

ACCOUNT APPLICATION FORM

PLEASE POST THIS FORM TO: John Harland, Business Post Ltd,
464 Berkshire Avenue, Slough, Berkshire, SL1 4PL.



IMPORTANT PLEASE READ TERMS AND CONDITIONS PAGE 2

OFFICE USE ONLY	
DATE OPENED: _____ ACCOUNT NO.: _____	CODE: _____ TRADED WITH B.P. PREVIOUSLY: _____ REP NO.: _____
REGISTERED NAME: _____	REGISTERED OFFICE ADDRESS: _____
REGISTERED NUMBER: _____	Traffic Contact Name: _____
NATURE OF BUSINESS: _____	Tel No. _____
DATE COMMENCED TRADING: _____	Contact for Payment _____
TRADING ADDRESS: _____	Tel No: _____
Postcode _____	INVOICE ADDRESS (if different): _____
Tel No: _____ Fax: _____	Postcode _____
Email Address: _____	Tel No: _____
Email Address: _____	Email Address: _____
Organisation Type <input type="checkbox"/> Sole Trader <input type="checkbox"/> Limited Co <input type="checkbox"/> Partnership <input type="checkbox"/> P.L.C <input type="checkbox"/> Other _____	
PLEASE GIVE THE NAMES OF TWO DIRECTORS, FOR PARTNERS OR SOLE TRADER, HOME ADDRESS REQUIRED.	
Name: _____	Name: _____
Address: _____	Address: _____
The applicant will be responsible for all indebtedness when the account number allocated is given, irrespective of who gives the instructions. It is therefore important that only approved personnel are allowed access to the account number.	
TRADING REF 1. Name: _____	TRADING REF 2. Name: _____
Address: _____	Address: _____
Tel: _____	Tel: _____
BANK NAME: _____	AM'T OF MONTHLY CREDIT REQUIRED (£) _____
BRANCH: _____	
ACCOUNT NAME: _____	
SORT CODE <input type="text"/> <input type="text"/> <input type="text"/>	CONTRIBUTION TO CHARITY (If paying by Direct Debit)
ACC No: _____	Please Tick
No. Of years held _____	NCH ACTION FOR CHILDREN <input type="checkbox"/>
	NSPCC <input type="checkbox"/>
Important: a) Completion of this application does not imply or confer credit facilities b) The carrier reserves the right to make further enquiries in connection with the application c) The carrier reserves the right to refuse credit or Trading Facilities d) The sending of the consignment by the carrier will be deemed to constitute acceptance of the Terms and conditions	
DECLARATION I/we confirm the information above is correct in all respects and that the traffic profile which shows that on average our monthly volume of _____ consignments is correct to the best of my knowledge. I/we acknowledge that should there be variations in the traffic profile against that stated on the quotation, Business Post reserve the right to revise the rates that have been quoted. I/we have received a copy of, read and understood the terms and conditions of carriage and agree to abide to them I/we understand that my credit terms are 20 days from invoice date and that if my account is not settled within these credit terms I/we may incur late settlement surcharges and the account may be placed on stop. I/we accept that if monthly spend is below £250 the account will be settled by Direct Debit	
Signed: _____	Date: _____
Print Name: _____	Position: _____

Terms and Conditions

1 Interpretation

1.1 Unless the context indicates otherwise -

"Address Label" means an approved Business Post bar-coded address label;

"Breakable Goods" includes but is not limited to glass, china, ceramics, pottery, stoneware, fossils, and works of art;

"Conditions" means these terms and conditions;

"Consignee" means the person to whom the Consignment must be delivered as specified on the Address Label;

"Consignment" means any goods, whether a single item, in bulk or a number of separate items to be delivered to the same Consignee (including any of them or any part of them);

"Dangerous Goods" means items specified in UNRTDG and any other items which we specify to be dangerous goods;

"Delivery Address" means the address and postcode specified on the Address Label;

