

Miah Logistics Ltd
Terms and Conditions of Carriage

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The party identified as "the Carrier" does not operate as a common carrier and will only transport goods under the terms specified herein ("the Terms"). No employee or representative of the Carrier is authorized to modify or waive any of these Terms unless such authorization is provided in writing by a Director, Principal, or Partner of the Carrier, or by an individual who has been explicitly authorized in writing by one of those parties.

Should any provision or portion of these Terms be found to be invalid, unlawful, or unenforceable, it will be adjusted as minimally as necessary to render it valid, lawful, and enforceable. If such adjustment is not feasible, the affected provision or portion will be considered removed. Any such adjustment or removal will not affect the enforceability or validity of the remaining Terms.

These Terms exclusively govern the Contract and override any other terms the Customer may seek to include, agree upon, or introduce, whether through negotiation, industry practice, or previous dealings.

It is the Customer's sole responsibility to read and fully understand these Terms, as they form the legal foundation of the Contract and govern any potential claims or disputes. Customers are strongly advised to seek professional legal counsel and must ensure they have adequate insurance coverage for the Consignment and any related liabilities while the goods are in transit.

Definitions

For the purposes of these Terms:

- **"Customer"** refers to any individual or entity engaging the Carrier's services, including any third-party carrier handing over a shipment for transport.
- **"Contract"** means the agreement between the Customer and the Carrier for transportation services.
- **"Consignee"** is the party to whom the shipment is to be delivered under the terms agreed between the Carrier and the Customer.
- **"Consignment"** refers to goods — whether single or multiple items, packaged individually or in bulk — sent in one delivery from one origin address to one destination address on behalf of the Customer.
- **"Dangerous Goods"** encompasses items or substances whose transport is either prohibited or regulated under the ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road), as enforced in the UK, or any other materials deemed hazardous due to their nature, including but not limited to radioactive or explosive content.
- **"Demurrage"** represents any cost or loss incurred by the Carrier due to the undue or unreasonable delay in releasing any vehicle, trailer, container, or similar equipment owned or

controlled by the Carrier.

- **"Force Majeure Event"** is defined in Clause 10(2)(c).
 - **"In writing"** includes communications sent via electronic or similar means (e.g., email, fax, or EDI), provided they are accessible and storable for future reference.
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Parties Involved and Subcontracting

1. The Customer confirms they either own the Consignment or are fully authorized by the owner (and any other parties with legal or possessory interest) to agree to these Terms on their behalf.
 2. The Carrier may subcontract all or part of the carriage to another carrier, and will disclose the identity of such subcontractors upon request. The Carrier also reserves the right, where lawful, to assign, charge, delegate, or otherwise deal with its contractual rights and responsibilities.
 3. The Carrier enters into this agreement not only on its own behalf but also as an agent and trustee for its employees, subcontractors, and their respective personnel, who shall all benefit from these Terms as though they were the Carrier itself, without assuming greater liability.
 4. Any part of the journey involving transportation by rail, air, sea, or inland waterways is arranged solely on behalf of the Customer. In such cases, the terms of the relevant transport provider will apply, and the Carrier will not be held liable for loss or damage during those portions of the journey — unless proven otherwise, any such incidents will be assumed to have occurred during road transport.
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Dangerous Goods

If the Customer fails to disclose in advance and in writing that the Consignment includes Dangerous Goods, the Carrier reserves the right to terminate the Contract. Where Dangerous Goods are accepted, the Customer must ensure that such goods are correctly identified, packed, labeled, and documented in full compliance with all relevant transportation laws and safety standards.

Loading and Unloading

1. Unless otherwise agreed in writing, the Customer is responsible for loading the goods onto the vehicle, and the Consignee is responsible for unloading. The Carrier will not be liable for loss or damage resulting from how the goods are loaded or unloaded, overloading, or unsafe loading practices.

2. Upon request, Carrier personnel may assist with loading or unloading, but only at the Carrier's discretion. If such assistance is provided, the Customer will indemnify the Carrier for any resulting loss, injury, or damage — including instances caused by the Carrier's own negligence.
3. The Customer must ensure that all equipment used for loading and unloading (such as cranes, forklifts, chains, or slings) is fit for purpose. The Customer will be liable for any damages or consequences arising from the failure or unsuitability of such equipment.
4. The Customer must ensure that access to both loading and unloading sites is adequate, with proper road surfaces and a safe area for the vehicle to park and operate.
5. The Carrier accepts no responsibility for any damage or loss arising if its personnel are instructed to enter areas that fail to meet the access requirements described in 4(3), even if they proceed against Carrier advice.
6. The Customer shall cover all costs or damages — including any to the Carrier's vehicle — caused by following instructions from the Customer or Consignee, or their representatives.
7. Upon request, the Customer must provide the Carrier with any risk assessments relating to the collection or delivery locations. It is the Customer's responsibility to ensure that these assessments are completed.

