

## Terms and conditions

### 1. Definitions

“Account” means a customer account registered with the Carrier containing Customer-specific information, including but not limited to a customer’s name, contact information, payment card details and Booking history.

“Account Booking” means a Booking made by a Customer with an Account.

“Booking” means a booking for the carriage of a Consignment placed by a Customer with the Carrier via telephone, email, or online.

“Carrier” means MATT N GLOSS LTD trading as MNG Courier Services.

“CMR Convention” means the United Nations’ Convention on the Contract for the International Carriage of Goods by Road.

“Conditions” means these conditions of carriage, which shall apply to the contract of carriage between the Customer and the Carrier.

“Consignee” means the person to whom the Carrier delivers the Consignment.

“Consignment” means goods or property, whether or not contained in separate parcels, packages, containers or envelopes including any paper and documents, to be delivered by the Carrier for the Customer to the Consignee.

“Customer” means the legal or natural person who contracts for the services of the Carrier.

“Dangerous Goods” means dangerous goods as defined in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) or IATA for international transits as revised or reissued from time to time.

“Data Protection Legislation” means data protection legislation in force from time to time in the United Kingdom. It shall include the Data Protection Act 1998 (for so long as it remains in force), the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK and any successor legislation to this regulation applicable and in force from time to time “Excluded Goods” means goods which may be carried and insured by the Carrier pursuant to clause 3.9 which shall include, without limitation, precious stones, precious metals, watches, jewellery, glass, furs, china, art, antiques, prescription drugs, fragile and perishable goods, money, vouchers, travellers cheques, bearer bonds, bills of exchange, promissory notes, stamps, photographs, documents of title to property, bank, credit, pre-pay or other store cards with a cash equivalent value, spirits, tobacco and cigarettes, firearms, munitions, inflammable items or other explosives (other than those covered by Small Loads ADR) livestock or other animals, human remains (other than HTA transits) and any other goods which the Carrier may at its sole discretion deem to be valuable or higher than normal risk. The carriage of Excluded Goods will attract conditions and/or charges commensurate with their risk.

“In Scope Services” means the carriage of a consignment by courier to and from a public or semi-public place such as a reception, loading bay, doorstep or post room and obtaining proof of delivery.

“Online” means Bookings and Booking enquiries made by the Customer Online via the Website.

“Personal Data” has the meaning given to it in the Data Protection Legislation.

“Prohibited Items” shall have the meaning ascribed to it in clause 3.10.

“Website” means the Carrier’s website located at [www.citysprint.co.uk](http://www.citysprint.co.uk).

“Working Day” means any day other than a Saturday or Sunday or a public or bank holiday in England.

## 2. General

2.1 The Carrier provides an all-encompassing Consignment service to the Customer, which can include but is not limited to the carriage of Consignments, a booking service, account management support, tracking of deliveries, reporting of deliveries.

2.2 The Carrier is not a common carrier and accepts at its sole discretion the carriage of Consignments subject only to these Conditions. Subject to clause 2.6 and 2.7, these Conditions shall apply to the exclusion of any other terms and conditions (including those of the Customer) unless agreed in writing by a Director of the Carrier. Subject always to clause 9.2, no employee, agent or subcontractor of the Carrier is authorised to alter or vary these Conditions.

2.3 The Customer acknowledges and agrees that the Conditions excluding or restricting any liability of the Carrier are reasonable having regard to the existence of alternatives and other carriers available to it.

2.4 The Customer warrants that it has full power and authority to enter into and perform its obligations under these Conditions.

2.5 The Carrier reserves the right to reasonably withdraw the Website and the facility to place Bookings Online without prior notice and also to refuse to accept and/or perform any orders placed thereon.

