shall indemnify the Carrier against all loss, damage or injury however caused arising out of the carriage of any dangerous goods, whether declared as such or not.

### 5. LOADING AND UNLOADING

- (1) When the collection or delivery takes place at the Trader's premises the Carrier/Contractor shall not be under any obligation to provide any plant, power, or labour which, in addition to the Carrier/Contractor's Cargemen is required for loading and unloading at such premises.
- (2) Any assistance given by the Carrier beyond the usual place of collection or delivery shall be at the sole risk of the Trader, who will save harmless and keep the Carrier indemnified against any claim or demand which could not have been made if such assistance had not been given.
- (3) Goods requiring special appliances for unloading from the vehicle are accepted for carriage only on the condition that the sender has duly ascertained from the consignee that such appliances are available at destination. Where the Carrier/Contractor is without prior arrangement in writing with the Trader, called upon to load or unload such goods the Carrier shall be under no liability whatsoever to the Trader for any damage caused, whether or not by the negligence of the Carrier, and the Trader shall save harmless and keep the Carrier indemnified against any claim or demand which could not have been made if such assistance had not been given.

### 6. CONSIGNMENT NOTES AND LABELS

The Trader must complete a Southern Express Freight Ltd consignment note for each delivery except by prior agreement.

Timed Services on 24 Hour consignments must be indicated by the Trader by ticking the appropriate service level box on the consignment note. Timed options are not available on 2/3 Day consignments.

### 7. TRANSIT

- (1) Transit shall commence when the consignment is handed to the Carrier/Contractor whether at the point of collection or the Carrier/Contractor's premises.
- (2) 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:
  - (a) that is no safe and adequate access or no adequate unloading facilities there exist then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the consignment at the Carrier/Contractor's premises has been sent to the consignee; and
  - (b) that when for any other reason whatsoever a consignment cannot be delivered or when a consignment is held by the Carrier/Contractor '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.

### 8. UNDELIVERED OR UNCLAIMED GOODS

Where the Carrier/Contractor is unable for whatever reason to deliver a consignment to the consignee, or as he may order or where by virtue of the proviso to clause 7(2) hereof transit is deemed to be at an end the Carrier/Contractor may sell the goods and payment or tender of the proceeds after deductions of all proper charges and expenses in relation thereto and all outstanding charges in relation to the carriage and storage of the goods shall (without prejudice to any claim or right which the Trader may have against the Carrier otherwise arising out of these conditions) discharge the Carrier/Contractor from all liability in respect of such goods, their carriage and storage.

Provided that:

- (a) the Carrier/Contractor shall do what is reasonable to obtain the value of the consignment; and
- (b) the power of sale shall not be exercised where the name and address of the sender or of the consignee is known unless the Carrier/Contractor shall have done what is reasonable in the circumstances to give notice to the sender, or if the name and address of the sender is not known, to the consignee that the goods will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from giving such notice, the goods are taken away or instructions are given for their disposal.

### 9. CARRIER'S CHARGES

- (1) The Carrier's charges for carriage shall be payable by the Trader without prejudice to the Carrier's rights against the consignee or any other person. Provided then when goods are considered 'carriage forward' the Trader shall not be required to pay such charges unless the consignee fails to pay after a reasonable demand has been made by the Carrier/Contractor for payment thereof.
- (2) Except where the quotation states otherwise all quotations based on a tonnage rate shall apply to the gross weight, unless the goods exceed 150 cubic feet in measurement per 1000kilos in which case the tonnage rate shall be computed upon and apply to each measurement of 150 cubic feet or any part thereof.
- (3) A claim or counterclaim shall not be made the reason for deferring or withholding payment of monies payable, or liabilities incurred, to the Carrier.
- (4) Deliveries to docks, wharves, and container bases will be accepted at the Carrier's discretion and will be subject to an additional minimum surcharge of £15. No Southern Express Freight Ltd money-back guarantees apply to dock deliveries.
- (5) Deliveries to mail order houses or any other consignee who requires a booking to be made prior to delivery being effected, will be exempt from Southern Express Freight Ltd money-back guarantees.
- (6) The Carrier reserves the right to surcharge the Trader with demurrage when goods tendered for delivery at a predetermined booking time agreed to by the consignee are not accepted by the consignee at that time.

