

## ON THE GO EXPRESS LTD'S TERMS AND CONDITIONS UPDATED VERSION FROM MAY 2019

These Terms and Conditions (the "Conditions") regulate the terms upon which On The Go Express Ltd, a private limited company registered in England and Wales (company number 11194048) whose registered office is in Northampton, provides services through third parties, including but not limited to the transportation and delivery of goods agreed by it via its website [www.onthegoexpress.com](http://www.onthegoexpress.com) (the "Services").

A copy of these Conditions, together with the Privacy Policy and Cookies Policy of On The Go Express Ltd, are accessible on its website, [www.onthegoexpress.com](http://www.onthegoexpress.com) (the "Online Platform") and apply to both the use and/or the provision of the Services and the Online Platform.

We reserve the right to temporarily modify, extend or suspend, at any moment and unilaterally, without the need for prior notice, the presentation, technical specifications and configuration of the Services and/or the Online Platform, their contents, as well as these Conditions. All website content shall be in English.

### 1. DEFINITIONS

In these Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- "Additional Charges":** means the charges, if any, that may be incurred throughout the provision of the Services and as outlined in Schedule 1;
- "Bill of Lading":** being the transport document comprised of the receipt for the Consignment and as evidence of the contract of carriage and title to the Consignment;
- "Business Day":** means a day other than Saturday, Sunday, or public holiday in England, when the banks in London are open for business;
- "Carrier":** means the transportation provider that has the obligation of carrying out the delivery of the Consignment to the Consignee for and on behalf of the Loader;
- "Conditions":** means these Terms and Conditions (as may be amended from time to time);
- "Consignor":** means the individual, body, or body corporate (if any and where the Loader does not do so itself), who, on behalf of the Loader, shall deliver the merchandise to the Carrier at the address as specified in the Load Form;
- "Consignee":** means the individual to whom the Carrier should deliver the Consignment to as specified in the Load Form;

- “Consignment”:** means the packages that comprise the merchandise, of any sort, which are, may be, or are intended to be received for transportation and delivery to the Consignee which may include a single consignment or series of the same;
- “Contract”:** means the contract between us and the Loader for the performance of the Services (or where appropriate between us and the Carrier) subject to these Conditions;
- “Final Price”:** means the total price for the Services less the Initial Price paid upon submitting a Load Form, unless previously agreed credit terms apply, plus all expenses and Additional Charges incurred;
- “Initial Price”:** means the initial price for delivery of the Consignment as specified in the Load Form which has been communicated to the Loader on completion of the Load Form via the Online Platform, which for the avoidance of doubt does not include any Additional Charges that may become due and payable throughout the Services;
- “Loader”:** means the individual, body, or body corporate whose Load Form has been accepted by us, and includes any employees, agents and Consignors of the Loader;
- “Load Form”:** being the order form that is to be completed by the Loader and which is displayed during the ordering process via the Online Platform, which will include as a minimum, the load specifications, address of collection, delivery address, load weight, requirements for transport in a special vehicle, range of hours for collection and delivery of the Consignment and any other requirements that may be necessary to carry out delivery of the Consignment;
- “Online Platform”:** means [www.onthegoexpress.com](http://www.onthegoexpress.com) the website through which the Services are facilitated;
- “Prohibited Merchandise”:** contraband or illegal, dangerous, radioactive, hazardous or offensive products, articles that are regulated by the European Agreement concerning the International Carriage of Dangerous Goods by Road (“ADR”), live animals, aggregates, including stones, minerals, land and any material derived from quarries, cranes and any other good that may be qualified as dangerous based on their nature or based on the precautions that should be taken for their transport, or, when relevant, based on the legal regulation that determines this;
- “Registered User”:** means any person who has registered for access to the Services via the Online Platform;
- “User Registration Form”:** means the online application form submitted via the Online Platform when applying to become a Registered User;

**“we/us/our”** means On The Go Express Limited (company number 11194048) whose registered office is at 19 Colwyn, Northampton, Northamptonshire, NN1 3PZ; and

**“you/your”** means the Loader whose order for the delivery of a Consignment is accepted by us, and includes the employees, agents and Consignors of the Loader, or as the case may be and as may apply to particular clauses of these Conditions, the Carrier.

## **2. SCOPE OF THE SERVICES**

### **2.1. OBJECTIVES**

- 2.1.1. In return for the Initial Payment by you to us for the price as set out in the Load Form and in accordance with these Conditions, we will publish the Load Form as a live job ready for acceptance by a Carrier in accordance with the provisions outlined in clause 3.3.
- 2.1.2. The use of both the Services and the Online Platform are governed by the Contract and the terms included within these Conditions, both of which you are obliged to comply and adhere to accordingly.
- 2.1.3. We may amend the Services and/or Online Platform at any time, including the withdrawal or introduction of Services in part or in whole. In particular, where we have introduced new Services, such Services may be subject to additional terms and conditions which may be set out elsewhere other than in these Conditions.

## **3. ACCESS TO THE SERVICES AND USER CONDITIONS**

### **3.1. REGISTRATION**

- 3.1.1. The Services provided by us are facilitated via the Online Platform and use of both the Online Platform and/or Services is contingent upon you creating an account via the Online Platform, by completing and submitting a User Registration Form to become a Registered User.
- 3.1.2. When creating your account, you will be prompted and required to confirm that you agree to adhere to these Conditions when utilising the Services and using the Online Platform and your acceptance of the same is mandatory to being granted with access to the Services.
- 3.1.3. You shall be responsible for creating your username and password and for ensuring your log in details remain confidential. Your log in details will not be made public and as such you are responsible for monitoring the use of your log in details and will assume any damage and/or loss that may result from their incorrect use, as well as from the repercussions of revealing such details to a third party.