2.6 The Carrier and Customer acknowledge and agree that the CMR Convention and the standardised terms and conditions set out in the CMR Convention shall, to the exclusion of these Conditions, govern as matter of law any carriage by the Carrier of a Consignment by road, where the points of collection and delivery of the Consignment are located in different countries, of which at least one is a signatory to the CMR Convention. The CMR Convention shall not as a matter of law govern any carriage of a Consignment (a) between the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man; (b) under the terms of any international postal convention; or (c) in the context of furniture removal.

### 3. Consignment

3.1 Each Booking by the Customer with the Carrier shall be submitted by the Customer to the Carrier via telephone, email, or Online.

3.2 The Carrier shall provide the Customer with a quotation for the carriage of the Consignment in question and such quotation shall be valid for a period of 7 days or such other period as the Carrier may specify. The Carrier shall provide written quotations to the Customer upon request. All Bookings are subject to acceptance by the Carrier and the Carrier reserves the right to refuse to accept any Bookings. All Bookings are subject to and governed by these Conditions, shall be deemed to be a separate and independent contract and the Carrier reserves the right to reasonably amend any Booking at any time upon notice to the Customer.

3.3 The contract between the Customer and Carrier in respect of a Booking (the "Contract") will be formed when the Carrier confirms acceptance of that Booking. Customers should note that confirmation of receipt is not confirmation of acceptance if the booking is made other than by telephone.

3.4 Additional charges (including, without limitation, time charges for waiting and/or loading) may be imposed by the Carrier (and the Customer shall pay such charges in accordance with clause 9 below) also if the Carrier is prevented from performing its obligations under these Conditions by reason of the acts and/or omissions of the Customer or consignee.

3.5 Unless agreed otherwise with the Carrier, the Consignment shall only be delivered to the address specified by the Customer at the time of Booking and the Carrier reserves its right to vary its charges by notice to the Customer following any variation of the delivery address by the Customer.

3.6 All quotations for the Carrier's charges are calculated in accordance with the length of the journey for the shipment, and/or the dimensions and gross weight of the Consignment and the type of Consignment service specified in the Booking.

3.7 If the Customer requires additional services (Out of scope services) over and above the Carrier's standard carriage of Consignments, the Customer should contact the Carrier to discuss this. Whilst the Carrier will take reasonable steps to fulfil the Customer's additional requirements, the Customer must contact the Carrier in advance as the Customer may be required to agree additional charges in advance with the Carrier.

#### Dangerous Goods

3.8 All Dangerous Goods as defined by ADR and IATA must be disclosed by the Customer in advance and unless otherwise agreed, the Carrier will not accept or carry Dangerous Goods. Where the Carrier accepts Dangerous Goods for carriage they must be classified, packaged and labelled in accordance with applicable statutory regulation for the carriage of such Dangerous Goods, with an MSDS and any specific instructions to the Carrier in writing. Only Dangerous Goods that fall within the Small & Excepted Loads regulations will be accepted.

## Excluded Goods

3.9 If the proposed Consignment contains Excluded Goods, the Customer must notify the Carrier at the time of Booking as to the content and value of such Consignment of Excluded Goods and the Carrier may (in its sole discretion) elect to carry such Excluded Goods. Except as set out in clause 11.1, the Carrier shall not be liable to the Customer for any loss, however caused, unless the Carrier has agreed with the Customer to accept such liability. The Carrier reserves the right to charge the Customer (and the Customer shall pay) an additional sum for the carriage of the Consignment of Excluded Goods and will inform the Customer of such sum prior to accepting the Booking. If the Customer fails to so inform the Carrier in accordance with this clause 3.9, such Consignment will be delivered solely at the Customer's risk and the Customer shall indemnify and keep the Carrier indemnified against any and all losses, damages, claims, liabilities, costs and expenses (including, without limitation, legal costs and expenses) suffered or incurred by the Carrier arising out of, or in connection with, the delivery of the Consignment comprising such Excluded Goods in whole or in part.

