

M. Large Tree Services Ltd

Conditions For Lifting & Carriage of Goods 01/03/2007.

These conditions replace any previous conditions for lifting, loading or carriage of any goods by M. Large Tree Services Ltd (MLTS). In some circumstances the customer may not be entitled to full or any compensation for loss and are recommended to obtain professional advice on appropriate insurance cover whilst goods are in transit or being lifted.

MLTS the carrier is not a common carrier and accepts goods for lifting or carriage only upon that condition and additional conditions set out below. No one is permitted to vary these conditions without the written permission of a director of MLTS.

Unless agreed otherwise in writing before lifting or carrying, the customer shall be deemed to have accepted these conditions in full.

1. Definitions.

- a) 'Contract' means the contract for lifting or carriage between the customer & MLTS.
- b) 'Customer' means the person or organisation who contracts for the services of MLTS.
- c) 'Consignee' means the person or organisation with whom MLTS contacts to deliver or lift the goods.
- d) 'Consignment' means the goods carried or lifted whether as bulk, single or multiple items, in one or more loads.

2. The customer warrants that he is either the owner of the consignment or is authorised by the owner and accepts these conditions.

3. Dangerous goods, as listed by approved bodies, government departments or other authorities must be notified to MLTS by the customer, along with their classification and any required instructions for their handling, lifting or carriage.

4.

- a) Lifting or carrying shall commence when MLTS is given possession of the consignment.
- b) Lifting or carriage shall finish when the consignment is tendered to the customer.
- c) The customer is responsible for providing safe and suitable access and support for plant & vehicles supplied by MLTS.

5. Subject to these conditions MLTS shall be liable for:

Physical loss or damage to any goods in any consignment accepted for lifting or carrying by MLTS unless the loss or damage has arisen

from, and MLTS has taken reasonable step to minimise the effects of:

- (1) Consequences of invasion, war, hostilities by foreign, riot, civil war, insurrection or terrorism
- (2) Destruction under an order from any Government Department or public or local authority.
- (3) Error, act of omission, mis-statement or misrepresentation by the customer or his agent or other owner of the consignment.
- (4) Seizure or forfeiture under a legal process
- (5) Insufficient or improper labelling, addressing or packing
- (5) An act of God.

6. Fraud

MLTS shall not be liable in any circumstances for any consignment where there has been fraud by the customer, the owner or their servants or agents.

7. Limitation of Liability

1. Except as otherwise provided in these Conditions, the liability of MLTS in respect of claims for physical loss or damage to goods comprising the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of:
 - a) the value of the goods actually lost or damaged;
 - or
 - b) the cost of repairing any damage or of reconditioning the goods;
 - or
 - c) a sum calculated at the rate of £1,300 Sterling per tonne on the gross weight of the goods actually lost or damaged; and the value of the goods actually lost or damaged shall be taken to be their invoice

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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:

1. in the case of loss or damage to a part of the Consignment the weight to be taken into consideration in determining the amount to MLTS' liability is limited shall be only the gross weight of that part regardless of whether the loss or damage affects the value of other parts of the Consignment;
 2. MLTS shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost or damage;
 3. The customer shall be entitled to give to MLTS written notice to be delivered at least 7 days prior to commencement of transit requiring that the £1,300 per tonne limit in 7 (c) above be increased, but not so as exceed the value of the Consignment, and in the event of such notice being given the Customer shall be required to agree with MLTS an increase in the carriage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned £1,300 per tonne limit shall continue to apply.
2. The liability of MLTS 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 claimant's proved loss, whichever is the lesser, unless;
- a) At the time of entering into the Contract with MLTS the Customer declares to MLTS a special interest in delivery in the event of physical loss or damage or of an agreed time

limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and

- b) At least 7 days prior to the commencement of transit the Customer has delivered to MLTS written confirmation of the special interest, agreed time limit and amount of the interest.

8. Time Limits for Claims

(1) MLTS shall not be liable for:

- a) Damage to the whole or any part of the Consignment, or physical loss 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;
- b) 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,

1. It was not reasonably possible for the Customer to advise MLTS or make a claim in writing within the time limit applicable and
2. Such advice or claim was given or made within a reasonable time

MLTS shall not have the benefit of the exclusion of liability afforded by this condition.

(2) MLTS 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.

(3) 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.

9. Law and Jurisdiction

The Contract shall be governed by Northern Ireland law and Northern Ireland courts alone shall have jurisdiction in any dispute between MLTS and the Customer.

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