- 3.1.4. We reserve the right to reject a User Registration Form that we suspect may have been made in a fraudulent manner or in violation of any law and/or right of a third party. We reserve the right to remove any Registered User who we consider to be in breach of these Conditions or who has acted in a manner that clearly demonstrates a lack of intent or willingness to comply with them.
- 3.1.5. Unless otherwise notified, we have reason to believe that all data supplied by you when completing your User Registration Form, is true, accurate and complete and by registering for an account with us and submitting a Load Form, you consent to us using your data to foster the relationship with the Carrier and to provide such information to the Carrier. The Carrier has an obligation to notify us of any variation in the data supplied.
- 3.1.6. We reserve the right to demand sight of your identification documentation, and where relevant, the powers of representation based upon the capacity in which the Loader shall act, including expressly stating the company and VAT number of the company that you represent. We reserve the right to revoke your Registered User status and access to the Online Platform should you fail to deliver such documentation on request.

## 3.2. REGISTERED USER OBLIGATIONS

- 3.2.1. The Registered User agrees to make appropriate use of the Online Platform, and agrees not to engage in any of the following activities:
  - 3.2.1.1. use false identities, provide false information or that which belongs to another individual when submitting a User Registration Form, or displaying such information on your Registered User profile;
  - 3.2.1.2. transfer your account name and/or password to any natural or legal entity;
  - 3.2.1.3. engage in illegal or unlawful activities or those that are contrary to good faith and public order;
  - 3.2.1.4. to publish or announce details of a Consignment in the Load Form that may be in breach of clause 5.2.1.5;
  - 3.2.1.5. to engage in any act that may directly or indirectly damage us or another Registered User;
  - 3.2.1.6. to suppress, avoid or manipulate the online safety measures implemented by us;
  - 3.2.1.7. to attempt to access and, when relevant, to use the account of another Registered User or to modify their account details or details of their profile;
  - 3.2.1.8. to collect, in any manner, information relating to a Registered User without their consent; or

- 3.2.1.9. to distribute a virus or any other form of technology that may damage us or the interests and properties of our other Registered Users.

### **3.3. PROCEDURE REGARDING LOAD FORMS AND CONSIGNMENTS**

- 3.3.1. The Services are initiated when you submit a request for delivery of the Consignment by completing the Load Form. In return for the Initial Payment by you to us for the price as set out in the Load Form and in accordance with these Conditions, we will publish the Load Form as a live job ready for acceptance by a Carrier.
- 3.3.2. Following completion of the Load Form, you confirm that you agree to and are familiar with the following:
  - 3.3.2.1. the content of these Conditions;
  - 3.3.2.2. the Consignment specification;
  - 3.3.2.3. the Initial Price to be paid for the Consignment, subject to any Additional Charges that may be payable; and
  - 3.3.2.4. the other specific conditions applicable to the Consignment which, when relevant, may exist.
- 3.3.3. Once we publish the Load Form as a live job, your data shall be published on the Online Platform and will become visible to all Carriers in the relevant area.
- 3.3.4. The Consignment shall be assigned to the first Carrier who accepts it and has the ability to comply with the specification requirements outlined in the Load Form. Once accepted by the Carrier, we shall send email confirmation of the acceptance to you, using the email address provided when submitting your Load Form.
- 3.3.5. Once a Consignment has been accepted by a Carrier, we shall take all appropriate steps to facilitate the delivery of the Consignment. It will be your responsibility to effect the delivery of the Consignment to the Consignor and the Consignor's subsequent delivery to the Carrier where you are not delivering to the Carrier yourself. We will facilitate the transportation of a Consignment thereon and from the Carrier to the Consignee.
- 3.3.6. You shall be responsible for providing your own telephone number/s for use of the Services and acknowledge that in certain circumstances we may make contact with you outside of the Online Platform.
- 3.3.7. In order to satisfy your specific transportation needs, you acknowledge that we may offer the Consignment to specific Carriers prior to the Load Form being posted as a live job on the Online Platform.

- 3.3.8. You may cancel your Load Form and request for delivery of a Consignment at any time prior to its acceptance by a Carrier. If you notify us that you wish to cancel the Load Form after the acceptance of the same by a Carrier, Additional Charges may be payable in accordance with the cancellation fees outlined in paragraph 2.8 of Schedule 1.
- 3.3.9. You shall keep us indemnified against any loss and/or damages in respect of any claim presented to or imposed on us in the case of a breach of data protection and any data protection legislation or the provisions outlined in clause 16.
- 3.3.10. We do not guarantee acceptance of a Consignment by a Carrier. If the Consignment is not accepted, we shall notify you of the lack of availability of Carriers so that the Consignment can be posted again on the Online Platform.

#### **4. DELIVERY OF THE CONSIGNMENT**

##### **4.1. FACILITATING DELIVERY**

- 4.1.1. You shall direct any questions in relation to the Load Form to us, and we shall designate a member of our customer service team, who will be responsible for overseeing the administrative matters in relation to the delivery of the Consignment. Our customer service representative shall handle all questions that you may have with regards to the Services and/or quality of the Service received, including the Load Form and/or Consignment and any queries or technical difficulties you may be experiencing with the Online Platform. Any instructions provided in respect of the route that should be taken for delivery of a Consignment is merely informative. A member of our customer service team can be contacted via telephone on +44 (0) 7908523160 or via email at [info@onthegoexpress.com](mailto:info@onthegoexpress.com)
- 4.1.2. Once the Consignment has been collected by the Carrier at its site of origin, the Consignor or you (as the case may be) shall immediately sign a copy of the Bill of Lading and provide the same to the Carrier in accordance with these Conditions. Once signed the Consignment is considered to be delivered by the Consignor or you (as the case may be) to the Carrier in accordance with the terms agreed in the Load Form.
- 4.1.3. Once the Consignment has been delivered to the Consignee, the Consignee shall sign the Bill of Lading and the Carrier shall immediately sign and upload a copy of the duly completed Bill of Lading on to the Online Platform. Once the Consignee has signed the Bill of Lading, the Consignment will be deemed delivered.