5. Customer's Responsibilities

The Customer guarantees that:

- The Consignment will not: cause environmental pollution or harm human health; require any official permits or licenses for handling, possession, or transportation; be classified as waste while in the Carrier's care (unless previously disclosed by the Customer); and that the Consignment is legal to transport within the United Kingdom.
- The Customer will adhere to, and ensure that its agents, employees, and subcontractors also adhere to, any reasonable regulations provided by the Carrier regarding handling, safety, and security.
- The Customer will supply the Carrier with all necessary information and documents required for the Carrier to fulfill its obligations under the Agreement, ensuring such information is accurate and complete.

If the Carrier's ability to fulfill any obligation under the Agreement is obstructed or delayed due to any act or failure by the Customer (a "Customer Default"), then:

- The Carrier has the right to suspend its obligations until the Customer rectifies the Default and may use this Default as an excuse for non-performance where it prevents the Carrier from meeting its obligations.

- The Carrier will not be held liable for any costs or losses incurred by the Customer as a result of a delay or failure caused by the Customer's actions or omissions.
 - The Customer must reimburse the Carrier for any costs or losses resulting from the Customer Default, as stated in a written demand.
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6. Receipt Acknowledgement

Upon request, the Carrier will sign a document or electronic record prepared by the Customer or their agent confirming the receipt of the Consignment. However, the Customer is responsible for proving the condition, nature, quantity, quality, or weight of the Consignment at the time of receipt.

7. Transit

Transit begins once the Consignment has left the premises where it was collected, unless otherwise agreed by the parties. Transit will end when the Consignment is delivered to the Consignee's address during standard delivery hours, provided that:

- If access to the delivery address is unsafe or no proper unloading facilities are available, transit will be deemed to end one day after the Consignment's arrival is communicated to the Consignee or Customer.
- If the Consignment cannot be delivered for any reason, or if the Consignment is held on instructions for future orders or collection, and no instructions are given within a reasonable period, transit will also be deemed to end after that period.
The Customer will assume all risk for the Consignment when it is not in transit.

8. Unclaimed or Undelivered Consignments

If transit is deemed to have ended as per the conditions above, the Carrier may sell the Consignment. The Carrier will be released from all liability regarding the Consignment, its transport, and storage once the payment or proceeds from the sale (after deducting all applicable charges and expenses) are tendered to the Customer. However, the Carrier must:

- Make reasonable efforts to secure a fair price for the Consignment, and
 - Not exercise the power of sale if they know the name and address of the Customer, Consignee, or any other interested party, unless reasonable efforts have been made to notify those parties about the sale.
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9. Carrier's Fees

The Customer is responsible for paying the Carrier's fees, irrespective of any rights the Carrier may have to recover payment from the Consignee or other parties. However, if a Consignment is marked 'carriage forward,' the Customer only has to pay the charges if the Consignee fails to pay within a reasonable

timeframe after being requested.

All charges must be paid on time without deductions, counterclaims, or deferment. If the Customer becomes insolvent or any amounts owed to the Carrier are overdue, any previously agreed credit terms will be canceled immediately, and all outstanding invoices will be due for immediate payment. The Late Payment of Commercial Debts (Interest) Act 1998, as amended, applies to all outstanding payments.

The Carrier will make reasonable efforts to obtain proof of delivery from the Consignee. However, the Customer cannot withhold payment for non-receipt of proof unless the Carrier is notified of non-delivery within 48 hours after the expected delivery time, and is unable to provide evidence of delivery.

The Customer will also pay for any storage costs incurred if the Carrier exercises its lien, as outlined in section 15.

If the contract is canceled, the Customer will be responsible for all costs and expenses incurred by the Carrier up until the cancellation.

10. Responsibility for Loss or Damage

The Customer is deemed to have agreed to the terms outlined in this section unless they have written agreement with the Carrier prior to transit, excluding the Carrier from liability for any loss, misdelivery, or damage to the Consignment.

Subject to these conditions, the Carrier is liable for:

- Loss, misdelivery, or damage to living creatures, bullion, money, securities, stamps, precious metals, or stones in the Consignment only if:
 - The Carrier has agreed in writing to transport such items.
 - The Customer has agreed to cover any additional costs for transporting such items, and the loss or damage is caused by the Carrier's negligence during transit.
- Loss, misdelivery, or damage to goods not covered in the above clause, except if caused by a Force Majeure Event (explained below).