## Prohibited Items

3.10. The Customer shall not submit for carriage (and the Carrier may without any liability whatsoever reject such carriage at any time upon notice to the Customer) any Consignment which contains any obscene, defamatory, blasphemous, scandalous or other indecent material, or any item (including, without limitation, drugs or other illegal substances) which are prohibited or illegal to possess or import into any country through or into which the carriage of the Consignment is to take place (the "Prohibited Items"). If the Customer submits Prohibited Items as a Consignment the Customer shall indemnify and keep the Carrier indemnified against any and all losses, damages, claims, liabilities, costs and expenses (including, without limitation, legal costs and expenses) suffered or incurred by the Carrier arising out of, or in connection with, the carriage of the Consignment comprising such Prohibited Items in whole or in part.

## 4. Delivery

4.1 The Customer shall ensure that the Consignment is secure, properly packed and labelled in accordance with good practice and any applicable statutory requirements and is fit and safe to be carried, stored, and transported by road, air, rail, or sea as may be appropriate. Manufacturers' packaging is only sufficient for same day transit. More substantial packaging will be required for overnight and international transits in order for indemnity to be valid.

4.2 The Carrier will use all reasonable efforts to collect and deliver the Consignment within the times specified for collection and delivery by the Carrier when confirming a Booking but unless otherwise agreed these are best estimates only and time is not of the essence.

4.3 The Carrier shall deliver Consignments according to such route as it in its absolute discretion thinks fit

## Out of Scope Services

4.4 Unless the Carrier has otherwise agreed with the Customer:

4.4.1 the Carrier shall not be required to provide any labour or special equipment for loading or unloading the Consignment, other than that carried by the vehicle used by the Carrier; and

4.4.2 the Customer warrants that it will provide or procure and operate any special equipment required for loading or unloading the Consignment and shall indemnify and hold harmless the Carrier for any damage to the Consignment or the Carrier, however caused, if the Carrier is instructed to load or unload any Consignment requiring such special equipment where such equipment has been provided or procured by the Customer.

4.4.3 The Carrier shall under no circumstances be liable to the Customer for any loss of or damage to:

4.4.3.1 the Consignment; or

4.4.3.2 any property of the Customer in connection with or arising out of:

4.4.3.3 the Carrier's use of any special equipment in the loading or unloading of the Consignment (other than that carried by the vehicle used by the Carrier);

4.4.3.4 the Carrier's entry into Out-of-Scope premises of the Customer or Consignee in the course of collecting or delivering the Consignment; or

4.4.3.5 the Courier otherwise providing to the Customer (whether for the benefit of the Customer or the Consignee) any services (whether or not the Customer and/or the Consignee assist in such provision) that are beyond the scope of the services that would usually and reasonably be expected of a point-to-point courier (In Scope Services) Such Out of Scope services are a contract between the courier and the consignor/consignee unless 4.4.4 applies.

4.4.4 The Carrier shall not be required to provide the Out of Scope Services (in whole or in part) to the Customer (whether for the benefit of the Customer or the Consignee), unless such provision is provided for in the Customer's Booking and confirmed by the Carrier pursuant to clause 3.3.

4.4.5 The Customer shall indemnify and keep indemnified the Carrier and its affiliates, contractors, agents, directors and employees against all losses, liabilities, damages, claims, actions, proceedings, expenses and costs (including legal and professional costs) that the Carrier and/or such related parties suffer or incur arising out of or in connection with the Carrier's provision of the Out of Scope Services (whether or not the Customer and/or the Consignee assist in such provision), including but not limited to any claim by the Consignee that the Carrier's provision of the Out of Scope Services has caused any loss of or damage to the Consignment or the property of the Consignee.

## 5. Consignment Notes and Proof of Delivery

5.1 If required, the Carrier shall sign a document prepared by the Customer acknowledging receipt of the consignment but such document shall not be evidence of the condition, declared nature, quantity or weight of the Consignment at the time it is received by the Carrier.