##### **4.2. YOUR RESPONSIBILITIES IN RESPECT OF DELIVERY OF A CONSIGNMENT**

You acknowledge that you are responsible for attending to the following matters in respect of facilitating the delivery of the Consignment to the Consignee:

- 4.2.1. delivery of the Consignment: you are responsible for arranging for the Consignment to be delivered by the Consignor or yourself to the Carrier at the place and time that has been agreed upon in the Load Form;

- 4.2.2. delivery of documentation: you are responsible for completing the Load Form, based upon which the Bill of Lading shall be generated, including all of the documentation regarding the Consignment that is necessary to carry out the transport and all procedures that the Consignor has carried out prior to delivery to the Carrier and the Consignment's subsequent delivery by the Carrier to the Consignee;
- 4.2.3. special delivery requirements: it is also your obligation to inform, where relevant, if a Consignment should be delivered using specially prepared vehicles for the control of temperature, humidity or other environmental conditions and if there are special instructions for its transport. Therefore, you are responsible for all damages that may result from the absence, insufficiency, imprecision or irregularity of these documents and information;
- 4.2.4. carry out loading and unloading activities, stowing and stevedoring: it is your responsibility to carry out the loading and unloading of the Consignment in to the Carrier's vehicle, assuming the liability derived from the damages produced due to the handling and stowing of a Consignment in its origin, just as the Carrier shall not be liable for the handling and stevedoring of the load in its destination, except when the Load Form explicitly states that the loading and/or unloading shall be carried out by an individual and/or entity other than the Consignor instructed on the Loader's behalf, in which case it shall be this individual, be it the Carrier or a third party, who is liable for the execution of the loading and/or unloading process. The same regime shall be applicable for the stowing and stevedoring of a Consignment;
- 4.2.5. preparation and identification of the Consignment: you are responsible for ensuring the Consignment is packaged, wrapped and/or palletised correctly, and for preparing it for transport. The Consignment should be delivered to the Carrier, suitably prepared and wrapped, so that it may undergo its transport under normal conditions and so that it does not constitute any danger to the Carrier, its personnel, other merchandise or third parties. The packages that make up each Consignment should be clearly identified and labelled using the corresponding signs, coinciding with the description of the same in the Bill of Lading. You shall be responsible for any damage to any third party, transport material and/or other merchandise, as well as for the expenses incurred, by default, in the packaging;
- 4.2.6. acceptance of the Consignment at the destination: you should ensure the acceptance of the Consignment by the corresponding Consignor. Therefore, when the Consignment cannot be delivered, due to the unavailability of the Consignor at the location indicated in the Bill of Lading, due to the failure to care for the merchandise under the conditions established in the Contract, due to the failure to sign the Bill of Lading, or due to the unavailability of the Consignor or of the technical and/or human team as required for the loading, handling and unloading of the merchandise, you shall be responsible for the expenses and damages caused to us and/or to the Carrier;
- 4.2.7. we do not offer storage and/or deposit services for a Consignment and in the instance that a Consignment is unable to be delivered due to causes that are not attributed to us

and/or the Carrier, this later party shall be obligated to hold the Consignment, or when the delivery cannot be completed under the established Conditions, due to justified causes, you shall authorise us to indicate the decision to be adopted to the Carrier so as to ensure the proper completion of the Consignment, including the return of the Consignment to its place of origin, its deposit in a safe warehouse or driving it to its destination site under distinct conditions, excluding us from the liabilities derived from the custody and/or deposit of the same. The costs, including those derived from the potential loss of and/or damage to a Consignment, as well as any expenses and damages that may result from this situation, and, where relevant, from the adopted situation, shall be your responsibility;

- 4.2.8. vehicle revision: you should review the vehicle conditions and accept or reject the Carrier based on causes related to the space where the merchandise shall travel, such as (but not limited to): cleaning, odor, leaks or humidity, dirtiness or other conditions that may be unacceptable. If any vehicle, trailer or equipment is found to be unacceptable, it shall be your obligation to cease the loading of the Consignment. In this case, you shall immediately notify us and request an alternative solution. Your compliance with the technical measures shall be understood by their availability at the time of the Consignments loading and/or unloading; and
- 4.2.9. you recognise that we shall never be in possession of the Consignment that is being transported in connection with the Services. Similarly, you acknowledge that we have no knowledge of the contents of the packages comprising of the Consignment and you are fully responsible for ensuring the Consignment coincides with the goods and/or merchandise declared in the Load Form and/or Bill of Lading.

#### 4.3. **BILL OF LADING**

- 4.3.1. Throughout the transportation of the Consignment and at all stages in the transportation process, we shall demand a Bill of Lading via the Online Platform, in electronic format, and in four copies to be signed by the Consignor or you (as the case may be), Carrier, Consignee and, for these purposes, our legal representative. Once the Consignment has been completed, at all relevant stages in the delivery of the Consignment, the Bill of Lading, in digital form, shall be uploaded to the Online Platform for all parties to review and consider.
- 4.3.2. We require a Bill of Lading for every Consignment. If the Consignment is transported via various vehicles, we shall require one Bill of Lading per vehicle.
- 4.3.3. The Bill of Lading shall include all of the legally required information, and at least including at a minimum: (i) place and date of issue, (ii) identification of the intervening parties for each Consignment: Consignor, Carrier and Consignee, (iii) place and date of reception and delivery of the Consignment, (iv) nature of the Consignment, number of packages and identification signs and marks, (v) quantity of the Consignment, determined by its weight or expressed in another manner, (vi) type of packaging used to prepare the Consignment, (vii) agreed transport price, (viii) instructions for compliance with the mandatory administrative formalities and procedures related to the Consignment, and (ix) any other



information that the parties may consider useful and that is applicable based on special legislation, according to the nature of the Consignment or other circumstances.

- 4.3.4. You shall be responsible for any expenses and damage that may result from imprecise or insufficient information listed in the Bill of Lading. Any absence or irregularities in the Bill of Lading shall not result in the nullity or invalidity of the delivery of a Consignment. The omission of any of the previously cited information shall not affect the effectiveness of the Bill of Lading with regards to the information that has been included. The Bill of Lading, signed by the parties, bears witness to the correct completion of the delivery, as well as to the receipt of the Consignment, unless there is evidence to the contrary.