"Restricted Goods" means bullion, cashiers or travellers cheques, currency, money orders, negotiable instruments in bearer form, antiques, stamps, firearms (including but not limited to replicas, imitations and blank firing pistols), explosives, tobacco or tobacco products, and precious stones or metals;

"UNRTDG" means the United Nations Recommendations on the Transport of Dangerous Goods;

"Value" means, in respect of any Consignment, the lesser of the purchase price and the market value of the Consignment;

"we" means Business Post Limited (company number 965783) whose registered office is at Express House, 464 Berkshire Avenue, Slough, Berkshire SL1 4PL and includes our employees, agents and sub-contractors and "us" and "our" will be interpreted accordingly; and

"Working Day" means a day other than a Saturday, Sunday, public holiday or bank holiday;

"you" means the person, or company whose order for the delivery of a Consignment is accepted by us, and includes the employees, agents and subcontractors of that person, or company, and "your" will be interpreted accordingly.

1.2 The headings in these Conditions are for convenience only and do not affect their interpretation.

1.3 Where these Conditions specify a period of time that period will not include any day that is not a Working Day in any country through which transit of the Consignment passes.

1.4 Any reference in these Conditions to liability includes liability for negligence and any reference in these Conditions to an indemnity against liability, includes liability incurred from any injury, loss, damage, or legal proceedings.

2 Warranties and indemnities in relation to Consignments

2.1 In respect of every Consignment you warrant that:

2.1.1 you are the owner of the Consignment, or the agent of the owner who has authorised you to enter into these Conditions on the owner's behalf;

2.1.2 the Consignment and its packaging is fit and safe to be handled and carried by us;

2.1.3 the Consignment does not exceed any size or weight restrictions which we from time to time specify;

2.1.4 the Consignment does not contain any Restricted Goods;

2.1.5 the Consignment does not contain any items specified in classes 1, 2.3, 5.2, 6.2 or 7 of the UNRTDG;

2.1.6 the Consignment does not contain any other class of Dangerous Goods (unless, prior to transit commencing, we have agreed to carry those goods); and

2.1.7 if we do agree to carry a Consignment containing Dangerous Goods, that the Consignment does not contain Dangerous Goods in excess of the amounts specified for those goods in the UNRTDG.

2.2 You agree to indemnify us from any liability incurred as a result of –

2.2.1 a breach of the warranties contained in clause 2.1 or contained elsewhere in these Conditions;

2.2.2 us providing loading or unloading assistance to you, as envisaged in clause 6.

2.3 The indemnity given in clause 2.2 applies in respect of the transport of all Dangerous Goods whether those goods are carried with our consent or not.

3 Dangerous Goods

3.1 If we agree to carry any Dangerous Goods –

3.1.1 you must comply with all requirements of the UNRTDG in relation to those goods;

3.1.2 you must provide us with a written declaration of the nature of the goods and the nature of the hazard presented by the goods together with all instructions for the safe handling of the goods; and

3.1.3 the goods must be properly and safely packed and labelled in accordance with any requirements which we specify and in accordance with any statutory regulations for transport by road, sea or air.

4 Packaging and receipt of Consignments

4.1 Each Consignment must have an Address Label affixed to it and there must be a consignment note for every Consignment.

4.2 At your request we will sign a document acknowledging receipt of a Consignment. This document will not, regardless of its terms, be evidence of the condition, nature, quantity or weight of the Consignment when delivered to us.

5 Rejection of Consignments

5.1 We reserve the right to –

5.1.1 open or inspect any Consignment;

5.1.2 in our sole discretion reject the carriage of any Consignment; and

5.1.3 charge an administrative fee for Consignments rejected and for the costs of returning the Consignment to you, if the Consignment is rejected because its carriage is prohibited by law or would be in violation of a provision of these Conditions.

6 Loading and Unloading

6.1 Unless we agree otherwise –

6.1.1 if we collect or deliver a Consignment to or from your premises, you are responsible for providing appropriate equipment and labour for loading or unloading the Consignment; and

6.1.2 if a Consignment requires equipment or labour in excess of the driver in order to be unloaded at the Delivery Address, you are responsible for providing that equipment and labour.