5.2 Subject to clause 5.3, the Carrier shall require written acknowledgment at the point of delivery of the Consignment and where the Carrier is unable to obtain such acknowledgment, the Carrier shall be deemed to have been unable to effect delivery for the purposes of clause 7.1. Written acknowledgment at the point of delivery shall be conclusive evidence of proper delivery.

5.3 Where the Customer notifies the Carrier prior to the delivery or attempted delivery of the Consignment that the Carrier need not provide to the Customer a signature as proof of delivery of the Consignment, the Carrier shall be under no obligation to provide the Customer with the same and the Customer shall be deemed to have unconditionally and irrevocably waived any and all claims

it may have in respect of the final delivery of the Consignment to the Consignee. Where a Customer notifies the Carrier that proof of delivery is not required pursuant to this clause 5.3, the Carrier shall not be liable to the Customer if it is later claimed by the Consignee that the Consignment has not been delivered.

## 6. Transit

6.1 Transit commences when the Carrier takes possession of the Consignment, whether at the Customer's premises or at some other point of collection.

6.2 Subject to clause 6.3, Transit by the Carrier shall (unless otherwise agreed) end when the Consignment is tendered at the Consignee's address provided at the time of Booking by the Customer.

6.3 Where a Consignment cannot be delivered (for whatever reason) or is held by the Carrier to await order or further instructions and such instructions are not given or the Consignment is not collected within two working days of notice being given to the Customer or such other time as the Carrier may nominate, then transit shall be deemed to end at the expiry of such time.

6.4 The Carrier shall be entitled to recover its charges in full for any delivery, which is unsuccessful due to incorrect or inadequate information provided by the Customer and in addition recover any expenses it suffered or incurred in attempting to effect delivery and/or for any revised or additional delivery instructions.

6.5 The Customer understands and accepts that the Carrier, acting reasonably, shall be entitled to open and examine any Consignment that the Carrier considers to be a security or health and safety risk and to take, at its sole discretion, appropriate action thereafter.

## 7. Undelivered or Unclaimed Goods

7.1 Where the Carrier is unable to effect delivery as requested by the Customer when making a Booking, or where transit has come to an end, the Carrier shall use its reasonable endeavours to notify the Customer and/or the Consignee of any undelivered or unclaimed Consignment. Other than for same day transit, unless the Consignment is collected from the Carrier by the Customer, or instructions are given for the disposal, onward carriage or return to the Customer of the Consignment, within 7 days of such notice being given (or such other time as the Carrier may nominate), title to the Consignment shall transfer to the Carrier and the Carrier may destroy or sell the Consignment as if it were the absolute owner. Where any Consignment is returned to the Customer by the Carrier or a Customer arranges for the onward carriage and delivery of the Consignment by the Carrier (excluding any return to the Customer), that return or onward carriage (as the case may be) shall be at the Customer's sole cost and expense and shall be charged to the Customer (and the Customer shall pay) at the Carrier's standard rates from time to time in force.

7.2 Where the Carrier sells the Consignment to a third party pursuant to clause 7.1, the Carrier shall use its reasonable endeavours to obtain a reasonable price for the Consignment and shall apply the proceeds of sale to the payment of all its proper expenses and charges suffered or incurred in relation to the carriage, storage and sale or disposal of the Consignment. Any proceeds left over shall

be paid to the Customer upon which the Carrier shall be discharged from all liability in respect of the Consignment. Where the proceeds of sale do not meet or exceed the total value of the Carrier's expenses and charges, the Carrier shall charge the Customer (and the Customer shall pay) a sum equal to the shortfall.

## 8. Cancellation

8.1 Subject always to the provisions of this clause 8, the Carrier and Customer shall each be entitled to cancel a Booking and terminate the Contracted booking at any time for any reason with immediate effect by notice to the other.

8.2 Where the Carrier cancels a Booking pursuant to clause 8.1 by reason of a breach of these Conditions by the Customer, the Carrier may, without prejudice to any rights or remedies it may have at law or under these Conditions, charge (and the Customer shall pay) a reasonable fee for time and effort incurred by the Carrier in connection with that Booking, up to the full value of the charges specified by the Carrier in accordance with clause 9.1.