## **5. YOUR WARRANTIES AND INDEMNITIES IN RELATION TO CONSIGNMENTS**

### **5.1. DECLARATION AND GUARANTEES**

5.1.1. By accepting these Conditions, you confirm that you agree to and adhere to the following:

- 5.1.1.1. you have read, understood and accepted the content of these Conditions and agree to assume all of the obligations imposed upon you and included within these Conditions;
- 5.1.1.2. you have the capacity and/or authority to utilise our Services and to act in the name of or on behalf of the legal entity employing our Services or as a self-employed intermediary;
- 5.1.1.3. that you are only using our Services in a business capacity and not as a final consumer; and
- 5.1.1.4. you consent to your data being collected for the purposes of creating a profile as Registered User on our Online Platform and to the uploading of your data on to our Online Platform and your personal details being stored within it.

### **5.2. WARRANTIES AND INDEMNITIES**

5.2.1. In respect of every Consignment, you warrant to us that:

- 5.2.1.1. For the purposes of the Contract and these Conditions, you are the sole owner of every item comprised in a Consignment and in the instance that a third party makes a claim against us for loss of, or damage to, such goods beyond our liability to you, then you agree that you shall indemnify us against any losses that we may incur through that claim, including all legal costs and expenses and agree that we shall have no liability to you in these circumstances.
- 5.2.1.2. You have adequately packaged the Consignment including its contents and warrant that its packaging and the contents of the Consignment conform with their description, are fit and safe for us to attend to the performance of the Services, and that it is protected against all ordinary risks inherent in the performance of the Services, including (without

limitation) any sortation, handling, loading, unloading or otherwise dealing with the Consignment. For the avoidance of doubt, you acknowledge that where a Consignment contains goods that are in packaging by the manufacturer, such packaging forms part of the contents of a Consignment and therefore you must ensure that such packaging is at least as adequately protected as the goods themselves from the risks set out in this clause 5.2.1.2;

- 5.2.1.3. The Consignment does not exceed size or weight restrictions, which we may specify, and you have declared the correct size and weight of the Consignment to us in the Load Form. For the avoidance of doubt, you must ensure that a Consignment, or each and any constituent parcel or item forming a Consignment, shall not exceed the weight and size guidelines deemed for a single person to handle under the applicable manual handling legislation.
- 5.2.1.4. In the instance that the Consignment is under declared and does not conform with the specification outlined in the Load Form, you agree to indemnify us for any loss incurred by us in re-arranging delivery of a Consignment and we reserve the right to charge the price difference and may also, at our discretion, charge Additional Charges as outlined in Schedule 1.
- 5.2.1.5. The Consignment does not contain any Prohibited Merchandise and in the event that a Consignment contains such Prohibited Merchandise, we reserve the right to revoke the Contract and these Conditions and to take payment for the Final Price including any Additional Charges incurred. You agree to indemnify us against any losses and/or damage incurred by attempting to use our Services to transport such merchandise and may have derived from the operation of loading and/or unloading, depositing or facilitating the return of the Prohibited Merchandise that may arise.
- 5.2.1.6. The premises in which any person, including the Carrier, is to enter in connection with the performance of the Services is safe for the purposes of carrying out the Services. Notwithstanding any other clause within these Conditions, if we consider that any such premises are unsafe for the performance of the Services, then we may inform you and may inform the Carrier to refuse to enter such premises or perform any part of the Services and you shall indemnify and keep us indemnified from any claim made by a person which arises in connection with your premises, and any suppliers, customers or agents being unsafe for the performance of any part of the Services and any such premises being unsafe and any losses, damages, costs, expenses and liabilities incurred in connection with any such claim.
- 5.2.1.7. All information provided by you to us pursuant to the Contract and these Conditions is true and accurate and for the avoidance of doubt you acknowledge that we may, from time to time, request further information to improve the Services.

- 5.2.1.8. You will promptly provide all information that we may reasonably request in order to perform the Services, failure to do so when requested may result in additional charges being levied.
  - 5.2.1.9. You have complied with all applicable laws, rules, and guidance relating to the Consignment and will provide accurate forecasts of the volume of the Consignment(s) upon request by us.
  - 5.2.1.10. You agree to indemnify us from any liability incurred as a result of any breach of the warranties contained in this clause 5, or elsewhere within these Conditions.
  - 5.2.1.11. The indemnity given above applies in respect of the transport of all goods whether those goods are carried with our consent or not.
- 5.2.2. You shall communicate with the Carrier through our customer service representative that is responsible for monitoring the delivery of the Consignment, or by any other means agreed upon by us, according to the Contract or these Conditions.

## **6. CARRIERS**

- 6.1.1. You agree and acknowledge that we will utilise the services of a Carrier in order to support our provision of the Services to you, the costs of which will be borne at our own expense, and you agree that any Carrier instructed by us to undertake the Services on our behalf will also be entitled to the protection of these Conditions which exclude or limit liability for any loss or damage that may be incurred.

## **7. CARRIERS' WARRANTIES AND INDEMNITIES**

- 7.1.1. This clause 7 applies to a Carrier only.
- 7.1.2. As the Carrier, you warrant to us that you have the reasonable skill, knowledge and experience in the transportation industry in order to facilitate the collection and delivery of the Consignment and agree that you will perform the Services in a sufficient and adequate manner so to ensure that the Services comply with and adhere to these Conditions and our obligations to a Loader hereunder so that we are able to fulfil our obligations to Loaders hereunder and so as to avoid any act or omission which causes or contributes to any breach by us or any of our obligations to Loaders hereunder.
- 7.1.3. You shall be bound to us in respect of the collection and delivery of the Consignment, such as we shall be bound to provide the Services to the Loader under these Conditions and you acknowledge that there may be various different Consignments that may require collection and/or delivery from the same area at one time.

- 7.1.4. You shall be liable for and shall indemnify and keep us indemnified against all liability, losses, claims, demands, costs and expenses incurred or suffered by us as a result of any breach these Conditions or so arising out of your performance of the Services, including any proceedings whatsoever arising under any statute or at common law or from any negligence on your part, including all claims for damages.
- 7.1.5. In the instance that a dispute arises with a Loader or Consignee in respect of the Consignment and/or in the instance that the Consignment does not conform to the description afforded to it in the Load Form, you must notify us with immediate effect.