6.2 You acknowledge that any assistance we provide to load or unload a Consignment will be provided at our discretion and is at your sole risk and we will not be liable for any damage caused, whether negligently or otherwise.

7 Transit

7.1 Transit may occur using any means of transport and by any route we think fit. Without limiting this condition, you acknowledge that part of the transit of consignments for Jersey, Guernsey, Northern Ireland, Republic of Ireland, Aberdeen or any Scottish island will be by air.

7.2 Transit begins when we scan the Address Label to confirm acceptance of the item for delivery.

7.3 Transit ends -

7.3.1 when a Consignment is delivered to the Delivery Address as envisaged by clause 8;

7.3.2 when, in accordance with your instructions, a Consignment is left at the Delivery Address despite there being no-one available at the Delivery Address to take delivery of the Consignment; or

7.3.3 7 days after the Consignee is notified (whether in writing or orally) that we have made an unsuccessful attempt to deliver the Consignment and that the Consignment is available for collection from us.

8 Delivery

8.1 We will deliver Consignments to the Delivery Address, provided that if the Delivery Address has, or is served by a central mail delivery or collection area, we may deliver the Consignment to that area. We are not required to deliver Consignments personally to the Consignee.

8.2 You must select a service option on the consignment note specifying when the Consignment is to be delivered. If you do not select a service option you will be deemed to have selected the next day service option.

8.3 If you select –

8.3.1 the next day, Saturday, 48 hour or 72 hour service options we will deliver the Consignment by no later than the end of the relevant day or period;

8.3.2 a service option specifying a time by which delivery is to be made, we will deliver the Consignment within 30 minutes before or after such time.

8.4 We only deliver on Saturdays if you mark the Saturday service option on the Address Label, subject to the Saturday service being available in that geographical area. If we make an unsuccessful attempt to make a delivery on a Saturday, you must still pay the Saturday delivery fee.

8.5 Time for delivery is not of the essence. We will not be in breach of these Conditions if a Consignment is delivered late.

8.6 At your request, within 14 days of the date the Consignment is delivered, we will use reasonable

endeavours to provide a proof of delivery of the Consignment, provided that provision of the same does not constitute a condition of payment. We may at our discretion impose a charge for providing you with a proof of delivery outside this 14 day period.

9 International deliveries

9.1 These Conditions, together with the terms printed on the back of the international consignment notes ("Waybill"), apply to all collections and deliveries to be made outside the United Kingdom.

9.2 We acknowledge that the following International Conventions may apply to the delivery of a Consignment –

9.2.1 the Convention on the Contract for the International Carriage of Goods by Road;

9.2.2 the Warsaw Convention of 1929; or

9.2.3 the Warsaw Convention as amended at the Hague in 1955.

9.3 If any of these Conventions apply to the delivery of a Consignment –

9.3.1 the relevant Convention will take precedence over these Conditions if there is a conflict between the two;

9.3.2 our liability for loss of or damage to or late delivery of the Consignment will be governed by and limited in accordance with the relevant Convention.

9.4 If a Consignment is being exported you must supply correct and complete documentation required for carriage and customs clearance at the commencement of transit.

9.5 You indemnify us against any liability or costs which may arise as a result of –

9.5.1 your failure to provide us with the documentation specified in clause 9.4;

9.5.2 any claims made by HM Customs and Excise in respect of dutiable goods consigned in bond or under Section 30(10) of the Value Added Tax Act 1994.

10 Undelivered or unclaimed goods

10.1 Subject to clause 10.2, we may sell or dispose of any Consignment if -

10.1.1 we cannot determine the sender or the Consignee of the Consignment;

10.1.2 we are unable to deliver the Consignment; or

10.1.3 transit is deemed to be at an end in terms of clause 7.3.3.