8.3 In the event of cancellation of any Booking in progress by the Customer, the Customer shall be liable to the Carrier for the Carrier's charges up to the point of cancellation and also for revised instructions for the carriage of the Consignment.

## 9. Carrier's Charges

9.1 The Customer shall pay the Carrier's charges in accordance with these Conditions. The charges payable in respect of a Booking shall be specified by the Carrier as part of the confirmation referred to in clause 3.3.

9.2 Subject to clause 9.4, payment terms are 28 days from date of invoice, and any variation to these terms is to be agreed in writing by an authorised employee of the Carrier. Payment terms may be extended for a Customer who has signed the necessary consent forms to authorise its bank to make payment by direct debit.

9.3 The Carrier's charges shall be based on its tariff in effect at the time of carriage of the Consignment and invoice(s) shall be rendered by the Carrier to the Customer at least once a month. Credit facilities granted to a Customer may be withdrawn at the Carrier's absolute discretion at any time and the balance outstanding shall become due immediately on demand. If payment is made by a corporate credit card the Carrier reserves the right to apply an additional charge to cover its costs of accepting the payment (and the Carrier will tell the Customer the amount of such charge before making the Booking).

9.4 If payment is not received by the due date Carrier shall be entitled to charge interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate of the Bank of England from time to time until payment is made in full. When payment is not made by the due date, the Customer shall indemnify the Carrier for any costs and/or expenses it may suffer or incur in recovering the sum due, including reasonable legal fees and costs of collection.

9.5 Any queries in respect of an invoice must be made in writing within 7 days of the date of the invoice otherwise it will be deemed to have been accepted and will be payable in full by the Customer.

9.6 All charges quoted and charged are exclusive of value added tax and all other duties or taxes which may become due or payable from time to time and shall be added to invoices at the rate applicable at the date of invoice.

9.7 The Carrier operates an electronic invoicing system. All invoices, credit notes and statements will be sent to the Customer electronically. If the Customer requires paper invoices or credit notes (or cannot provide the carrier with an email address) the Carrier reserves the right to make charges for the provision of such paper invoices

## 10. Data Protection

10.1 The Customer shall give any notices and obtain any consents necessary to enable the Carrier to lawfully process any Personal Data (which may include delivery and contact information) provided by the Customer to the Carrier to enable the Carrier to exercise its rights and perform its obligations in relation to Bookings.

10.2 The parties acknowledge that:

10.2.1 the Carrier is a data processor in relation to any delivery and contact information provided by the Customer to the Carrier. The Carrier shall process this information in accordance with applicable Data Protection Legislation (save for any failure caused by breach of the Customer's obligations under clause 10.1); and

10.2.2 the Carrier does not have any access to (and does not process) the contents of any Consignment. Accordingly: (i) the Carrier is neither a processor nor a controller of any Personal Data forming part of the contents of any Consignment; and (ii) it is the Customer's responsibility to determine whether the services provided by the Carrier are appropriate for the transfer of any data (including Personal Data) included in any Consignment.

10.3 The Customer shall indemnify the Carrier against all losses (including but not limited to liabilities, costs, expenses, damages and fines) suffered or incurred by the Carrier arising out of or in connection with the provision of the services, to the extent that such losses arise out of or in connection with the Customer's failure to select appropriate services for the transfer of any data (including Personal Data) included in any Consignment.

## 11. Limitation of Liability

11.1 Notwithstanding any other clause of these Conditions, neither party excludes or limits liability for personal injury or death arising from the negligence or wilful default of either party, its servants, dealers or sub-contractors; or for any fraudulent misrepresentation; or any other type of liability which cannot be excluded by law.