## **8. CHARGES AND PAYMENT**

### **8.1. PRICE FOR THE SERVICES**

- 8.1.1. The Initial Price shall be established by us via the Online Platform and on completion by you of the Load Form.
- 8.1.2. The Initial Price shall be payable upon submission of your Load Form and payment for the amount listed therein is dependent upon us posting your Load Form on the Online Platform for acceptance by the Carrier; any credit terms are given only at our complete discretion and subject to satisfactory credit checks. We reserve the right to review such terms in the event that there are any changes to your credit background and any such breach of the credit terms shall entitle us to suspend provision of the Services.
- 8.1.3. The Initial Price is not subject to any revision or modification except with prior written agreement from us. The Initial Price may however be revised in the instance that you provided incorrect or insufficient information when completing the Load Form.
- 8.1.4. You acknowledge that the Initial Price may vary depending upon the Consignment and delivery conditions required and that there is no set price for each particular Consignment with regards to, including but not limited to, the destination, distance from the site of origin to the destination, the size and quantity of the Consignment including its weight, volume, the collection or point of delivery, the agreed delivery hours, as well as the equipment and assistance required of the Carrier to facilitate the loading and/or unloading of the Consignment.
- 8.1.5. We shall inform you of any Additional Charges that may have incurred as soon as the causes that originated them are made known by the Carrier to us, such Additional Charges and the circumstances in which they may become duly payable are outlined in Schedule 1.

- 8.1.6. You are under an obligation to pay the Final Price, which for the avoidance of doubt, includes any Additional Charges that may have incurred throughout the Services and are to be paid by you once the Consignment has been delivered, unless previous credit terms have been agreed between you and us.
- 8.1.7. All charges are expressed as exclusive of VAT which, if chargeable, will be payable by you at the rate prevailing at the relevant tax point.
- 8.1.8. If payment for our invoices is not carried out within the agreed period and as specified in clause 8.2.1 or in the instance that you are offered credit terms, you do not pay any amount due and payable to us by the due date specified, without prejudice to any other rights which we may have we may charge you interest at a rate of 8% above the base rate of Bank of England from time to time, for each month that the amount remains outstanding from the due date and until payment is made in full, both before and after any judgment.
- 8.1.9. Further to clause 8.1.8 above, we may recover our costs and expenses incurred in recovering any outstanding amounts from you on an indemnity basis.
- 8.1.10. We may suspend or cancel deliveries of other Consignments, until all outstanding amounts have been received in full. For the avoidance of doubt, cancelling or failing to pay a direct debit shall entitle us to suspend the Services immediately and any previously agreed credit terms shall terminate with immediate effect.

## 8.2. **INVOICING**

- 8.2.1. In the instance that credit terms were not previously agreed by us, we shall generate invoices for each respective Consignment corresponding to each month in which a Consignment was delivered, such invoices shall be raised at the end of each month and are payable within 30 Business Days of receipt.
- 8.2.2. The invoice for each Consignment will outline the Final Price payable for the Services and shall be sent within the first five days of the month following the completion of the Services. The invoice will be sent to the e-mail address provided by the Registered User, including all of the Services carried out in the said month. The Registered User accepts receipt of the invoice in this manner.
- 8.2.3. Where you are a Carrier, any invoices must be supplied to us on the last working day of the month in which the Services were undertaken.
- 8.2.4. All payments required to be made by us to a Carrier pursuant to these Conditions shall

be made within 30 Business Days of receipt of the relevant invoice. It shall be your responsibility to ensure the invoice contains the correct account details and reference number and it is not our responsibility to verify the same when making payment.

8.2.5. Where any payment pursuant to these Conditions is required to be made by us on a day that is not a Business Day, it may be made on the next following Business Day.

8.2.6. All payments due under these Conditions must be made to us without deduction whether by way of counterclaim, set-off or otherwise unless to comply with a legal requirement.

### 8.3. YOUR PAYMENT METHODS

8.3.1. You may pay our invoices raised for the use of the Services in any of the following manners, always in accordance with that stipulated by us and these Conditions:

8.3.1.1. All transactions that involve the transfer of personal or bank data are to be carried out using a secure environment, a server that is based on the standard security technology, SSL (Secure Sockets Layer). All of the information that is transmitted shall be encrypted in the web. When paying with a VISA or MASTERCARD, the following data shall always be requested: card number, expiration date and validation code coinciding with the last 3 digits of the number printed in italics on the reverse side of the VISA or MASTERCARD, in this manner, offering increased guarantees of the security of the transaction.

8.3.1.2. When the payment is carried out through the Online Platform via credit or debit card, upon acceptance of these Conditions and the Initial Price to be paid for the same, you shall order the payment of the Initial Price to us. At this time, a payment platform shall be established online in which the same may be carried out. We shall retain the corresponding amount from the account of the bank card that is provided by the Registered User. You accept that it does not require any other notification or consent for the subsequent collection of the Initial Price. In the case in which the computer system notifies the rejection of your payment, the Load Form shall be automatically cancelled, and we shall inform you of the cancellation via the email address supplied when creating your Registered User account.

8.3.1.3. In respect of a Carrier, your access to the funds of the bank account retained by us shall be restricted and you shall not have the capacity to retain the funds until they have been cleared in to our account. We shall free up the amount that has been retained for a Consignment(s) if it is not accepted by a Carrier if you cancel the Consignment prior to its being accepted by a Carrier.

8.3.1.4. We shall carry out the payment order for the Final Payment due from you to us, immediately after the signing by the Carrier of the Bill of Lading and/or

equivalent document and/or the proof of the delivery of the Consignment has been uploaded on to the Online Platform.