10.2 Before selling or disposing of a Consignment in terms of clause 10.1, we will –

10.2.1 retain it for 2 months; and

10.2.2 use reasonable endeavours to notify you that we intend to sell or dispose of the Consignment unless it is collected from us within a time period specified in that notice.

10.3 If, after the sale of a Consignment, we identify you as the sender of the Consignment, we will tender the sale proceeds to you after deducting –

10.3.1 all charges and expenses incurred by us in selling the Consignment; and

10.3.2 any outstanding charges relating to the Consignment.

10.4 Subject to any claim or right which you may have against us under these Conditions, a tender to you in terms of clause 10.3 will discharge us from all liability to you in respect of the Consignment, its carriage and storage.

11 Charges

11.1 Transit charges are subject to change without prior notice and will be payable by you within 20 days of the date of our invoice, or within such other period specified by us in a written notice to you.

11.2 All charges are expressed exclusive of VAT which, if chargeable, will be payable by you.

11.3 If you do not pay any sum payable to us on its due date, without prejudice to any other rights which we may have –

11.3.1 we may charge you interest on the outstanding sum from the due date until payment is made in full, both before and after any judgment, at a rate of 2% per month;

11.3.2 we may recover our costs and expenses of collecting the amount from you;

11.3.3 we may suspend deliveries of other Consignments, until the outstanding amount has been received by us; and

11.3.4 we may set off against the amount owed to us, any sums owing from you to us, regardless of whether we have issued you with an invoice for those sums or whether those sums have become due and payable.

11.4 Except where the quotation states otherwise, all quotations based on weight will be charged at whichever is the greater of the dead weight and the volumetric weight.

11.5 Parcels greater than 2 metres in length will incur an oversize surcharge and heavyweight items exceeding 30 kilograms per Consignment will incur a manual handling surcharge. The amount of these surcharges will be determined by us from time to time (see our current tariffs).

11.6 We reserve the right to levy a surcharge, including but not limited to –

11.6.1 on an invoice rendered under a minimum net value, as determined by us time to time;

11.6.2 on any Consignment submitted on a manual consignment note.

11.7 After an initial period of 10 minutes, we may charge you a £5.00 surcharge for each 15-minute period spent attempting to collect or deliver a Consignment.

11.8 If we attempt to make a delivery or collection and the attempt is unsuccessful, we may charge you an additional sum for the attempted delivery or collection and for each subsequent attempted delivery or collection.

11.9 All payments due from you under these Conditions must be made without deduction whether by way of counterclaim, set-off or otherwise unless you have a valid court order requiring an amount equal to the deduction to be paid by us.

11.10 You will notify us of any change in your name, address or other circumstances that may affect the payment of any charges, at least 14 days in advance of the date of the charge.

11.11 Any queries relating to invoiced charges must be received by us, in writing, within 20 days of the date of the invoice.

12 General exclusions of liability

12.1 We will not be liable for any loss, damage, non-delivery, miss-delivery or delayed delivery of any Consignment which occurs as a direct or indirect result of -

12.1.1 anything you do or omit to do;

12.1.2 any misstatement or misrepresentation you make;

12.1.3 the Consignment being insufficiently or improperly packaged;

12.1.4 the Consignment being incorrectly or insufficiently addressed or labelled (including by not including the correct postal code);

12.1.5 any latent or inherent defect of the goods in a Consignment or any inherent liability to wastage, vice or natural deterioration or electrical derangement of the goods in a Consignment.

12.2 Under no circumstances will we be liable to you for pure economic loss or loss of profit, business, sale, market, goodwill and like loss, whether direct or indirect and whether caused negligently or otherwise.

12.3 Notwithstanding anything to the contrary contained in these Conditions, any liability for fraud, death or personal injury resulting from our negligence, is not limited.

12.4 Notwithstanding anything to the contrary contained in these Conditions, if you use us as a sub-contractor for the delivery of a Consignment, our liability to you will be limited by your contractual liability to your customer.