### 10. TIME LIMIT FOR CLAIMS

The Carrier shall not be liable:

- (1) (a) for loss from a package or from an unpackaged consignment; or
- (b) for damage, deviation, misdelivery, delay or detention, unless he is advised thereof in writing otherwise than upon a consignment

note or delivery document within five days and the claim be made in writing within ten days after the termination of transit:  
(2) for loss or non-delivery of the whole consignment or of any separate package forming part of the consignment;

unless he is advised of the loss or non-delivery in writing (other than upon a consignment note or delivery document) within twenty-eight days and the claim be made in writing within forty-two days after the commencement of transit.

### 11. LIABILITY FOR LOSS AND DAMAGE

Subject to these Conditions the Carrier shall be liable for any loss, or misdelivery of or damage to goods occasioned during transit unless the Carrier shall prove that such loss, misdelivery or damage has arisen from:

- (a) Act of God;
- (b) Any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of, or damage to property by or under the order of any government or public local authority;
- (c) seizure under legal process;
- (d) act or omission of the Trader or owner of the goods or of the servants or agents of either;
- (e) inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the goods;
- (f) insufficient or improper packing;
- (g) insufficient or improper labeling and addressing;
- (h) riots, civil commotion, lockouts, general or partial stoppage or restraint of labour from whatever cause;
- (i) consignee not taking or accepting delivery within a reasonable time;

Provided that the Carrier shall not incur liability of any kind in respect of a Consignment where there has been fraud on the part of the Trader or the owner of the goods or the servants or agents of either in respect of that consignment.

### 12. LIMITATION OF LIABILITY

Subject to these Conditions the liability of the Carrier in respect of any one consignment shall in any case be limited:

- (1) where the loss or damage however sustained is in respect of the whole of the consignment to a sum at the rate of £10,000 per metric tonne on either the gross weight of the consignment as computed for the purpose of charges under clause 9 hereof or where no such computation has been made, the actual gross weight;
- (2) where loss or damage however sustained is in respect of part of a consignment to the proportion of the sum ascertained in accordance with (1) of this condition which the actual value of that part of the consignment bears to the actual value of the whole of the consignment.

Provided that:

- (a) nothing in this clause shall limit the Carrier's liability below the sum of £20.00 in respect of any one consignment.
- (b) the Carrier shall not in any case be liable for indirect or consequential damages or for loss of a particular market whether held daily or at intervals.
- (c) the Carrier shall be entitled to require proof of the value of the whole consignment.

### 13. GENERAL LIEN

The Carrier shall have a general lien against the owner of any goods for any monies whatsoever due from such owner to the Carrier. If any lien is not satisfied within a reasonable time the Carrier may at his absolute discretion sell the goods as agents for the owner and apply the proceeds towards the monies due and the expenses of the sale, and shall upon accounting to the Trader for the balance remaining, if any, be discharged from all liability whatsoever in respect of the goods.

### 14. UNREASONABLE DETENTION

The Trader shall be liable for the cost of unreasonable detention of vehicles, containers, and sheets but the Carrier/Contractor's rights against any other person shall remain unaffected.

### 15. COMPUTATION OF TIME

In the computation of time where the period provided by these conditions is seven days or less, the following days shall not be included:

**In England and Wales:**  
Saturday, Sunday, Good Friday, Christmas Day, New Year's Day or a Bank Holiday

**In Scotland**  
Saturday, Sunday, 1<sup>st</sup> and 2<sup>nd</sup> January, Spring Holiday or Autumn Holiday

### 16. V.A.T.

All charges shown on the Carrier's tariff's exclude V.A.T.

## SOUTHERN EXPRESS FREIGHT LTD

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