- 8.3.1.5. In the case of payment by card, if any expenses or fees are generated in addition to the Initial Price, according to that established in these Conditions, you should pay, via transfer to our company's account that is outlined in the invoices, the difference resulting from the Initial Price paid and the Final Price listed, via bank card.
- 8.3.1.6. Where payment of the invoice has been charged fraudulently or unduly, using the payment card number and account details of a third party, the relevant third party and titleholder may demand the immediate cancellation of payment of the invoice. In this case, we shall credit the third parties account as soon as possible.
- 8.3.1.7. However, if the purchase order was carried out by you and the demand for a refund was not a result of having exercised the right to cancellation and, therefore, the cancellation was unduly requested, you shall be liable to indemnify us against any charges that may be incurred as a result of the cancellation.

#### **8.4. PAYMENT VIA BANK TRANSFER**

- 8.4.1. You may pay us the amount listed in our invoices generated at the end of each month via transfer to our company bank account, which is outlined in the invoice accrediting the Services. You have a maximum of 30 Business Days of the date of the invoice, unless previous credit terms have been agreed between us. You shall bear the loss of any potential exchange rates and bank commission rates that may apply.

#### **8.5. PAYMENT VIA DIRECT DEPOSIT**

- 8.5.1. You may pay for the invoices generated for the provision of the Services via direct deposit. To do so, it shall be necessary for us to facilitate the following:
  - 8.5.1.1. NIF/CIF of the payment titleholder, that is, the titleholder of the bank account from which the invoices are to be directly deposited;
  - 8.5.1.2. personal details of the payment titleholder (first name, last names and address);
  - 8.5.1.3. IBAN: international identification number for the bank accounts (bank account number and sort code); and
  - 8.5.1.4. authorization for direct deposit signed by the titleholder or legal representative to be provided to you in its banking entity for purposes of direct deposit of the receipt.

## **8.6. REGULATIONS FOR ALL INVOICES RAISED AND PAYMENT METHODS**

8.6.1. We shall send you a comprehensive invoice of the Services carried out within 5 days of the month following their completion and you will have 3 Business Days to present us with your rejection or acceptance of the same. Once this period has passed and you have not notified us of any discrepancies or disagreement that you have with the amount listed in the invoices, you will be permitted to make payment for the same within 30 days of the date of the invoice and in accordance with one of the payment methods as specified in clauses 8.3, 8.4 or 8.5 above.

8.6.2. All management and banking expenses that may arise from a lack of funds and/or rejection and/or return of the attempted payment shall be your responsibility and we you shall be liable for and shall indemnify and keep us indemnified against all losses incurred in respect of the rejection of payment.

## **9. COMPENSATION**

9.1. You agree to indemnify and keep us indemnified against all liability, losses, claims, demands, costs and expenses incurred or suffered by us as a result of any breach these Conditions and the Contract or so arising out of your performance of the Services, use of the Online Platform and Registered User account, the Consignment(s) and contents of the same, cancellation of a Consignment, including any proceedings whatsoever arising under any statute or at common law or from any negligence on your part, including all claims for damages.

## **10. CLAIMS**

10.1. In the case of the loss or damage of a Consignment, you should attempt to present a claim to us within the period of 30 days following the incident or the receipt of the Consignment by the Consignee, whichever occurs first, and always when the Consignee has declared in writing in the Bill of Lading, its reservations regarding the receipt of the Consignment, describing in a general manner, the loss and/or damage complained of at the time of the delivery. Where no reservations are made, it shall be assumed, unless proven otherwise, that the Consignment shall be delivered in the state that was described in the Bill of Lading and is of a satisfactory quality.

## **11. GENERAL EXCLUSIONS OF LIABILITY**

The provisions of clauses 11 and 12 also apply to a Carrier and the phrase “we” should be interpreted accordingly in clauses 11 and 12.

11.1. We shall only be liable for any damage and/or loss incurred by you if it is caused by our negligence, breach of duty or other wrongful act or omission and only subject to the limitations set out in this clause 11 and, notwithstanding anything to the contrary contained in these Conditions, our liability for fraud (including fraudulent misrepresentation), death or personal injury resulting from our negligence is not limited or excluded.



11.2. We shall not be liable for any loss, damage, non-delivery, mis-delivery, or delayed delivery of any Consignment which occurs as a direct or indirect result of:

11.2.1. anything you do or omit to do;

11.2.2. any misstatement or misrepresentation you make;

11.2.3. any breach of your obligations under these Conditions;

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

11.2.5. the fraud or dishonesty of any person in respect of a Consignment or the misrepresentation by a person in respect of their authority to receive a Consignment.

11.2.6. We shall not be liable to you under any circumstances for any direct or indirect loss (including, but not limited to, loss of profits or loss of goodwill), or any other special or indirect losses, costs, damages, or claims which do not arise naturally as a result of our negligence, breach of duty, or other wrongful act or omission.

11.2.7. Neither Party shall be liable to the other or be deemed to be in breach of these Conditions in respect of any loss, damage, non-delivery, mis-delivery, or delayed delivery of any Consignment, or for any failure or delay in performance of the Services under these Conditions due to any event caused beyond that Party's reasonable control.

**12. LIMITATION OF LIABILITY: YOUR PARTICULAR ATTENTION IS DRAWN TO THIS CLAUSE.**

12.1. We shall not be liable for the expenses or losses derived from your failure to comply with these Conditions and the Contract, or for the physical and/or material damage that may result from a breach of the terms of the same.

12.2. If we are liable to you for any of the reasons outlined in clause 11.1 above, our liability shall be limited to the Final Price paid for the Services, or alternatively, the minimum amount permitted by any applicable regulations, whichever is greater.

### **13. CONTRACT DURATION AND TERMINATION**

- 13.1. Without affecting any other right or remedy available, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- 13.1.1. the other Party commits a material breach of any term of the Contract and/or these Conditions and (if such a breach is remedial) fails to remedy that breach within 7 days' of that Party being notified in writing to do so;
  - 13.1.2. the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 13.1.3. the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
  - 13.1.4. the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
  - 13.1.5. the other Party dies or is incapacitated; or
  - 13.1.6. without affecting any other right or remedy available to us, we may suspend the supply of Services under the Contract if you fail to pay any amount due under the Contract on the due date for payment in accordance with clause 8 or if you become subject to any of the events listed in clause 13.1.1 to 13.1.5 above, or if we have reason to believe that you are about to become subject to any of them.

