

# Frigore Limited Working Practice falling under our Standard Terms & Conditions for Parcels.

Our working practice and terms and conditions document constitutes a legally binding relationship between Frigore Limited and The Customer.

The Customer shall warrant and undertake the following conditions contained within this Agreement.

## 1. Application

1. Frigore Limited aims to process any orders through [www.frigore.co.uk](http://www.frigore.co.uk) acting as a reseller for The Carrier.
2. The Carriers are a separate entity to Frigore Limited
3. "The Company" shall refer to Frigore Limited thereafter.
4. "The Carrier" shall refer to UPS and any other carrier The Company may use from time to time.
5. "The Customer" shall refer to any party that interacts or orders The Company's service for the purpose of all deliveries.
6. "The Consignee" shall refer to the delivery recipient at the delivery address.

## 2. Scope and Range of Service

1. The Carrier provides transportation services which are carried out by independent carriers.
2. A transportation as economical and fast as possible is achieved by standardised operations. The parcels are transported as consolidated shipments and sorted and transported within the depots and reloading points with automatic conveyers.
3. The parcels are scanned regularly when received at the outbound depot, when running through a reloading point, when received at the inbound depot, at the transfer to the delivery driver as well as upon delivery to the consignee.
4. The pickup of parcels will be acknowledged on the documents of receipt provided by The Carrier.
5. The delivery of parcels which arrive until 5pm local time at the outbound depot is generally carried out on working days except Saturdays within the UK within 24 hours of the estimated time of delivery to the door of The Consignee.
6. Compliance with the estimated time of delivery is not guaranteed.
7. The Carrier shall carry out a maximum of two delivery attempts.

8. The Customer agrees that after a first unsuccessful delivery attempt, the delivery may be carried out against the signature of a neighbour / business colleague or of a person present at the business or household.
9. As proof of delivery the printout of the digitally available signature of The Consignee or, where applicable, the delivery note list signed by The Consignee is sufficient.

### 3. Customers Obligations

1. Each parcel must bear or be accompanied by the duly completed documents provided by The Company and/or The Carrier. The Customer shall be liable for any errors in their completion.(Commercial Invoice, Packing List, Health Certificate etc)
2. The Customer is responsible to ensure that sufficient packaging / refrigerant and freezer grade tape is used for each consignment and the boxes are properly sealed without any gaps or openings.
3. The packaging must ensure that on the the goods themselves are protected against loss and damage and that persons carrying out the transportation and other parcels transported are not endangered.
4. The packaging must ensure that access to the parcels content is not possible without leaving a clear trace on the outside of the parcel.(sealed with tape)
5. All data to be provided by the Customer (including by electronic means) in relation to the ordering, labelling, Carriage or invoicing of the Consignment shall be accurate, complete, of the correct type, and be provided in a timely manner as required by the Company. Such data shall include but not be limited to the weight of the Consignment; an accurate description of the contents of the Consignment; a full and accurate name and address of the Receiver including the postcode, a mobile telephone number, email address and a day time landline telephone number. IF THE CUSTOMER HAS FAILED TO PROVIDE ALL SUCH NECESSARY DATA, THEN THE CARRIER SHALL BE ENTITLED TO REFUSE TO CARRY THE CONSIGNMENT AND THE COMPANY SHALL CHARGE THE CUSTOMER ACCORDINGLY FOR THE COST OF RETURNING THE CONSIGNMENT TO THE CUSTOMER'S COLLECTION ADDRESS. AN ADMINISTRATION CHARGE OF £15.00 + VAT FOR THE ARRANGEMENT OF THE RETURN CARRIAGE SHALL ALSO APPLY.
6. For the purpose of clause 3.6 above, the unit of measurement for the weight shall be in Kilograms and rounded upward to the nearest single decimal place.
7. Once the Customer's item has been collected, it may only be delivered to the delivery address specified when the order was placed.
8. In the event that the Carrier concludes that there is a problem with the Customer's Consignment which prevents the fulfilment of the Service, the Customer shall be notified of the problem. If the problem is caused as a result of the Customer's breach of the terms under this agreement (i.e. insufficient packaging, prohibited items, incorrect information supplied) then the Customer shall pay the cost of carriage for the safe return of the Consignment to the original Collection Address. SHOULD THE CONSIGNMENT NOT BE SAFE TO RETURN, 72 HOURS WILL

BE GIVEN FROM THE DATE AND TIME THE CUSTOMER IS NOTIFIED OF THE PROBLEM TO COLLECT THE CONSIGNMENT FROM THE CARRIERS DEPOT. SHOULD THE CUSTOMER NOT COLLECT THE CONSIGNMENT WITHIN THIS TIME FRAME, THE CONSIGNMENT WILL BE DISPOSED OF. A new order will need to be placed should the Customer wish to send the Consignment again.