12.5 We will not be liable to you for any loss, damage, non-delivery, miss-delivery or delayed delivery of a Consignment or for any failure or delay in the performance of our obligations under these Conditions due to an event beyond our reasonable control including, without limitation -

12.5.1 delay or cancellation of ferries, flights or railway transport;

12.5.2 failure of a Consignee to accept delivery of a Consignment;

12.5.3 delays in or refusal of customs clearance;

12.5.4 acts of God, war, riot, civil commotion, malicious damage to property, blockades, strikes, lockouts or other industrial disputes (whether involving our workforce or that of a third party) compliance with any law or governmental order, rule, regulation or direction, seizure under legal process, national emergencies, fire, flood, tempst or storm, accident, breakdown of plant or machinery, default of supplies (including, without limitation, fuel) or default of sub-contractors.

12.6 We will not be liable to you if a "non-signature" service is requested, or written instructions are given to leave goods in a "safe" location, and the goods are subsequently lost or damaged.

13 Exclusion of liability for particular Consignments

13.1 You acknowledge that it is our policy –

13.1.1 not to carry Restricted Goods;

13.1.2 to only carry Consignments containing perishable goods, food, liquids, paints, inks, plants, animals or animal parts, insects, drugs, medicines or alcoholic beverages, if we have agreed in writing before transit commences to carry those goods.

13.2 If goods referred to in clause 13.1 are carried by us in breach of clause 13.1, we accept no liability in respect of those goods.

13.3 You acknowledge that our transit system is not suitable for carrying Breakable Goods. We accept

no liability for damage if Breakable Goods are carried.

14 Liability for late delivery

14.1 If for whatever reason, a Consignment is not delivered on time -

14.1.1 we will upgrade the service at our expense, to the next quickest service option available for that Consignment; or

14.1.2 we will credit you with the difference between the amount you paid and the cost of the slower service that, had you utilised that slower service, would have resulted in the Consignment being delivered at the time it was actually delivered.

14.2 We accept no liability for late delivery of any Consignment for which you select the slowest service option available for such Consignment.

15 Liability for loss or damage

15.1 Our maximum liability for loss or damage per Consignment is £10,000.00.

15.2 Subject to clause 15.1, our liability for loss of or damage to any Consignment, is limited to the lesser of -

15.2.1 the Value of the Consignment, or the part of the Consignment, which has been lost or damaged;

15.2.2 the cost of repairing any damage to the Consignment; and

15.2.3 a sum calculated in terms of clause 15.3 or 15.4.

15.3 If you have not purchased Extended Cover, as provided for in clause 16, the sum referred to in clause 15.2.3 will be £100 per kilogram of the weight charged for that Consignment, provided that if only part of the Consignment is lost or damaged it will be presumed, unless the contrary is shown, that each of the goods in the Consignment were of equal weight.

15.4 If Extended Cover is purchased, as envisaged in clause 16, the sum for the purposes of clause 15.2.3 will be equivalent to –

15.4.1 the number of units of Extended Cover purchased for that Consignment; or

15.4.2 if the total Value of a Consignment exceeds the number of units of Extended Cover purchased for a Consignment and only part of the Consignment is lost or damaged, a pro rata amount of the value of the loss or damage. In calculating this amount, we will reduce the actual value of the loss or damage by an amount equivalent to the shortfall between the amount of the Extended Cover and the total Value of the Consignment.

15.5 Where liability for loss or damage in terms of clause 15.2 is accepted by us, an excess of £55.00 will apply to every claim and you will be responsible for paying the excess.

15.6 If a cheque that is part of a Consignment is lost during transit, our liability will be limited to the lesser of the cost of cancelling and reissuing the cheque and £10.00.

15.7 Our liability for any loss of or damage to a Consignment incurred while that Consignment is being carried by water, rail or air, will not exceed the liability of the carrier providing the water, rail or air carriage.

15.8 Shock labels or similar devices designed to show whether a Consignment has been subject to treatment likely to cause damage to it are not accepted as proof of damage of any Consignment.