11.2 Except as expressly provided in these Conditions, the total liability of the Carrier which arises out of or under these Conditions (whether in contract, tort (including negligence), statute or otherwise) in respect of any contract arising from a Booking is specified in this Clause 11

11.3 Subject to clause 11.1, the Carrier shall not be liable to the Customer, whether in contract, tort (including negligence) or by statute, or otherwise in respect of any loss of profits or revenue (whether direct or indirect) and/or for any special, indirect, incidental, or consequential loss or damage suffered by the Customer howsoever caused including, without limitation:



11.3.1 loss due to delay in delivery; and/or

11.3.2 loss of anticipated savings; and/or

11.3.3 loss of business ; and/or

11.3.4 loss of goodwill; and/or

11.3.5 loss of use; and/or

11.3.6 loss of data or other information contained in consignments; and/or

11.3.7 loss relating to the procurement by the Customer of any substitution of goods or services.

The types of loss and/or damage specified in clauses 11.3.1 to 11.3.7 above shall not constitute direct loss for the purpose of these Conditions.

#### Consignment Values and Liability

11.4 The Customer shall notify the Carrier at the time of Booking of the value of the Consignment in accordance with the notification requirements set out in the tables below.

For the avoidance of doubt the declared value shall be the present intrinsic value of the consignment and not replacement cost or new for old. For commercial senders the value shall be the wholesale value or manufacturing cost and not the retail cost subject to the first condition above.

11.5 Subject to clause 11.1, the Carrier's total aggregate liability to a Customer in respect of a Consignment shall be as set out in the tables below. The Carrier shall provide a higher limit on its liability for Consignments which relate to Consignments of value where the Customer notifies the Carrier of those values, and the Customer pays the additional fees as set out in the tables.

11.5.1 The sender is responsible for ensuring that the packaging is appropriate for the nature of the consignment and the chosen delivery service. Indemnity claims will be refused where the packaging is insufficient for purpose.

11.5.2 The Customer shall provide to the Carrier written proof of the value of the Consignment damaged or lost and the Carrier shall be entitled to inspect a damaged Consignment.

11.5.3 The Carrier shall not be liable for loss of, mis delivery or damage to any Consignment unless it is notified by the Customer of such loss or damage immediately on becoming aware and in any event within 7 days of the end of the transit. A written claim giving details of the value and the circumstances of any loss must be made in writing within 14 days after the end of transit. A claim for loss or damage will not be accepted on the consignment note.

11.5.4 In respect of a damage claim, any settlement will be the lower of the cost of repair or present value and the damaged item(s) shall become the property of the carrier at the point of full and final settlement.

11.5.5 Indemnity declaration and charging tables.

## SAMEDAY TRANSITS

Declared value Indemnity charge

0 to £1000	£5.00
£1,000.01 to £5,000	1% of total consignment value
£5,000.01 to £10,000	1% of total consignment value
£10,000.01 to £20,000	1% of total consignment value
£20,000.01 to £30,000	1% of total consignment value
£30,000.01 to £40,000	1% of total consignment value
£40,000.01 to £50,000	1% of total consignment value
£50,000.01 to £60,000	1% of total consignment value
£60,000.01 to £70,000	1% of total consignment value
£70,000.01 to £80,000	1% of total consignment value
£80,000.01 to £90,000	1% of total consignment value
£90,000.01 to £100,000	1% of total consignment value
£100,000.01 +	Price on Application (POA)

## 12. Website

12.1 The information provided on the Website has not been written to meet specific Customer requirements and it is the sole responsibility of the Customer to satisfy itself that any Booking made Online will be suitable for its requirements. All express or implied warranties in relation to the Website are hereby excluded to the fullest extent permitted by law.

12.2 Whilst the Carrier makes all reasonable attempts to exclude viruses from the Website, it cannot ensure that the Website will be virus free. The Customer acknowledges and agrees that any use of the Website by the Customer shall be at its own risk.

12.3 Customers have no rights in or to the Website and all rights in and to the Website, including any underlying software and computer codes, are exclusively owned by the Carrier or licensed to the Carrier by a third-party supplier.