A "Force Majeure Event" refers to any event beyond the Carrier's control, including but not limited to:

- Acts of God, riots, civil unrest, strikes, lockouts, labor stoppages, war, terrorism, government seizure, or legal restraints.
- Any act, omission, error, or misrepresentation by the Customer or the owner of the Consignment.
- Inherent waste, defective design, or deterioration of the Consignment.
- Improper packaging, labeling, or addressing by the Customer unless the Carrier was contracted to provide these services.
- Natural disasters like fire, flood, or storms.

- Road congestion, accidents, delays at delivery locations, vehicle breakdowns, or lack of delivery instructions from the Customer.

The Carrier will not be liable for any loss or damage once transit is deemed to have ended as per Section 7.

11. Fraud

The Carrier will not be liable for any Consignment if fraud is involved by the Customer, Consignee, or the owner of the Consignment, unless the Carrier or its employee was complicit in that fraud.

12. Limitation of Liability

Unless otherwise specified, the Carrier's liability for loss, misdelivery, or damage to the Consignment is limited to the lesser of:

- The value of the goods actually lost or misdelivered at the intended destination, or the reduced value of damaged goods;
- The cost of replacing the lost or misdelivered goods, or repairing/reconditioning damaged goods;
- A sum calculated at £1,300 per tonne of the gross weight of the lost or damaged goods.

The value of the lost or damaged goods will be the invoice value if they have been sold, or their replacement cost at the start of transit. This amount includes any applicable duties or taxes.

For partial loss or damage, the weight considered for calculating the Carrier's liability will only be for the affected portion. The minimum liability amount is £10.

The Customer may request an increase in the £1,300 per tonne limit, but this requires written notice at least 7 days before transit begins, and the Customer must agree to pay any additional charges for the increased coverage. If no agreement is reached, the £1,300 per tonne limit will apply.

The Carrier is also not liable for any loss or damage unless the Customer declares a special interest in avoiding such loss or damage, or in ensuring delivery within a specific timeframe. This requires written notice to the Carrier at least 7 days before transit, along with an agreement to pay any surcharge for this special service.

The Carrier is not responsible for any delay or failure to perform due to a Force Majeure Event.

The Carrier will not compensate for the following types of loss:

- Loss of profits, business, or anticipated savings;
- Loss of software, data, or information;

- Loss of goodwill or any indirect or consequential loss;
 - Any fines imposed on the Customer by the Consignee or their customers.
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13. Indemnity to the Carrier

The Customer agrees to indemnify the Carrier against any losses or costs resulting from:

- Any breach of these conditions by the Customer or their agents, or by any error, omission, or misrepresentation by the Customer or owner of the Consignment;
 - Insufficient or improper packing, labeling, or addressing of the Consignment;
 - Fraud by the Customer, Consignee, or the owner of the Consignment, unless the Carrier's employee was involved in the fraud;
 - Claims arising from losses exceeding the Carrier's liability under these conditions, including any claims alleging negligence, or arising from transporting dangerous goods.
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14. Claim Time Limits

The Carrier is not liable for:

- Loss, misdelivery, or damage to goods unless the Customer notifies the Carrier in writing within 7 days of the transit's end, or the expected end date;
- Any other type of loss unless advised in writing within 28 days of the end of transit.

If the Customer proves that it was impossible to notify the Carrier within the time limits, the Carrier will not benefit from the exclusion of liability, as long as the notification was made as soon as reasonably possible.

Legal proceedings must be initiated within one year from the start of transit, and for periods of 7 days or less, Saturdays, Sundays, and public holidays will be excluded.

15. Lien

The Carrier holds:

- A specific lien on the Consignment for all unpaid charges related to its transport, storage, or warehousing;

- A general lien on the Consignment for any overdue amounts owed by the Customer or any other interested party.

If the Customer fails to settle payment within 14 days of being notified, the Carrier may sell the Consignment to recover the unpaid charges. The Carrier will account to the Customer for any remaining balance after covering its costs.

The Carrier may enforce this lien at any time, whether or not transport is complete. The Customer warrants that they have authority from all interested parties to grant the Carrier such a lien.

16. Unreasonable Detention

The Customer is responsible for paying demurrage fees if the Carrier's vehicle, trailer, or equipment is improperly or unreasonably detained.

17. Confidentiality

Both parties agree not to disclose any confidential information regarding the other party's business, clients, suppliers, or affairs, except in the following situations:

- To employees, agents, or contractors who need this information to fulfill legal obligations;
 - When required by law or a court order.
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18. Governing Law and Jurisdiction

Unless otherwise agreed, this Agreement will be governed by English law, and any disputes arising will be subject to the exclusive jurisdiction of the English courts.