16 Full transit liability option

16.1 Unless the quotation states otherwise, before transit commences you may request an increase in our liability for loss or damage under the extended cover option ("Extended Cover"). Extended Cover is not an insurance policy.

16.2 If we agree to give you Extended Cover, it will be available in units of £1,000 up to a maximum of 10 units per Consignment.

17 Time limit for claims

17.1 We will only be liable for loss of or damage to Consignments if –

17.1.1 you notify us of the loss or damage within –

a) 3 days of the date of delivery if the proof of delivery is signed as having been received in good condition; and

b) 7 days of the date of delivery (or the due date for delivery if the whole Consignment has been lost) in all other cases; and

17.1.2 you make a written claim against us within 21 days of the date of delivery or the due date of delivery.

17.2 Notification on the delivery document is insufficient notification for the purpose of clause 17.1.

17.3 We will not be liable to you in respect of any late delivery, or any loss, damage, non-delivery or miss-delivery of a Consignment unless legal proceedings are commenced against us within 12 months from the date when transit commences.

17.4 We may require you to substantiate a claim by providing relevant information about the Consignment, including proof of Value, estimates of repair costs and in the case of damage, to provide the Consignment and packaging for inspection.

18 Lien

We have a general and particular lien over all Consignments for monies owing from you. If payment from you remains due and unpaid, we reserve the right to notify you of the amount of any lien and of our intention to exercise the lien by selling the Consignment. If any lien is not satisfied within 7 days of us notifying you of its exercise, we may sell the Consignment as your agent. We will tender the sale proceeds to you after deducting all monies owing from you and all expenses and charges incurred in the sale. Having done so we will have no further liability to you for the Consignment.

19 Sub-contracting

19.1 Agents or subcontractors employed by us –

19.1.1 may perform any of our obligations under these Conditions;

19.1.2 may benefit from these Conditions;

19.1.3 will have no greater liability to you than we do.

20 Communications

20.1 All communications between the parties about the interpretation or application of these Conditions must be in writing and delivered by hand, pre-paid post or fax, to -

20.1.1 our registered office, if to us;

20.1.2 the address specified on the account application form, if to you; or

20.1.3 to another address if either party notifies the other party of that address in writing.

20.2 Communications will be deemed to be received -

20.2.1 if sent by pre-paid post, 3 Working Days after posting;

20.2.2 if delivered by hand, on the day of delivery;

20.2.3 if sent by fax before 4:00pm on a Working Day, at the time of transmission;

20.2.4 if sent by fax after 4:00pm on a Working Day , on the next Working Day.

21 Data Protection Act

21.1 You consent to and understand that for all account applications, a credit search will take place using a credit reference agency. The results of the credit search may be shared with other Business Post Group companies.

22 General

22.1 We are not and do not contract as a common carrier. Any Consignment accepted for transit is accepted on these Conditions to the exclusion of all others. Delivery of a Consignment to us by you will be conclusive evidence of your acceptance of these Conditions.

22.2 Variations to these Conditions and representations about the services we are to provide to you will be ineffective unless expressly agreed in writing by an authorised signatory.

22.3 Any failure by us to enforce any provision of these Conditions will not amount to a waiver of our rights.

22.4 These Conditions are personal to you and you may not assign, license or sub-contract any of your rights or obligations under them without our prior written consent.

22.5 Any provision of these Conditions which is held by any competent authority to be unenforceable, whether because it is invalid, void, voidable, or unreasonable will, to the extent of such unenforceability, be deemed severable and the rest of the provisions in these Conditions will not be affected.

22.6 These Conditions contain all the terms which we have agreed in relation to the subject matter of these Conditions. Neither party has been induced to enter into these Conditions by a statement or promise which they do not contain. This clause 22.6 will not exclude any liability which one party would otherwise have to the other in respect of any fraudulent statements.

22.7 The formation, performance, validity and interpretation of these Conditions are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

22.8 The parties to these Conditions do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

April 2008