9. For International Shipments, it is the responsibility of the Sender to submit all papers required for the customs clearance.
10. In the event that the intended recipient of the Consignment refuses to pay any customs duty imposed by the relevant authority, the Sender shall be required to pay the customs duty before the Consignment shall be released and delivered. SHOULD THE SENDER REFUSE TO PAY THE CUSTOMS DUTY, THE CONSIGNMENT WILL BE DISPOSED OF & ANY COSTS RETRIEVED.
11. In the event that the Consignment is returned to the Collection Address, the Customer shall not be eligible for a refund or compensation. This shall not affect the Customer's rights under Section 5.
12. The Customer is not permitted, under any circumstance, to resell the services or the rates that the Company offers.
13. All prices to be paid for the Service and any additional charges to be applied in connection with the Service shall be exclusive of VAT.

#### 4. Exclusions

1. The goods and parcels listed in the prohibited/restricted lists may be excluded from transportation by The Company and The Carrier due to their value or composition.
2. The Company will not, without its specific agreement with its Carriers, carry any item listed in the prohibited items list.
3. It is the legal responsibility of the Customer to inform us if the goods are classified as dangerous goods and if so, they must inform us of the UN number and packing group.
4. The Carrier reserves the right to refuse any Consignments which are neither the property of, nor sent on behalf of, the Customer.

#### 5. Making a Claim

1. For all claims for loss, theft or damage to your goods, you must make your claim within the following periods:
2. For damaged items, The Company must receive notice of your claim within 24 hours of the delivery date, with all paperwork regarding the claim submitted to the Company within 7 working days.

3. For missing items, The Company must receive notice of your claim within 7 days of the scheduled delivery date, with all paperwork regarding the claim submitted to the Company within the following 7 working days.
4. The Company will dismiss any claim for damaged items where photographic evidence of the damaged item, the packaging used for the item and proof of value in the form of cost and sales invoices is not provided.
5. The Company reserves the right to retain any item that is the subject matter of a claim for damage for further inspection. Should the Company award compensation under this agreement for the damage, the Company may retain ownership of this item for consideration of the claim transaction.
6. Before the Company shall award any monetary amount of compensation for your item, the Company will consider the market value of the item and the value of the item stipulated on the invoice provided by you at the time you submitted the claim.
7. The Company reserves the right to award the market value of the item.
8. The Company may dismiss any claim which does not adhere to the above criteria.

## 6. Delays In Service

1. Delays in service may be experienced under the following conditions:
2. Weather such as Snow, Ice, Hurricane, Tornado and any other such weather that can reasonably be expected to cause a disruption to the service.
3. War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or usurped power.
4. Ionising Radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
5. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
6. The absence, failure or inadequacy of packing or packaging as stated in Section 3.2.

## 7. Liability of The Company

1. Subject to the Terms & Conditions (BIFA) of this Agreement here within, if the Receiver, Sender or any other party makes any claims for liabilities or damages or makes any attempt to recover any costs or expenses against The Carrier, its agents or sub-contractors, then The Customer shall indemnify The Company against any such claim.
2. The Company shall not be liable for any claim for damage or loss whatsoever in excess of the value of the item stipulated by The Customer during the booking process. Liability is strictly limited to £600.
3. Although the Company shall use reasonable endeavours to provide the Service within the estimated timescales, the Company cannot guarantee the collection or delivery times specified.
4. The Company shall not be liable for late deliveries or collections unless there is valid evidence of a period of 5 working days or more.

5. The Company disclaims all liability for any consequential loss arising from, or in connection with, the Services supplied by The Company and its Agents.
6. For the purpose of this Agreement, consequential loss' shall include, but not be limited to (i) Pure economic loss (ii) Loss of profits (iii) Losses incurred by any third party (iv) Loss of revenue (v) Loss of goodwill and reputation (vi) Loss of opportunity (vii) Loss of work.
7. The Company shall not be liable for any negligent acts or omissions conducted by its Agents.
8. This Agreement shall not disclaim any liability for personal injury or death arising from the Company's own wilful misconduct or negligence.

## 8. Cancellation

1. The Customer may cancel this Agreement at any time and receive a full refund providing cancellation is made no later than 4.00pm one working day prior to the scheduled collection date. Cancellations made after this time will be subject to a cancellation charge of £15.00+VAT as a result.
2. The Customer will be required under this Agreement to notify us of a cancellation by 4.00pm one working day prior to the scheduled collection date in order to obtain a full refund. Cancellations made after this time will be subject to a cancellation charge of £15.00+VAT.

## 9. High Value Goods

1. We offer an Enhanced Liability option for high value goods. Details can be found on our weblink: <https://www.frigore.co.uk/page/enhanced-liability>
2. Enhanced Liability option can be ticked when proceeding to book

## 10. Making a Claim

Please refer to : <https://www.frigore.co.uk/page/company-insurance>

## 11. Miscellaneous Provisions

1. Unless agreed, "working days" do not include Saturdays, Sundays or Public Holidays.

## 12. Terms and Conditions:

1. <https://www.frigore.co.uk/page/terms-conditions>