### **14. EFFECTS OF TERMINATION**

- 14.1. Upon the termination of the Contract for any reasons as outlined in clause 13 above:
- 14.1.1. any sum owing by either Party to the other under any of the provisions of these Conditions or Contract shall become immediately due and payable;
  - 14.1.2. all clauses which, either expressly or by their nature, relate to the period after the expiry or termination of these Conditions and Contract shall remain in full force and effect;

- 14.1.3. termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Contract and Conditions which existed at or before the date of termination; and
  - 14.1.4. subject to the provisions of clauses 11 and 12 of these Conditions and except in respect of any accrued rights neither Party shall be under any further obligation to the other.
- 14.2. Following the termination of the Contract and these Conditions, your access to the Online Platform will be suspended and your Registered User profile will be revoked and your user content deleted.

## **15. COMMUNICATIONS**

- 15.1. All communications made in connection with these Conditions and this Contract must be in writing and shall be deemed to have been duly given:
- 15.1.1. when delivered, is by a messenger (including registered mail) during normal business hours of the recipient;
  - when sent, if transmitted through the Website via the Online Platform or by facsimile or e-mail and a successful transmission report or return receipt is generated;
  - 15.1.2.
  - 15.1.3. on the fifth Business Day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - 15.1.4. on the tenth Business Day following mailing, if mailed by airmail, postage prepaid.
- 15.2. All communications, if made in accordance with clause 15.1.1 above, will be made to the email address utilised when creating your Registered User account and/or directed to our following customer services address: [info@ontheexpress.com](mailto:info@ontheexpress.com).

## **16. PERSONAL DATA PROTECTION**

- 16.1. For the purpose of the Contract and/or Conditions, we shall not be deemed to be a controller of any personal data within or associate with Consignments. In all circumstances, you shall be the data controller with respects to all personal data in relation to the Consignee and to the extent that we require such information to carry out the Services, then we or a Carrier instructed on our behalf, shall be a data processor, and you have given your consent for us to use such data for the

purposes of carrying out the Services.

- 16.2. You warrant that you have obtained all necessary consents in respect of personal data belonging to you, or to the Consignee, to enable us and a Carrier to use the personal data for the purposes to carry out the Services, and you agree to indemnify us in respect of any losses incurred as a result of a breach of data protection legislation and this warranty.
- 16.3. You consent to and understand that if you are offered credit terms, a credit search will be taken using a credit reference agency. The results of the credit search will not be shared with any other third party.
- 16.4. Your personal data that shall be collected via the Online Platform shall be registered in your personal data file for which we are responsible for monitoring. You may exercise your rights of access, rectification, cancellation and opposition by contacting us on our customer service email address at the following email address: [Info@onthegoexpress.com](mailto:Info@onthegoexpress.com).
- 16.5. We shall use your personal data provided, when registering as a Registered User, exclusively for the provision of the Services. You acknowledge and agree that we may transfer your information to Carriers who have elected to facilitate the delivery of the Consignment.
- 16.6. We shall adopt the technical and organisational means necessary to guarantee the safety, confidentiality and integrity of the data collected, and shall avoid its alteration, loss, treatment or unauthorised access, taking into account the nature of the data and the risks to which they are exposed. For these purposes, you declare the nature of the data, demanding the adoption of minimal level security measures.

## **17. GENERAL**

- 17.1. Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 17.2. We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract.
- 17.3. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract.
- 17.4. Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or supplier of the other Party except as may be required by law, a court of competent jurisdiction or any governmental or

regulatory authority.

- 17.5. Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under the Contract.
- 17.6. The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.7. Each Party acknowledges that in entering into the Contract they have not relied upon, and shall have no remedies in respect, of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 17.8. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives) and a waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 17.9. No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by any Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 17.10. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 17.11. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.12. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales and the courts of England and Wales shall have.

## **SCHEDULE 1 ADDITIONAL CHARGES**

At On The Go Express Ltd we are all about transparency and communication with regards to our pricing for the Services we provide.

We shall notify you of all applicable fees at all times, both during completion of the Load Form and throughout the transportation process and delivery of the Consignment. Please find below the following information on our pricing and Additional Charges that may apply.

### **1. Order Cut Off**

- 1.1. For same day requirements the order must be placed before 18:00pm (on Day 1) to be delivered that day (By Midnight – Day 1), if placed after 18:00pm on Day 1 the order will be automatically routed as a next day service (for delivery on Day 2) and charged as a same day delivery.
- 1.2. For next day requirements the order must also be placed by 18:00 (on Day 1) to be delivered the following day (Day 2), if placed after 18:00pm on a next day requirement, the order will be routed for Day 3 and charged as a next day delivery.

### **2. Surcharges**

#### **2.1. Demurrage Charges**

- 2.1.1. You acknowledge that time spent on site or at a collection and/or delivery point is a factor in logistics and must be charged on an adhoc basis. Supplementary demurrage charges cover cases in which a vehicle/trailer is kept waiting for causes outside of the reasonable control of us.
- 2.1.2. All demurrage charges from the Carrier will be invoiced separately by the Carrier to us, this charge will then be payable by you and accounted for in the Final Price, and either raised in a separate invoice or added to your account (if credit terms have been previously agreed between you and us). All demurrage invoices will be reviewed us prior to being issued to you to ensure the charges have been accurately calculated.
- 2.1.3. Standstill time is calculated from the point at which the Carrier arrives during the collection window, which is specified by you at the time of issuing your Load Form via the Online Platform (for example, if the driver arrives at the collection point at 8:30 am, but you ordered a collection between 9:00 am and 10:00 am, then additional charges in respect of standstill time will begin from 9:00am onwards).

#### **2.2. Delays in loading and/or unloading a Consignment**

- 2.2.1. Where the loading or unloading a Consignment is your responsibility and a delay is caused by you, a delay in delivery is deemed to have taken place according to the volume of the Consignment that is to be delivered and the following times has passed since delivery should have taken place:

- From 1 to 4 pallets: 20minutes
- From 5 to 10 pallets: 40 minutes
- From 11 to 14 pallets: 50 minutes
- From 15 to 26 pallets: 75 minutes

2.2.2. Each minute extra that the Carrier spends waiting shall be invoiced independently and included in the Final Price. The extra time spent by the Carrier waiting in the vehicle shall be considered to be the making available of the vehicle for its loading or unloading, as required by the Services and these Conditions.