12.4 The Website is intended for use by the residents in Great Britain only and only in respect of their activities within Great Britain.

## 13. Indemnity to the Carrier

13.1 The Customer shall indemnify the Carrier against:

13.1.1 all losses suffered by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) as a result of any breach by the Customer of these Conditions, fraud, error, omission, or misrepresentation by the Customer, owner of the Consignment or Consignee;

13.1.2 all claims and demands made against the Carrier by any third party in excess of the liability of the Carrier under these Conditions.

13.1.3 all losses suffered by and claims made against the Carrier resulting from loss of or damage to property caused by or arising out of the unauthorised carriage of Dangerous Goods, Excluded Goods and/or the Prohibited Items;

13.1.4 all claims made upon the Carrier by HM Revenue & Customs in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended; and

13.1.5 all claims and demands made against the Carrier as a result of a breach of clause 10.1.

## 14. Severance

If any provision of these Conditions is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of these Conditions and of such provision shall continue in full force and effect.

## 15. OTHER IMPORTANT PROVISIONS

15.1 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions save for those parties to whom the Carrier has subcontracted its obligations under these Conditions, who shall have the right to exercise and enforce all rights granted to the Carrier under them. This clause 15.1 does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 in which case 14.1.2 pertains.

15.2 At no time during the period that the Carrier is undertaking the Booking for the Customer is the Customer permitted to supervise, direct or control the manner in which any of the Carrier's employees or sub-contractors undertake the service unless an express agreement is reached in accordance with clause 3.7.

15.3 During the continuance of the business relationship with the Carrier, and for a period of 6 months immediately following the last Booking placed by the Customer, the Customer shall not, directly or indirectly, solicit or offer employment or any other form of contract for services to any of the Carrier's (a) employees; or (b) subcontractors, who were directly involved in the performance of a contract of carriage during the 6 months immediately preceding the last Booking placed by the Customer.

15.4 The payment terms and charges paid to the Carrier are confidential, and the Customer shall take all reasonable steps to ensure that such terms remain confidential. The Customer may not disclose the terms or make any public announcement about the relationship the parties have entered into without the prior written agreement of the Carrier, save for any disclosure required by law or by a statutory or regulatory body with power to order such disclosure.

15.5 Any notice or other communication to be given under or in connection with this Agreement:

15.5.1 by a Customer to the Carrier, shall be given in writing and sent by first-class post to the Carrier's registered address and/or by email to [contactus@citysprint.co.uk](mailto:contactus@citysprint.co.uk); and

15.5.2 by the Carrier to a Customer, shall be given in writing and sent by first-class post and/or by e-mail to the postal address and/or the e-mail address provided by the Customer to the Carrier during the Booking process or such other postal or e-mail address as either party may substitute by written notice to the other. A notice shall be deemed delivered 2 working days after the date of posting and 24 hours after sending by email (as applicable).

15.6 Carrier shall be entitled to subcontract in whole or in part the performance of any or all of its obligations under these Conditions but will remain responsible for their execution. The Customer shall not assign, novate, subcontract, or otherwise dispose of, or deal with, any or all of its rights and obligations under these Conditions without the prior written consent of the Carrier.

15.7 The waiver of either party of any breach of these Conditions will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.

15.8 These Conditions and the documents referred to in them, including but not limited the confirmation referred to in clause 3.3, constitute the entire agreement between the Carrier and Customer and supersede all prior agreements, representations and understandings relating to the subject matter of the Contract. The Customer represents and undertakes that in entering into a Contract in accordance with these Conditions the Customer does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person other than as expressly set out in these Conditions. Nothing in these Conditions shall limit either party's liability in respect of fraudulent misrepresentation.

15.9 These Conditions (and any non-contractual claims) shall be subject to and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

15.10 Telephone calls to and from the Carrier may be recorded and monitored.