2.2.3. In the circumstance in which the Services could not be completed within the hours agreed upon and as specified in the Load Form as a result of causes of a force majeure event, we shall be permitted to deduct from you, the entirety of the Initial Price, plus all Additional Charges that may have been incurred. In all cases, both the Carrier as well as us, shall do all that is commercially reasonable to reduce the impact that these causes may have on the quality of the Services and to ensure compliance with these Conditions so far as possible.

### **2.3. Loading and/or unloading with Carrier intervention**

2.3.1. Additional charges may apply in the instance that Carrier intervention and/or assistance is required when loading and/or unloading a Consignment. The price shall be calculated based on the load volume as well as the volume of the packages making up the Consignment itself.

### **2.4. Additional stops required during transit**

2.4.1. Additional stops will occur when the Carrier makes a stop during the Consignment transport trajectory so as to partially collect and/or deliver any package and/or Consignment.

### **2.5. Incorrect Consignment specification**

2.5.1. In the instance that the Consignment is under declared and does not confirm with the specification outlined in the Load Form, as compared to that which was initially reflected in the Load Form by the Loader, Additional Charges will become payable. In the case of an increased volume of merchandise and/or greater weight (of a quantity equaling or exceeding 10% of the contracted weight) we reserve the right to recalculate the Initial Price of the Consignment through the Online Platform. Similarly, the Initial Price may be affected by the need (or not) to substitute the vehicle that was initially anticipated for the Consignment (for example, because the vehicle cannot handle increased volume and/or weight due to regulatory and/or physical limitations of the vehicle).

2.5.2. In the circumstance in which the Initial Price has changed pursuant to clause 2.5.1 above, but a different vehicle is not necessary, we shall not be obliged to require the prior written

acceptance and agreement from you that you wish to continue with the Services based on the increased Initial Price and you are obliged to pay the Final Price.

- 2.5.3. In the instance that a different vehicle is necessary, we shall communicate this to you via the email address that you provided when submitting your Load Form.
- 2.5.4. Where the Carrier that was initially expected to carry out delivery of the Consignment under these Conditions is not appropriate and/or unable to deliver the Consignment due to the Consignment not corresponding with the specification listed in the Load Form, we shall arrange for another vehicle to complete the Consignment, notifying you of any revision to the Initial Price, including those charges incurred due to the cancellation of the Carrier that was originally instructed to undertake the Services.
- 2.5.5. You shall communicate to us in writing, whether you would like to proceed with the facilitating the delivery via the alternative vehicle and the revised Initial Price. In the case in which you do not wish to proceed with the alternative Carrier, you will be required to pay 40% of the Initial Price, and you will be required to arrange for alternative delivery of the Consignment and bear all costs, expenses and resulting losses that may be incurred as a result of this.

## **2.6. Night-time deliveries and/or deliveries on weekends and bank holidays**

- 2.6.1. We shall apply an additional fee in addition to the Initial Price when delivery of the Consignment is required is made from Monday to Friday between 10:00 pm until 04:59 am and on Saturdays and Sundays.
- 2.6.2. Further to clause 2.6.1 above, an additional corresponding fee shall be payable if delivery is required on a national holiday.

## **2.7. Insurance.**

- 2.7.1. You may obtain insurance through us that specifically corresponds and insures the goods comprised of the Consignment that you have instructed us to facilitate the transportation of via the Services. This insurance will be obtained through a reputable recognised insurance company, details of which you will be informed of upon the policy being implemented.
- 2.7.2. We shall provide you with the quotation for the insurance and the premium payable to implement the same. Once you have confirmed to us in writing and via the Online Platform that you wish to accept the quotation, we shall invoice you directly for the premium amount payable. You are obliged and responsible for paying for all fees associated with the insurance.
- 2.7.3. We will obtain the insurance policy on the Consignment specification information and details provided by you and we have obtained the quotation on the basis that such information provided by you is true, accurate and complete. In this instance that such information is inaccurate, including but not limited to, the value of the Consignment itself, we will not be responsible for the consequences of such incorrect information



being provided and any policy being deemed invalid due to the incorrect information supplied by you to us in the Load Form.

## **2.8. Cancellations**

- 2.8.1. Cancellation charges apply in the circumstance in which a Consignment is cancelled at your request, or for reasons outside of our control, including but not limited to, serious traffic jams due to any cause, demonstrations, blocked off roads or inadequacy of the road for traffic by heavy vehicles.
- 2.8.2. If a Consignment is cancelled at your request while it is in transit and the Carrier is on route to pick up a Consignment we will charge the full amount of the Initial Price as listed in the Load Form. We offer a free cancellation policy if your Load Form is cancelled within 2 hours prior to collection time for the Consignment as specified in the Load Form.
- 2.8.3. You are obliged to pay the Initial Price and any expenses, if any, resulting from the Consignment cancellation that may have been cancelled due to a unilateral decision by you and/or causes attributed to you or the intended Consignee or due to causes that extend beyond the responsibility of us or the Carrier.
- 2.8.4. We reserve the right to demand payment of the Initial Price and, if any, any Additional Charges in proportional amount to the Initial Price based on the time in which the cancellation of the Consignment took place and, at our discretion, we may demand such payment in any of the following circumstances:
  - 2.8.4.1. cancellation prior to the Carrier going to the merchandise load point as specified in the Load Form;
  - 2.8.4.2. cancellation whilst the Carrier is on route to the merchandise load point or at the merchandise load point, but without having loaded the merchandise;
  - 2.8.4.3. cancellation at the time of the Consignment being loaded on to the transport vehicle or if once the Carrier has completed the loading and/or unloading of the Consignment but without having started the route; and
  - 2.8.4.4. cancellation at any time in the moment following the successful loading and/or unloading of the Consignment and at the start of the route.